



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 5:00 P.M.
Study Session/Special Meeting - 6:00 P.M.
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

APRIL 28, 2015

Antioch City Council

SPECIAL AND REGULAR MEETING

**Including the Antioch City Council
acting as Successor Agency/
Housing Successor to the
Antioch Development Agency
Antioch Public Financing Authority**

Wade Harper, Mayor

Lori Ogorchock, Mayor Pro Tem

Mary Helen Rocha, Council Member

Tony Tiscareno, Council Member

Monica E. Wilson, Council Member

Arne Simonsen, City Clerk

Donna Conley, City Treasurer

Steven Duran, City Manager

Lynn Tracy Nerland, City Attorney

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Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, located on the 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.

5:00 P.M. ROLL CALL – CLOSED SESSIONS – for Council Members – *All Present (Mayor arrived at 5:20 p.m.)*

PUBLIC COMMENTS for Closed Sessions – *None*

CLOSED SESSIONS:

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

Direction given to Labor Negotiators

2) PUBLIC EMPLOYEE PERFORMANCE EVALUATION – This Closed Session is authorized by California Government Code §54957 – City Manager

Evaluation Proceeding

3) CONFERENCE WITH LEGAL COUNSEL REGARDING LIABILITY CLAIMS – pursuant to Government Code §54956.95 against the City of Antioch; claimant: Beverly Usman.

Direction given to Legal Counsel

4) PUBLIC EMPLOYEE PERFORMANCE EVALUATION – This Closed Session is authorized by California Government Code §54957 – City Attorney

Evaluation Occurred

6:03 P.M. ROLL CALL – SPECIAL MEETING – for Council Members/City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency/ Antioch Public Financing Authority – *All Present*

PLEDGE OF ALLEGIANCE

STUDY SESSION – SPECIAL MEETING

1. 2015-17 BUDGET DEVELOPMENT FOR SPECIAL REVENUE, DEBT SERVICE, ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS

Received report/presentation and responses to questions

Recommended Action: It is recommended that the City Council provide feedback and direction regarding the budget development information provided for fiscal years 2015-17.

STAFF REPORT

6:23 P.M. **ADJOURNED STUDY SESSION – SPECIAL MEETING**

7:00 P.M. **OR ROLL CALL – REGULAR MEETING** – for Council Members/City Council Members acting as
following the Study Successor Agency/Housing Successor to the Antioch Development Agency/
Session/Special Meeting Antioch Public Financing Authority – **All Present**
whichever is later.

PLEDGE OF ALLEGIANCE

2. PROCLAMATION

- Be Kind to Animals Week, May 3 – 9, 2015

Recommended Action: Motion to approve the proclamation

STAFF REPORT

Approved, 5/0

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS (*Deadline date to apply: 05/29/15*)

- **ECONOMIC DEVELOPMENT COMMISSION – 4 Full-Term Vacancies**

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

CITY COUNCIL COMMITTEE REPORTS

MAYOR’S COMMENTS

PRESENTATION – *First Five Contra Costa Children and Families Commission*

PRESENTATION

3. CONSENT CALENDAR for City /City as Successor Agency/Housing Successor to the Antioch Development Agency/Antioch Public Financing Authority

A. APPROVAL OF COUNCIL MINUTES FOR APRIL 14, 2015

Recommended Action: Motion to approve the minutes

Approved, 5/0

MINUTES

B. APPROVAL OF COUNCIL WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 5/0

STAFF REPORT

C. APPROVAL OF TREASURER’S REPORT FOR MARCH 2015

Recommended Action: Motion to approve the report.

Approved, 5/0

STAFF REPORT

D. EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) 2015

Recommended Action: It is recommended that the City Council approve the allocated Edward Byrne Memorial Justice Assistance Grant (JAG) 2015 funds to: 1) Pay for a portion of the salary and benefits for the Police Department Volunteer Coordinator; and 2) Fund the REACH Youth for Positive Change program, an enhancement of the Youth Intervention Program.

Approved, 5/0

STAFF REPORT

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

- E. CONSIDERATION OF BIDS FOR THE ANTIOCH MARINA BOAT LAUNCH FACILITY THIRD BOARDING FLOAT (P.W. 523-16B)**

Approved, 5/0

Recommended Action: It is recommended that the City Council reject the bid for the Antioch Marina boat launch facility third boarding float submitted by Dixon Marine Services, Inc. for failure to purchase a complete bid set of contract documents from BPXpress Reproductions and award the project to the lowest, responsive bidder, Valentine Corporation, in the amount of \$169,369.

STAFF REPORT

- F. RESOLUTION APPROVING CONSOLIDATED ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST, CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING PUBLIC HEARING (PW 500)**

Reso No. 2015/19 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Resolution approving the Engineer's Report and setting June 23, 2015 as the date for the Public Hearing.

STAFF REPORT

- G. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR 2015/16 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PROGRAM**

Reso No. 2015/20 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution establishing a rate of twenty-five dollars (\$25) per equivalent runoff unit (ERU) for fiscal year (FY) 2015-16. That rate will generate the funds used to maintain storm water quality as mandated by the Clean Water Act.

STAFF REPORT

- H. AGREEMENT WITH COTA COLE LLP FOR INTERIM CITY ATTORNEY SERVICES**

Approved, 5/0

Recommended Action: It is recommended that the City Council adopt a motion approving an Agreement with Cota Cole LLP to provide Interim City Attorney services up to \$150,000 and authorize the City Manager to execute it.

STAFF REPORT

- I. APPROVAL OF A CONSULTING SERVICES AGREEMENT WITH PECKHAM AND MCKENNEY FOR THE CITY ATTORNEY RECRUITMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

Approved, 5/0

Recommended Action: It is recommended that the City Council adopt a motion approving a Consulting Services Agreement with the recruiting firm of Peckham and McKenney in an amount not to exceed \$25,000 for the recruitment of the City Attorney position and authorizes the City Manager to execute it.

STAFF REPORT

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

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

J. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Recommended Action: Motion to approve the warrants.

Approved, 5/0

STAFF REPORT

K. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Recommended Action: Motion to approve the warrants.

Approved, 5/0

STAFF REPORT

COUNCIL REGULAR AGENDA

4. POLICE CRIME PREVENTION COMMISSION APPOINTMENTS FOR TWO PARTIAL-TERM VACANCIES: ONE EXPIRING JUNE 2015 AND ONE EXPIRING JUNE 2016

***Appointed Harry Thurston, Term expiring June 2015, and
Appointed Daniel Solorio, Term expiring June 2016, 5/0***

Recommended Action: It is recommended that the City Council and Mayor receive and file the applications for the Police Crime Prevention Commission, and approve and appoint two partial-term vacancies: one expiring June 2015 and one expiring June 2016.

STAFF REPORT

5. HERITAGE BAPTIST CHURCH DEFERRED IMPROVEMENT AGREEMENT

Recommended Action: It is recommended that the City Council authorize the City Manager or his designee to determine the obligation has been satisfied and terminate the October 25, 1994 Deferred Improvement Agreement between Heritage Baptist Church and the City upon the Church's payment of \$500,000 to the City by executing and recording the Termination of Deferred Improvement Agreement.

Approved, 5/0

STAFF REPORT

6. CONTRA LOMA ESTATES HOME OWNER'S ASSOCIATION GATE AND STREET PRIVATIZATION REQUEST

Recommended Action: It is recommended that the City Council provide initial guidance on whether it would like staff to proceed with reviewing the application for the installation of fencing and gates in the public streets, which will require the privatization/vacation of the public right of ways of Lemontree Court, Peppertree Court, and portions of Lemontree Way and Peppertree Way west of "L" Street and south of Sycamore Drive, in Contra Loma Estates Subdivisions 3855 & 3904 (PW 298-1 & PW 298-2).

Continued at applicant's request

STAFF REPORT

**8:05 P.M.
8:12 P.M.**

ADJOURNED TO BREAK

RECONVENE. ROLL CALL for Council Members/City Council Members acting as Successor Agency /Housing Successor to the Antioch Development Agency/Antioch Public Financing Authority – **All Present**

COUNCIL REGULAR AGENDA – Continued

7. DROUGHT/WATER CONSERVATION

A. WATER CONSERVATION POLICY DISCUSSION

Direction provided to staff, 5/0

Recommended Action: It is recommended that the City Council provide direction and make a motion to set a public hearing for May 12, 2015 to consider adopting mandatory water conservation measures due to ongoing drought conditions.

STAFF REPORT

B. DROUGHT ORDINANCE UPDATE

Recommended Action: It is recommended that the City Council:

- 1) Approve by motion the reading of the ordinance by title only; and
***To 05/12/15 for adoption
with correction on Section 6-10.02 (page 2) of
Ordinance from “CCCWD” to “CCWD”, 5/0***
- 2) Introduce the Ordinance amending sections of the Antioch Municipal Code to update drought procedures in Chapter 10 of Title 6, “Drought Management Regulations and Water Conservation.”

STAFF REPORT

8. UPDATE PROCEDURES IN SEWER SYSTEM ORDINANCE AND WATER SYSTEM ORDINANCE

Recommended Action: It is recommended that the City Council:

- 1) Approve by motion the reading of the ordinance by title only; and
To 05/12/15 for adoption, 5/0
- 2) Introduce the Ordinance amending sections of the Antioch Municipal Code to update procedures regarding water and sewer service charges in Chapter 4 of Title 6, “Sewer System” and Chapter 5 of Title 6, “Water System.” This action does not approve any rate increases.

STAFF REPORT

9. POLICE SERVICES RELATED TO UNRULY GATHERINGS AND NUISANCES INCLUDING WHEN MINORS POSSESS ALCOHOL OR ILLEGAL DRUGS

Recommended Action: It is recommended that the City Council:

- 1) Approve by motion the reading of the ordinance by title only; and
To 05/12/15 for adoption, 5/0
- 2) Introduce the Ordinance amending Chapter 13 of Title 5 of the Antioch Municipal Code providing for the recovery of police response costs to a loud or unruly gathering including when minors possess alcohol or illegal drugs.

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

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

ADJOURNMENT – 9:10 p.m.

ANTIOCH PARKS ASSESSMENT REPORT



*A community-based
participatory research
and evaluation project*

A collaborative project of:
East County Regional Group
First 5 Contra Costa Children and Families Commission
Healthy & Active Before 5

Prepared January 2015

CONTRIBUTORS

East County Regional Group Members

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First 5 Contra Costa, Community Engagement Program

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Healthy & Active Before 5

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ACKNOWLEDGEMENTS

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Abigail Kroch, Ph.D., M.P.H | Director of Epidemiology, Planning and Evaluation | Contra Costa Health Services

Ange Burnett, MS | Inclusion Project Coordinator | Contra Costa Child Care Council

Contra Costa Health Services' report: *Health Indicators and Environmental Factors Related to Obesity for Antioch, Bay Point, and Pittsburg*

Denece Dodson | Evaluation Specialist | First 5 Contra Costa

Joan Hurd | Hurd & Associates Design

Lisa Nguyen, DTR | Program Assistant | Healthy & Active Before 5

Nancy Kaiser | Parks and Recreation Director | City of Antioch Recreation Department

Stephanie Arcayena | Graduate Intern | Healthy & Active Before 5

Tracy Irwin | Public Affairs Manager | First 5 Contra Costa

Walter Aab | Public Affairs Assistant II | First 5 Contra Costa |

Will Dominie, MURP | Community Health Planner | San Mateo Health System

Martha Ugaz de Potts | Interpreter and Community Partner

FUNDERS

The Antioch Parks Assessment Report was made possible thanks to generous funding from:

First 5 Contra Costa Children and Families Commission
Kaiser Permanente

Executive Summary

Antioch Park Assessment Report:

A community-based participatory research and evaluation project

Prepared January 2015

1. INTRODUCTION

In fall of 2013, a collaborative team of residents and early childhood health organizations assessed 32 parks within the City of Antioch to determine their suitability for young children and families to play and engage in physical activity. The partners included: the East County Regional Group—a parent advocacy group comprised of residents of Antioch and East Contra Costa County; First 5 Contra Costa Children & Families Commission; and Healthy & Active Before 5 (HAB45)—a collaborative of Contra Costa agencies committed to promoting early childhood health. During follow-up workshops, the team analyzed the data, selected priority parks, determined priority issues, and developed recommendations for improvements.

2. ASSESSMENT METHODOLOGY

Prior to assessing the parks, the team developed a park survey tool. The tool included seven assessment categories: family amenities, maintenance, safety, innovative play atmosphere, all-abilities accessibility, young child experience, and parent overall rating. ECRG members and staff then identified and visited 32 parks in fall 2013 to conduct the assessments (Image 1). Following the completion of the assessments, project staff compiled the assessment data and facilitated a series of community workshops to identify quality park spaces and to prioritize those parks in need of improvement, based on the assessment results. Lastly, the partners used data from the surveys, East Contra Costa County health indicator report, and U.S. Census Bureau to inform the final recommendations.

3. FINDINGS AND ANALYSIS

Antioch Community and Markley Creek parks received some of the highest parent ratings of all the parks evaluated. Parks that rated highly overall, generally rated well in each of survey areas. Analysis of the data showed a stark disparity in the quality of parks located in lower- versus higher- income neighborhoods and highlighted several issues particular to each park. Among those parks needing improvements, four thematic priority areas emerged from the data analysis: safety, play equipment, bathrooms, and water fountains. While the team found that a number of parks assessed need improvements, the ECRG members selected Prosserville and Contra Loma Estates as priority parks in need of immediate improvement. Both parks rated poorly in each of the priority areas (Table 1), and are located in neighborhoods with high crime rates, high poverty rates, and a high concentration of young children, under age 5*.

Table 1: Selected Park Ratings

Park Name	Amenities	Maintenance	Safety	Innovation	ADA Access	Child	Parent
Antioch Community	5	4	4.5	4	4	5	5
Markley Creek	4.25	4	4	4.25	4	4.5	4.75
Contra Loma Estates	3	3.4	2.8	1.6	2	1.3	2.3
Prosserville	2.75	1.75	2.25	1.75	1.6	1.75	1.75

Color Coding Key

4.00 – 5.00	3.00 - 3.99	2.00 - 2.99	1.00 - 1.99
No Improvement Needed	Needs Only Minor Improvement	Needs Some Improvement	Needs Major Improvement

* Reference: U.S. Census Bureau, 2008-2012 American Community Survey. Obtained by Contra Costa Health Public Health Epidemiology, Planning, and Evaluation Department, April 2014

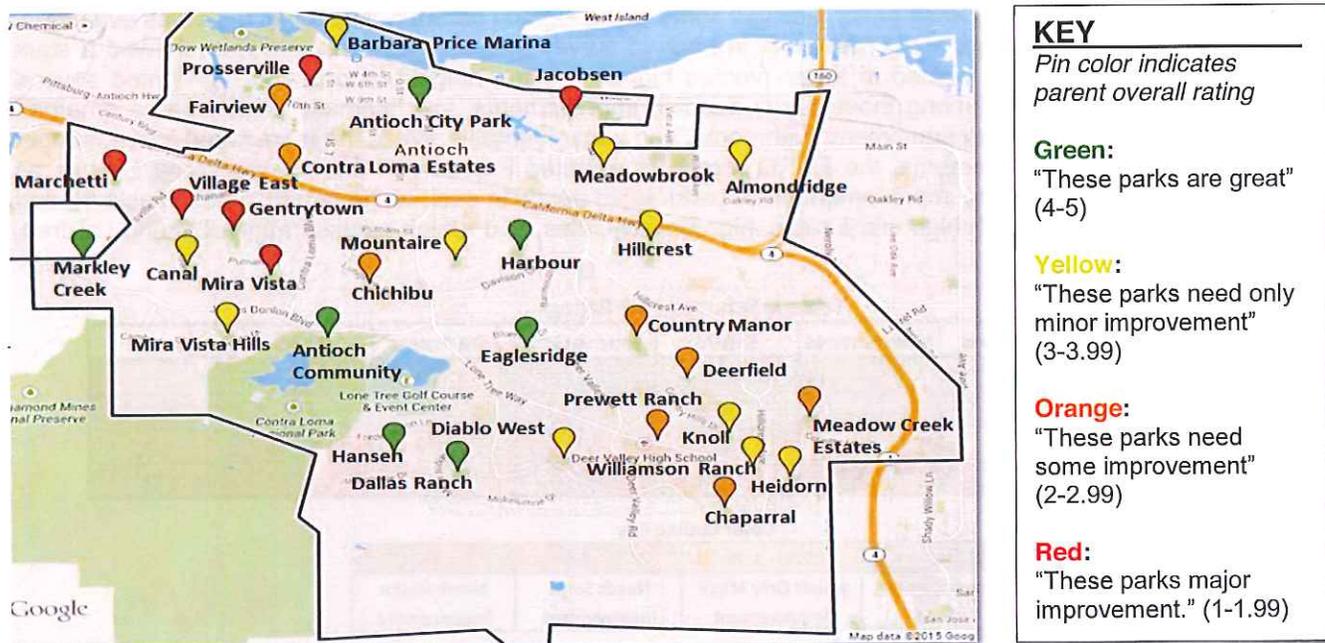
4. RECOMMENDATIONS

Overall, the partners recommend that low-rated parks located in very low-income areas inhabited by a high concentration of young children are prioritized for immediate improvements with a focus on the four thematic priority areas. In particular, the partners recommend that Prosserville and Contra Loma Estates parks are prioritized for immediate, comprehensive improvements to the areas of amenities, maintenance, play equipment, and safety (Table 2). The team encourages the City of Antioch to allocate capital improvement funds and work with the partners to explore additional capital park improvement grant funding and other revenue generating strategies. Lastly, the partners recommend that a community safety coalition is formed in partnership with the Antioch Crime Prevention Commission to implement a robust violence prevention strategy in the neighborhoods surrounding the priority parks, as safety in both parks was identified as a pressing issue.

Table 2: Priority Parks, Prosserville and Contra Loma Estates

Priority Area	Recommendations by Needs and Issue Areas	
Amenities	<ul style="list-style-type: none"> Shade Basketball courts Soccer fields Water fountains Benches 	<ul style="list-style-type: none"> Picnic tables Grills Walking trails ADA Accessibility Volleyball court[†]
Maintenance	<ul style="list-style-type: none"> Bathrooms 	<ul style="list-style-type: none"> Garbage and recycling cans
Play Equipment	<ul style="list-style-type: none"> Innovative playground for children ages 0-5 	<ul style="list-style-type: none"> New play structure for older children (slides, climbing walls, tire swings, etc.)
Safety	<ul style="list-style-type: none"> Change sand to rubber surface Lighting 	<ul style="list-style-type: none"> Higher fencing Video surveillance

Image 1: Antioch Park Locations, parent ratings



[†] Only identified as a need for Contra Loma Estates Park

Abstract

In fall 2013, a collaborative team of resident advocates and early childhood health organizations assessed 32 Antioch city parks to determine their suitability for young children and families to play and engage in physical activity. The partners included: the East County Regional Group—a parent advocacy group comprised of residents of Antioch and East Contra Costa County; staff from First 5 Contra Costa Children & Families Commission; and staff from Healthy & Active Before 5 (HAB45)—a collaborative of Contra Costa agencies committed to promoting early childhood health and preventing chronic disease. During follow-up workshops, project partners: analyzed the park assessment data; identified exemplary playspaces; selected priority parks and areas in need of improvement; and developed recommendations for improvements. The partners found that the overall quality of the 32 parks assessed varied considerably. An analysis of the data showed a disparity in the quality of parks located in lower- versus higher-income neighborhoods and revealed issues specific to each park. Among parks needing improvements, four thematic priority areas emerged from the data analysis: safety, play equipment, bathrooms, and water fountains. The partners recommend immediate improvements are made to Prosserville and Contra Loma Estates Parks because these parks rated very poorly, are located in neighborhoods where poverty and crime rates are high, and have a high concentration of children under age 5.

1. INTRODUCTION

Public parks are crucial community assets that promote physical activity, social cohesion, and healthy neighborhoods. Parks promote environmental health and can enhance the economic value of neighborhoods. For low-income families, access to quality, safe public parks is particularly important to facilitate social, emotional, and physical development of young children and overall community health. These opportunities for safe outdoor play are essential for promoting early childhood health and preventing chronic disease.^{1,2}

To promote increased park use among young children, a collaborative team of East Contra Costa County residents and early childhood health organizations embarked on a community-led project in fall 2013, to assess the quality of public parks in the City of Antioch, identifying the best parks and those in need of improvement. The collaborative partners included: the East County Regional Group (ECRG); First 5 Contra Costa Children & Families Commission; and Healthy & Active Before 5 (HAB45).

These partners convened with a shared goal of promoting outdoor play among young children and equitable environmental conditions that foster healthy, safe, and family-friendly communities.

The partners grounded their approach in the principles of community-based participatory research (CBPR). As defined by Minkler and Wallerstein, CBPR is a "collaborative approach to research, [that] equitably involves all partners in the research process and recognizes the unique strengths that each brings. CBPR begins with a research topic of importance to the community with the aim of combining knowledge and action for social change to improve community health and eliminate health disparities."³

The following report is a summary of the park assessment findings and final recommendations. It seeks to promote immediate public and private investment in key Antioch parks in order to foster overall community health for children and families. Finally, the report highlights a community-based methodology that served to strengthen partnerships, build leadership capacity, and empower residents through shared project ownership and participation.

2. METHODOLOGY

Prior to assessing the parks, the collaborative partners developed a park survey tool that incorporated community input, questions from an independent park survey⁴, and information gathered through key-informant interviews with local evaluation and Americans with Disabilities Act (ADA) experts. The survey covered seven assessment areas: family amenities, maintenance, safety,

About the Partners

East County Regional Group (ECRG): A group of East Contra Costa parent and community advocates whose mission is to create a healthy, safe, and family friendly community by supporting leadership development, and advocacy on behalf of young children and their families.

First 5 Contra Costa Children and Families Commission: First 5 Contra Costa invests Proposition 10 tobacco tax revenues in local health and education programs for expectant parents and children, birth to age five. First 5-funded programs help young children grow up healthy, ready to learn, and supported in safe, nurturing families and communities. First 5 Contra Costa sponsors the ECRG.

Healthy & Active Before 5: A collaborative in Contra Costa County with a mission to prevent obesity in children ages 0-5, by building partnerships and environments for healthy eating and active play. The collaborative is lead by a steering committee that includes representatives from: Contra Costa Child Care Council; Contra Costa County Employment & Human Services: Community Services Bureau; Contra Costa Health Services; Contra Costa WIC; Contra Costa Health Plan; First 5 Contra Costa; Kaiser Permanente; and John Muir Health. The HAB45 advisory board is comprised of diverse interdisciplinary representation, including over 80 community organizations, public agencies, churches, funders, hospitals, and other stakeholders.

innovative/creative play atmosphere, ADA accessibility, young child experience, and overall parent rating (Table 1). The survey included a combination of Likert scale ratings and open-ended questions to capture surveyors' observations. Partners consulted the City of Antioch website and staff to identify all city-owned parks, and then performed a preliminary review of the parks to confirm their locations (Appendix, Image 5). On Saturday, November 16, 2013, staff and ECRG members conducted an assessment of 32 Antioch parks. Upon completing the assessments, project staff compiled the survey data into an Excel spreadsheet and facilitated a series of five workshops in 2014 with ECRG members. During the workshops, staff and ECRG members assessed the survey data to identify themes across highly-rated parks and those parks in need of improvement. Partners consulted data from the surveys, the East Contra Costa County health indicator report, and U.S Census Bureau^{5,6} to identify two priority parks and to agree upon recommendations for park improvements. Lastly, the partners designed a bilingual Antioch park map brochure that highlights the city's highest-rated parks, and distributed over 1,800 of these maps to Antioch families, childcare providers, and community-based organizations in an effort to promote increased use of the City's exemplary playspaces (Appendix, Image 8).

Table 1: Survey Tool, Areas Assessed

Category	Description
Family Amenities	Restrooms, seating, shade, water fountains, toys, asphalt games, sports fields, barbeque pits, picnic area
Maintenance	Landscaping, trees, litter, cleanliness, trash cans, maintenance of play equipment, signs, and surfaces
Safety	Lighting, perception of neighborhood, graffiti, noise and air pollution, visibility, protection from street traffic
Innovative / Creative Play Atmosphere	Unique and accessible play equipment for young children, nature, water, themed elements, art, gardens, free-standing activity panels etc.
ADA / Special Needs Accessibility	Ramps, wide paths, smooth surfaces, wheelchair-accessible swing, braille panels and signs, picnic areas connected by paved paths
Young Child Experience	Parent impression of young children's experience of the park
Parent Overall Rating	Parent overall rating of the park

3. FINDINGS AND ANALYSIS

The following assessment results primarily reflect the perspectives and needs of parents of young children who rely on parks to support their children's optimal development. For the purposes of the findings, the "Parent Overall" rating was used as an indicator of overall park quality.

HIGH-RATED PARKS

With 32 parks citywide, Antioch has a relatively high number of parks serving its residents and surrounding communities. Eight parks are located north of Highway 4, while 24 are located south of the Highway (Appendix, Image 5). The survey data shows that 22% of parks assessed are rated highly by parents and are not in need of improvement. Parents gave the highest overall ratings to Antioch Community, Markley Creek, Hansen, Antioch City Park, and Eaglesridge parks, with the first three rating highest. Antioch Community received the highest Parent Overall, Young Child Experience, and Amenities ratings of all the parks assessed. It also received a relatively high rating in Safety. One survey respondent remarked on Antioch Community Park:

"I visit this park because it is large and has many things to entertain the family."

Another participant noted,

"I really like this park [because]...it has two separate playgrounds—one for kids ages 2-5, the other is for 5-12—[and] it has a lot of shade."

Markley Creek received high Parent Overall and Young Child Experience ratings and rated relatively high in both Amenities and Innovation. One parent respondent noted:

"The park is well maintained!"

Hansen Park received high ratings in the areas of Amenities, Maintenance, and Parent Overall. One parent said of Hansen:

"[There is] lots of open space, fun structure[s] for climbers, [and] seating for parents."

These comments highlight some elements that make a park a quality public space for parents with young children.

LOW-RATED PARKS

While some Antioch residents benefit from these highly-rated outdoor playspaces, the data shows that quality across the 32 parks varies considerably. According to Parent Overall ratings—a measure of parents' perception the of overall park quality for young children—78% of the parks assessed need some kind of improvement and, within that, nearly 19% need major improvement.

Priority Areas for Low-Rated Parks: Among parks most in need of improvements, four thematic priority areas emerged from the data analysis: safety, play equipment, bathrooms, and water fountains (Table 2). An analysis of the qualitative data showed that most negative survey comments related to one of these four priority areas. Concerning one of the most poorly-rated parks, one survey participant noted:

"The park is full of graffiti, even over the trees. [It's] a big park surrounded by trees, but [it] seems unsafe."

Another comment reveals:

"This park needs various repairs: bathrooms are dirty [and] the water fountain is old, with paint and dirt."

A parent participant commented about another poorly-rated park:

"There are no bathrooms, lighting...benches, [or] barbeque pits. This park is neglected."

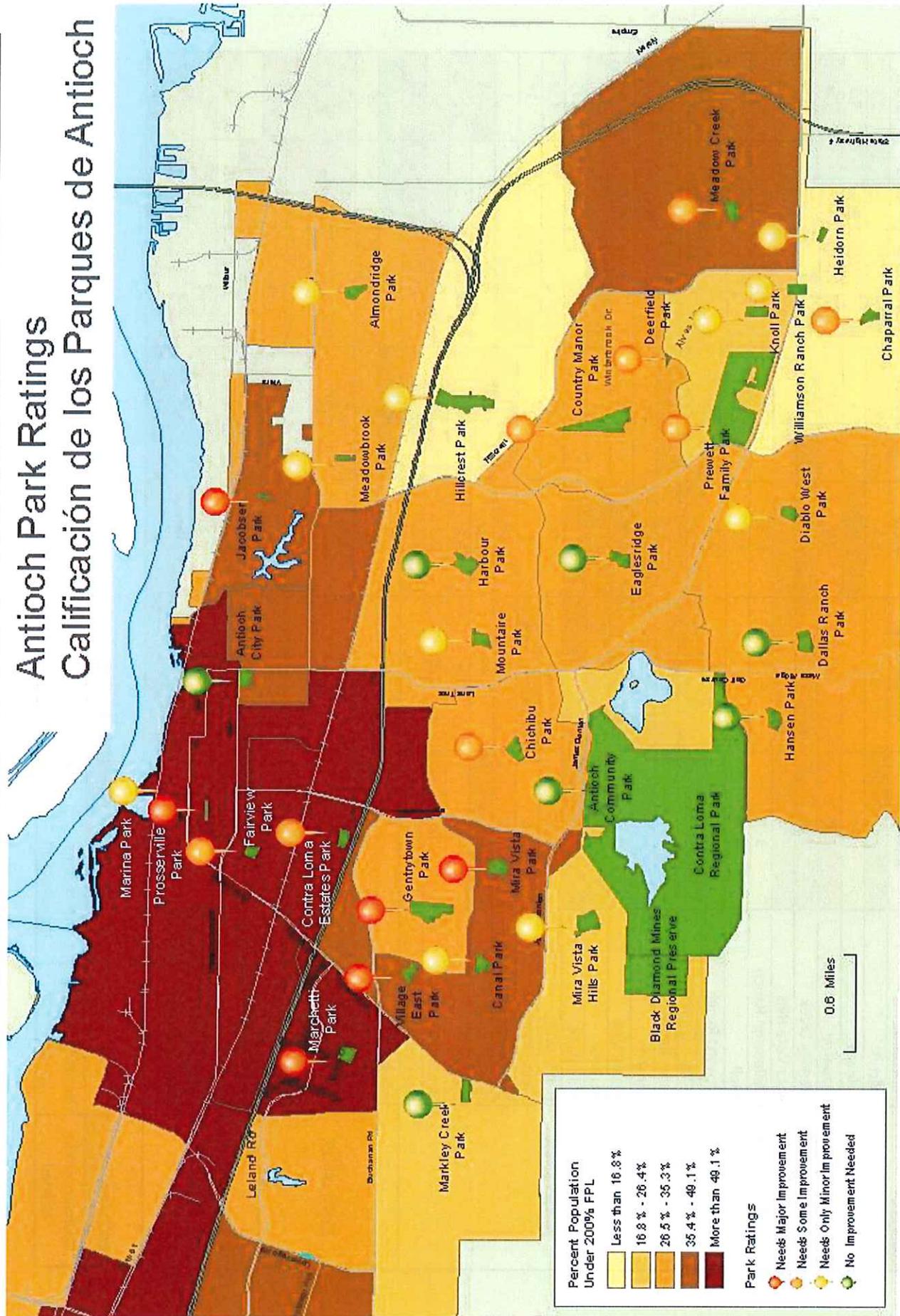
The issues highlighted in these comments are representative of the common themes that arose across all the lowest-rated parks. Both assessment data and community workshop discussions indicated that, in order to facilitate family access to Antioch parks, all poorly-rated parks in Antioch need improvement most to the four priority areas of safety, play equipment, bathrooms, and water fountains.

Low-Rated Parks and Poverty Rates: In addition to the survey data, Antioch census data shows that many of the low-rated parks are located in the city's lowest income neighborhoods (Image 1).^{7,8} 5 of the 6 parks included in the 19% of parks needing major improvement (Mira Vista, Prosserville, Jacobson, Village East, and Marchetti) are located in very low-income areas (defined as areas where over a third of the population is living at 200% below the Federal Poverty Level (FPL)). Table 3, demonstrates the disparity in park quality by neighborhood socioeconomic status. The parks with the lowest ratings are generally located within lower-income areas, while the highest-rated parks tend to be located in the higher-income neighborhoods. Of the 11 parks located in very low-income areas, 18% need minor improvement, 27% need some improvement, and 45% need major improvement. Taken together, 91% of the parks located in very low-income areas are in need of improvement. It is of note that of these 11 parks, 5 are located in areas where nearly half of the population lives in dire poverty (Table 3).

Table 2: Thematic Priority Areas Across all Low-Rated Parks
Safety
Play Equipment
Bathrooms
Water Fountains

Image 1. Park ratings, percent of population under 200% of the Federal Poverty Level (FPL)

Antioch Park Ratings Calificación de los Parques de Antioch



Percent of Population Under 200% of Federal Poverty Level (FPL)
Por Ciento de la Población Menos del 200% del Nivel de Pobreza

Data Source: Census 2000 TIGER/Line, Table A16002;
Califra Cada Department of Conservation and
Development, June 20 12

Map produced by the 3 Cities: Cities on Behalf of Healthy and Active Behavior.
Census 2000 and TIGER/Line files plus 2002 data are used in this map.
CAFRA Cada assumes no responsibility for the accuracy of this map.
Cada@healthywac.org

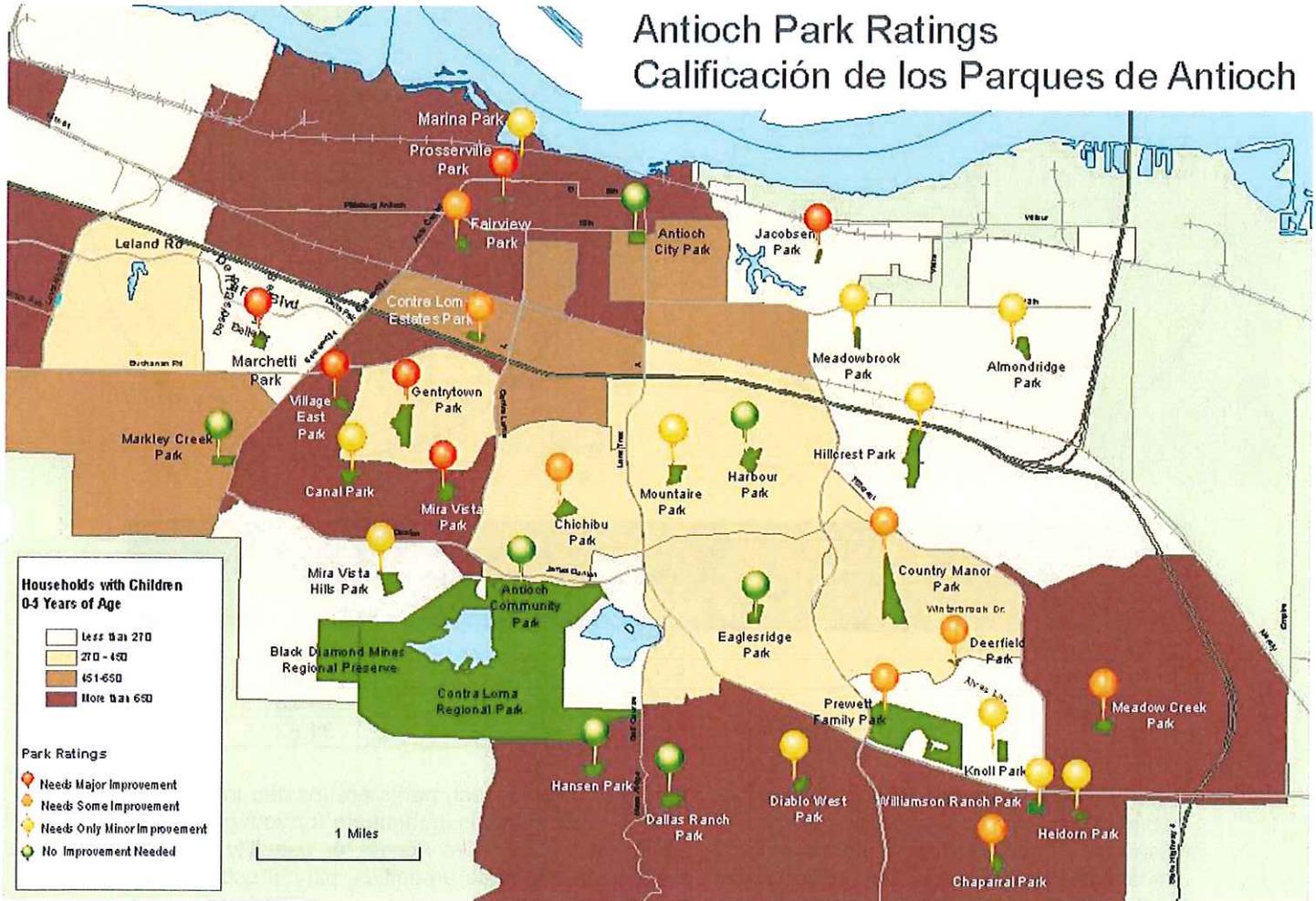
Table 3: Park ratings, stratified by percent of population living under 200% of the Federal Poverty Level in area surrounding park

% Population Under 200% FPL	Park Name	Amenities	Maintenance	Safety	Innovation	ADA Access	Child	Parent
< 16.8%	Hillcrest	4	3.6	3.5	2	4	4	3.5
	Heidorn	3.3	3.5	4	3.3	2.5	4	3.3
	Chaparral	2.25	2.2	2.9	2.4	2.8	2.4	2.5
16.8% - 26.4%	Markley Creek	4.25	4	4	4.25	4	4.5	4.75
	Mira Vista Hills	4	4	4	2.5	2	2.5	3.5
	Williamson Ranch	3.75	3.75	3.25	3.38	2.5	3.5	3.25
	Knoll	3.75	3	3.2	3.5	2.5	3.8	3
	Prewett Ranch	3.3	3.3	3.3	2.3	2.6	2.6	2.6
	Antioch Community	5	4	4.5	4	4	5	5
26.5% - 35.3%	Dallas Ranch	4	4.6	5	4.2	4.4	4.2	4
	Hansen	4.6	4.5	4	3.5	2.5	4.25	4.75
	Eaglesridge	3.75	4.25	4.75	3.75	2.75	4.25	4.25
	Harbour	4.4	4.4	4	3.4	4	4.2	4.2
	Mountaire	4.6	4.5	4.2	3	3.2	3.75	3.75
	Diablo West	3.25	3.6	3	3	2	3.25	3.38
	Almondridge	3.5	4	3	3	2.3	3.3	3
	Meadowbrook	2.6	2.5	2.88	1.6	1	3.3	3
	Country Manor	4.25	3.25	3.25	1.5	3.25	3	2.75
	Chichibu	3.2	2.8	2.8	2.2	2.4	3.2	2.6
35.4% - 49.1%	Deerfield	2	2.6	2.3	2.3	1.3	2.3	2
	Gentrytown	3	3.25	1.5	2.5	2.5	1.75	1.75
	Antioch City	3.3	3	3	4.3	3.6	4.6	4.3
	Canal	3.5	3	3	2.5	1	3	3
	Meadow Creek Estates	2.2	2.5	3.4	2.2	3	2.8	2.4
	Mira Vista	3	2.75	3.25	1.25	1.75	1.25	1.75
	Jacobsen	2	2.6	2.6	1	1	1.3	1.6
	Village East	1.5	2	2	2	1	1	1.25
	Barbara Price Marina	2	3.25	3.25	1.5	2.5	1.75	3
	Fairview	2.75	3.75	3.75	2.75	2.5	3.75	2.75
> 49.2%	Contra Loma Estates	3	3.4	2.8	1.6	2	1.3	2.3
	Prosserville	2.75	1.75	2.25	1.75	1.6	1.75	1.75
	Marchetti	1.75	2.5	2	1.75	2.35	1.25	1.25

4.00 - 5.00	3.00 - 3.99	2.00 - 2.99	1.00 - 1.99
No Improvement Needed	Needs Only Minor Improvement	Needs Some Improvement	Needs Major Improvement

Low-Rated Parks and Young Children: Concerning who lives in these very low-income areas, recent census data for Antioch shows that nearly 23% of all parks assessed are located in areas that are both very low-income and inhabited by a high concentration of young children (areas with more than 650 children under age 5). Overall, 41% of parks are located in areas where a high concentration of young children live (Image 2).

Image 2: Park ratings, households with children 0-5 years of age



Households with Children 0-5 Years of Age
Casas de Niños de 0-5 Años de Edades

Low-Rated Parks and Community Safety: Included among the parks located in the lowest-income neighborhoods with a high concentration of young children, are Prosserville and Contra Loma Estates. Antioch crime data from September 2013 through September 2014⁹ demonstrates that a high incidence of certain crimes occurred near (within a half-mile radius of) these two low-rated parks (Images 3 and 4). During this time period, 10% of all aggravated assaults in Antioch happened near Prosserville and nearly 18% happened near Contra Loma Estates. Almost 10% of burglaries occurred near Prosserville and over 15% happened near Contra Loma Estates. A relatively high number of motor vehicle theft incidents occurred near these parks as well. Close to 14% occurred

near Prosserville and over 24% occurred near Contra Loma Estates. Lastly, the data showed a high incidence of arson near both parks: over 11% occurred near Prosserville and approximately 32% near Contra Loma Estates (Table 4).

Image 3: Prosserville Park, 0.5 mile radius

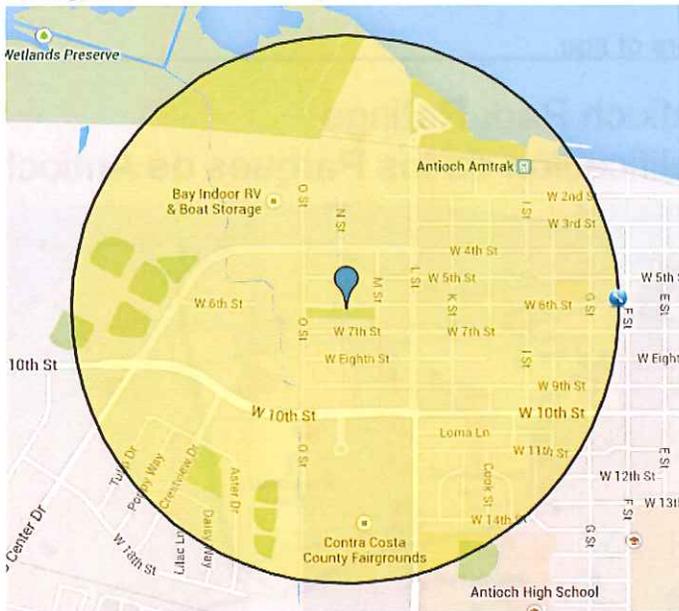


Image 4: Contra Loma Estates Park, 0.5 mile radius

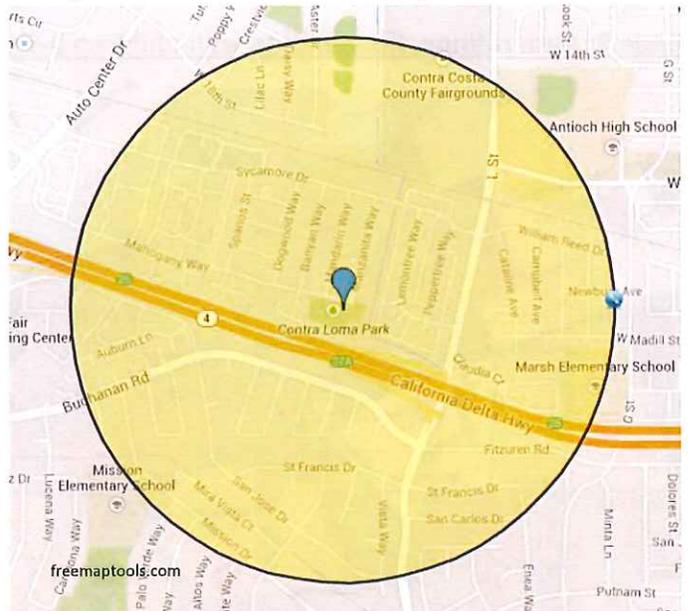


Table 4: Reported crimes committed within 0.5 mile radius of Priority Parks, as a percent of all reported crimes in Antioch, between 9/2013 and 9/2014

Crime Type	Prosserville	Contra Loma Estates
Aggravated Assaults	10.02	17.59
Burglaries	9.77	15.63
Motor Vehicle Theft	13.89	24.23
Arson	11.36	31.82

Quality Parks are Used Parks: While over a third (34%) of Antioch parks are located in very-low income areas, survey data shows the present state of these parks is inadequate for young children. Research shows that the presence of parks alone does not ensure access or usability of these critical community spaces, but instead, public parks need adequate amenities, play structures, and safety to be frequented.¹⁰

4. RECOMMENDATIONS

Overall, the partners recommend that the parks prioritized for immediate improvements are those located in very low-income areas (areas where 35.4% of the population or more is living at or below 200% of the FPL) and those areas where the highest concentration of young children live. The partners recommend that the attention given to these parks focuses on the four priority areas of safety, play equipment, bathrooms, and water fountains.

In particular, the partners recommend that Prosserville and Contra Loma Estates parks (Appendix, Images 6 and 7) receive immediate and more comprehensive attention in the areas of amenities, maintenance, play equipment, and safety. While analysis of the data indicated that 78% of Antioch

parks are in need of at least minor improvements—especially those in lower-income areas—ultimately, the partners prioritized Prosserville and Contra Loma Estates parks for immediate improvement because they: received low ratings; are located in the lowest-income neighborhoods (where more than 49.2% of the population is living at or below 200% of the FPL); are located in an area inhabited by a high concentration of young children under age 5¹¹; and had high crime rates for violations of particular concern to park users. The specific improvements recommended for the two priority parks are listed in Table 5 below.

The recommendations reflect a comprehensive vision for park redesign that community members assert will promote equitable park access, increased park use by young children and families, increased social cohesion, and neighborhood safety.

The partners recommend that the City of Antioch allocate city capital improvement funds and work with the partners to seek additional park improvement grant funding to implement the suggested renovations. Partners also encourage Antioch city staff and elected officials to work with community partners—including the partners in this park assessment project—to explore other revenue generating strategies to fund the recommended park improvements at Prosserville and Contra Loma Estates. Lastly, the partners recommend that a coalition of local law enforcement, Antioch residents, and community safety advocates is formed in partnership with the Antioch Crime Prevention Commission to implement a robust violence prevention strategy in the neighborhoods where Prosserville and Contra Loma Estates are located. Because safety in both parks was identified as a pressing issue, it is critical that community health prevention strategies are explored to address root issues of the area’s poor park conditions.

“Every child deserves to be able to go down the block and enter the world of wonder that is the local park, but for many of us, a safe and clean park is not down the street but across the city. It is sad to know that only a select amount of children are allowed to have that” –ECRG member

Table 5: Priority Parks, Prosserville and Contra Loma Estates

Priority Area	Recommendations by Needs and Issue Areas	
Amenities	<ul style="list-style-type: none"> • Shade • Basketball courts • Soccer fields • Water fountains • Benches 	<ul style="list-style-type: none"> • Picnic tables • Grills • Walking trails • ADA Accessibility • Volleyball court[†]
Maintenance	<ul style="list-style-type: none"> • Bathrooms 	<ul style="list-style-type: none"> • Garbage and recycling cans
Play Equipment	<ul style="list-style-type: none"> • Innovative playground for children ages 0-5 	<ul style="list-style-type: none"> • New play structure for older children (slides, climbing walls, tire swings, etc.)
Safety	<ul style="list-style-type: none"> • Change sand to rubber surface • Lighting 	<ul style="list-style-type: none"> • Higher fencing • Video surveillance

[†] Contra Loma Estates Park only

4. CONCLUSION

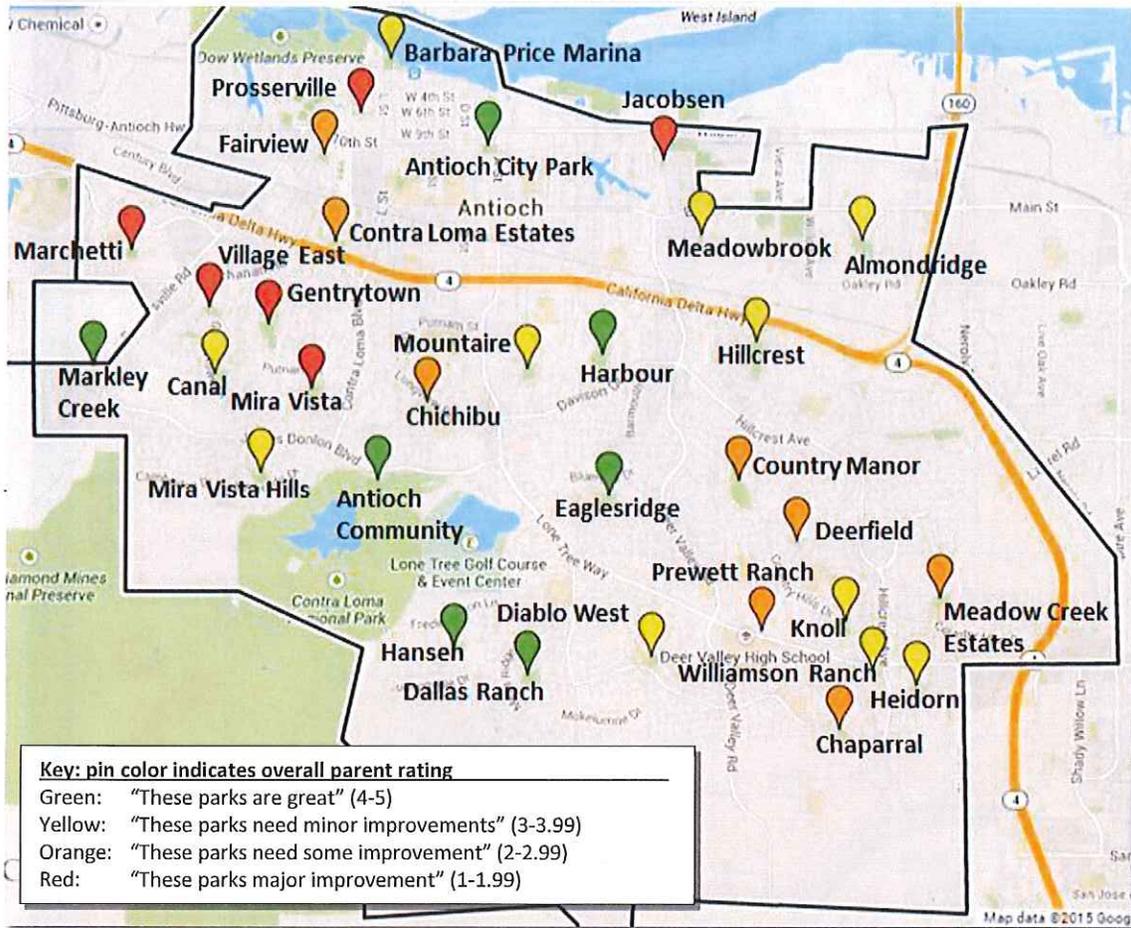
Public parks are essential spaces for promoting community health, and in particular, physical activity among families with young children. The City of Antioch has many parks, some of which are excellent, and others with potential for improvement to their amenities, maintenance, play equipment and safety. The park partners recommend that Prosserville and Contra Loma Estates Parks are prioritized for immediate improvements in these four areas. These two parks not only rated very poorly on the assessments, they also are located within the lowest-income neighborhoods in Antioch that experience high crime incidence, and are inhabited by a high concentration of young children under age 5.

It is well established that early childhood is a critical time in the life-course for promoting health and preventing chronic disease. With improved access to quality parks in their own neighborhoods, Antioch children are more likely to benefit from opportunities for a healthy start to their young lives.

The data and findings of this report are distinct in that community members were central to the park evaluation process from beginning to present. This community-based participatory project is uniquely positioned to provide rich, invaluable data and promote innovative health improvement strategies that are possible when local organizations, city governments, and residents join efforts to improve community health.

"As a kid, I spent my summers at my local park. I learned so much about the outdoors, people, and myself during those hours spent running around playing. I did not have to worry about glass in the sand, unsafe play equipment, or the lack of water fountains. I also did not have to travel far to play. I would have missed out on so many great moments and lessons if I did not have that great park by my house and unfortunately, too many children do not have the chance to play at the park and build similar memories. I know that we can do better for our kids" –ECRG member

APPENDIX Image 5: Antioch park locations by Parent Overall ratings



APPENDIX Images 6 and 7: Prosserville and Contra Loma Estates Parks



Above: Prosserville Park. Unsafe metal slides, rust, no shade, no tot lot, no fence, duct-taped swing, sand. **Left:** Contra Loma Estates Park. Trash dumping, no shade, dilapidated play equipment, sand, no tot lot, no fence, basketball court without nets.

APPENDIX Image 8: The partners' park map, Let's Go to the Park!, highlighting top parent-rated parks in Antioch



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- ² Taylor, W., & Lou, D. (2011). Do All Children Have Places to Be Active? Disparities in Access to Physical Activity Environments in Racial and Ethnic Minority and Lower-Income Communities. *Active Living Research*, 1-24.
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- ⁵ Rattray, T., Kroch, A., Ritterman-Weintraub, M., Rovira-Osterwalder, T., & Milosevich, D. (2013). *Health Indicators and Environmental Factors Related to Obesity for Antioch, Bay Point, and Pittsburg* (p. 86). Martinez: Contra Costa Health Services.
- ⁶ U.S. Census Bureau, 2008-2012 American Community Survey. Obtained by Contra Costa Health Public Health Epidemiology, Planning, and Evaluation Department, April 2014
- ⁷ U.S. Census Bureau, 2008-2012 American Community Survey. Obtained by Contra Costa Health Public Health Epidemiology, Planning, and Evaluation Department, April 2014
- ⁸ Rattray, T., Kroch, A., Ritterman-Weintraub, M., Rovira-Osterwalder, T., & Milosevich, D. (2013). *Health Indicators and Environmental Factors Related to Obesity for Antioch, Bay Point, and Pittsburg* (p. 86). Martinez: Contra Costa Health Services.
- ⁹ Public Records request and City of Antioch Crime Statistics: 2013 and 2014. (2014, December 31). Retrieved January 10, 2015, from <http://www.ci.antioch.ca.us/CityGov/Police/crime-maps/crime-maps.htm>
- ¹⁰ Wen, M., Zhang, X., Harris, C., Holt, J., & Croft, J. (2013). Spatial Disparities in the Distribution of Parks and Green Spaces in the USA. *The Society of Behavioral Medicine*. Retrieved January 11, 2015, from <http://link.springer.com/article/10.1007/s12160-012-9426-x/fulltext.html>
- ¹¹ U.S. Census Bureau, 2008-2012 American Community Survey. Obtained by Contra Costa Health Public Health Epidemiology, Planning, and Evaluation Department, April 2014





STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of April 28, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director

SUBJECT: Budget Development Fiscal Years 2015-17

RECOMMENDED ACTION

It is recommended that the City Council provide feedback and direction regarding the budget development information provided for fiscal years 2015-17.

STRATEGIC PURPOSE

This action falls under Strategic Plan Long Term Goal N: Achieve and maintain financial stability and transparency. This action is essential to Strategy N-1: Improve the City's financial stability by implementing a two year budget cycle and ensuring that each fiscal year's budget is balanced. Specific Short Term Objectives include:

- Starting with 2015-2016, go to a two-year budget approval, to be updated annually.
- Adopt a two-year balanced budget annually and do not rely on potential savings to close the "gap" at year end.

FISCAL IMPACT

The fiscal impact of this budget is outlined in this report and attachments.

DISCUSSION

The purpose of this study session is to continue the fiscal year 2015-17 budget development with a review of Special Revenue, Debt Service, Antioch Public Financing Authority and Successor Agency Funds. The budgets presented reflect adopting a two-year budget this year, which will amend the 2014-15 budget and adopt the 2015-16 and 2016-17 budgets.

SPECIAL REVENUE FUNDS - This type of fund is generally used to collect revenues that are restricted as to how those funds might be spent. The City of Antioch also uses this type of fund to document revenue that is intended for a specific City program or service. The City maintains thirty-six Special Revenue Funds. The Gas Tax, Traffic Signal and Measure J funds will be brought back with the CIP budget discussion. The Recreation Fund and Animal Control Fund were included in the first budget study session on April 14th.

A particular budget item to highlight relates to the Civic Arts Fund. This fund accounts for the City's agreement with the Art's & Cultural Foundation (Foundation). Historically,

30% of the Transient Occupancy Tax (TOT) collected by our hotel establishments has been allocated to this fund to support the Foundation. In the current fiscal year the City paid the Foundation a total of \$63,000 with \$38,000 funded from the Civic Arts Fund and \$25,000 funded from the Child Care Fund. As detailed in the prior study session staff report, a total of \$63,000 is again budgeted to fund the Foundation in fiscal year 2015-16 with \$38,000 funded from the Civic Arts Funds and \$25,000 from the General Fund (as the Child Care Fund balance is too low to provide the support again in the next fiscal year). A total of \$51,000 is budgeted for fiscal year 2016-17 with \$26,000 funded from Civic Arts and \$25,000 from the General Fund. The amount has decreased in fiscal year 2016-17 as the estimated available balance in the Civic Arts Fund has declined.

It is important to note that this funding level assumes sufficient TOT will be collected to provide that level of funding. The hotel market continues to be very unstable in the City and we continue to experience collection problems with our current hotels. We are asking Council to provide direction on the level of funding currently programmed into the fiscal year 2015-16 and 2016-17 budgets as the option exists to reduce or eliminate funding and place the TOT amount into the General Fund.

DEBT SERVICE FUNDS - Debt Service Funds account for debt obligations of the general government. The City maintains two such funds currently to account for the ABAG 2001 Lease Revenue Bonds which were refunded in fiscal year 2014-15 and the Honeywell Retrofit Project Lease. The budget for the ABAG 2001 Lease Revenue Bonds only represents the revised 2014-15 budget to account for the refunding of the bonds.

ANTIOCH PUBLIC FINANCING AUTHORITY - This is a joint powers authority organized by the City of Antioch and the Antioch Development Agency under the laws of the State of California. The Authority was organized to provide financial assistance to the City by financing real and personal property and improvements for the benefit of the residents of the City. The Authority has provided financing mechanisms for the Police Facility, Water Plant Expansion, Hillcrest Assessment District #26 and Lone Diamond Assessment District #27/31.

The City refunded the Antioch Public Financing Authority 2002 Lease Revenue Bonds during fiscal year 2014-15 and established two new funds to account for the refunded portion related to the 2001 ABAG Bonds and the refunded portion related to the 2002 Lease Revenue Bonds. Two separate funds were established as the portion related to the 2002 Lease Revenue Bonds are an enforceable obligation of the Successor Agency; and the portion related to the 2001 ABAG bonds is reimbursed by the Lone Tree Golf Course; thus need to be accounted for separately.

SUCCESSOR AGENCY – With the abolishment of redevelopment, the City opted to become the Housing and Successor Agency to the Antioch Development Agency and assume all assets and liabilities of the former Antioch Development Agency. The Housing Successor Fund is a Special Revenue Fund of the City and accounts for the administration of housing loans and the Vista Diablo Mobile Home Park Subsidy. The City as Successor Agency adopted an Enforceable Obligation Schedule that details all

outstanding obligations of the former development agency. These funds are treated as trust funds and account for receipt and distribution of Redevelopment Property Tax Trust Fund monies from Contra Costa County to pay for the enforceable obligations of the former redevelopment agency.

NEXT STEPS

Staff will be bringing forth budgets for remaining funds of the City for Council deliberation, including the five year Capital Improvement Program. The tentative schedule and topics for the remaining budget study sessions is:

- May 12, 2015 - Special Revenue Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds, General Fund Update and the 5-Year Capital Improvement Program
- May 26, 2015 – Placeholder for any budget items requiring follow-up

The final document incorporating all budgets that have been presented will be brought for Council consideration on June 23, 2015.

ATTACHMENTS

- A. Draft Budget Sheets for Special Revenue, Debt Service, Antioch Public Financing Authority and Successor Agency Funds.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

Special Revenue Funds

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

FEDERAL ASSET FORFEITURE FUND 210 – This fund accounts for monies and property seized during drug enforcement on Federal cases. The Federal government requires a separate fund to account for these activities.

FEDERAL ASSET FORFEITURE (FUND 210)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$93,709	\$97,282	\$85,328	\$85,328	\$25,127		\$25,127	
Revenue Source:								
Investment Income	455	706	400	400	400	0%	400	0%
Other	23,373	0	10,000	10,000	5,000	-50%	2,500	-100%
Total Revenue	23,828	706	10,400	10,400	5,400	-48%	2,900	-86%
Expenditures:								
Services & Supplies	20,255	12,660	70,260	70,601	5,400	-92%	5,400	0%
Total Expenditures	20,255	12,660	70,260	70,601	5,400	-92%	5,400	0%
Ending Balance, June 30	\$97,282	\$85,328	\$25,468	\$25,127	\$25,127		\$22,627	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

DELTA FAIR PROPERTY FUND 211 – This fund was created when the City sold property it owned on Delta Fair Boulevard at the City’s western City limits. The property was originally purchased from the State on the condition that it would be used for park and recreation purposes. When it was decided that the property was more suitable for commercial purposes and should be sold or leased, the State gave its permission on the condition that proceeds be used for park purposes.

DELTA FAIR PROPERTY (FUND 211)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$63,667	\$17,790	\$37,334	\$37,334	\$177,816		\$181,965	
Revenue Source:								
Investment Income	360	290	750	750	850	13%	700	-18%
Current Service Charges	17,200	19,600	128,000	140,213	53,800	-62% ¹	53,900	0%
Total Revenue	17,560	19,890	128,750	140,963	54,650	-61%	54,600	0%
Expenditures:								
Services & Supplies	154	82	10,150	200	200	0%	200	0%
Park Facilities Upgrades	0	0	0	0	50,000	100%	100,000	100%
Transfers Out	63,000	0	0	0	0	0%	0	0%
Internal Services	283	264	275	281	301	7%	307	0%
Total Expenditures	63,437	346	10,425	481	50,501	10399%	100,507	99%
Ending Balance, June 30	\$17,790	\$37,334	\$155,659	\$177,816	\$181,965		\$136,058	

¹VARIANCE: FY15 includes \$100,000 upfront billboard revenue required under agreement.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND 212 – This fund accounts for grant funds received from the Federal government for the purpose of developing viable urban communities.

COMMUNITY DEVELOPMENT BLOCK GRANT (FUND 212) Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$0	\$0	(\$97,270)	(\$97,270)	\$0		\$0	
Revenue Source:								
Revenue from Other Agencies	713,238	95,707	1,118,104	1,187,210	778,103	-34%	723,133	-7%
Other	458	320,371	42,200	88,624	92,200	4%	92,200	0%
Total Revenue	713,696	416,078	1,160,304	1,275,834	870,303	-32%	815,333	-6%
Expenditures:								
Personnel	1,748	12,273	13,845	32,105	138,330	331% ¹	143,190	4%
Services & Supplies	711,948	501,075	1,146,459	1,146,459	731,973	-36%	672,143	-8%
Total Expenditures	713,696	513,348	1,160,304	1,178,564	870,303	-26%	815,333	-6%
Ending Balance June 30	\$0	(\$97,270)	(\$97,270)	\$0	\$0		\$0	

¹VARIANCE: Funding for City of Antioch Code Enforcement which was previously paid for with contractual services.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

CIVIC ARTS FUND 215 – This fund accounts for money specifically set aside for art programs and projects. Revenues come from a percentage of the City’s Transient Occupancy Tax. Expenditures are primarily to support the Arts & Cultural Foundation non-profit organization.

CIVIC ARTS (FUND 215) Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$15,058	\$22,303	\$23,021	\$23,021	\$13,203		\$836	
Revenue Source:								
Investment Income	32	93	25	30	25	-17%	25	0%
Transient Occupancy Tax	34,884	40,795	34,285	34,285	34,285	0%	34,285	0%
Other	19	5,725	0	1,448	0	-100%	0	0%
Total Revenue	34,935	46,613	34,310	35,763	34,310	-4%	34,310	0%
Expenditures:								
Services & Supplies	25,421	43,611	43,066	43,066	43,914	2% ¹	32,212	-27% ¹
Internal Services	2,269	2,284	2,467	2,515	2,763	10%	2,837	3%
Total Expenditures	27,690	45,895	45,533	45,581	46,677	2%	35,049	-25%
Ending Balance, June 30	\$22,303	\$23,021	\$11,798	\$13,203	\$836		\$97	

¹NOTE: FY16 includes a total of \$63,000 in funding to the Arts & Cultural Foundation with \$38,000 to be paid out of the TOT from the Civic Arts Fund and \$25,000 from the General Fund. FY17 includes a total of \$51,000 in funding with \$26,000 to be paid out of the TOT from the Civic Arts Fund and \$25,000 from the General Fund.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

PARK-IN-LIEU FUND 216 – This fund accounts for revenues from park dedication fees required of all new construction. Monies are accumulated in accounts allocated to certain parks on the basis of the area in which the construction is taking place. These funds are then appropriated and spent for park development.

PARK IN LIEU (FUND 216)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$4,181,406	\$2,166,713	\$1,278,693	\$1,278,693	\$1,218,898		\$1,328,524	
Revenue Source:								
Investment Income	11,684	18,834	22,000	6,000	6,500	8%	6,500	0%
Revenue from Other Agencies	0	20,628	0	0	0	0%	0	0%
Licenses & Permits	443,161	337,685	110,000	110,000	110,000	0%	110,000	0%
Donations	525	27,000	0	0	0	0%	0	0%
Other	0	133,150	0	0	0	0%	0	0%
Total Revenues	455,370	537,297	132,000	116,000	116,500	0%	116,500	0%
Expenditures:								
Services & Supplies	6,310	5,116	10,000	5,000	6,000	20%	6,500	8%
City Park Playground	16,632	146,700	0	0	0	0%	0	0%
Prewett Repairs	360,971	154,786	27,940	27,940	0	-100%	0	0%
Nelson Ranch	2,061,793	1,000,707	0	0	0	0%	0	0%
Mira Vista Park Playground	0	0	100,000	100,000	0	-100%	0	0%
Turf Fields	23,487	32,174	0	0	0	0%	0	0%
Transfer Out to CIP Fund	0	85,000	42,000	42,000	0	-100%	0	0%
Internal Services	870	834	849	855	874	2%	880	1%
Total Expenditures	2,470,063	1,425,317	180,789	175,795	6,874	-96%	7,380	7%
Ending Balance, June 30	\$2,166,713	\$1,278,693	\$1,229,904	\$1,218,898	\$1,328,524		\$1,437,644	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

SENIOR BUS FUND 218 – This fund accounts previously accounted for the City’s Senior Bus Program, however, in September 2012, Tri-Delta Transit took over the program. Tri-Delta Transit will be providing the City with 5,000 free tickets each year and additional tickets will be purchased for \$2.50 each from Tri-Delta Transit. The City will in turn sell these to seniors participating in the program for \$1.00 each. The \$1.50 subsidy per ticket will be funded by the accumulated fund balance that remains.

SENIOR BUS FUND (FUND 218)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$240,037	\$214,852	\$211,975	\$211,975	\$208,675		\$205,475	
Revenue Source:								
Investment Income	1,253	1,800	1,000	1,000	1,000	0%	1,000	0%
Current Service Charges	2,325	3,515	4,000	4,000	4,000	0%	4,000	0%
Revenue from other Agencies	47,037	0	0	0	0	0%	0	0%
Other	72	0	0	0	0	0%	0	0%
Total Revenues	50,687	5,315	5,000	5,000	5,000	0%	5,000	0%
Expenditures:								
Personnel	42,235	0	0	0	0	0%	0	0%
Services & Supplies	13,957	492	600	600	500	-17%	500	0%
Transfer Out to Recreation Fund	7,700	7,700	7,700	7,700	7,700	0%	7,700	0%
Internal Services	11,980	0	0	0	0	0%	0	0%
Total Expenditures	75,872	8,192	8,300	8,300	8,200	-1%	8,200	0%
Ending Balance, June 30	\$214,852	\$211,975	\$208,675	\$208,675	\$205,475		\$202,275	
Funded FTE'S	2.00	0.00	0.00	0.00	0.00		0.00	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

POLICE ASSET FORFEITURE FUND 221 – This fund accounts for monies seized during drug enforcement activities. Monies are held by the City until cases are settled by the courts. Monies are then either reverted to the City or returned to the rightful owner. Monies reverted to the City must be used for legitimate law enforcement purposes.

ASSET FORFEITURE (FUND 221)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$27,490	\$3,473	(\$704)	(\$704)	\$21,375		\$19,909	
Revenue Source:								
Investment Income	1,461	2,333	1,700	1,700	100	-94%	100	0%
Asset Forfeiture	10,889	13,143	30,000	50,505	7,000	-86%	5,000	-29%
Total Revenue	12,350	15,476	31,700	52,205	7,100	-86%	5,100	-28%
Expenditures:								
Services & Supplies	31,695	15,083	25,000	25,300	3,500	-86%	3,500	0%
Internal Services	4,672	4,570	4,759	4,826	5,066	5%	5,140	1%
Total Expenditures	36,367	19,653	29,759	30,126	8,566	-72%	8,640	1%
Ending Balance, June 30	\$3,473	(\$704)	\$1,237	\$21,375	\$19,909		\$16,369	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

CHILD CARE FUND 223 – This fund accounts for lease revenue received from the YWCA and City expenditures relating to the Mary Rocha Child Care Center at 931 Cavallo Road. In 1990 the City purchased a modular building for \$240,000 and made improvements in the amount of \$75,000 for a low income child care facility. The land and modular building of the center belong to the City.

CHILD CARE (FUND 223)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$101,215	\$101,165	\$99,338	\$99,338	\$57,432		\$61,374	
Revenue Source:								
Investment Income	782	1,128	1,000	800	800	0%	800	0%
Current Service Charges	71,014	72,860	74,317	74,317	75,804	2%	77,320	2%
Total Revenue	71,796	73,988	75,317	75,117	76,604	2%	78,120	2%
Expenditures:								
Services & Supplies	967	5,055	46,505	46,117	1,550	-97% ¹	1,625	5%
Transfer Out to Recreation/Prewett	70,000	70,000	70,000	70,000	70,000	0%	70,000	0%
Internal Services	879	760	852	906	1,112	23%	1,167	5%
Total Expenditures	71,846	75,815	117,357	117,023	72,662	-38%	72,792	0%
Ending Balance, June 30	\$101,165	\$99,338	\$57,298	\$57,432	\$61,374		\$66,702	

¹VARIANCE: FY15 includes \$20,000 for parking lot rehabilitation and building painting and \$25,000 towards funding the Arts & Cultural Foundation.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

TIDELANDS FUND 225 – In 1990, the California State Legislature passed Assembly Bill 1900 that created tidelands entitlement areas. Funds are generated by payments from the lessees of the City’s tidelands areas. This revenue is limited to improving accessibility and/or protection of the City’s waterfront areas.

TIDELANDS (FUND 225)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$104,057	\$111,070	\$116,257	\$116,257	\$123,400		\$110,595	
Revenue Source:								
Investment Income	543	973	600	635	500	-21%	600	20%
Current Service Charges	6,944	4,698	7,225	7,136	7,370	3%	7,370	0%
Total Revenue	7,487	5,671	7,825	7,771	7,870	1%	7,970	1%
Expenditures:								
Services & Supplies	239	266	20,375	375	20,375	5333% ¹	375	-98%
Internal Services	235	218	242	253	300	19%	313	4%
Total Expenditures	474	484	20,617	628	20,675	3192%	688	-97%
Ending Balance, June 30	\$111,070	\$116,257	\$103,465	\$123,400	\$110,595		\$117,877	

¹VARIANCE: Budget for Fulton Shipyard boat ramp in FY15 being moved to FY16.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

SOLID WASTE REDUCTION FUND 226 – This fund has two programs operated by the Community Development Department. Oil recycling funds are used for the curbside collection of oils and filters as well as collection of the same at the East County Household Hazardous Waste Collection Facility. The Solid Waste Reductions Program was established to help the City meet AB 939 mandates to divert waste from landfills to recycling programs.

SOLID WASTE FUND (FUND 226)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$313,604	\$367,638	\$388,416	\$388,416	\$362,604		\$291,894	
Revenue Source:								
Investment Income	2,170	3,852	1,500	1,500	1,500	0%	1,500	0%
Revenue from Other Agencies	39,637	57,699	54,000	54,565	56,000	3%	56,000	0%
Franchise Fees	160,000	160,000	160,000	160,000	160,000	0%	160,000	0%
Other	10,045	11,679	5,000	5,000	5,000	0%	5,000	0%
Total Revenue	211,852	233,230	220,500	221,065	222,500	1%	222,500	0%
Expenditures:								
Personnel	45,972	66,656	65,525	70,013	105,560	51%	109,615	4%
Services & Supplies	103,212	136,327	166,683	166,683	176,325	6%	172,784	-2%
Internal Services	8,634	9,469	9,869	10,181	11,325	11%	11,797	4%
Total Expenditures	157,818	212,452	242,077	246,877	293,210	19%	294,196	0%
Ending Balance, June 30	\$367,638	\$388,416	\$366,839	\$362,604	\$291,894		\$220,198	
Funded FTE's:				Funded 2014-15	Funded 2015-16		Funded 2016-17	
Solid Waste Reduction				0.34	0.34		0.34	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

Solid Waste Used Oil (226-5220)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	%	2016-17 Proposed	%
						Change		Change
Source of Funds:								
Revenue from Other Agencies	39,637	29,697	29,000	29,565	29,000	-2%	29,000	0%
Other	84	69	0	0	0	0%	0	0%
Total Source of Funds	39,721	29,766	29,000	29,565	29,000	0%	29,000	0%
Use of Funds:								
Services & Supplies	31,012	31,634	31,500	31,500	31,500	0%	31,500	0%
Total Use of Funds	31,012	31,634	31,500	31,500	31,500	0%	31,500	0%

Solid Waste Reduction (226-5225)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	%	2016-17 Proposed	%
						Change		Change
Source of Funds:								
Franchise - Street Impact	160,000	160,000	160,000	160,000	160,000	0%	160,000	0%
Investment Income	2,170	3,852	1,500	1,500	1,500	0%	1,500	0%
Revenue from Other Agencies	0	28,002	25,000	25,000	27,000	8%	27,000	0%
Other	9,961	11,610	5,000	5,000	5,000	0%	5,000	0%
Total Source of Funds	172,131	203,464	191,500	191,500	193,500	1%	193,500	0%
Use of Funds:								
Personnel	45,972	66,656	65,525	70,013	105,560	51% ¹	109,615	4%
Services & Supplies	72,200	104,693	135,183	135,183	144,825	7%	141,284	-2%
Internal Services	8,634	9,469	9,869	10,181	11,325	11%	11,797	4%
Total Use of Funds	126,806	180,818	210,577	215,377	261,710	22%	262,696	0%
Funded FTE'S	0.34	0.34	0.34	0.34	0.34		0.34	

¹VARIANCE: Budget assumes two Code Enforcement Officers will charge part of time to this program.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

ABANDONED VEHICLE FUND 228 – This fund accounts for revenue from AB 4114, which charges a \$1.00 fee on the registration of all vehicles located in the City. The funds are received from the County and are used to remove abandoned vehicles from City streets.

ABANDONED VEHICLES (FUND 228)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$112,420	\$139,998	\$167,919	\$167,919	\$168,074		\$148,183	
Investment Income	643	1,339	1,000	1,000	1,000	0%	1,000	0%
Revenue from Other Agencies	36,545	54,924	47,000	47,000	47,000	0%	47,000	0%
Total Revenues	37,188	56,263	48,000	48,000	48,000	0%	48,000	0%
Expenditures:								
Personnel	0	0	0	165	34,171	20610% ¹	35,438	0%
Services & Supplies	8,432	27,126	46,300	46,300	32,175	-31% ¹	32,270	0%
Internal Services	1,178	1,216	1,342	1,380	1,545	12%	1,595	3%
Total Expenditures	9,610	28,342	47,642	47,845	67,891	42%	69,303	2%
Ending Balance, June 30	\$139,998	\$167,919	\$168,277	\$168,074	\$148,183		\$126,880	
Funded FTE'S	0.00	0.00	0.00	0.00	0.00		0.00	

¹VARIANCE: Although there are no directly allocated employees to this fund, it is projected that the Code Enforcement Officers transitioned from contractual services to full time employees will charge time to this program.

STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS

NATIONAL POLLUTANT DISCHARGE ELIMINATION (NPDES) FUND 229 – This fund was established to account for activities related to the National Pollutant Discharge Elimination System (NPDES). NPDES was mandated by the Clean Water Act of 1987 to monitor and reduce storm water pollution. The program is administered in the State of California by the Water Quality Control Board and is funded by a parcel tax of \$25.00 per equivalent residential parcel.

NATIONAL POLLUTANT DISCHARGE ELIMINATION (NPDES) (FUND 229)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13	2013-14	2014-15	2014-15	2015-16	%	2016-17	%
	Actual	Actual	Budget	Revised	Proposed	Change	Proposed	Change
Beginning Balance, July 1	\$2,738,661	\$2,807,070	\$2,670,555	\$2,670,555	\$2,168,507		\$1,564,148	
Revenue Source:								
Investment Income	13,638	23,152	8,000	16,000	10,000	-38%	7,000	-30%
Revenue from Other Agencies	26,100	0	0	0	0	0%	0	0%
Assessment Fees	850,326	852,896	830,000	830,000	825,000	-1%	820,000	-1%
Other Revenue	1,126	775	0	4	0	-100%	0	0%
Transfers In	35,000	35,000	35,000	35,000	30,000	-14%	30,000	0%
Total Revenues	926,190	911,823	873,000	881,004	865,000	-2%	857,000	-1%
Expenditures:								
Personnel	162,367	165,747	235,395	249,688	299,042	20%	314,399	5%
Services & Supplies	282,521	322,217	511,434	526,070	570,194	8%	617,703	8%
Capital Projects	144,038	289,599	225,000	325,000	310,000	-5%	275,000	-11%
Transfers Out	257,657	259,400	266,130	266,130	270,225	2%	273,365	1%
Internal Services	11,198	11,375	14,353	16,164	19,898	23%	21,103	6%
Total Expenditures	857,781	1,048,338	1,252,312	1,383,052	1,469,359	6%	1,501,570	2%
Ending Balance, June 30	\$2,807,070	\$2,670,555	\$2,291,243	\$2,168,507	\$1,564,148		\$919,579	
Allocated FTE's:				Allocated	Allocated		Allocated	
Funded Channel Maintenance				2014-15	2015-16		2016-17	
				2.02	2.17		2.17	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

Channel Maintenance (229-2585)								
	2012-13	2013-14	2014-15	2014-15	2015-16	%	2016-17	%
	Actual	Actual	Budget	Revised	Proposed	Change	Proposed	Change
Source of Funds:								
Transfer In SLLMDs	35,000	35,000	35,000	35,000	30,000	-14%	30,000	0%
Other	1,126	775	0	4	0	-100%	0	0%
Total Source of Funds	36,126	35,775	35,000	35,004	30,000	-14%	30,000	0%
Use of Funds:								
Personnel	162,367	165,747	235,395	249,688	299,042	20% ¹	314,399	5%
Services & Supplies	222,145	239,903	293,434	295,759	329,267	11%	367,630	12%
Capital Projects	115,525	289,599	225,000	325,000	310,000	-5% ²	275,000	-11% ²
Transfer Out to Gen Fund	57,657	59,400	66,130	66,130	70,225	6%	73,365	4%
Total Use of Funds	557,694	754,649	819,959	936,577	1,008,534	8%	1,030,394	2%
Funded FTE'S	1.17	1.27	2.02	2.02	2.17		2.17	

¹VARIANCE: Re-allocation of staffing beginning in FY16

²VARIANCE: Projects for West Antioch Creek De-Silting, storm channel/catch basin improvements and trash capture devices projects.

Storm Drain Administration (229-5230)								
	2012-13	2013-14	2014-15	2014-15	2015-16	%	2016-17	%
	Actual	Actual	Budget	Revised	Proposed	Change	Proposed	Change
Source of Funds:								
Investment Income	13,638	23,152	8,000	16,000	10,000	-38%	7,000	-30%
Revenue from Other Agencies	26,100	0	0	0	0	0%	0	0%
Assessment Fees	850,326	852,896	830,000	830,000	825,000	-1%	820,000	-1%
Total Source of Funds	890,064	876,048	838,000	846,000	835,000	-1%	827,000	-1%
Use of Funds:								
Services & Supplies	60,376	82,314	218,000	230,311	240,927	5%	250,073	4%
Capital Projects	28,513	0	0	0	0	0%	0	0%
Transfer Out to Gen Fund	200,000	200,000	200,000	200,000	200,000	0%	200,000	0%
Internal Services	11,198	11,375	14,353	16,164	19,898	23%	21,103	6%
Total Use of Funds	300,087	293,689	432,353	446,475	460,825	3%	471,176	2%

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND GRANT (SLESF) FUND 232 – This fund accounts for the revenue dispersed by the State to local jurisdictions for the staffing of “front line” officers. This money is passed through the County.

SUPPLEMENTAL LAW ENFORCEMENT GRANT (FUND 232) Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$13	\$13	\$13	\$13	\$0		\$0	
Revenue Source:								
Investment Income	32	0	0	59	0	-100%	0	0%
Revenue From Other Agencies	131,252	180,492	100,000	100,000	100,000	0%	100,000	0%
Total Revenue	131,284	180,492	100,000	100,059	100,000	0%	100,000	0%
Expenditures:								
Services & Supplies	17	7	0	15	0	-100%	0	0%
Transfer Out to General Fund	131,267	180,485	100,000	100,057	100,000	0%	100,000	0%
Total Expenditures	131,284	180,492	100,000	100,072	100,000	0%	100,000	0%
Ending Balance, June 30	\$13	\$13	\$13	\$0	\$0		\$0	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

BYRNE GRANT FUND 233 – This fund accounts for public safety funding allocated under the Fiscal Year 1996 Omnibus Appropriations Act. Funds may be used for a wide variety of activities from increasing personnel equipment resources for law enforcement to developing and supporting programs to enhance effective criminal justice processes. The current grant cycle is pass through Contra Costa County. Funds have historically been used to fund a youth diversion program and the volunteer program at the police department.

BYRNE GRANT (FUND 233)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	%	2016-17 Proposed	%
						Change		Change
Beginning Balance, July 1	\$0	\$0	\$0	\$0	\$0		\$0	
Revenue Source:								
Investment Income	0	2	0	0	0	0%	0	0%
Revenue From Other Agencies	50,506	112,820	25,881	46,948	47,001	0%	77,068	64% ¹
Total Revenue	50,506	112,822	25,881	46,948	47,001	0%	77,068	64%
Expenditures:								
Services & Supplies	3,370	6,542	711	1,961	1,991	2%	4,016	102% ¹
Transfer Out to General Fund	47,136	106,280	25,170	44,987	45,010	0%	73,052	62%
Total Expenditures	50,506	112,822	25,881	46,948	47,001	0%	77,068	64%
Ending Balance, June 30	\$0	\$0	\$0	\$0	\$0		\$0	

¹VARIANCE: Anticipate received 2015 JAG grant through County. FY17 projected to have 2014 and 2015 grant proceeds to draw.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REVOLVING LOAN FUND 236 – This fund was set up at the request of the U.S. Department of Housing and Urban Development’s request that the City develop a Revolving Loan Fund for the Owner Occupied Housing Rehabilitation Program (also known as the Neighborhood Preservation Program).

COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING LOAN (FUND 236) Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$102,382	\$214,865	\$283,624	\$283,624	\$337,319		\$342,319	
Revenue Source:								
Investment Income	600	1,503	1,200	1,200	1,200	0%	1,400	17%
Other	112,414	67,856	5,000	53,998	5,000	-91% ¹	5,000	0%
Total Revenue	113,014	69,359	6,200	55,198	6,200	-89%	6,400	3%
Expenditures:								
Services & Supplies	531	600	1,000	1,503	1,200	-20%	1,200	0%
Total Expenditures	531	600	1,000	1,503	1,200	-20%	1,200	0%
Ending Balance, June 30	\$214,865	\$283,624	\$288,824	\$337,319	\$342,319		\$347,519	

¹VARIANCE: Several large loan repayments received in FY15.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

TRAFFIC SAFETY FUND 237 – This fund accounts for fines and forfeitures received under Section 1463 of the Penal Code. Funds shall be used exclusively for official traffic control devices, the maintenance thereof, equipment and supplies for traffic law enforcement and traffic accident prevention.

TRAFFIC SAFETY (FUND 237)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$34,995	\$18,982	\$18,995	\$18,995	\$19,055		\$19,065	
Revenue Source:								
Investment Income	355	88	100	150	100	-33%	100	0%
Vehicle Code Fines	103,922	78,198	80,000	80,000	80,000	0%	80,000	0%
Total Revenue	104,277	78,286	80,100	80,150	80,100	0%	80,100	0%
Expenditures:								
Services & Supplies	95	23	90	90	90	0%	90	0%
Transfer Out to General Fund	120,195	78,250	80,000	80,000	80,000	0%	80,000	0%
Total Expenditures	120,290	78,273	80,090	80,090	80,090	0%	80,090	0%
Ending Balance, June 30	\$18,982	\$18,995	\$19,005	\$19,055	\$19,065		\$19,075	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

PEG FRANCHISE FEE FUND 238 – This fund accounts for a 1% fee collected from video franchises to support local Public, Educational and Governmental Programming (PEG).

PEG FRANCHISE FEE (FUND 238)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$500,100	\$606,122	\$719,050	\$719,050	\$832,035		\$945,833	
Revenue Source:								
Investment Income	2,862	5,013	5,500	5,500	6,500	18%	6,500	0%
Franchise Fees	231,007	239,549	231,000	240,000	240,000	0%	240,000	0%
Total Revenue	233,869	244,562	236,500	245,500	246,500	0%	246,500	0%
Expenditures:								
Personnel	2,175	1,158	0	0	0	0%	0	0%
Services & Supplies	124,368	129,135	130,700	131,000	131,000	0%	131,500	0%
Internal Services	1,304	1,341	1,478	1,515	1,702	12%	1,758	3%
Total Expenditures	127,847	131,634	132,178	132,515	132,702	0%	133,258	0%
Ending Balance, June 30	\$606,122	\$719,050	\$823,372	\$832,035	\$945,833		\$1,059,075	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

STREET IMPACT FUND 241 – This fund accounts for the street impact fee portion of the garbage franchise agreement approved on August 9, 2005. These funds are earmarked for road repair work.

STREET IMPACT FUND (FUND 241)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$149,936	\$10,652	\$35,688	\$35,688	\$35,488		\$36,788	
Revenue Source:								
Investment Income	3,375	2,125	2,000	2,000	2,000	0%	2,000	0%
Franchise Taxes	1,084,208	1,125,120	1,122,000	1,122,000	1,144,440	2%	1,167,330	2%
Total Revenue	1,087,583	1,127,245	1,124,000	1,124,000	1,146,440	2%	1,169,330	2%
Expenditures:								
Services & Supplies	867	709	500	700	700	0%	700	0%
Transfer Out to General Fund	1,226,000	1,101,500	1,123,500	1,123,500	1,144,440	2%	1,167,330	2%
Total Expenditures	1,226,867	1,102,209	1,124,000	1,124,200	1,145,140	2%	1,168,030	2%
Ending Balance, June 30	\$10,652	\$35,688	\$35,688	\$35,488	\$36,788		\$38,088	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT FUNDS – These funds were established to account for revenue and related expenditures of lighting and landscape activities in areas throughout the City. Each district covers from one to seven zones and provides a variety of services to maintain landscaped and non-landscaped areas, including minor medians, open space, cul-de-sacs, trails, right-of-ways, and neighborhood landscaping. Districts have restricted finances, and all work must be prioritized and completed in the most efficient and professional manner to meet mandated requirements for public safety while presenting an aesthetically pleasing streetscape.

LONE TREE MAINTENANCE DISTRICT (FUND 251) Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$468,212	\$468,382	\$438,133	\$438,133	\$304,789		\$184,627	
Revenue Source:								
Investment Income	2,285	5,217	1,000	2,000	1,000	-50%	500	-50%
Assessments	634,189	621,114	623,906	628,536	623,906	-1%	623,906	0%
Other	0	0	0	576	0	0%	0	0%
Total Revenue	636,474	626,331	624,906	631,112	624,906	-1%	624,406	0%
Expenditures:								
Personnel	128,394	143,880	141,458	135,387	136,733	1%	144,728	6%
Services & Supplies	207,251	186,132	255,610	254,352	262,852	3%	316,126	20%
Transfers Out	294,506	320,263	360,165	367,616	337,562	-8%	270,982	-20%
Internal Services	6,153	6,305	6,921	7,101	7,921	12%	8,169	3%
Total Expenditures	636,304	656,580	764,154	764,456	745,068	-3%	740,005	-1%
Ending Balance, June 30	\$468,382	\$438,133	\$298,885	\$304,789	\$184,627		\$69,028	

	Funded 2014-15	Funded 2015-16	Funded 2016-17
Funded FTE's:			
Zone 1	0.1245	0.1245	0.1245
Zone 2	0.5510	0.5510	0.5510
Zone 3	0.4945	0.4945	0.4845
Zone 4	0.1000	0.1000	0.1000
Total Funded FTE's	1.2700	1.2700	1.2700

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

Lone Tree Maintenance District – Zone 1 (251-4511)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Investment Income	2,285	5,217	1,000	2,000	1,000	-50%	500	-50%
Assessment Fees	148,882	148,895	148,000	149,098	148,000	-1%	148,000	0%
Total Source of Funds	151,167	154,112	149,000	151,098	149,000	-1%	148,500	0%
Use of Funds:								
Personnel	32,491	40,523	13,122	13,209	13,114	-1%	13,845	6%
Services & Supplies	54,864	56,782	61,802	67,270	69,346	3%	78,550	13%
Transfers Out	68,957	72,189	81,717	83,888	91,501	9%	67,755	-26%
Internal Services	1,539	1,577	1,731	1,776	1,981	12%	2,043	3%
Total Use of Funds	157,851	171,071	158,372	166,143	175,942	6%	162,193	-8%
Funded FTE'S	0.375	0.4375	0.147	0.1245	0.1245		0.1245	

Lone Tree Maintenance District – Zone 2 (251-4512)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Assessment Fees	198,337	198,354	197,162	198,625	197,162	-1%	197,162	0%
Total Source of Funds	198,337	198,354	197,162	198,625	197,162	-1%	197,162	0%
Use of Funds:								
Personnel	43,947	44,112	57,880	55,581	56,020	1%	59,065	5%
Services & Supplies	74,163	63,771	83,139	89,611	93,015	4%	109,612	18%
Transfers Out	79,920	95,139	106,604	108,962	70,365	-35% ¹	73,564	5%
Internal Services	1,538	1,576	1,730	1,775	1,980	12%	2,042	3%
Total Use of Funds	199,568	204,598	249,353	255,929	221,380	-13%	244,283	10%
Funded FTE'S	0.4875	0.475	0.6292	0.551	0.551		0.551	

¹VARIANCE: No transfer to General Fund for maintenance services beginning FY16 as zone does not have sufficient fund balance.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

Lone Tree Maintenance District – Zone 3 (251-4513)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Assessment Fees	216,955	216,973	215,669	217,270	215,669	-1%	215,669	0%
Total Source of Funds	216,955	216,973	215,669	217,846	215,669	-1%	215,669	0%
Use of Funds:								
Personnel	38,950	43,178	54,093	52,316	51,733	-1%	54,538	5%
Services & Supplies	59,866	50,530	63,875	64,451	66,325	3%	82,260	24%
Transfers Out	118,169	118,874	130,915	133,148	131,661	-1%	84,692	-36%
Internal Services	1,538	1,576	1,730	1,775	1,980	12%	2,042	3%
Total Use of Funds	218,523	214,158	250,613	251,690	251,699	0%	223,532	-11%
Funded FTE'S	0.4375	0.45	0.5727	0.4945	0.4945		0.4945	

Lone Tree Maintenance District – Zone 4 (251-4514)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Assessment Fees	70,015	56,892	63,075	63,543	63,075	-1%	63,075	0%
Total Source of Funds	70,015	56,892	63,075	63,543	63,075	-1%	63,075	0%
Use of Funds:								
Personnel	13,006	16,067	16,363	14,281	15,866	11%	17,280	9%
Services & Supplies	18,358	15,049	46,794	33,020	34,166	3%	45,704	34%
Transfers Out	27,460	34,061	40,929	41,618	44,035	6%	44,971	2%
Internal Services	1,538	1,576	1,730	1,775	1,980	12%	2,042	3%
Total Use of Funds	60,362	66,753	105,816	90,694	96,047	6%	109,997	15%
Funded FTE'S	0.125	0.139	0.153	0.100	0.100		0.100	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

DOWNTOWN MAINTENANCE DISTRICT (FUND 252) Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$20,127	\$15,305	\$18,595	\$18,595	\$23,319		\$2,532	
Revenue Source:								
Investment Income	24	35	50	50	50	0%	50	0%
Other	0	6,949	0	8,843	0	-100%	0	0%
Transfers In	57,000	50,000	77,000	77,000	77,000	0%	102,000	32%
Total Revenue	57,024	56,984	77,050	85,893	77,050	-10%	102,050	32%
Expenditures:								
Personnel	33,564	28,670	42,574	42,123	42,340	1%	43,398	2%
Services & Supplies	17,165	20,847	31,484	34,100	49,940	46%	54,510	9%
Transfers Out	9,597	2,667	3,144	3,269	3,703	13%	3,871	5%
Internal Services	1,520	1,510	1,632	1,677	1,854	11%	1,907	3%
Total Expenditures	61,846	53,694	78,834	81,169	97,837	21%	103,686	6%
Ending Balance, June 30	\$15,305	\$18,595	\$16,811	\$23,319	\$2,532		\$896	
				Funded 2014-15	Funded 2015-16		Funded 2016-17	
Funded FTE's:				0.013	0.013		0.013	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

ALMONDRIDGE MAINTENANCE DISTRICT (FUND 253)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13	2013-14	2014-15	2014-15	2015-16	%	2016-17	%
	Actual	Actual	Budget	Revised	Proposed	Change	Proposed	Change
Beginning Balance, July 1	\$55,960	\$56,728	\$66,059	\$66,059	\$62,843		\$58,869	
Revenue Source:								
Investment Income	254	704	100	200	100	-50%	100	0%
Assessment Fees	91,971	91,979	108,922	109,731	108,922	-1%	108,922	0%
Total Revenue	92,225	92,683	109,022	109,931	109,022	-1%	109,022	0%
Expenditures:								
Personnel	36,765	21,454	21,855	16,596	11,905	-28%	12,960	9%
Services & Supplies	18,297	18,955	24,710	24,430	25,280	3%	29,570	17%
Transfer Out	34,953	41,486	69,493	70,491	73,996	5%	75,352	2%
Internal Services	1,442	1,457	1,590	1,630	1,815	11%	1,871	3%
Total Expenditures	91,457	83,352	117,648	113,147	112,996	0%	119,753	6%
Ending Balance, June 30	\$56,728	\$66,059	\$57,433	\$62,843	\$58,869		\$48,138	
				Funded	Funded		Funded	
				2014-15	2015-16		2016-17	
Funded FTE's:				0.075	0.075		0.075	

¹VARIANCE: Re-allocation of staffing in late FY15.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

HILLCREST MAINTENANCE DISTRICT (FUND 254)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$538,923	\$494,748	\$471,990	\$471,990	\$294,791		\$130,316	
Revenue Source:								
Investment Income	2,891	5,925	1,500	1,500	750	-50%	300	-60%
Assessment Fees	829,023	829,090	824,110	830,228	824,110	-1%	824,110	0%
Other	26	3,284	0	0	0	0%	0	0%
Transfer In				0	0	0%	16,000	100%
Total Revenue	831,940	838,299	825,610	831,728	824,860	-1%	840,410	2%
Use of Funds:								
Personnel	164,880	186,415	185,258	179,465	186,225	4%	196,943	6%
Services & Supplies	243,669	223,505	302,200	328,300	316,287	-4%	378,220	20%
Transfers Out	459,103	442,482	526,131	491,430	475,960	-3%	348,293	-27%
Internal Services	8,463	8,655	9,495	9,732	10,863	12%	11,202	3%
Total Use of Funds	876,115	861,057	1,023,084	1,008,927	989,335	-2%	934,658	-6%
Ending Balance, June 30	\$494,748	\$471,990	\$274,516	\$294,791	\$130,316		\$36,068	

	Funded 2014-15	Funded 2015-16	Funded 2016-17
Funded FTE'S:			
Zone 1	0.6725	0.6725	0.6725
Zone 2	0.4725	0.4725	0.4725
Zone 4	0.5500	0.5500	0.5500
Total Funded FTE's:	1.6950	1.6950	1.6950

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

Hillcrest Maintenance District, Zone 1 (254-4541)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Investment Income	2,891	5,925	1,500	1,500	750	-50%	300	-60%
Assessment Fees	276,703	276,725	275,063	277,105	275,063	-1%	275,063	0%
Other	26	0	0	0	0	0%	0	0%
Total Source of Funds	279,620	282,650	276,563	278,605	275,813	-1%	275,363	0%
Use of Funds:								
Personnel	70,414	77,218	76,984	73,369	73,313	0%	77,467	6%
Services & Supplies	65,199	70,469	123,526	114,625	117,992	3%	142,995	21%
Transfers Out	127,410	157,780	201,062	204,827	203,029	-1%	117,499	-42%
Internal Services	2,821	2,885	3,165	3,244	3,621	12%	3,734	3%
Total Use of Funds	265,844	308,352	404,737	396,065	397,955	0%	341,695	-14%
Funded FTE's	0.7875	0.7962	0.7962	0.6725	0.6725		0.6725	

Hillcrest Maintenance District, Zone 2 (254-4542)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Assessment Fees	365,391	365,421	363,226	365,923	363,226	-1%	363,226	0%
Other	0	1,707	0	0	0	0%	0	0%
Total Source of Funds	365,391	367,128	363,226	365,923	363,226	-1%	363,226	0%
Use of Funds:								
Personnel	54,416	50,477	49,832	48,731	51,899	7%	54,959	6%
Services & Supplies	118,861	100,863	114,812	123,480	125,900	2%	151,495	20%
Transfers Out	242,394	190,919	219,974	223,367	201,279	-10%	155,884	-23%
Internal Services	2,821	2,885	3,165	3,244	3,621	12%	3,734	3%
Total Use of Funds	418,492	345,144	387,783	398,822	382,699	-4%	366,072	-4%
Funded FTE's	0.6125	0.5237	0.5237	0.4725	0.4725		0.4725	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

Hillcrest Maintenance District, Zone 4 (254-4544)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Revenue Source:								
Assessment Fees	186,929	186,944	185,821	187,200	185,821	-1%	185,821	0%
Other	0	1,577	0	0	0	0%	0	0%
Transfer In	0	0	0	0	0	0%	16,000	100%
Total Revenue	186,929	188,521	185,821	187,200	185,821	-1%	201,821	9%
Use of Funds:								
Personnel	40,050	58,720	58,442	57,365	61,013	6%	64,517	6%
Services & Supplies	59,609	52,173	63,862	90,195	72,395	-20%	83,730	16%
Transfers Out	89,299	93,783	105,095	63,236	71,652	13%	74,910	5%
Internal Services	2,821	2,885	3,165	3,244	3,621	12%	3,734	3%
Total Use of Funds	191,779	207,561	230,564	214,040	208,681	-3%	226,891	9%
Funded FTE'S	0.450	0.606	0.606	0.550	0.550		0.550	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

PARK 1A MAINTENANCE DISTRICT (FUND 255) Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$13,281	\$5,735	\$23,864	\$23,864	\$ 30,457		\$ 23,941	
Revenue Sources:								
Taxes	21,811	24,001	21,750	29,180	21,825	-25%	21,825	0%
Investment Income & Rentals	28,778	34,309	40,100	40,150	40,125	0%	40,050	0%
Revenue from Other Agencies	228	113	115	115	115	0%	115	0%
Other	508	0	0	0	0	0%	0	0%
Total Revenues	51,325	58,423	61,965	69,445	62,065	-11%	61,990	0%
Expenditures:								
Personnel	7,402	8,156	8,855	5,134	1,987	-61%	2,165	9%
Services & Supplies	23,390	12,685	31,237	33,009	35,740	8%	35,820	0%
Transfer Out	13,916	8,001	9,432	9,805	11,110	13%	11,615	5%
Internal Services	14,163	11,452	13,633	14,904	19,744	32%	21,040	7%
Total Expenditures	58,871	40,294	63,157	62,852	68,581	9%	70,640	3%
Ending Balance, June 30	\$5,735	\$23,864	\$22,672	\$30,457	\$23,941		\$15,291	
				Funded 2014-15	Funded 2015-16		Funded 2016-17	
Funded FTE'S:				0.013	0.013		0.013	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

CITYWIDE 2A MAINTENANCE DISTRICT (FUND 256)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$228,259	\$240,252	\$256,780	\$256,780	\$165,063		\$113,482	
Revenue Source:								
Investment Income	1,323	2,814	1,300	1,300	800	-38%	500	-38%
Assessment Fees	384,817	393,332	400,494	403,467	401,836	0%	401,836	0%
Other	1,342	1,688	0	0	0	0%	0	0%
Transfers In	92,000	78,000	88,000	88,000	98,000	11%	123,000	26%
Total Revenue	479,482	475,834	489,794	492,767	500,636	2%	525,336	5%
Expenditures:								
Personnel	76,093	85,669	85,421	83,154	88,237	6%	93,645	6%
Services & Supplies	153,457	167,755	228,235	271,644	268,959	-1%	304,719	13%
Transfers Out	232,750	200,603	219,331	223,819	188,554	-16%	150,051	-20%
Internal Services	5,189	5,279	5,729	5,867	6,467	10%	6,647	3%
Total Expenditures	467,489	459,306	538,716	584,484	552,217	-6%	555,062	1%
Ending Balance, June 30	\$240,252	\$256,780	\$207,858	\$165,063	\$113,482		\$83,756	

Funded FTE's:	Funded 2014-15	Funded 2015-16	Funded 2016-17
Zone 3	0.0800	0.0800	0.0800
Zone 4	0.0250	0.0250	0.0250
Zone 5	0.1175	0.1175	0.1175
Zone 6	0.0375	0.0375	0.0375
Zone 8	0.1875	0.1875	0.1875
Zone 9	0.1750	0.1750	0.1750
Zone 10	0.1625	0.1625	0.1625

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

Total Funded FTE's:				0.7850	0.7850		0.7850	
Citywide Maintenance, Zone 3 (256-4563)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Investment Income	1,323	2,814	1,300	1,300	800	-38%	500	-38%
Assessment Fees	14,582	14,584	14,496	14,604	14,496	-1%	14,496	0%
Other	1,342	0	0	0	0	0%	0	0%
Transfers In	20,000	18,000	18,000	18,000	18,000	0%	18,000	0%
Total Source of Funds	37,247	35,398	33,796	33,904	33,296	-2%	32,996	-1%
Use of Funds:								
Personnel	9,451	10,355	10,274	9,166	8,070	-12%	8,470	5%
Services & Supplies	5,650	6,631	7,381	9,125	9,515	4%	10,105	6%
Transfers Out	19,674	12,002	14,150	14,708	16,665	13%	17,423	5%
Internal Services	864	879	954	977	1,077	10%	1,107	3%
Total Use of Funds	35,639	29,867	32,759	33,976	35,327	4%	37,105	5%
Funded FTE's	0.1125	0.1125	0.1125	0.0800	0.0800		0.0800	

Citywide Maintenance, Zone 4 (256-4564)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Assessment Fees	12,993	12,994	12,916	13,012	12,916	-1%	12,916	0%
Transfers In	12,000	10,000	10,000	10,000	10,000	0%	10,000	0%
Total Source of Funds	24,993	22,994	22,916	23,012	22,916	0%	22,916	0%
Use of Funds:								
Personnel	3,179	3,486	3,502	3,068	2,350	-23%	2,475	5%
Services & Supplies	10,940	11,049	14,210	14,210	15,905	12%	16,565	4%
Transfers Out	5,758	4,001	4,717	4,903	5,556	13%	5,808	5%
Internal Services	865	880	955	978	1,078	10%	1,108	3%
Total Use of Funds	20,742	19,416	23,384	23,159	24,889	7%	25,956	4%
Funded FTE's	0.0375	0.0375	0.0375	0.0250	0.0250		0.0250	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

Citywide Maintenance, Zone 5 (256-4565)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Assessment Fees	1,501	1,501	1,492	1,503	1,492	-1%	1,492	0%
Transfers In	60,000	50,000	50,000	50,000	50,000	0%	55,000	10%
Total Source of Funds	61,501	51,501	51,492	51,503	51,492	0%	56,492	10%
Use of Funds:								
Personnel	16,592	13,917	13,798	12,803	11,999	-6%	12,609	5%
Services & Supplies	16,512	16,643	20,470	20,905	24,255	16%	25,210	4%
Transfers Out	28,792	16,003	18,866	19,611	22,221	13%	23,231	5%
Internal Services	865	880	955	978	1,078	10%	1,108	3%
Total Use of Funds	62,761	47,443	54,089	54,297	59,553	10%	62,158	4%
Funded FTE's	0.20	0.15	0.15	0.12	0.12		0.12	

Citywide Maintenance, Zone 6 (256-4566)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Assessment Fees	28,752	28,755	28,582	28,794	28,582	-1%	28,582	0%
Other	0	1,688	0	0	0	0%	0	0%
Transfers In	0	0	10,000	10,000	20,000	100%	40,000	100%
Total Source of Funds	28,752	30,443	38,582	38,794	48,582	25%	68,582	41%
Use of Funds:								
Personnel	4,478	4,913	4,901	4,529	3,940	-13%	4,135	5%
Services & Supplies	16,959	20,309	32,566	41,385	42,660	3%	57,480	35%
Transfers Out	8,638	4,681	6,288	6,537	7,407	13%	7,743	5%
Internal Services	865	880	955	978	1,078	10%	1,108	3%
Total Use of Funds	30,940	30,783	44,710	53,429	55,085	3%	70,466	28%
Funded FTE's	0.05	0.05	0.05	0.04	0.04		0.04	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

Citywide Maintenance, Zone 8 (256-4568)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Assessment Fees	75,212	75,218	74,766	75,321	75,300	0%	75,300	0%
Total Source of Funds	75,212	75,218	74,766	75,321	75,300	0%	75,300	0%
Use of Funds:								
Personnel	16,592	18,170	17,994	17,993	18,569	3%	19,487	5%
Services & Supplies	16,092	17,817	21,605	21,605	26,000	20%	26,980	4%
Transfers Out	37,553	36,989	40,155	41,147	41,627	1%	30,975	-26%
Internal Services	865	880	955	978	1,078	10%	1,108	3%
Total Use of Funds	71,102	73,856	80,709	81,723	87,274	7%	78,550	-10%
Funded FTE's	0.20	0.20	0.20	0.19	0.19		0.19	

Citywide Maintenance, Zone 9 (256-4569)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Assessment Fees	116,683	116,693	115,992	116,853	116,800	0%	116,800	0%
Total Source of Funds	116,683	116,693	115,992	116,853	116,800	0%	116,800	0%
Use of Funds:								
Personnel	15,727	17,225	17,057	17,070	17,531	3%	18,396	5%
Services & Supplies	42,897	40,361	45,064	57,725	60,500	5%	75,780	25%
Transfers Out	70,025	63,003	66,582	67,512	27,775	-59%	29,038	5%
Internal Services	865	880	955	978	1,078	10%	1,108	3%
Total Use of Funds	129,514	121,469	129,658	143,285	106,884	-25%	124,322	16%
Funded FTE's	0.1875	0.1875	0.1875	0.1750	0.1750		0.1750	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

Citywide Maintenance, Zone 10 (256-4572)								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Source of Funds:								
Assessment Fees	135,094	143,587	152,250	153,380	152,250	-1%	152,250	0%
Total Source of Funds	135,094	143,587	152,250	153,380	152,250	-1%	152,250	0%
Use of Funds:								
Personnel	10,074	17,603	17,895	18,525	25,778	39%	28,073	9%
Services & Supplies	44,407	54,945	86,939	106,689	90,124	-16%	92,599	3%
Transfers Out	62,310	63,924	68,573	69,401	67,303	-3%	35,833	-47%
Total Use of Funds	116,791	136,472	173,407	194,615	183,205	-6%	156,505	-15%
Funded FTE's	0.10625	0.16680	0.16680	0.1625	0.1625		0.1625	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT ADMINISTRATION (FUND 257)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$0	\$0	\$4	\$4	\$0		\$0	
Revenue Source:								
Investment Income	0	7	0	0	0	0%	0	0%
Transfers In	479,862	512,073	603,705	627,526	711,048	13%	743,377	5%
Total Revenue	479,862	512,080	603,705	627,526	711,048	13%	743,377	5%
Expenditures:								
Personnel	65,257	71,991	78,685	83,162	83,755	1%	87,125	4%
Services & Supplies	211,839	212,711	282,893	277,488	315,653	14%	332,516	5%
Transfers Out	13,838	14,256	22,003	22,003	23,052	5%	23,873	4%
Internal Services	188,928	213,118	225,162	244,877	288,588	18%	299,863	4%
Total Expenditures	479,862	512,076	608,743	627,530	711,048	13%	743,377	5%
Ending Balance, June 30	\$0	\$4	(\$5,034)	\$0	\$0		\$0	
				Funded 2014-15	Funded 2015-16		Funded 2016-17	
Funded FTE's:				0.325	0.325		0.325	

¹VARIANCE: Increase in vehicle fund charges and insurance.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

EAST LONE TREE STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT (FUND 259)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$95,383	\$72,032	\$71,076	\$71,076	\$65,840		\$94,223	
Revenue Source:								
Investment Income	378	698	250	250	300	20%	325	0%
Assessment Fees	60,031	115,295	143,330	144,394	143,330	-1%	143,330	0%
Total Revenue	60,409	115,993	143,580	144,644	143,630	-1%	143,655	0%
Expenditures:								
Personnel	10,074	17,603	17,900	18,514	25,778	39% ¹	28,073	9%
Services & Supplies	53,887	61,551	80,250	89,560	44,760	-50% ²	48,965	9%
Transfers Out	19,799	37,795	40,979	41,806	44,709	7%	45,833	3%
Total Expenditures	83,760	116,949	139,129	149,880	115,247	-23%	122,871	7%
Ending Balance, June 30	\$72,032	\$71,076	\$75,527	\$65,840	\$94,223		\$115,007	
				Funded 2014-15	Funded 2015-16		Funded 2016-17	
Funded FTE's:				0.1625	0.1625		0.1625	

¹VARIANCE: Position allocated to fund in FY16 higher paying classification and different bargaining unit than in FY15.

²VARIANCE: Fund no longer paying for irrigation water beginning in FY16.

STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS

POST RETIREMENT MEDICAL FUNDS 577, 578, 579 – Post Retirement Medical Funds are used to pay post retirement medical benefits for retirees under the following separate fund categories: Police (Fund 577), Miscellaneous (Fund 578), and Management (Fund 579).

RETIREE MEDICAL POLICE (FUND 577)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	(\$1,057,892)	(\$2,693,282)	\$64,556	\$64,556	(\$6,911)		\$37,583	
Revenue Source:								
Interest Income	32	12	0	0	0	0%	0	0%
Trust Deposits/Reimbursements	382,088	554,999	522,650	472,954	603,000	27%	614,000	2%
Other	0	2,724,926	0	613	0	-100%	0	0%
Total Revenues	382,120	3,279,937	522,650	473,567	603,000	27%	614,000	2%
Expenditures:								
Post Retirement Medical - Police	2,013,386	473,377	533,405	502,851	553,220	10%	608,220	10%
Transfer Out	0	44,531	0	37,268	0	-100% ¹	0	0%
Internal Services	4,124	4,191	4,842	4,915	5,286	8%	5,871	11%
Total Expenditures	2,017,510	522,099	538,247	545,034	558,506	2%	614,091	10%
Ending Balance, June 30	(\$2,693,282)	\$64,556	\$48,959	(\$6,911)	\$37,583		\$37,492	

¹VARIANCE: Reclassification of benefits for employee that changed bargaining units in FY15.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

RETIREE MEDICAL MISCELLANEOUS (FUND 578)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$878,829	\$495,839	\$40,092	\$40,092	\$106,569		\$119,488	
Source of Funds:								
Interest Income	0	28	0	350	100	0%	100	0%
Trust Deposits/Reimbursements	303,911	328,282	325,000	347,063	325,000	-6%	325,000	0%
Other	0	2,522	0	3,063	0	-100%	0	0%
Transfer In	0	18,220	0	0	0	0%	0	0%
Total Source of Funds	303,911	349,052	325,000	350,476	325,100	-7%	325,100	0%
Use of Funds:								
Post Retirement Medical - Misc.	682,384	800,090	318,620	278,620	306,200	10%	336,450	10%
Internal Services	4,517	4,709	5,194	5,379	5,981	11%	6,172	3%
Total Use of Funds	686,901	804,799	323,814	283,999	312,181	10%	342,622	10%
Ending Balance, June 30	\$495,839	\$40,092	\$41,278	\$106,569	\$119,488		\$101,966	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

RETIREE MEDICAL MANAGEMENT (FUND 579)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$872,310	\$940,669	\$81,470	\$81,470	\$204,296		\$181,988	
Source of Funds:								
Interest Income	-6	191	0	650	600	0%	450	0%
Trust Deposits/Reimbursements	490,856	565,898	585,000	632,482	585,000	-8%	585,000	0%
Other	123,117	5,502	0	5,309	0	-100%	0	0%
Transfers In	0	44,531	0	37,268	0	-100% ¹	0	0%
Total Source of Funds	613,967	616,122	585,000	675,709	585,600	-13%	585,450	0%
Use of Funds:								
Post Retirement Medical - Mgmt	537,565	1,448,749	580,620	543,370	597,300	10%	656,700	10%
Transfer Out	0	18,220	0	0	0	0%	0	0%
Internal Services	8,043	8,352	9,213	9,513	10,608	12%	10,948	3%
Total Use of Funds	545,608	1,475,321	589,833	552,883	607,908	10%	667,648	10%
Ending Balance, June 30	\$940,669	\$81,470	\$76,637	\$204,296	\$181,988		\$99,790	

¹VARIANCE: Reclassification of benefits for employee that changed bargaining units in FY15.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

DEBT SERVICE FUNDS

STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS

ABAG 2001 LEASE REVENUE BONDS FUND (411) – In July 2001, ABAG issued \$6,300,000 of Lease Revenue Bonds to refund the outstanding ABAG XXV Irrigation Project Lease and to finance the construction of a new clubhouse at the Lone Tree Golf Course. The Lone Tree Golf Course reimburses the City for all debt service and other expenditures of the fund. All construction funds have been drawn down. The bonds were refunded in fiscal year 2014-15 with the issuance of the Antioch Public Financing Authority 2015A Lease Revenue Refunding Bonds. This fund is closed as of March 31, 2015 and a new Antioch Public Financing Authority Fund has been established for the portion of the refunding related to these ABAG bonds.

ABAG 2001 DEBT SERVICE (FUND 411)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13	2013-14	2014-15	2014-15	2015-16	%	2016-17	%
	Actual	Actual	Budget	Revised	Proposed	Change	Proposed	Change
Beginning Balance, July 1	\$723,586	\$725,167	\$731,419	\$731,419	\$0		\$0	
Revenue Source:								
Investment Income	19,628	19,791	19,628	9,889	0	-100%	0	0%
Other	403,946	406,743	409,513	114,335	0	-100%	0	0%
Transfer in 2015A Bonds	0	0	0	4,358,191	0	-100%	0	
Total Revenues	423,574	426,534	429,141	4,482,415	0	-100%¹	0	0%
Expenditures:								
Services & Supplies	5,658	6,099	6,880	6,415	0	-100%	0	0%
Debt Service	416,335	414,183	416,445	5,207,226	0	-100%	0	0%
Transfer Out 2015A Bonds	0	0	0	193	0	-100%	0	0%
Total Expenditures	421,993	420,282	423,325	5,213,834	0	-100%¹	0	0%
Ending Balance, June 30	\$725,167	\$731,419	\$737,235	\$0	\$0		\$0	

¹VARIANCE: Bonds refinanced in February 2015 with issuance of Antioch Public Financing Authority 2015A Lease Revenue Refunding Bonds.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

HONEYWELL DEBT SERVICE FUND (416) – In 2009, the City entered into a lease agreement with Bank of America for funding of interior building lighting retrofit, and street and park lighting retrofit. The project is being completed by Honeywell. Funds to pay for the lease are from energy savings generated from the specific projects.

HONEYWELL DEBT SERVICE (FUND 416)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$0	\$0	\$0	\$0	\$0		\$0	
Revenue Source:								
Transfers In	510,605	516,140	521,729	521,729	527,374	1%	533,076	1%
Total Revenues	510,605	516,140	521,729	521,729	527,374	1%	533,076	1%
Expenditures:								
Debt Service	510,605	516,140	521,729	521,729	527,374	1%	533,076	1%
Total Expenditures	510,605	516,140	521,729	521,729	527,374	1%	533,076	1%
Ending Balance, June 30	\$0	\$0	\$0	\$0	\$0		\$0	

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

**ANTIOCH PUBLIC
FINANCING AUTHORITY**

STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS

APFA 2015A LEASE REVENUE REFUNDING BOND (ABAG 2001) FUND (410) – These bonds were issued to refund the ABAG 2001 Lease Revenue Bonds and the Antioch Public Financing Authority 2002 A&B Lease Revenue Bonds. Two funds have been established to account for the portions related to each respective bond issue that was refunded as the portion related to the 2002 Bonds are an enforceable obligation of the Successor Agency. The portion related to the ABAG 2001 Bonds will be reimbursed by the Lone Tree Golf Course. The final debt service payment is due May 1, 2032.

2015A LEASE REVENUE REFUNDING BOND (ABAG 2001) (FUND 410)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$0	\$0	\$0	\$0	\$7,661		\$0	
Revenue Source:								
Refunding Bond Proceeds	0	0	0	3,840,000	0	-100%	0	0%
Debt Premium	0	0	0	582,530	0	-100%	0	0%
Other	0	0	0	379	344,912	90906% ¹	347,856	1%
Transfer In ABAG Debt Svc.	0	0	0	193	0	-100%	0	0%
Total Revenues	0	0	0	4,423,102	344,912	-92%	347,856	1%
Expenditures:								
Services & Supplies	0	0	0	57,250	5,406	-91%	6,156	1%
Debt Service	0	0	0	0	347,167	100%	341,700	-2%
Transfer Out to ABAG Debt Svc.	0	0	0	4,358,191	0	-100% ²	0	0%
Total Expenditures	0	0	0	4,415,441	352,573	-92%	347,856	-1%
Ending Balance, June 30	\$0	\$0	\$0	\$7,661	\$0		\$0	

¹VARIANCE: Reimbursement from Lone Tree Golf Course for debt service on refinance portion of ABAG 2001 bonds.

²VARIANCE: Transfer to ABAG 2001 bonds to refund.

STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS

APFA 2002 LEASE REVENUE BONDS FUND (415) – These bonds were issued to advance refund the 1993 Lease Revenue Bonds and finance various projects throughout the City. This bond was refunded in fiscal year 2014-15 with the issuance of the APFA 2015A Lease Revenue Refunding Bonds. Fund 417 has been established to account for the portion of the new bonds issued related to the refinancing of these bonds. Funds are repaid by the City of Antioch as Successor Agency to the Antioch Development Agency.

2002 LEASE REVENUE BONDS (FUND 415)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13	2013-14	2014-15	2014-15	2015-16	%	2016-17	%
	Actual	Actual	Budget	Revised	Proposed	Change	Proposed	Change
Beginning Balance, July 1	\$641,258	\$911,184	\$900,553	\$900,553	\$0		\$0	
Revenue Source:								
Investment Income	21	48	50	126	0	-100%	0	0%
Transfers In	1,906,712	1,661,298	1,689,711	22,573,158	0	-100%	0	0%
Total Revenues	1,906,733	1,661,346	1,689,761	22,573,284	0	-100%¹	0	0%
Expenditures:								
Services & Supplies	6,280	6,523	5,455	6,735	0	-100%	0	0%
Debt Service	1,630,494	1,665,419	1,697,319	23,458,171	0	-100%	0	0%
Transfer Out	0	0	0	8,902	0	-100%	0	0%
Internal Services	33	35	38	29	0	-100%	0	0%
Total Expenditures	1,636,807	1,671,977	1,702,812	23,473,837	0	-100%¹	0	0%
Ending Balance, June 30	\$911,184	\$900,553	\$887,502	\$0	\$0		\$0	

¹VARIANCE: Bonds refinanced with issuance of Antioch Public Financing Authority 2015A Lease Revenue Refunding Bonds.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

APFA 2015A LEASE REVENUE REFUNDING BONDS (2002 BONDS) FUND (417) – These bonds were issued to refund the ABAG 2001 Lease Revenue Bonds and the Antioch Public Financing Authority 2002 A&B Lease Revenue Bonds. Two funds have been established to account for the portions related to each respective bond issue that was refunded as the portion related to the 2002 Bonds are an enforceable obligation of the Successor Agency. The final debt service payment is due May 1, 2032.

2015A LEASE REVENUE REFUNDING BONDS (2002 BONDS) (FUND 417)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	%	2016-17 Proposed	%
						Change		Change
Beginning Balance, July 1	\$0	\$0	\$0	\$0	\$41,128		\$0	
Revenue Source:								
Refunding Bond Proceeds	0	0	0	19,315,000	0	-100%	0	0%
Debt Premium	0	0	0	2,494,105	0	-100%	0	0%
Transfer In from APFA 2002 Bonds	0	0	0	8,902	0	-100%	0	0%
Transfer In from ADA Retirement Fd	0	0	0	0	1,353,624	100% ¹	1,354,675	0%
Total Revenues	0	0	0	21,818,007	1,353,624	-94%	1,354,675	0%
Expenditures:								
Services & Supplies	0	0	0	292,812	2,180	-99% ²	2,180	0%
Debt Service	0	0	0	0	1,392,528	100%	1,352,450	-3%
Transfer Out to APFA 2002 Bonds	0	0	0	21,484,055	0	-100% ³	0	0%
Internal Services	0	0	0	12	44	267%	45	2%
Total Expenditures	0	0	0	21,776,879	1,394,752	-94%	1,354,675	0%
Ending Balance, June 30	\$0	\$0	\$0	\$41,128	\$0		\$0	

¹VARIANCE: Debt service payments are reimbursed by City as Successor Agency to the Antioch Development Agency.

²VARIANCE: Cost of Issuance expenses for bond issuance in FY15.

³VARIANCE: To refund APFA 2002 bonds.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

APFA 1998 REASSESSMENT REVENUE BONDS FUND (736) – These bonds financed the construction of public improvements in the Lone Tree Assessment District. The original bonds were issued in a series from 1988 through 1995 and were refinanced in 1998. The final debt service payment was made September 2, 2014.

1998 REASSESSMENT REVENUE BONDS (FUND 736) Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$10,101,722	\$9,739,117	\$5,221,225	\$5,221,225	\$0		\$0	
Revenue Source:								
Investment Income	262,140	153,662	12,000	13,806	0	-100%	0	0%
Assessment Revenue	7,436,553	7,475,323	0	0	0	0%	0	0%
Other	22,432	0	0	0	0	0%	0	0%
Total Revenues	7,721,125	7,628,985	12,000	13,806	0	-100%¹	0	0%
Expenditures:								
Services & Supplies	90,775	93,620	2,772,977	2,551,845	0	-100%	0	0%
Debt Service	7,992,805	12,053,101	2,462,720	2,462,720	0	-100%	0	0%
Transfer Out	0	0	0	220,289	0	-100%	0	0%
Internal Services	150	156	172	177	0	-100%	0	0%
Total Expenditures	8,083,730	12,146,877	5,235,869	5,235,031	0	-100%¹	0	0%
Ending Balance, June 30	\$9,739,117	\$5,221,225	(\$2,644)	\$0	\$0		\$0	

¹VARIANCE: Final debt service payment made September 2014.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

**CITY OF ANTIOCH AS HOUSING AND
SUCCESSOR AGENCY TO THE
ANTIOCH DEVELOPMENT AGENCY**

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

HOUSING FUND (227)

The former Low and Moderate Income Housing Fund has been renamed to the Housing Fund with the election by the City to become Housing Successor the Antioch Development Agency. The Housing Fund accounts for outstanding enforceable obligations relating to existing housing activities.

HOUSING FUND (Fund 227)								
Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	%	2016-17 Proposed	%
						Change		Change
Beginning Balance, July 1	\$4,569,331	\$4,406,284	\$4,587,420	\$4,587,420	\$4,624,121		\$3,841,662	
Revenue Source:								
Investment Income	46,885	286,173	6,000	167,027	6,000	-96% ²	6,500	8%
Other	14,786	0	0	0	0	0%	0	0%
Total Revenue	61,671	286,173	6,000	167,027	6,000	-96%	6,500	8%
Expenditures:								
Personnel	320	0	0	0	0	0%	0	0%
Enforceable Obligations	0	98,388	147,155	95,919	154,223	61% ³	161,689	5%
Services & Supplies	224,398	6,649	34,236	34,407	634,236	1743% ⁴	34,236	-95%
Total Expenditures	224,718	105,037	181,391	130,326	788,459	505%	195,925	-75%
Ending Balance, June 30	\$4,406,284	\$4,587,420	\$4,412,029	\$4,624,121	\$3,841,662		\$3,652,237	
Committed for Vista Diablo	(802,237)	(703,881)	(556,726)	(607,962)	(453,739)		(292,050)	
Reserved for Deferred Set-Aside¹	(3,537,849)	(3,537,849)	(3,349,891)	(3,349,891)	(3,161,891)		(2,973,891)	
Fund Available	\$66,198	\$345,690	\$505,412	\$666,268	\$226,032		\$386,296	

¹NOTE: The Oversight Board approved as an enforceable obligation of the Successor Agency. The amount that can be claimed each year is based on a formula using the 2013-14 base year taxing entity distribution.

²VARIANCE: Significant amount of housing loan repayments received in FY15.

³VARIANCE: Projected payment to Vista Diablo Mobile Home Park.

⁴VARIANCE: Tabora Gardens project if developer gets approved for all funding of project.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

REDEVELOPMENT OBLIGATION RETIREMENT FUND (239)

This fund was established by the City as Successor Agency to the Antioch Development Agency to account for property tax receipts from Contra Costa County to pay enforceable obligations of the former Antioch Development Agency.

REDEVELOPMENT OBLIGATION RETIREMENT FUND (Fund 239) Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13	2013-14	2014-15	2014-15	2015-16	%	2016-17	%
	Actual	Actual	Budget	Revised	Proposed	Change	Proposed	Change
Beginning Balance, July 1	\$3,867,468	\$3,020,988	\$3,102,264	\$3,102,264	\$3,007,231		\$3,179,350	
Revenue Source:								
Taxes ¹	4,138,809	3,561,561	3,826,721	2,950,457	3,480,601	18%	3,495,339	0%
Investment Income	5,107	14,387	9,500	5,000	5,000	0%	5,000	0%
Transfers In	0	83,036	0	0	0	0%	0	0%
Total Revenue	4,143,916	3,658,984	3,836,221	2,955,457	3,485,601	18%	3,500,339	0%
Expenditures:								
Administration/Other	1,278,760	100,387	402,774	402,774	402,774	0%	350,000	-13%
Transfers Out ²	3,711,636	3,477,321	3,249,459	<u>2,647,716</u>	<u>2,910,708</u>	10%	<u>2,914,374</u>	0%
Total Expenditures	4,990,396	3,577,708	3,652,233	3,050,490	3,313,482	9%	3,264,374	-1%
Ending Balance, June 30	\$3,020,988	\$3,102,264	\$3,286,252	\$3,007,231	\$3,179,350		\$3,415,315	

¹NOTE: The County will be distributing taxes each June and January to pay for obligations due for the upcoming six month period. The payment expected in June will cover expenditures for the period of July 1 through December 31 of the next fiscal year. Therefore, revenues will not equal expenditures due to the timing difference of what period the money received covers.

²NOTE: Transfers Out are to the Antioch Public Financing Authority Fund to pay for debt service on the 2002 /2015A Lease Revenue Bonds for which the former Antioch Development Agency is obligated to pay, and debt service funds for the 2000, 2009 and 1994 Tax Allocation Bonds.

**STUDY SESSION – APRIL 28, 2015
SPECIAL REVENUE, DEBT SERVICE,
ANTIOCH PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY FUNDS**

THE CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY DEBT SERVICE AREA #1 (431) – This fund accounts for the repayment of the 2000 and 2009 Tax Allocation Bonds. The fund has been renamed to reflect the transfer of the obligation from the Antioch Development Agency to the City of Antioch as Successor Agency. Details of the outstanding bond issues are as follows:

2000 Series Tax Allocation Refunding Bonds – These bonds refunded the 1990 Tax Allocation Bonds and the 1992 Tax Allocation Bonds. The final debt service payment is scheduled to occur in September 2017.

2009 Series Tax Allocation Bonds – These bonds were issued in 2009 and purchased directly by the State of California Department of Water Resources for the Markley Creek Remediation Project. The final debt service payment is scheduled to occur in September 2027.

SUCCESSOR AGENCY PROJECT AREA #1 DEBT SERVICE (FUND 431) Statement of Revenues, Expenditures and Change in Fund Balance								
	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 Revised	2015-16 Proposed	% Change	2016-17 Proposed	% Change
Beginning Balance, July 1	\$146,030	\$146,045	\$147,622	\$147,622	\$147,667		\$147,667	
Revenue Source:								
Investment Income	20	21	5	20	20	0%	20	0%
Transfer In	1,551,844	1,564,248	1,559,748	1,558,613	1,557,084	0%	1,559,699	0%
Total Revenues	1,551,864	1,564,269	1,559,753	1,558,633	1,557,104	0%	1,559,719	0%
Expenditures:								
Debt Service	1,551,849	1,562,692	1,559,748	1,558,588	1,557,104	0%	1,559,719	0%
Total Expenditures	1,551,849	1,562,692	1,559,748	1,558,588	1,557,104	0%	1,559,719	0%
Ending Balance, June 30	\$146,045	\$147,622	\$147,627	\$147,667	\$147,667		\$147,667	



BE KIND TO ANIMALS WEEK

May 3 - 9, 2015

WHEREAS,

The first week of May is celebrated nationally as "Be Kind to Animals Week"; and

WHEREAS,

This special week in May is traditionally honored by humane-minded individuals, organizations, and governmental entities across the nation; and

WHEREAS,

We recognize the role of humankind as wise and caring stewards of all animal life; and

WHEREAS,

Kindness and compassion to every living creature uplifts the community and teaches our children by example; and

WHEREAS,

The Antioch Animal Services program aspires to the highest humane standards in its work and attempts to further kindness to animals through education and responsible adoption; and

WHEREAS,

The spirit of "Be Kind to Animals Week" will be celebrated here in Antioch during "Peaches' 7th Birthday Bash" on Saturday, May 2nd at the Antioch Animal Shelter from 11:00 A.M. to 3:00 P.M.

NOW, THEREFORE, I, WADE HARPER,

Mayor of the City of Antioch, do hereby proclaim the week of May 3 through May 9, 2015, as: "BE KIND TO ANIMALS WEEK" in the City of Antioch.

April 28, 2015

WADE HARPER, Mayor

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

**Special/Regular Meeting
5:30 P.M.**

**April 14, 2015
Council Chambers**

4:30 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: Operating Engineers Local Union No. 3 (OE3) and Public Employees Union Local 1.
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to California Government Code section 54956.9(d)(4): City as Successor Agency to the Antioch Development Agency: 1 matter.
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – This Closed Session is authorized by California Government Code §54957 – City Attorney.
4. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – This Closed Session is authorized by California Government Code §54957 – City Manager.

Mayor Harper called the meeting to order at 5:37 P.M., and City Clerk Simonsen called the roll.

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

PLEDGE OF ALLEGIANCE

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

STUDY SESSION – SPECIAL MEETING

1. **PRESENTATION AND DISCUSSION OF BUDGET DEVELOPMENT FOR THE GENERAL FUND, RECREATION FUND, PREWETT WATER PARK FUND, ANIMAL SERVICES FUND, AND MARINA FUND FOR THE 2015-17 FISCAL YEARS**

Finance Director Merchant gave a power point presentation and presented the staff report dated April 14, 2015 recommending the City Council provide direction and feedback regarding the budget development information provided for fiscal years 2015-17.

Mayor Harper, speaking to Staffing Requests for the Mayor’s Office Assistant position, stated he had brought this item forward and he was not asking for it to be funded at this time. He stated he was in contact with Workforce development to determine if it could be funded through their Earn and Learn program. He also suggested volunteer interns may be able to fill the position.

Mayor Harper thanked Finance Director Merchant for the comprehensive report.

Janet Costa, representing East County Regional Group (ECRG), announced they would be sharing the results of their park assessment with the City Council at the May 28, 2015 City Council meeting. She requested Council consider funding additional programming for children ages 0-5 years.

Rhea Elina Laughlin, representing First 5 Contra Costa, described services they provided in the community. She requested Council consider funding low cost programming for low income children.

Mark Jordan, Antioch resident, expressed concern regarding the City's unfunded retirement accounts and suggested the City consider converting to a Charter City and look for solutions that would produce a large amount of revenue.

In response to Mayor Harper, City Manager Duran reported the Master Fee Schedule would be coming to Council with recommended increases and in the fall staff would be bring back strategic decisions for Council consideration such as various business models for City facilities and recreation programming.

Councilmember Ogorchock suggested Council also consider selling the Marina and some of the City's vacant land.

Mayor Harper requested staff provide Council with more information on converting to a Charter City.

Finance Director Merchant provided the following schedule for budget study sessions: April 25, 2015, May 12, 2015, May 26, 2015 (as a placeholder for items that might be brought back) and June 23, 2015 for final adoption.

Mayor Harper adjourned the Study Session at 6:33 P.M.

Mayor Harper called the meeting to order at 7:07 P.M., and City Clerk Simonsen called the roll.

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

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, **#2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, Direction was given to Legal Counsel, **#3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION**, Discussed the process, and; **#4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION**, Discussed the process.

PLEDGE OF ALLEGIANCE

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

2. PROCLAMATIONS

- *Arbor Day, April 24, 2015*
- *Parkinson's Awareness Month, April 2015*
- *Sexual Assault Awareness Month, April 2015*

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

Councilmember Ogorchock presented the proclamation proclaiming April 24, 2015 as *Arbor Day* to Audrey Kuppenbender and members of the Riverview Garden Club who thanked the City Council for the recognition and presented them with an olive tree, grocery tote and garden seeds. They invited the community to attend the Arbor Day festivities at 3:30 P.M. on April 24, 2015 at Mira Vista Park and a Plant Sale from 9:00 A.M. – 1:00 P.M. on May 9, 2015 at Prewett Park.

Mayor Harper announced the *Parkinson's Awareness Month* and *Sexual Assault Awareness Month* proclamations would be given to the appropriate agencies.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Battalion Chief Richard Sonsteng gave an update on Contra Costa County Fire Department.

Mayor Harper requested Battalion Chief Richard Sonsteng provide Council with the date of the fire academy graduation so that they may attend.

Director of Parks and Recreation Kaiser announced the Summer Recreation Guide had been sent out and discussed various activities available for the community.

Mike Pollard announced the Antioch Prayer Breakfast had sold out and presented tickets for the event to Councilmembers Tiscareno and Rocha.

Martina Schmidt and Brandie Krey, representing the Undead Betty's Roller Derby League, announced they were site captains for the Keep Antioch Beautiful event and they would be hosting a bout on April 18, 2015. They noted tickets would be given away to people who participated in the Keep Antioch Beautiful social media contest. They reported they had completed paperwork to become a 501c3 and anyone wanting their support could contact them. They encouraged the children 7-17 years of age to participate in their junior program. Contact information was provided.

Julie Haas-Wajdowicz provided contact information for the Keep Antioch Beautiful event and encouraged residents to participate in the social media contest. She stated a list of upcoming Eco events were available in Council Chambers.

Martha Parsons encouraged everyone to participate in the Keep Antioch Beautiful event. Velma Wilson, Antioch resident, thanked Mayor Harper for participating in the Stuff the Bus school supply give away and announced the following events:

- 4th of July Luau themed fundraiser from 6:00 P.M. – 8:00 P.M. on April 30, 2015 at Paradise Skate
- Tackling the Taboo Molestation Within the African American Community forum at 6:00 P.M. on April 18, 2015 at the Delta Bay Church of Christ
- Kids Skate Free Program
- East County NAACP Scholarship and Awards banquet beginning at 6:00 P.M. on April 25, 2015 at the Lone Tree Golf and Event Center

Councilmember Rocha announced the Rivertown Jamboree Crab Feed would begin at 6:00 P.M. on April 18, 2015 at St. George's Episcopal Church.

Councilmember Ogorchock announced the Renew, Energize, and Donate (RED) bowling tournament would be held on May 13, 2015 at Delta Bowl with all proceeds going to the Antioch Senior Club.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen stated Board and Commission openings would be announced at the April 28, 2015 City Council meeting. He announced a Small Business Certification workshop would be held from 10:00 A.M. – 12:00 P.M. on April 23, 2015 at the Antioch Chamber of Commerce.

PUBLIC COMMENTS

Martha Parsons, representing the Memorial Day Event Committee, announced the celebration would be held on May 25, 2015 and asked to borrow a Merchant Marine flag for the event.

Don Williams, Antioch resident, offered to loan Ms. Parsons his Merchant Marine flag.

Mark Jordan, Antioch resident, discussed the City's unfunded liability and the benefits of converting to a Charter City. He questioned if the baseline budget for the Police Department assumed projected salary increases were coming from Measure C funds. He stated the Friday Morning Breakfast Club had sent to the City with their suggestions for budget revenues and expenditures.

Mark Mokski, Kids' Club Preschool, reported they lost their lease and requested the City Council's assistance in raising funds for renovations at their new location so that they could keep their services in Antioch.

Mayor Harper suggested Mr. Mokski phone him so that they could further discuss this matter.

Beverly Knight, Parks and Recreation Commissioner, presented the City Council with photos of City Park and requested the City's assistance in addressing homeless loitering in the area.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Tiscareno reported on his attendance at the TRANSPLAN subcommittee meeting and presented Mayor Harper a certificate from TRANSPLAN in recognition of his outstanding service. He noted he had also attended the Budget Subcommittee meeting, Antioch Police Department Volunteer Appreciation Breakfast, Veteran's Barbeque and the swearing-in ceremony for Officer Aaron Hughes.

Councilmember Ogorchock reported on her attendance at the League of California Cities and Police Department Volunteer Appreciation Breakfast.

Councilmember Wilson reported on her attendance at the Community Development Block Grant subcommittee meeting and Police Department Volunteer Appreciation Breakfast.

Mayor Harper reported on his attendance at a Prayer Breakfast, Delta Diablo Sanitation meeting, Budget subcommittee meeting, swearing-in ceremony for Officer Aaron Hughes, Planning Commission and Economic Development Commission interviews, Delta Diablo award ceremony, School Supply Giveaway and noted he was also teaching a leadership seminar at his church. He announced Tri Delta Transit and ABAG would be meeting next week.

Councilmember Rocha suggested Mayor Harper send a letter to Scott Lobaido, thanking him for his contribution of the United States Flag mural on the American Legion building.

Mayor Harper added that Mr. Lobaido would be painting a flag mural at an American Legions location in every state and it meant a lot that he had chosen Antioch as the location for California.

3. ROLL CALL – for Budget Committee Members Mayor Harper and Council Member Tiscareno

City Clerk Simonsen called the roll for the Budget Committee.

Present: Committee Member Tiscareno and Mayor Harper

A. APPROVAL OF BUDGET COMMITTEE MINUTES FOR MARCH 25, 2015

On motion by Committee Member Tiscareno and seconded by Mayor Harper, the Committee Members unanimously approved the minutes of March 25, 2015.

City Clerk Simonsen called the roll for Council Members/City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency

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

MAYOR'S COMMENTS - None

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

A. APPROVAL OF COUNCIL MINUTES FOR MARCH 24, 2015

B. APPROVAL OF COUNCIL WARRANTS

C. RESOLUTION NO. 2015/14 APPROVING A 60-DAY EXTENSION TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ANTIOCH AND PUBLIC EMPLOYEES' UNION LOCAL 1, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSION

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

PUBLIC HEARING

5. 2015-2023 HOUSING ELEMENT (GP-13-03)

Acting Senior Planner Morris presented the staff report dated April 14, 2015 recommending that the City Council adopt a resolution approving an environmental Initial Study/Negative Declaration and adopting the 2015-2023 Housing Element of the General Plan.

Sophie Martin, Dyett & Bhatia Urban, and Regional Planners, gave a Power Point presentation of the City of Antioch Housing Element Update dated April 14, 2015.

Mayor Harper opened and closed the public hearing with no speakers requesting to speak.

Councilmember Tiscareno thanked Ms. Martin for the report.

Ms. Martin reviewed the process for determining how the City could meet its Regional Housing Needs Allocation (RHNA).

RESOLUTION NO. 2015/15

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the City Council unanimously adopted a resolution approving an environmental Initial Study/Negative Declaration and adopting the 2015-2023 Housing Element of the General Plan.

COUNCIL REGULAR AGENDA

6. PLANNING COMMISSION APPOINTMENT FOR ONE PARTIAL-TERM VACANCY EXPIRING OCTOBER 2017

Mayor Harper nominated Al Mason for one partial-term vacancy on the Planning Commission.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously appointed Al Mason for one partial-term expiring in October 2017 on the Planning Commission.

7. ECONOMIC DEVELOPMENT COMMISSION APPOINTMENT FOR ONE PARTIAL-TERM VACANCY EXPIRING JUNE 2015

Mayor Harper nominated Joshua Young for one partial-term vacancy on the Economic Development Commission.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously appointed Joshua Young for one partial-term expiring in June 2015 on the Economic Development Commission.

8. APPROVAL OF PROPOSAL AND AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH RHAA LANDSCAPE ARCHITECTURE AND PLANNING TO PROVIDE DESIGN SERVICES FOR THE PREWETT COMMUNITY PARK IMPROVEMENTS (PW 567-C4)

Project Consultant Karste, presented the staff report dated April 14, 2015 recommending the City Council adopt a resolution authorizing the City Manager to execute an agreement with RHAA Landscape Architecture and Planning (RHAA) to provide design services for the period of May 1, 2015 through August 30, 2016, for an amount not to exceed \$241,264 and amend the 2014/2015 Capital Improvement Budget funding for this project from \$119,400 to \$410,664.

In response to Mayor Harper, Consultant Karste provided a timeline for the project and a list of project priorities. With regards to a monument sign, he noted the project would most likely not be financially or logistically possible and at this time they were focused on getting the major community service elements developed.

Councilmember Tiscareno suggested the possibility of the monument sign being a marketing component with sponsorships.

RESOLUTION NO. 2015/16

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously adopted a resolution authorizing the City Manager to execute an agreement with RHAA Landscape Architecture and Planning (RHAA) to provide design services for the period of May 1, 2015 through August 30, 2016, for an amount not to exceed \$241,264 and amended the 2014/2015 Capital Improvement Budget funding for this project from \$119,400 to \$410,664.

9. APPROVAL OF A RESOLUTION AND AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH QPCS TO PROVIDE THE SECURITY CAMERA SYSTEM DESIGN AND INSTALLATION SERVICES FOR THE PREWETT COMMUNITY PARK PROJECT (PW 567-C4)

Consultant Karste presented the staff report dated April 14, 2015 recommending the City Council adopt a resolution authorizing the City Manager to sign the Consultant Services Agreement with QPCS and approve the sole source request and proposal to provide the security camera system design and installation services for the period of May 1, 2015 through October 31, 2015, for an amount not to exceed \$92,500, and authorize the Director of Finance to amend the 2014-2015 Capital Improvement Budget by \$92,500.

Mayor Harper stated with the community park improvements, he felt it would be beneficial to install the security cameras as soon as possible.

RESOLUTION NO. 2015/17

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adopted a resolution authorizing the City Manager to sign the Consultant Services Agreement with QPCS and approved the sole source request and proposal to provide the security camera system design and installation services for the period of May 1, 2015 through October 31, 2015, for an amount not to exceed \$92,500, and authorized the Director of Finance to amend the 2014-2015 Capital Improvement Budget by \$92,500.

10. YOUTH COMMISSION FOLLOW UP AND REPORT

Parks and Recreation Director Kaiser presented the staff report dated April 14, 2015 recommending the City Council receive the report and provide direction.

Following discussion, the Council majority voiced their support for the formation of the Antioch Council of Teens (ACT) to engage youth in the community and indicated their continued interest in the future development of a formal Youth Commission.

Councilmember Tiscareno stated he felt the City should create a formal Youth Commission now.

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock, the City Council received the report. The motion carried the following vote:

Ayes: Wilson, Ogorchock, Rocha, Harper

Noes: Tiscareno

11. CONSIDERATION OF FUNDING FOR JULY 4TH EVENT

Parks and Recreation Director Kaiser presented the staff report dated April 14, 2015 recommending the City Council discuss and direct staff regarding a request for City funding of a 4th of July event.

Joy Motts, Martha Parsons, and Wayne Harrison gave a history of the 4th of July event and discussed the plans for this year's festivities. They requested the City partner with them and financially sponsor the celebration.

Chief Cantando stated the Antioch Police Department had not received a plan for this year's event. He reported on 4th of July, regularly scheduled officers would be working with officers on overtime and depending on the length of the event, costs would vary. He stated Antioch, being one of only two local jurisdictions having an event, would indicate everyone scheduled for overtime would need to be available.

Mayor Harper expressed concern plans for the event had not been shared with the Antioch Police Department.

In response to Councilmember Wilson, City Manager Duran explained that staff reviewed and was working on revisions to the event policy which would be brought forth for Council consideration on April 28 or May 12, 2015. He noted costs for Police and Public Works assistance were already included in the budget.

Mayor Harper stated the Celebrate Antioch Foundation had done a great job fundraising for a City sponsored event and suggested the City provide \$15,000 in additional funding through the Arts and Cultural Foundation, provided they were willing to serve as the fiscal agent, or otherwise, directly to Celebrate Antioch.

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council moved to provide \$15,000 in additional funding for the 4th of July event beyond Police and Public Works assistance with the funds provided to the Arts and Cultural Foundation if they are willing to serve as the fiscal agent or otherwise directly to the Celebrate Antioch Foundation.

12. EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (EBRCSA)

Chief Cantando presented the staff report dated April 14, 2015 recommending the City Council adopt a resolution authorizing the City Manager to execute an agreement with the East Bay Regional Communications System Authority (EBRCSA) allowing the City of Antioch to become a participating member of the EBRCSA Joint Powers Authority before the end of fiscal year 2014/15, and authorizing a budget amendment of \$1.83 million to fund the associated expense.

The Council discussed the importance of Antioch being able to directly communicate with Officers from surrounding allied agencies.

RESOLUTION NO. 2015/18

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously adopted a resolution authorizing the City Manager to execute an agreement with the East Bay Regional Communications System Authority (EBRCSA) allowing the City of Antioch to become a participating member of the EBRCSA Joint Powers Authority before the end of fiscal year 2014/15, and authorized a budget amendment of \$1.83 million to fund the associated expense.

Chief Cantando thanked the City Council for supporting Measure O to help fund this project. He noted Captain Brooks had a meeting scheduled for April 16, 2015 with East Bay Regional Communications System Authority to start the process and with the goal to have it completed in 4 – 6 months.

13. CAVALLO ROAD/COUNTRY HILLS DRIVE PAVEMENT REHABILITATION (P.W. 392-29)

Public Works Director/City Engineer Bernal presented the staff report dated April 14, 2015 recommending the City Council award the Cavallo Road/Country Hills Drive Pavement Rehabilitation project to the low bidder, MCK Services, Inc. in the amount of \$1,436,930.00 and authorize the City Manager to execute an agreement with MCK Services for the work.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously awarded the Cavallo Road/Country Hills Drive Pavement Rehabilitation project to the low bidder, MCK Services, Inc. in the amount of \$1,436,930.00 and authorized the City Manager to execute an agreement with MCK Services for the work.

14. THREE (3) PERSON LANDSCAPING TRIM AND CLEAN UP BID AWARD

Public Works Director/City Engineer Bernal presented the staff report dated April 14, 2015 recommending the City Council authorize the City Manager or his designee to award the 3-Person Landscaping Trim and Clean Up contract to Silva's Landscape and Design, Patterson, CA for

\$864.00 per day (based on an 8-hour day) not to exceed \$175,000 per year for the term of five years.

Councilmember Tiscareno expressed concern for the length of the contract noting with an improved economy, it may be possible to bring the work back in-house prior to 5 years. He stated he would like to see data associated with City employees performing the work.

A motion was made by Councilmember Tiscareno to table this matter.

City Attorney Nerland explained the motion to table would mean the item would not be brought back unless three Councilmembers vote to bring it back, as opposed to a continuance if there was a request for additional information.

Councilmember Tiscareno clarified he would like to amend his motion to continue this item.

A motion was made by Councilmember Tiscareno and seconded by Councilmember Rocha, to continue this item.

In response to Councilmember Ogorchock, Deputy Director of Public Works Bechtholdt reported the existing contractor defaulted and the work was not being done at this time. He noted if approved, this contractor would be taking over that job.

Councilmember Tiscareno withdrew the motion to continue and Councilmember Rocha withdrew the second.

City Attorney Nerland stated typically the City had a standard termination provision in contracts. She noted a motion could indicate if there was not the provision included, then the matter would be brought back to Council for further discussion. .

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council authorized the City Manager or his designee to award the 3-Person Landscaping Trim and Clean Up contract to Silva's Landscape and Design, Patterson, CA for \$864.00 per day (based on an 8-hour day) not to exceed \$175,000 per year for the term of five years with the caveat to bring back to Council if the City's standard contract termination provision was not included.

15. VAC-CON VEHICLE REPLACEMENT

Public Works Director/City Engineer Bernal presented the staff report dated April 14, 2015 recommending the City Council authorize the purchase of one Vac-Con Model V311E/1300 Combination Sewer and Storm Drain Cleaner mounted on a new Peterbuilt truck and chassis under National Joint Powers Alliance (NJPA) cooperative purchase contract number 022014-AMI to Atlantic Machinery, Inc. for \$405,341.57.

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the City Council unanimously authorized the purchase of one Vac-Con Model V311E/1300 Combination Sewer

and Storm Drain Cleaner mounted on a new Peterbuilt truck and chassis under National Joint Powers Alliance (NJPA) cooperative purchase contract number 022014-AMI to Atlantic Machinery, Inc. for \$405,341.57.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Councilmember Rocha announced Congressman DeSaulnier would be hosting a roundtable discussion at 2:15 P.M. on April 17, 2015 at Antioch High School.

Mayor Harper thanked everyone for their patience with the long agenda and staff for providing detailed staff reports.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 9:27 P.M. to the next regular Council meeting on April 28, 2015.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 APRIL 3-16, 2015
 FUND/CHECK#

100 General Fund

Non Departmental

355872	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	2,448.50
355888	DAHLIN GROUP INC	CONSULTING SERVICES	1,710.00
355889	DE LUNA, SILVIA	DEPOSIT REFUND	963.42
355929	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	11,187.28
355934	STANTEC CONSULTING	DESIGN REVIEW SERVICES	1,205.00
355940	UNITED STATES POSTAL SERVICE	METER POSTAGE	11,000.00
355988	DEPT OF CONSERVATION	QTR4 2014 REMITTANCE	6,212.80
355990	DIVISION OF STATE ARCHITECT	SB1186 REMITTANCE	241.50

City Attorney

355912	LEXISNEXIS	ONLINE LEGAL RESEARCH	76.50
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City Manager

355873	CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	318.00
355877	STATE OF CALIFORNIA	USE TAX	0.11

City Clerk

355877	STATE OF CALIFORNIA	USE TAX	2.53
355894	EIDEN, KITTY J	MINUTES CLERK	210.00
355965	BAY AREA NEWS GROUP	LEGAL AD	312.39
356014	MARICAL	PAPER	385.49

City Treasurer

355898	GARDA CL WEST INC	ARMORED CAR PICK UP	226.93
355922	PFM ASSET MGMT LLC	ADVISORY SERVICES	6,619.68

Human Resources

355963	BANK OF AMERICA	SUPPLIES	218.82
355985	CREATIVE SUPPORTS INC	SUPPLIES	1,060.42
355999	FEDEX	SHIPPING	24.37
356008	JOBS AVAILABLE INC	RECRUITMENT AD	331.50

Economic Development

355892	EAST BAY LEADERSHIP COUNCIL	MEMBERSHIP RENEWAL	1,620.00
355920	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	347.81
356009	K2GC	ABATEMENT SERVICES	668.52

Finance Administration

355961	BANK OF AMERICA	GFOA MEMBERSHIP	50.00
355999	FEDEX	SHIPPING	21.89

Finance Accounting

355866	AT AND T MCI	BITECH PHONE LINE	489.14
355961	BANK OF AMERICA	JOB POSTING	225.00

Finance Operations

355938	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.30
355961	BANK OF AMERICA	POSTAGE MACHINE SUPPLIES	583.15
355999	FEDEX	SHIPPING	19.94

Non Departmental

355899	GISELLE BOR	LIABILITY CLAIM	450.00
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Public Works Street Maintenance

3B

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 Finance Accounting
 4/23/2015

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 APRIL 3-16, 2015
 FUND/CHECK#

355877 STATE OF CALIFORNIA	USE TAX	74.50
Public Works-Signal/Street Lights		
355877 STATE OF CALIFORNIA	USE TAX	98.01
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,205.76
924135 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,388.36
924141 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	485.79
Public Works-Striping/Signing		
355861 ALTA FENCE	GUARD RAIL REPAIR	2,937.00
355877 STATE OF CALIFORNIA	USE TAX	13.13
356006 INTERSTATE SALES	TRAFFIC PAINT	2,199.51
356010 KELLY MOORE PAINT CO	SUPPLIES	86.95
Public Works-Facilities Maintenance		
355862 AMERICAN PLUMBING INC	PLUMBING SERVICES	175.00
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	9,148.17
355950 AMERICAN PLUMBING INC	PLUMBING SERVICES	232.50
355991 DREAM RIDE ELEVATOR	ELEVATOR SERVICES	240.00
355998 FASTENAL CO	SUPPLIES	7.00
356021 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	100.00
356043 STATE OF CALIFORNIA	INSPECTION SERVICES	225.00
Public Works-Parks Maint		
355862 AMERICAN PLUMBING INC	PLUMBING SERVICES	1,001.51
355877 STATE OF CALIFORNIA	USE TAX	9.85
355913 MIRACLE PLAY SYSTEMS INC	EQUIPMENT	9,652.69
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	687.56
356027 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	59,291.21
Public Works-Median/General Land		
355877 STATE OF CALIFORNIA	USE TAX	0.06
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,441.14
355947 ACE HARDWARE, ANTIOCH	PVC FITTINGS	42.16
Police Administration		
355864 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	90.00
355877 STATE OF CALIFORNIA	USE TAX	133.18
355894 EIDEN, KITTY J	MINUTES CLERK	126.00
355909 KOCH, MATTHEW T	EXPENSE REIMBURSEMENT	90.00
355917 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	268.21
355938 UNITED PARCEL SERVICE	SHIPPING	30.43
355962 BANK OF AMERICA	TRAINING EXPENSE	757.00
355972 CANTANDO, ALLAN J	EXPENSE REIMBURSEMENT	45.61
355973 CCMA	MEETING EXPENSE	245.00
355978 CONTRA COSTA COUNTY	4/27-5/1 TUITION-TAYLOR	205.00
355979 CONTRA COSTA COUNTY	5/18-5/22 TUITION-TAYLOR	248.00
355982 CCC POLICE CHIEFS ASSOC	TUITION-LADUE	50.00
356030 PORAC LEGAL DEFENSE FUND	RESERVE DUES	30.00
356031 PORAC LEGAL DEFENSE FUND	RESERVE DUES	40.50
356044 TAYLOR-FLOURNOY, DARLENE	MEAL ALLOWANCE	75.00
Police Community Policing		

Prepared by: Georgina Meek
 Finance Accounting
 4/23/2015

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 APRIL 3-16, 2015
 FUND/CHECK#

355999 FEDEX	SHIPPING	23.08
356017 MCMURRY, JAMES P	EXPENSE REIMBURSEMENT	45.45
356022 OCCUPATIONAL HEALTH CENTERS	PREPLACEMENT MEDICAL	1,628.00
Police Communications		
355865 AT AND T MCI	PHONE	655.27
355867 AT AND T MOBILITY	HIGH SPEED WIRELESS	437.31
355868 AT AND T MOBILITY	HIGH SPEED WIRELESS	442.43
355877 STATE OF CALIFORNIA	USE TAX	29.38
355880 COMCAST	CONNECTION SERVICES	333.00
355900 GLOBALSTAR	SATELLITE PHONE	87.79
355921 PACIFIC TELEMAGEMENT SERVICES	LOBBY PAY PHONE	78.00
356034 RESPONSIVE COMMUNICATION SVCS	COMPUTER REPAIR	172.25
924140 HUBB SYSTEMS LLC DATA 911	EQUIPMENT	629.30
Office Of Emergency Management		
924136 KARSTE CONSULTING INC	CONSULTING SERVICES	1,320.00
Police Community Volunteers		
356011 KILBOURNE AND KILBOURNE	SUPPLIES	135.50
Police Facilities Maintenance		
355877 STATE OF CALIFORNIA	USE TAX	65.28
355920 PACIFIC GAS AND ELECTRIC CO	GAS	13,385.88
355953 ANGLIM FLAGS	FLAG	230.06
355991 DREAM RIDE ELEVATOR	ELEVATOR SERVICES	80.00
356032 RANGE MAINTENANCE SERVICES LLC	RANGE MAINTENANCE	2,550.00
356036 SF SPACE SOLUTIONS	SYSTEM REPAIR	1,600.00
Community Development Administration		
355961 BANK OF AMERICA	CELL PHONE EQUIPMENT	68.90
Community Development Land Planning Services		
355894 EIDEN, KITTY J	MINUTES CLERK	105.00
355929 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	5,112.18
355989 DIABLO LIVE SCAN	FINGERPRINTING	20.00
356040 STATE OF CALIFORNIA	FINGERPRINTING	32.00
CD Code Enforcement		
355883 CONTRA COSTA COUNTY	LIEN RELEASE FEES	105.00
355906 INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	1,010.00
355925 PRINT CLUB	FORMS	268.14
355948 ALLIED WASTE SERVICES	ABATEMENT GARBAGE	4,207.32
355961 BANK OF AMERICA	LODGING-GRAHAM	832.18
356009 K2GC	ABATEMENT SERVICES	7,530.77
PW Engineer Land Development		
355877 STATE OF CALIFORNIA	USE TAX	2.69
356045 TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	14,115.00
Community Development Engineering Services		
355877 STATE OF CALIFORNIA	USE TAX	1.60
356014 MARICAL	PAPER	96.36

212 CDBG Fund

CDBG

Prepared by: Georgina Meek
 Finance Accounting
 4/23/2015

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 APRIL 3-16, 2015
 FUND/CHECK#

355906	INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	21,417.50
355961	BANK OF AMERICA	CHAIR	141.68
356023	OFFICE MAX INC	OFFICE SUPPLIES	71.05
213 Gas Tax Fund			
Streets			
355920	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	28,296.56
355965	BAY AREA NEWS GROUP	LEGAL AD	379.14
214 Animal Control Fund			
Animal Control			
355877	STATE OF CALIFORNIA	USE TAX	119.39
355910	KOEFRAN SERVICES INC	ANIMAL DISPOSAL SERVICES	1,850.00
355915	MWI VETERINARY SUPPLY CO	SUPPLIES	933.59
355920	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	704.53
355941	VORTECH PHARMACEUTICALS	SUPPLIES	354.58
355968	BAYER HEALTH CARE	SUPPLIES	99.42
355995	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	2,381.35
356016	MCCALL, JOHN	ADOPTION FEE REFUND	200.00
219 Recreation Fund			
Non Departmental			
355859	AKALAL, MELANIE	DEPOSIT REFUND	500.00
355933	RUAH COMMUNITY OUTREACH	DEPOSIT REFUND	500.00
355949	AMERICAN UNIVERSITY WOMEN	DEPOSIT REFUND	500.00
355974	CHRIST EMBASSY CHURCH	DEPOSIT REFUND	500.00
355996	EKPEBE, MOSES	DEPOSIT REFUND	500.00
356027	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,475.00
356039	STATE BOARD OF EQUALIZATION	SALES TAX	451.71
Recreation Admin			
355920	PACIFIC GAS AND ELECTRIC CO	GAS	1,061.95
355974	CHRIST EMBASSY CHURCH	RENTAL REVENUE REFUND	1,023.00
Senior Programs			
355920	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	707.95
Recreation Classes/Prog			
355891	DISCOUNT SCHOOL SUPPLY	SUPPLIES	217.54
355895	EL CAMPANIL THEATRE PRESERVATION	THEATRE RENTAL	600.00
355911	KOVALICK, LUANNE	CONTRACTOR PAYMENT	1,509.60
355914	MUIR, ROXANNE	CONTRACTOR PAYMENT	456.00
355931	ROBERTS, NANCY	CONTRACTOR PAYMENT	740.40
355959	BAGNESCHI, ALBERTA	CONTRACTOR PAYMENT	441.60
355964	BANK OF AMERICA	CLIP ART SERVICES	771.47
355992	DUGAND, KARINA	CONTRACTOR PAYMENT	735.60
356001	GEDDES MUSIC BRENTWOOD	CONTRACTOR PAYMENT	213.00
356025	ORTIZ, CHERYL	CONTRACTOR PAYMENT	285.60
356049	WE ARE ONE PRODUCTIONS	CONTRACTOR PAYMENT	907.20
Recreation Camps			
355964	BANK OF AMERICA	RECRUITMENT	486.41
Recreation Sports Programs			

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 APRIL 3-16, 2015
 FUND/CHECK#

355920	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,635.16
355935	STAR SPORTS	SOFTBALLS	2,037.86
355939	UNITED STATES POSTAL SERVICE	BULK MAIL FEE	220.00
355964	BANK OF AMERICA	SUPPLIES	311.63
355970	BSN SPORTS	SPORTS EQUIPMENT	572.51
355971	CALIFORNIA USSSA	REGISTRATION FEES	765.00
355976	CONCORD SOFTBALL UMPIRES	UMPIRE FEES	1,103.00
356020	NEOPOST	EQUIPMENT RENTAL	61.97
Recreation Concessions			
355924	PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	210.12
355984	COSTCO	CONCESSIONS SUPPLIES	336.08
Recreation-New Comm Cntr			
355877	STATE OF CALIFORNIA	USE TAX	5.34
355880	COMCAST	CONNECTION SERVICES	1,587.42
355924	PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	122.37
355964	BANK OF AMERICA	RED CROSS CERTIFICATION	664.06
355966	BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICE	995.00
355998	FASTENAL CO	SUPPLIES	60.31
356000	GARDA CL WEST INC	ARMORED CAR PICK UP	52.47
356015	MARLIES CLEANING SERVICE	CLEANING SERVICE	335.00
356027	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,619.00
356029	PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	66.04
924137	UNLIMITED GRAPHIC & SIGN NETWORK	NAME PLATE	43.60
924141	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,648.80
221 Asset Forfeiture Fund			
Non Departmental			
355882	CONTRA COSTA COUNTY	ASSET FORFEITURE	3,629.20
355885	COVARRUBIAS, WENDY	ASSET FORFEITURE	217.75
222 Measure C/J Fund			
Streets			
355897	FEDERAL ADVOCATES INC	ADVOCACY SERVICES	5,000.00
226 Solid Waste Reduction Fund			
Solid Waste Used Oil			
355881	CCC CLEAN WATER PROGRAM	USED OIL PROGRAM	3,000.00
Solid Waste			
355906	INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	332.50
228 Abandoned Vehicles Fund			
Abandoned Vehicles			
355906	INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	210.00
229 Pollution Elimination Fund			
Channel Maintenance Operation			
355877	STATE OF CALIFORNIA	USE TAX	1.03
251 Lone Tree SLLMD Fund			
Lonetree Maintenance Zone 1			
355920	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	635.63
Lonetree Maintenance Zone 2			

Prepared by: Georgina Meek
 Finance Accounting
 4/23/2015

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 APRIL 3-16, 2015
 FUND/CHECK#

355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	615.42
355936 STEWARTS TREE SERVICE INC	TREE SERVICES	1,200.00
252 Downtown SLLMD Fund		
Downtown Maintenance		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	289.73
253 Almondridge SLLMD Fund		
Almondridge Maintenance		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	181.52
254 Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	511.25
Hillcrest Maintenance Zone 2		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	630.80
355936 STEWARTS TREE SERVICE INC	TREE SERVICES	550.00
Hillcrest Maintenance Zone 4		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	539.42
255 Park 1A Maintenance District Fund		
Park 1A Maintenance District		
355920 PACIFIC GAS AND ELECTRIC CO	GAS	133.23
924135 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,460.14
256 Citywide 2A Maintenance District Fund		
Citywide 2A Maintenance Zone 3		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	65.66
Citywide 2A Maintenance Zone 4		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	245.22
Citywide 2A Maintenance Zone 5		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	415.84
Citywide 2A Maintenance Zone 6		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	196.56
Citywide 2A Maintenance Zone 9		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	410.36
Citywide 2A Maintenance Zone10		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	106.50
257 SLLMD Administration Fund		
SLLMD Administration		
355877 STATE OF CALIFORNIA	USE TAX	14.03
355927 QUENVOLDS	SAFTEY SHOES-HARRIS	221.27
311 Capital Improvement Fund		
Streets		
355952 ANCHOR CONCRETE CONSTRUCTION	SIDEWALK REPAIR PROJECT	12,121.05
312 Prewett Family Park Fund		
Parks & Open Space		
924142 KARSTE CONSULTING INC	CONSULTING SERVICES	6,240.00
570 Equipment Maintenance Fund		
Non Departmental		

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 Finance Accounting
 4/23/2015

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 APRIL 3-16, 2015
 FUND/CHECK#

355904 HUNT AND SONS INC	FUEL	3,073.68
Equipment Maintenance		
355860 ALL STAR AUTO ELECTRIC	ALTERNATOR REPAIR	520.48
355877 STATE OF CALIFORNIA	USE TAX	49.35
355893 EAST BAY TIRE CO	TIRE REPAIR	38.00
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	368.51
355923 PHILS DIESEL CLINIC	VALVE	253.72
355926 PULLTARPS	TARPS	717.15
355943 WALNUT CREEK CHRYSLER JEEP	BRAKE PARTS	182.04
355944 WALNUT CREEK FORD	BRAKE PARTS	852.67
355955 ANTIOCH AUTO PARTS	EXHAUST CLAMP	78.85
355957 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	305.87
355961 BANK OF AMERICA	CAR REPAIR	162.40
355993 EAST BAY TIRE CO	TIRE REPAIR	301.06
355998 FASTENAL CO	SUPPLIES	444.87
924139 GOLDEN WEST BETTERWAY UNIFORMS	SUPPLIES	61.36
573 Information Services Fund		
Information Services		
356048 VERIZON WIRELESS	DATA USAGE	118.14
Network Support & PCs		
355870 BMC SOFTWARE INC	SUPPORT MAINTENANCE	2,419.90
355877 STATE OF CALIFORNIA	USE TAX	1.33
355879 COMCAST	INTERNET SERVICES	177.40
355880 COMCAST	CONNECTION SERVICES	1,042.47
355896 EMBERLIN, DAVID C	MILEAGE REIMBURSEMENT	65.55
356037 SOFTCHOICE CORPORATION	LICENSE AGREEMENT	3,755.75
356048 VERIZON WIRELESS	DATA USAGE	699.61
924131 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	261.87
924134 DIGITAL SERVICES	WEBSITE MAINTENANCE	3,020.00
Office Equipment Replacement		
355877 STATE OF CALIFORNIA	USE TAX	4.97
356037 SOFTCHOICE CORPORATION	LICENSE AGREEMENT	3,755.75
577 Post Retirement Medical-Police Fund		
Non Departmental		
924138 RETIREE	MEDICAL AFTER RETIREMENT	270.95
580 Loss Control Fund		
Human Resources		
355985 CREATIVE SUPPORTS INC	OFFICE EQUIPMENT	1,633.43
611 Water Fund		
Non Departmental		
355858 ACCELA INC	LUCITY LICENSE RENEWAL	966.67
355869 BISHOP CO	SUPPLIES	955.89
355877 STATE OF CALIFORNIA	USE TAX	10.47
355887 CWEA SFBS	CERTIFICATE RENEWAL	130.00

Prepared by: Georgina Meek
 Finance Accounting
 4/23/2015

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 APRIL 3-16, 2015
 FUND/CHECK#

355998	FASTENAL CO	SUPPLIES	4,401.14
356002	GOLOGO PROMOTIONS	SUPPLIES	362.05
924139	GOLDEN WEST BETTERWAY UNIFORMS	SUPPLIES	9,085.94
Water Supervision			
355919	ONLINE RESOURCES	TRANSACTION REFUND	177.11
355997	ENTERRA ENVIRONMENTAL	TRAINING	285.00
Water Production			
355871	BORGES AND MAHONEY	SUPPLIES	197.27
355877	STATE OF CALIFORNIA	USE TAX	37.69
355878	COLANTUONO HIGHSMITH & WHATLEY	LEGAL SERVICES	5,898.75
355920	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	102,584.34
355951	AMERICAN WATER COLLEGE	TRAINING	480.00
355954	ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL SERVICES	125.00
355958	AUTOMATED VALVE SERVICES	CONTROL VALVE REPAIR	400.00
355997	ENTERRA ENVIRONMENTAL	TRAINING	950.00
355998	FASTENAL CO	BOLT SET	168.47
356003	IEH LABORATORIES	LAB TESTING	350.00
356038	SOUTHWEST VALVE LLC	SUPPLIES	568.64
356050	WESCO RECEIVABLES CORP	SUPPLIES	1,769.64
924132	CHEMTRADE CHEMICALS US LLC	ALUM	4,669.78
924133	CONSOLIDATED ELECTRICAL DIST INC	LED LAMPS	1,083.36
924141	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	725.49
Water Distribution			
355858	ACCELA INC	LUCITY LICENSE RENEWAL	483.33
355863	ANTIOCH BUILDING MATERIALS	ASPHALT	17,637.27
355877	STATE OF CALIFORNIA	USE TAX	77.84
355880	COMCAST	CONNECTION SERVICES	333.00
355884	COUNTY ASPHALT	ASPHALT	1,457.07
355887	CWEA SFBS	CERTIFICATE RENEWAL-SCHATZ	26.00
355905	INFOSEND INC	POSTAGE COSTS	3,464.14
355918	OLSEN, LOUIS	CERTIFICATION REIMBURSEMENT	130.00
355927	QUENVOLDS	SAFETY SHOES-DODSON	441.50
355930	ROBERTS AND BRUNE CO	PIPE & FITTINGS	2,577.39
355932	ROYAL BRASS INC	HOSE FITTINGS	64.62
355936	STEWARTS TREE SERVICE INC	TREE SERVICES	800.00
355937	TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
355946	ACCURATE POLY COATINGS	FLOOR COATING	1,896.60
355956	ANTIOCH BUILDING MATERIALS	ASPHALT	5,944.88
355967	BAY VALVE SERVICE & ENGINEERING	GEAR BOX REPAIR	1,263.00
355977	CONNELLY, SHAUN P	COURSE REIMBURSEMENT	113.68
355997	ENTERRA ENVIRONMENTAL	TRAINING	1,425.00
355998	FASTENAL CO	SUPPLIES	452.69
355999	FEDEX	SHIPPING	54.35
356004	INFOSEND INC	PROGRAMMING CHANGE FEE	75.00
356012	L SERPA TRUCKING INC	TRUCK RENTAL	6,349.50
356033	RED WING SHOE STORE	SAFETY SHOES-LOLOGO	406.85

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 Finance Accounting

4/23/2015

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 APRIL 3-16, 2015
 FUND/CHECK#

356035 ROBERTS AND BRUNE CO	PIPE & FITTINGS	717.61
356047 USA BLUE BOOK	VALVE KEY TOOL	731.34
Public Buildings & Facilities		
355975 CON QUEST CONTRACTORS INC	PIPING/PUMP PROJECT	261,100.85
356019 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	2,015.00
Warehouse & Central Stores		
355938 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.30
621 Sewer Fund		
Non Departmental		
355858 ACCELA INC	LUCITY LICENSE RENEWAL	966.67
355890 DEJANVIER, KURT JOESPH	RENEWAL REIMBURSEMENT	91.00
355907 JEFFERSON, PHILLIP J	RENEWAL REIMBURSEMENT	91.00
356013 LEWIS IV, JASON F	RENEWAL REIMBURSEMENT	26.00
Sewer-Wastewater Supervision		
355877 STATE OF CALIFORNIA	USE TAX	0.68
Sewer-Wastewater Collection		
355858 ACCELA INC	LUCITY LICENSE RENEWAL	483.33
355877 STATE OF CALIFORNIA	USE TAX	73.08
355878 COLANTUONO HIGHSMITH & WHATLEY	LEGAL SERVICES	5,898.75
355880 COMCAST	CONNECTION SERVICES	333.00
355890 DEJANVIER, KURT JOESPH	RENEWAL REIMBURSEMENT	125.00
355902 GOLOGO PROMOTIONS	SAFETY SUPPLIES	117.20
355905 INFOSEND INC	POSTAGE COSTS	2,556.82
355907 JEFFERSON, PHILLIP J	RENEWAL REIMBURSEMENT	65.00
355928 RAIN FOR RENT INC	PIPE	4,607.05
355936 STEWARTS TREE SERVICE INC	TREE SERVICES	800.00
355937 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
355956 ANTIOCH BUILDING MATERIALS	ASPHALT	32,748.43
355983 COOK, JEFFREY DON	TEST FEE REIMBURSEMENT	100.00
355987 DEJANVIER, KURT JOESPH	TEST FEE REIMBURSEMENT	100.00
355989 DIABLO LIVE SCAN	FINGERPRINTING	40.00
355997 ENTERRA ENVIRONMENTAL	TRAINING	1,140.00
355998 FASTENAL CO	TOOLS	740.28
356004 INFOSEND INC	PROGRAMMING CHANGE FEE	75.00
356007 JACK DOHENY SUPPLIES INC	EQUIPMENT	39,894.00
356013 LEWIS IV, JASON F	RENEWAL REIMBURSEMENT	130.00
356019 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	2,015.00
356026 OWEN EQUIPMENT	NOZZLES	4,994.24
356035 ROBERTS AND BRUNE CO	PIPE & FITTINGS	388.48
356040 STATE OF CALIFORNIA	FINGERPRINTING	64.00
356051 PERS	PAYROLL DEDUCTIONS	34.82
631 Marina Fund		
Marina Administration		
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,532.69
Marina Maintenance		
355877 STATE OF CALIFORNIA	USE TAX	1.68

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CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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 APRIL 3-16, 2015
 FUND/CHECK#

355903 HENDERSON MARINE SUPPLY	DOCK COATING	364.43
641 Prewett Water Park Fund		
<i>Non Departmental</i>		
355969 BERELLEZA, ALMA	DEPOSIT REFUND	1,000.00
<i>Recreation Aquatics</i>		
355942 WALLER, VELI	CLASS REFUND	119.00
355960 BAILEY, EMILY C	CLASS REFUND	125.00
355964 BANK OF AMERICA	RED CROSS CERTIFICATION	1,488.00
355984 COSTCO	PORTABLE SOUND	108.99
356018 MUIR, ROXANNE	CONTRACTOR PAYMENT	70.00
<i>Recreation Water Park</i>		
355877 STATE OF CALIFORNIA	USE TAX	11.84
355886 CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTAL	388.81
355920 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	10,429.71
355924 PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	242.84
355945 WATER SAFETY PRODUCTS INC	SUPPLIES	402.64
355964 BANK OF AMERICA	RED CROSS CERTIFICATION	27.00
355986 CRESCO EQUIPMENT RENTALS	FORKLIFT RENTAL	487.06
355994 EAST BAY WELDING SUPPLY	HELIUM TANK REFILL	114.00
356000 GARDA CL WEST INC	ARMORED CAR PICK UP	52.47
356023 OFFICE MAX INC	OFFICE SUPPLIES	313.79
356027 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,507.67
356029 PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	223.86
356051 PERS	PAYROLL DEDUCTIONS	31.10
721 Employee Benefits Fund		
<i>Non Departmental</i>		
355980 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
355981 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
356005 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
356024 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	8,010.60
356028 PARS	PAYROLL DEDUCTIONS	3,122.62
356041 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	113.62
356042 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	131.81
356046 RECIPIENT	PAYROLL DEDUCTIONS	112.15
356051 PERS	PAYROLL DEDUCTIONS	348,341.88
924143 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	26,302.09
924144 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	4,540.26
736 APFA Lone Diamond Reassessment 1998 Fund		
<i>Non Departmental</i>		
355916 NBS LOCAL GOVERNMENT SOLUTIONS	PARCEL FEE AD 27/31	8,774.88



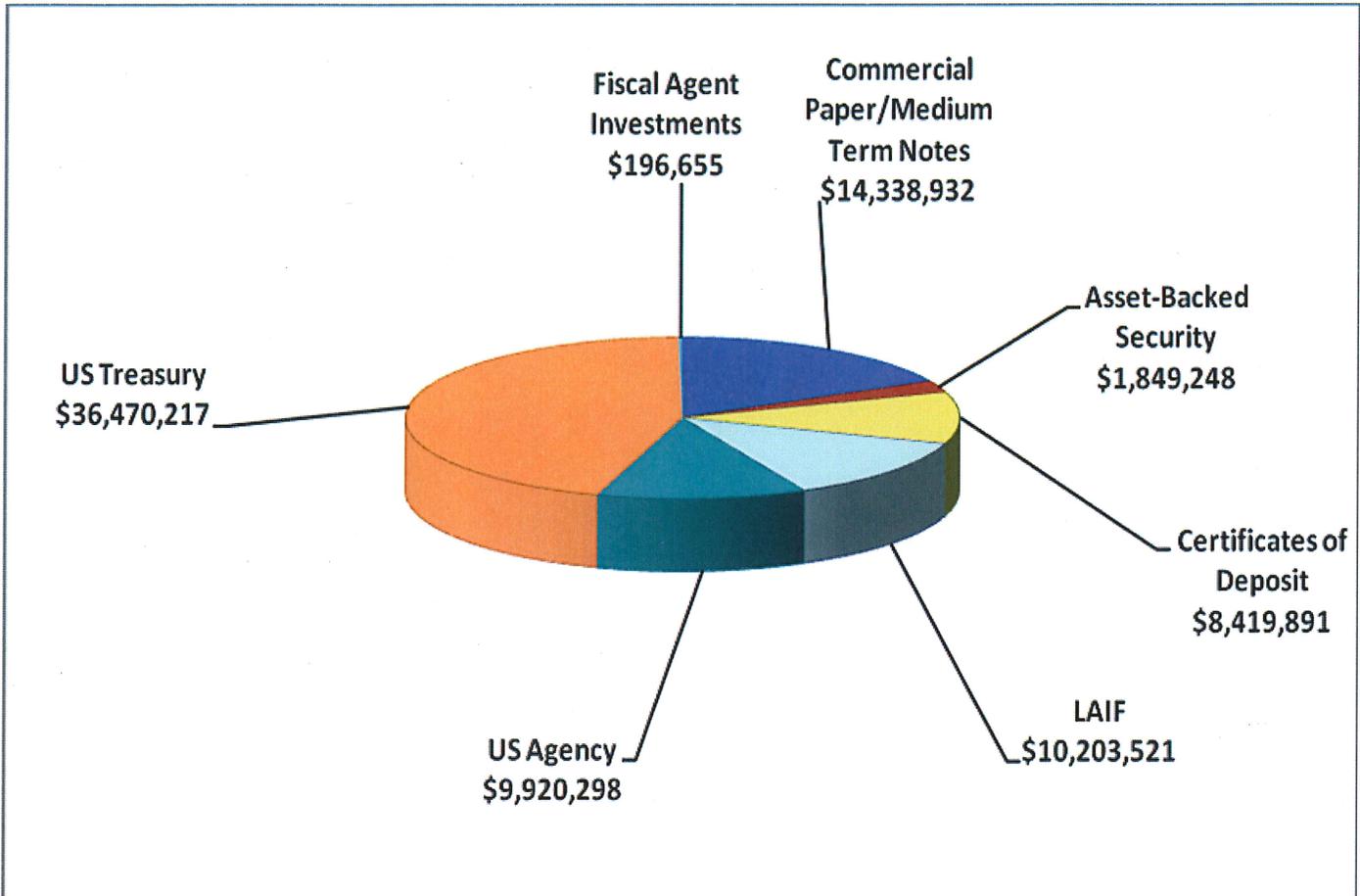
STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF APRIL 28, 2015

SUBMITTED BY: Donna Conley, City Treasurer
DATE April 28, 2015
SUBJECT: Treasurer's Report – MARCH 2015

RECOMMENDATION: Review and file.

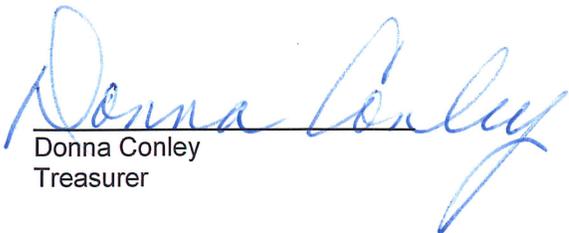
CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

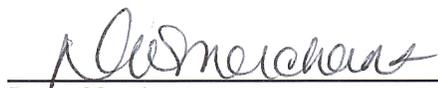
MARCH 31, 2015



Total of City and Fiscal Agent Investments = \$81,398,762

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	119
Antioch Public Financing Authority 2015 Bonds	50,460
Antioch Development Agency 2000 Tax Allocation Bonds	5
Antioch Development Agency 2009 Tax Allocation Bonds	146,071
	<u><u>\$196,655</u></u>



Managed Account Issuer Summary

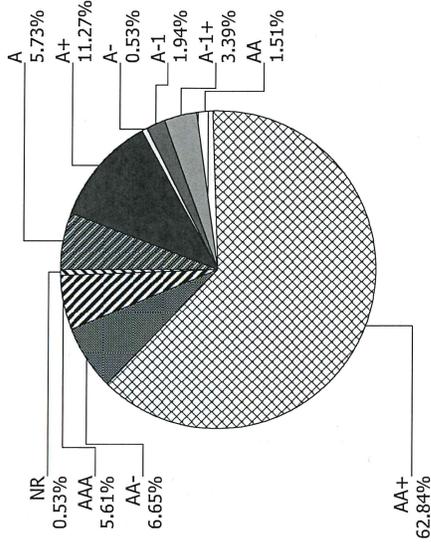
For the Month Ending March 31, 2015

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Credit Quality (S&P Ratings)

Issuer	Market Value of Holdings	Percent
AMERICAN EXPRESS CO	372,743.92	0.53
AMERICAN HONDA FINANCE	1,342,427.46	1.89
APPLE INC	1,708,430.30	2.41
BANK OF NEW YORK CO INC	1,066,604.96	1.50
BANK OF NOVA SCOTIA	1,349,781.30	1.90
BERKSHIRE HATHAWAY INC	934,155.24	1.32
CA EARTHQUAKE AUTH TXBL REV BOND	375,556.50	0.53
CA ST DEPT OF WATER REV BONDS	500,910.00	0.71
CATERPILLAR INC	774,144.91	1.09
CITIBANK CREDIT CARD ISSUANCE TRUST	525,296.63	0.74
DEERE & COMPANY	1,068,594.38	1.51
EXXON MOBIL CORP	1,408,059.80	1.98
FANNIE MAE	2,281,110.55	3.21
FEDERAL HOME LOAN BANKS	1,860,068.82	2.62
FORD CREDIT AUTO OWNER TRUST	749,943.75	1.06
FREDDIE MAC	2,191,221.15	3.09
GOLDMAN SACHS GROUP INC	1,373,803.75	1.94
HONDA AUTO RECEIVABLES	299,991.90	0.42
HSBC HOLDINGS PLC	1,621,964.63	2.29
IBM CORP	1,745,679.25	2.46
JP MORGAN CHASE & CO	1,655,505.25	2.33
MET WATER DISTRICT OF SOUTHERN CA	225,373.50	0.32
ORANGE COUNTY, CA	873,880.00	1.23
RABOBANK NEDERLAND	1,699,556.30	2.39
STATE OF CALIFORNIA	1,508,551.50	2.13
TOYOTA AUTO RECEIVABLES	275,118.25	0.39
TOYOTA MOTOR CORP	727,349.73	1.02
UNITED STATES TREASURY	36,567,133.28	51.52
UNIVERSITY OF CALIFORNIA	135,382.05	0.19
US BANCORP	1,372,362.75	1.93
WELLS FARGO & COMPANY	1,030,647.75	1.45
WESTPAC BANKING CORP NY	1,351,086.75	1.90



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending March 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES	DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	AA+	Aaa	05/22/13	05/24/13	3,139,601.17	0.44	23,610.98	2,990,867.79	2,993,632.51
US TREASURY NOTES	DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	AA+	Aaa	05/24/13	05/31/13	3,574,570.31	0.53	26,960.64	3,411,730.81	3,418,334.70
US TREASURY NOTES	DTD 08/31/2011 1.000% 08/31/2016	912828RF9	AA+	Aaa	02/27/14	03/03/14	2,293,577.93	0.49	1,969.57	2,281,247.48	2,283,756.47
US TREASURY NOTES	DTD 11/30/2011 0.875% 11/30/2016	912828RU6	AA+	Aaa	10/31/13	11/01/13	2,403,446.48	0.62	6,994.47	2,395,017.24	2,401,210.85
US TREASURY NOTES	DTD 11/30/2011 0.875% 11/30/2016	912828RU6	AA+	Aaa	11/27/13	12/03/13	2,657,644.53	0.58	7,727.64	2,647,648.82	2,652,910.10
US TREASURY NOTES	DTD 01/03/2012 0.875% 12/31/2016	912828RX0	AA+	Aaa	12/05/14	12/09/14	1,706,375.00	0.69	3,739.30	1,705,418.24	1,711,554.90
US TREASURY NOTES	DTD 03/31/2012 1.000% 03/31/2017	912828SM3	AA+	Aaa	10/02/14	10/06/14	1,356,591.80	0.80	36.89	1,355,311.80	1,361,284.65
US TREASURY NOTES	DTD 05/31/2012 0.625% 05/31/2017	912828SY7	AA+	Aaa	06/02/14	06/03/14	1,964,044.92	0.81	4,137.19	1,967,047.45	1,975,154.05
US TREASURY NOTES	DTD 07/02/2012 0.750% 06/30/2017	912828TB6	AA+	Aaa	10/30/14	11/03/14	3,846,089.84	0.79	7,258.63	3,846,691.85	3,857,819.35
US TREASURY NOTES	DTD 07/31/2012 0.500% 07/31/2017	912828TG5	AA+	Aaa	07/01/14	07/07/14	281,047.85	0.96	236.19	281,981.35	283,909.02
US TREASURY NOTES	DTD 07/31/2012 0.500% 07/31/2017	912828TG5	AA+	Aaa	02/06/15	02/10/15	2,017,988.67	0.84	1,686.46	2,018,931.19	2,027,210.02
US TREASURY NOTES	DTD 07/31/2012 0.500% 07/31/2017	912828TG5	AA+	Aaa	02/02/15	02/04/15	2,342,564.45	0.63	1,947.51	2,343,023.74	2,341,004.20
US TREASURY NOTES	DTD 09/30/2010 1.875% 09/30/2017	912828PA2	AA+	Aaa	09/02/14	09/04/14	1,537,617.19	1.04	76.84	1,530,683.61	1,542,187.50
US TREASURY NOTES	DTD 12/31/2012 0.750% 12/31/2017	912828UE8	AA+	Aaa	12/01/14	12/03/14	646,826.17	0.91	1,225.48	647,160.77	648,781.25



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending March 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
U.S. Treasury Bond / Note												
US TREASURY NOTES	DTD 04/01/2013 0.750% 03/31/2018	912828UU2	AA+	Aaa	03/26/15	03/27/15	1,315,424.80	0.99	27.15	1,315,468.07	1,319,099.78	
US TREASURY NOTES	DTD 04/01/2013 0.750% 03/31/2018	912828UU2	AA+	Aaa	03/25/15	03/26/15	1,490,566.41	0.96	30.74	1,490,617.61	1,493,320.50	
US TREASURY NOTES	DTD 04/01/2013 0.750% 03/31/2018	912828UU2	AA+	Aaa	02/26/15	02/27/15	2,007,123.04	1.04	41.50	2,007,642.51	2,015,982.68	
US TREASURY NOTES	DTD 04/01/2013 0.750% 03/31/2018	912828UU2	AA+	Aaa	03/26/15	03/27/15	2,233,652.34	1.00	46.11	2,233,726.22	2,239,980.75	
Security Type Sub-Total							36,814,752.90	0.74	87,753.29	36,470,216.55	36,567,133.28	
Municipal Bond / Note												
METRO WTR DIST AUTH, CA TXBL REV BONDS	DTD 06/28/2012 0.943% 07/01/2015	59266TH07	AAA	Aa1	06/21/12	06/28/12	225,000.00	0.94	530.44	225,000.00	225,373.50	
CA ST DEPT OF WATER TXBL REV BONDS	DTD 09/27/2012 0.650% 12/01/2015	13066KX87	AAA	Aa1	09/19/12	09/27/12	500,000.00	0.65	1,083.33	500,000.00	500,910.00	
CA ST TXBL GO BONDS	DTD 03/27/2013 1.050% 02/01/2016	13063BN73	A+	Aa3	03/13/13	03/27/13	551,859.00	0.93	962.50	550,549.13	552,310.00	
ORANGE CNTY, CA TXBL REV PO BONDS	DTD 01/13/2015 0.780% 05/02/2016	68428LDJ0	AA-	NR	01/09/15	01/13/15	875,000.00	0.78	1,478.75	875,000.00	873,880.00	
UNIV OF CAL TXBL REV BONDS	DTD 10/02/2013 0.907% 05/15/2016	91412GSX4	AA	Aa2	09/26/13	10/02/13	135,000.00	0.91	462.57	135,000.00	135,382.05	
CA EARTHQUAKE AUTH TXBL REV BONDS	DTD 11/06/2014 1.194% 07/01/2016	13017HAC0	NR	A3	10/29/14	11/06/14	225,000.00	1.19	671.63	225,000.00	224,955.00	
CA ST TAXABLE GO BONDS	DTD 11/05/2013 1.250% 11/01/2016	13063CFD7	A+	Aa3	10/22/13	11/05/13	954,455.50	1.09	4,947.92	952,377.81	956,241.50	
CA EARTHQUAKE AUTH TXBL REV BONDS	DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	NR	A3	10/29/14	11/06/14	150,000.00	1.82	684.00	150,000.00	150,601.50	





Managed Account Detail of Securities Held

For the Month Ending March 31, 2015

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						3,616,314.50	0.95	10,821.14	3,612,926.94	3,619,653.55
Federal Agency Collateralized Mortgage Obligation										
FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	AA+	Aaa	01/15/15	01/30/15	383,797.15	1.26	514.90	383,675.99	383,392.64
FNMA SERIES 2015-M3 FA DTD 02/01/2015 0.392% 06/01/2018	3136AMMCO	AA+	Aaa	02/12/15	02/27/15	254,559.04	0.39	85.95	254,559.04	254,589.41
Security Type Sub-Total						638,356.19	0.91	600.85	638,235.03	637,982.05
Federal Agency Bond / Note										
FNMA NOTES DTD 08/19/2011 1.250% 09/28/2016	3135GOCM3	AA+	Aaa	10/01/13	10/03/13	664,674.35	0.75	68.23	659,859.73	662,307.18
FNMA NOTES DTD 08/19/2011 1.250% 09/28/2016	3135GOCM3	AA+	Aaa	10/01/13	10/03/13	984,555.92	0.74	101.04	977,311.45	980,821.32
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	77.50	1,857,078.46	1,860,068.82
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	AA+	Aaa	08/12/14	08/14/14	2,174,854.27	1.00	3,806.25	2,174,886.75	2,191,221.15
Security Type Sub-Total						5,679,899.54	0.80	4,053.02	5,669,136.39	5,694,418.47
Corporate Note										
JPMORGAN CHASE & CO GLOBAL NOTES DTD 10/18/2012 1.100% 10/15/2015	46623EJR1	A	A3	10/15/12	10/18/12	649,733.50	1.11	3,296.94	649,951.32	651,641.25
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	A+	A1	10/18/12	10/25/12	424,562.25	0.73	1,305.69	424,917.25	425,640.48
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	A+	A1	12/17/12	12/20/12	638,067.20	0.81	1,966.22	639,615.09	640,964.48
TOYOTA MOTOR CREDIT CORP DTD 05/17/2013 0.800% 05/17/2016	89236TAL9	AA-	Aa3	05/14/13	05/17/13	724,702.75	0.81	2,158.89	724,887.42	727,349.73



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending March 31, 2015

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												
WELLS FARGO & COMPANY	94974BFL9	1.250% 07/20/2016	1,025,000.00	A+	A2	07/22/13	07/29/13	1,024,016.00	1.28	2,526.91	1,024,564.18	1,030,647.75
BERKSHIRE HATHAWAY FIN GLOBAL NOTES	084664BX8	0.950% 08/15/2016	930,000.00	AA	Aa2	08/06/13	08/15/13	929,507.10	0.97	1,128.92	929,772.81	934,155.24
AMERICAN HONDA FINANCE GLOBAL NOTES	02665WAB7	1.125% 10/07/2016	585,000.00	A+	A1	10/03/13	10/10/13	582,964.20	1.24	3,180.94	583,958.44	588,203.46
JPMORGAN CHASE & CO	46623EJY6	1.350% 02/15/2017	1,000,000.00	A	A3	02/12/14	02/18/14	999,500.00	1.37	1,725.00	999,684.53	1,003,864.00
APPLE INC CORP NOTE	037833AM2	1.050% 05/05/2017	1,700,000.00	AA+	Aa1	04/29/14	05/06/14	1,699,099.00	1.07	7,189.58	1,699,367.46	1,708,430.30
JOHN DEERE CAPITAL CORP NOTES	24422ESN0	1.125% 06/12/2017	1,065,000.00	A	A2	06/09/14	06/12/14	1,064,499.45	1.14	3,627.66	1,064,631.78	1,068,594.38
HSBC USA INC	40434CAA3	1.300% 06/23/2017	565,000.00	A	A2	06/16/14	06/23/14	564,141.20	1.35	1,999.47	564,359.08	566,927.78
CATERPILLAR FINANCIAL SE	14912L6D8	1.250% 08/18/2017	770,000.00	A	A2	08/13/14	08/20/14	769,615.00	1.27	1,149.65	769,692.65	774,144.91
AMERICAN EXPRESS CREDIT CORP NOTES	0258M0DR7	1.550% 09/22/2017	370,000.00	A-	A2	09/18/14	09/23/14	369,504.20	1.60	143.38	369,588.86	372,743.92
IBM CORP NOTES	459200HZ7	1.125% 02/06/2018	1,750,000.00	AA-	Aa3	02/03/15	02/06/15	1,744,662.50	1.23	3,007.81	1,744,930.18	1,745,679.25
EXXON MOBIL CORP NOTES	30231GAL6	1.305% 03/06/2018	1,400,000.00	AAA	Aaa	03/04/15	03/06/15	1,400,000.00	1.31	1,268.75	1,400,000.00	1,408,059.80
AMERICAN HONDA FINANCE CORP NOTES	02665WAT8	1.500% 03/13/2018	750,000.00	A+	A1	03/10/15	03/13/15	748,995.00	1.55	562.50	749,011.43	754,224.00
Security Type Sub-Total			14,350,000.00					14,333,569.35	1.18	36,238.31	14,338,932.48	14,401,270.73

Certificate of Deposit

WESTPAC BANKING CORP NY LT FLOAT CD	96121TW1	0.433% 04/15/2016	1,350,000.00	A-1+	P-1	04/16/14	04/17/14	1,350,000.00	0.41	1,234.90	1,350,000.00	1,351,086.75
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PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending March 31, 2015

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										
RABOBANK NEDERLAND NV NY CD DTD 05/13/2014 0.716% 05/06/2016	21684BPV0	A+	Aa2	05/09/14	05/13/14	1,700,000.00	0.71	4,904.32	1,700,000.00	1,699,556.30
BANK OF NOVA SCOTIA HOUS CD FLOAT DTD 06/13/2014 0.445% 06/10/2016	06417HMLU7	A+	Aa2	06/11/14	06/13/14	1,349,184.60	0.28	366.80	1,349,511.65	1,349,781.30
GOLDMAN SACHS BANK USA CD DTD 08/19/2014 0.900% 08/12/2016	38147J2L5	A-1	P-1	08/14/14	08/19/14	1,375,000.00	0.90	1,390.07	1,375,000.00	1,373,803.75
HSBC BANK USA NA CD DTD 02/13/2015 0.880% 08/15/2016	40428AC54	A-1+	P-1	02/11/15	02/13/15	1,050,000.00	0.88	1,206.33	1,050,000.00	1,055,036.85
US BANK NA CINCINNATI (CALLABLE) CD DTD 09/11/2014 1.375% 09/11/2017	90333VPF1	AA-	Aa3	09/09/14	09/11/14	1,372,786.25	1.41	1,050.35	1,373,194.25	1,372,362.75
Security Type Sub-Total						8,196,970.85	0.76	10,152.77	8,197,705.90	8,201,627.70
Asset-Backed Security / Collateralized Mortgage Obligation:										
HONDA ABS 2015-1 A2 DTD 01/28/2015 0.700% 06/15/2017	43814KAB7	AAA	Aaa	01/21/15	01/28/15	299,984.34	0.70	93.33	299,985.69	299,991.90
TOYOTA AUTO RECEIVABLES OWNER ABS NOTES DTD 03/04/2015 0.710% 07/15/2017	89236WAB4	AAA	Aaa	02/24/15	03/04/15	274,997.39	0.71	86.78	274,997.51	275,118.25
FORD ABS 2014-C A2 DTD 11/25/2014 0.610% 08/15/2017	34530PAC6	AAA	NR	11/18/14	11/25/14	749,974.80	0.61	203.33	749,978.46	749,943.75
CITIBK CREDIT CRD ISSUANCE (EX-CALLABLE) DTD 03/05/2014 1.020% 02/22/2019	17305EFN0	AAA	Aaa	03/17/15	03/20/15	524,282.23	1.08	580.13	524,286.38	525,296.63
Security Type Sub-Total						1,850,000.00	0.78	963.57	1,849,248.04	1,850,350.53
Managed Account Sub-Total						70,574,625.57	0.85	150,582.95	70,776,401.33	70,972,436.31





Managed Account Detail of Securities Held

For the Month Ending **March 31, 2015**

CITY OF ANTIOCH, CA - 04380500

Securities Sub-Total	\$70,574,625.57	\$71,129,102.09	0.85%	\$150,582.95	\$70,776,401.33	\$70,972,436.31
Accrued Interest						\$150,582.95
Total Investments						\$71,123,019.26





Managed Account Security Transactions & Interest

For the Month Ending March 31, 2015

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										
	02/24/15	TOYOTA AUTO RECEIVABLES OWNER ABS NOTES	89236WAB4	275,000.00	(274,997.39)	0.00	(274,997.39)			
	03/04/15	DTD 03/04/2015 0.710% 07/15/2017 EXXON MOBIL CORP NOTES	30231GAL6	1,400,000.00	(1,400,000.00)	0.00	(1,400,000.00)			
	03/06/15	DTD 03/06/2015 1.305% 03/06/2018 AMERICAN HONDA FINANCE CORP NOTES	02665WAT8	750,000.00	(748,995.00)	0.00	(748,995.00)			
	03/13/15	DTD 03/13/2015 1.500% 03/13/2018 CITIBK CREDIT CRD ISSUANCE (EX-CALLABLE)	17305EFN0	525,000.00	(524,282.23)	(416.50)	(524,698.73)			
	03/17/15	DTD 03/05/2014 1.020% 02/22/2019 US TREASURY NOTES	912828UU2	1,500,000.00	(1,490,566.41)	(5,470.47)	(1,496,036.88)			
	03/25/15	DTD 04/01/2013 0.750% 03/31/2018 US TREASURY NOTES	912828UU2	1,325,000.00	(1,315,424.80)	(4,859.55)	(1,320,284.35)			
	03/26/15	DTD 04/01/2013 0.750% 03/31/2018 US TREASURY NOTES	912828UU2	2,250,000.00	(2,233,652.34)	(8,252.06)	(2,241,904.40)			
	03/26/15	DTD 04/01/2013 0.750% 03/31/2018								
Transaction Type Sub-Total				8,025,000.00	(7,987,918.17)	(18,998.58)	(8,006,916.75)			

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										
	03/01/15	03/25/15 FNMA SERIES 2015-M1 ASO2	3136AMKW8	380,000.00	0.00	514.90	514.90			
	03/01/15	03/25/15 FNMA SERIES 2015-M3 FA	3136AMMCO	255,000.00	0.00	83.30	83.30			
	03/10/15	03/10/15 BANK OF NOVA SCOTIA HOUS CD FLOAT	06417HMU7	1,350,000.00	0.00	1,409.40	1,409.40			
	03/11/15	03/11/15 DTD 06/13/2014 0.445% 06/10/2016 US BANK NA CINCINNATI (CALLABLE) CD	90333VPF1	1,375,000.00	0.00	9,453.13	9,453.13			
	03/15/15	03/15/15 DTD 09/11/2014 1.375% 09/11/2017 FORD ABS 2014-C A2	34530PAC6	750,000.00	0.00	381.25	381.25			
	03/15/15	03/15/15 DTD 11/25/2014 0.610% 08/15/2017 HONDA ABS 2015-1 A2	43814KAB7	300,000.00	0.00	175.00	175.00			
	03/15/15	03/15/15 DTD 01/28/2015 0.700% 06/15/2017								



PFM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending March 31, 2015

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
INTEREST											
	03/22/15	03/22/15	AMERICAN EXPRESS CREDIT CORP NOTES	0258M0DR7	370,000.00	0.00	2,851.57	2,851.57			
	03/27/15	03/27/15	DTD 09/23/2014 1.550% 09/22/2017 FHLB NOTES (CALLED, OMD 3/27/17)	3130A1CR7	1,310,000.00	0.00	10,643.75	10,643.75			
	03/28/15	03/28/15	DTD 03/27/2014 1.625% 03/27/2015 FNMA NOTES	3135G0CM3	970,000.00	0.00	6,062.50	6,062.50			
	03/28/15	03/28/15	DTD 08/19/2011 1.250% 09/28/2016 FHLB NOTES	3130A2T97	1,860,000.00	0.00	4,650.00	4,650.00			
	03/28/15	03/28/15	DTD 08/07/2014 0.500% 09/28/2016 FNMA NOTES	3135G0CM3	655,000.00	0.00	4,093.75	4,093.75			
	03/31/15	03/31/15	DTD 08/19/2011 1.250% 09/28/2016 US TREASURY NOTES	912828SM3	1,350,000.00	0.00	6,750.00	6,750.00			
	03/31/15	03/31/15	DTD 03/31/2012 1.000% 03/31/2017 US TREASURY NOTES	912828PA2	1,500,000.00	0.00	14,062.50	14,062.50			
	03/31/15	03/31/15	DTD 09/30/2010 1.875% 09/30/2017 US TREASURY NOTES	912828UU2	1,500,000.00	0.00	5,625.00	5,625.00			
	03/31/15	03/31/15	DTD 04/01/2013 0.750% 03/31/2018 US TREASURY NOTES	912828UU2	2,250,000.00	0.00	8,437.50	8,437.50			
	03/31/15	03/31/15	DTD 04/01/2013 0.750% 03/31/2018 US TREASURY NOTES	912828UU2	2,025,000.00	0.00	7,593.75	7,593.75			
	03/31/15	03/31/15	DTD 04/01/2013 0.750% 03/31/2018 US TREASURY NOTES	912828UU2	1,325,000.00	0.00	4,968.75	4,968.75			
Transaction Type Sub-Total					19,525,000.00	0.00	87,756.05	87,756.05			
MATURITY											
	03/27/15	03/27/15	FHLB NOTES (CALLED, OMD 3/27/17)	3130A1CR7	1,310,000.00	1,310,000.00	0.00	1,310,000.00	(14,396.90)		0.00
Transaction Type Sub-Total					1,310,000.00	1,310,000.00	0.00	1,310,000.00	(14,396.90)		0.00
PAYDOWNS											
	03/01/15	03/25/15	FNMA SERIES 2015-M3 FA	3136AMMCO	374.43	374.43	0.00	374.43	0.10		0.00
Transaction Type Sub-Total					374.43	374.43	0.00	374.43	0.10		0.00





Managed Account Security Transactions & Interest

For the Month Ending March 31, 2015

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
SELL										
02/24/15	03/04/15	US TREASURY NOTES	912828B41	275,000.00	275,397.46	91.16	275,488.62	42.97	234.04	SPEC LOT
		DTD 01/31/2014 0.375% 01/31/2016								
03/03/15	03/06/15	US TREASURY NOTES	912828U02	1,400,000.00	1,383,375.00	4,528.85	1,387,903.85	(4,265.63)	(4,341.82)	SPEC LOT
		DTD 04/01/2013 0.750% 03/31/2018								
03/10/15	03/13/15	US TREASURY NOTES	912828U02	750,000.00	741,064.45	2,534.34	743,598.79	(2,314.46)	(2,396.10)	SPEC LOT
		DTD 04/01/2013 0.750% 03/31/2018								
03/17/15	03/20/15	US TREASURY NOTES	912828R06	475,000.00	477,319.34	1,256.01	478,575.35	(1,762.69)	(5.72)	SPEC LOT
		DTD 11/30/2011 0.875% 11/30/2016								
03/26/15	03/27/15	US TREASURY NOTES	912828KZ2	2,090,000.00	2,165,027.73	16,136.88	2,181,164.61	(109,480.08)	263.12	SPEC LOT
		DTD 06/30/2009 3.250% 06/30/2016								
03/26/15	03/27/15	US TREASURY NOTES	912828KZ2	60,000.00	62,153.91	463.26	62,617.17	(3,028.12)	36.67	SPEC LOT
		DTD 06/30/2009 3.250% 06/30/2016								

Transaction Type Sub-Total **5,050,000.00** **5,104,337.89** **25,010.50** **5,129,348.39** **(120,808.01)** **(6,209.81)**

Managed Account Sub-Total **(1,573,205.85)** **93,767.97** **(1,479,437.88)** **(135,204.81)** **(6,209.81)**

Total Security Transactions **(\$1,573,205.85)** **\$93,767.97** **(\$1,479,437.88)** **(\$135,204.81)** **(\$6,209.81)**



PFM Asset Management LLC



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tony Morefield, Acting Police Captain of Support Services

APPROVED BY: Allan Cantando, Police Chief

SUBJECT: Edward Byrne Memorial Justice Assistance Grant (JAG) 2015

RECOMMENDED ACTION

It is recommended that the City Council approve the allocated Edward Byrne Memorial Justice Assistance Grant (JAG) 2015 funds to: 1) Pay for a portion of the salary and benefits for the Police Department Volunteer Coordinator; and 2) Fund the REACH Youth for Positive Change program, an enhancement of the Youth Intervention Program.

STRATEGIC PURPOSE

Staff's efforts regarding this issue are prioritized in the City's Strategic Plan as follows:

Strategy A-2: Strategically deploy police resources and implement community policing strategies.

- Empower community policing staff to identify, analyze and implement solutions to address criminal behavior and improve quality of life.
- Expand Neighborhood Watch Programs throughout the city.

FISCAL IMPACT

If approved, the City of Antioch will receive an allocation of undetermined funds.

DISCUSSION

- **Background Information**

The City of Antioch has been allocated to receive funds from the Edward Byrne Memorial Justice Assistance Grant 2015. Last fiscal year's allocation was estimated to be \$65,443. However, the (unpublished) projections for the upcoming fiscal year are estimated to be \$75,137.

Due to the large allocations to cities and a relatively small allocation to the County of Contra Costa, we have been classified in what is called a disparate category. This requires jurisdictions responsible for determining individual allocations and documenting the said allocations in a Memorandum of Understanding.

The Police Chiefs of Contra Costa County as well as the Sheriff have agreed that the Contra Costa County Sheriff's Office will be the primary grantee and they will handle the creation of the MOU, grant reporting, as well as being the financial pass through of funds to the sub-grantees which will include the City of Antioch. The County will charge each sub-grantee five percent (5%) grant management fee which is permitted by the grant process. Assuming the 2015 allocation is ratified, a five percent (5%) management fee would equate to \$3,757.

- **Analysis**

The grant will partially fund salary and benefits of the Volunteer Coordinator which equates to approximately \$46,380. In addition, the grant will fund the Youth for Positive Change program, a juvenile diversion program, which equates to \$25,000.

The Volunteer Coordinator position is an integral part in maintaining and further recruiting unpaid volunteers that subsequently provide valuable and needed service though the police department to the Citizens of Antioch.

The Youth for Positive Change Program is designed for the most severe at-risk youth. Youth involved programs, including those with parent involvement take place during evenings and Saturdays. Activities include those addressing youth leadership, restorative justice, and community building. This approach has demonstrated success for youth in our community.

The most current (2014 Byrne Grant MOU) is still unsigned (unpublished); however, both the signed 2013 and (unsigned) 2014 MOU's are attached for your review.

ATTACHMENTS

- A. Byrne Grant MOU for 2014 (Exhibit 1)
- B. Byrne Grant MOU for 2013 (Exhibit 2)

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF CONTRA COSTA
AND PARTICIPATING CONTRA COSTA COUNTY LOCAL GOVERNMENT AGENCIES

FOR THE DISTRIBUTION OF:
REGULAR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
(JAG) GRANT - 2014

THIS MEMORANDUM OF UNDERSTANDING is made and entered as of this **1ST Day of JULY, 2014**, in the County of Contra Costa, State of California, by and between **the Undersigned Local Government Agencies** acting by and through their respective governing bodies, related to the regular Edward Byrne Memorial Justice Assistance Grant (JAG) Grant - 2011 funds.

WHEREAS, the Federal government has made funds available under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) through the Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) for law enforcement purposes; and

WHEREAS, Contra Costa County has been designated as a disparate jurisdiction, that status requiring the submittal by all the undersigned parties of a single joint application for the total eligible allocation pursuant to a Memorandum of Understanding between all parties; and

WHEREAS, the Contra Costa County Office of the Sheriff will serve as the applicant FISCAL AGENT, and GRANTEE, for the joint funds (hereafter, the "GRANTEE/FISCAL AGENT"), and the other local government signatories shall be subgrantees (hereafter, each a "SUBGRANTEE", and collectively the "SUBGRANTEES"); and

WHEREAS, by this Memorandum of Understanding (M.O.U.) all parties agree to be bound by its terms; and

WHEREAS, all parties are required to allocate the grant funds among themselves;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Duration of Term.** The term of this Agreement shall commence on **OCTOBER 1, 2014**, and shall end on **SEPTEMBER 30, 2017**, plus any necessary period for reports, audits, and other post-grant compliance, unless extended by mutual agreement in accordance with any extension approved by the U.S. Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA).
2. **Length of Award.** Grant award is made the first fiscal year and may be expended during the following three (3) years, for a total of four (4) grant period years.

3. **Allocation Amounts.** The GRANTEE/FISCAL AGENT and SUBGRANTEES will receive allocations as listed:

Contra Costa County	\$37,623
City of Antioch	\$75,137
City of Richmond	<u>\$92,160</u>
	\$204,920 Total

4. **Administrative Fee.** Notwithstanding the above paragraph (3) above, an administrative fee of five percent (5%) will be deducted for each disbursement under this agreement and shall be paid to the GRANTEE/FISCAL AGENT.

5. **Use of Funds.** SUBGRANTEES agree that they shall only expend these funds for anyone of the purpose listed in the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation" as follows:

(a) Use for state and local initiatives, (b) technical assistance, (c) training, (d) personnel, (e) equipment, (f) supplies, (g) contractual support, (h) information systems for criminal justice, and (i) criminal justice-related research and evaluation activities that will improve or enhance:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

6. **Prohibited Uses.** Grant funds may not be expended outside of the grant purpose areas as stated above in paragraph (5). Additionally, grant funds may not be used directly or indirectly for security enhancements or equipment for non-governmental entities who are not engaged in criminal justice or public safety.

Furthermore, grant funds may not be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

1. Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
2. Luxury items.
3. Real estate.
4. Construction projects (other than penal or correctional institutions)
5. Any similar matters.

7. **Additional Requirements:** SUBGRANTEES have read, understood, and agree to the rules and requirements as listed in the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2014 Local Solicitation." Including but not limited to compliance with Executive Order 12549, Debarment and Suspension and other Responsibility Matters; The Drug-Free Workplace Act of 1988; and Disclosure of Lobbying Activities. All documents are located on website http://www.ojp.usdoj.gov/funding/other_requirements.htm.

8. **Reporting Requirements.** Under this grant, quarterly financial status reports, quarterly performance metrics reports, and an annual progress report must be submitted to the Bureau of Justice Administration.

SUBGRANTEES agree to submit the quarterly reports to the GRANTEE/FISCAL AGENT no later than the following dates, for the term of the grant:

- January 15 for the Quarter: October 1 through December 31
- April 15 for the Quarter: January 1 through March 31
- July 15 for the Quarter: April 1 through June 30
- October 15 for the Quarter: July 1 through September 30

The SUBGRANTEE's quarterly report shall contain a detailed list of all projects or activities for which grant funds were expended or obligated, including:

- a. the name of the project or activity;
- b. a description of the project or activity;
- c. an evaluation of the completion status of the project or activity, to include the status of performance measures;
- d. an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- e. with respect to infrastructure investments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds available through this grant, and name of the person to contract.

SUBGRANTEES are required to submit quarterly reports if no activity occurred during the quarter.

SUBGRANTEES *will be* required to submit quarterly reports throughout the terms of the grant even if all grant fund allocations have been expended.

9. **GRANTEE/FISCAL AGENT Responsibilities.** The GRANTEE/FISCAL AGENT shall be responsible for submission of the application, receipt of the funds, administration of the funds including: distributing the funds; monitoring the award; submitting reports including performance measures and program assessment data; providing ongoing monitoring and oversight of any SUBGRANTEE of the funds, and audit responsibilities.

10. **Disbursement.** SUBGRANTEES shall submit to the GRANTEE/FISCAL AGENT all documentation that may be reasonably required to support reimbursement of expenditures and audit reviews. The GRANTEE/FISCAL AGENT will submit the reimbursement documentation to OJP through established reporting processes. GRANTEE/FISCAL AGENT will disburse funds upon receipt of the reimbursement funds from OJP. On no occasion will GRANTEE/FISCAL AGENT advance funds. Each disbursement to SUBGRANTEES will have deducted the 5% administration fee.

11. **Record-Keeping and Audits.** GRANTEE/FISCAL AGENT and SUBGRANTEES shall establish and maintain accurate files and records of all aspects of the grant projects, property, programmatic and financial records in accordance with the grant record requirements. SUBGRANTEES agree they shall co-operate fully and shall permit the GRANTEE/FISCAL AGENT, its employees and authorized representatives to inspect, audit, examine and make copies, excerpts and transcripts from documents related to the grant, as needed. Failure to do

so will allow the GRANTEE/FISCAL AGENT to withhold funds until the compliance by the SUBGRANTEE.

12. **Disallowance**. SUBGRANTEES agrees that if an individual SUBGRANTEE claims or receives reimbursement from the GRANTEE/FISCAL AGENT for an expenditure which is later disallowed by the federal government, that individual SUBGRANTEE shall promptly refund the disallowed amount to the GRANTEE/FISCAL AGENT upon the GRANTEE/FISCAL AGENT's request. At its option, the GRANTEE/FISCAL AGENT may offset all or any portion of the disallowed amount against any other payment due to the individual SUBGRANTEE, hereunder. Any such offset with respect to a portion of the disallowed amount shall not release the individual SUBGRANTEE from the obligation hereunder to refund the remainder of the disallowed amount.

12. **Mutual Indemnification**. GRANTEE/FISCAL AGENT agrees to indemnify and hold harmless SUBGRANTEES for the GRANTEE/FISCAL AGENT's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the GRANTEE/FISCAL AGENT in the performance of this Memorandum of Understanding.

SUBGRANTEE agrees to indemnify and hold harmless the GRANTEE/FISCAL AGENT for the SUBGRANTEE's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the SUBGRANTEE, its officers or employees.

This Memorandum of Understanding (M.O.U.) may be executed in counterparts including facsimile, and all counterparts, shall constitute one agreement, binding upon all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this M.O.U. to be duly executed as of the date first specified herein. Each person signing this M.O.U. warrants that he or she has full and complete authority to sign this M.O.U. and binds the governmental agency for which he or she signs.

GRANTEE/FISCAL AGENT

**CONTRA COSTA COUNTY
OFFICE OF THE SHERIFF**

Signature

Title

Print Name

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE COUNTY OF CONTRA COSTA
AND PARTICIPATING CONTRA COSTA COUNTY LOCAL GOVERNMENT AGENCIES**

**FOR THE DISTRIBUTION OF:
REGULAR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
(JAG) GRANT - 2014**

IN WITNESS WHEREOF, the parties hereto have caused this M.O.U. to be duly executed as of the date first specified herein. Each person signing this M.O.U. warrants that he or she has full and complete authority to sign this M.O.U. and binds the governmental agency for which he or she signs.

SUBGRANTEES

CITY OF ANTIOCH

Signature

Title

Print Name

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE COUNTY OF CONTRA COSTA
AND PARTICIPATING CONTRA COSTA COUNTY LOCAL GOVERNMENT AGENCIES**

**FOR THE DISTRIBUTION OF:
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SUBGRANTEES

CITY OF RICHMOND

Signature

Title

Print Name

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE COUNTY OF CONTRA COSTA
AND PARTICIPATING CONTRA COSTA COUNTY LOCAL GOVERNMENT AGENCIES**

**FOR THE DISTRIBUTION OF:
REGULAR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
(JAG) GRANT - 2014**

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SUBGRANTEES

CONTRA COSTA COUNTY ADMINISTRATOR

Signature

Title

Print Name

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF CONTRA COSTA
AND PARTICIPATING CONTRA COSTA COUNTY LOCAL GOVERNMENT AGENCIES

FOR THE DISTRIBUTION OF:
REGULAR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
(JAG) GRANT - 2013

THIS MEMORANDUM OF UNDERSTANDING is made and entered as of this 1ST Day of JULY, 2013, in the County of Contra Costa, State of California, by and between the Undersigned Local Government Agencies, acting by and through their respective governing bodies, related to the regular Edward Byrne Memorial Justice Assistance Grant (JAG) Grant - 2013 funds.

WHEREAS, the Federal government has made funds available under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) through the Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) for law enforcement purposes; and

WHEREAS, Contra Costa County has been designated as a disparate jurisdiction, that status requiring the submittal by all the undersigned parties of a single joint application for the total eligible allocation pursuant to a Memorandum of Understanding between all parties; and

WHEREAS, the Contra Costa County Office of the Sheriff will serve as the applicant FISCAL AGENT, and GRANTEE, for the joint funds (hereafter, the "GRANTEE/FISCAL AGENT"), and the other local government signatories shall be subgrantees (hereafter, each a "SUBGRANTEE", and collectively the "SUBGRANTEES"); and

WHEREAS, by this Memorandum of Understanding (M.O.U.) all parties agree to be bound by its terms; and

WHEREAS, all parties are required to allocate the grant funds among themselves;

NOW, THEREFORE, the parties hereto agree as follows:

1. Duration of Term. The term of this Agreement shall commence on OCTOBER 1, 2013, and shall end on SEPTEMBER 30, 2016, plus any necessary period for reports, audits, and other post-grant compliance, unless extended by mutual agreement in accordance with any extension approved by the U.S. Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA).
2. Length of Award. Grant award is made the first fiscal year and may be expended during the following three (3) years, for a total of four (4) grant period years.

3. **Allocation Amounts.** The GRANTEE/FISCAL AGENT and SUBGRANTEES will receive allocations as provided by the U.S. Department of Justice - Office of Justice Programs: Bureau of Justice Assistance.

Contra Costa County
City of Antioch
City of Richmond

4. **Administrative Fee.** Notwithstanding the above paragraph (3) above, an administrative fee of five percent (5%) will be deducted for each disbursement under this agreement and shall be paid to the GRANTEE/FISCAL AGENT.

5. **Use of Funds.** SUBGRANTEES agree that they shall only expend these funds for anyone of the purpose listed in the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2013 Local Solicitation" as follows:

(a) Use for state and local initiatives, (b) technical assistance, (c) training, (d) personnel, (e) equipment, (f) supplies, (g) contractual support, (h) information systems for criminal justice, and (i) criminal justice-related research and evaluation activities that will improve or enhance:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

6. **Prohibited Uses.** Grant funds may not be expended outside of the grant purpose areas as stated above in paragraph (5). Additionally, grant funds may not be used directly or indirectly for security enhancements or equipment for non-governmental entities who are not engaged in criminal justice or public safety.

Furthermore, grant funds may not be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

1. Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
2. Luxury items.
3. Real estate.
4. Construction projects (other than penal or correctional institutions)
5. Any similar matters.

7. **Additional Requirements:** SUBGRANTEES have read, understood, and agree to the rules and requirements as listed in the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2013 Local Solicitation." All documents are located on website http://www.ojp.usdoj.gov/funding/other_requirements.htm.

8. **Reporting Requirements.** Under this grant, quarterly financial status reports, quarterly performance metrics reports, and an annual progress report must be submitted to the Bureau of Justice Administration.

SUBGRANTEES agree to submit quarterly reports to the GRANTEE/FISCAL AGENT no later than the following dates, for the term of the grant:

- January 15 for the Quarter: October 1 through December 31
- April 15 for the Quarter: January 1 through March 31
- July 15 for the Quarter: April 1 through June 30
- October 15 for the Quarter: July 1 through September 30

The SUBGRANTEE's quarterly report shall contain a detailed list of all projects or activities for which grant funds were expended or obligated, including:

- a. the name of the project or activity;
- b. a description of the project or activity;
- c. an evaluation of the completion status of the project or activity, to include the status of performance measures;
- d. an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- e. with respect to infrastructure investments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds available through this grant, and name of the person to contract.

SUBGRANTEES are required to submit quarterly reports if no activity occurred during the quarter.

SUBGRANTEES will not be required to submit quarterly reports if all grant fund allocations have been expended.

9. **GRANTEE/FISCAL AGENT Responsibilities.** The GRANTEE/FISCAL AGENT shall be responsible for submission of the application, receipt of the funds, administration of the funds including: distributing the funds; monitoring the award; submitting reports including performance measures and program assessment data; providing ongoing monitoring and oversight of any SUBGRANTEE of the funds, and audit responsibilities.

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12. **Mutual Indemnification.** GRANTEE/FISCAL AGENT agrees to indemnify and hold harmless SUBGRANTEES for the GRANTEE/FISCAL AGENT's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the GRANTEE/FISCAL AGENT in the performance of this Memorandum of Understanding.

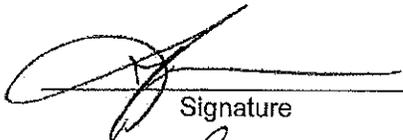
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This Memorandum of Understanding (M.O.U.) may be executed in counterparts including facsimile, and all counterparts, shall constitute one agreement, binding upon all parties hereto.

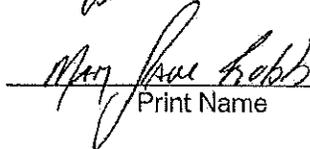
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GRANTEE/FISCAL AGENT

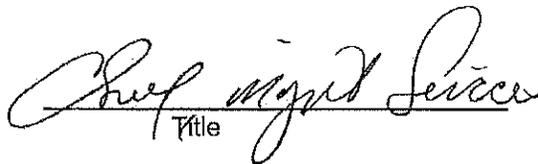
CONTRA COSTA COUNTY
OFFICE OF THE SHERIFF



Signature



Print Name



Title

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF CONTRA COSTA
AND PARTICIPATING CONTRA COSTA COUNTY LOCAL GOVERNMENT AGENCIES

FOR THE DISTRIBUTION OF:
REGULAR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
(JAG) GRANT - 2013

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SUBGRANTEES

CITY OF ANTIOCH



Signature

City Manager

Title

Steven Duran

Print Name

MEMORANDUM OF UNDERSTANDING

BETWEEN

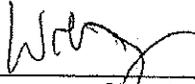
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(JAG) GRANT - 2013

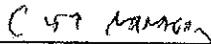
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SUBGRANTEES

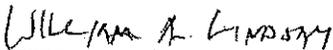
CITY OF RICHMOND



Signature



Title



Print Name

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF CONTRA COSTA
AND PARTICIPATING CONTRA COSTA COUNTY LOCAL GOVERNMENT AGENCIES

FOR THE DISTRIBUTION OF:
REGULAR EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
(JAG) GRANT- 2013

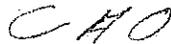
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SUBGRANTEES

Contra Costa County County Administrator



Signature



Title

DAVID TWA
Print Name



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: Consideration of Bids for the Antioch Marina Boat Launch Facility
Third Boarding Float (P.W. 523-16B)

RECOMMENDED ACTION

It is recommended that the City Council reject the bid for the Antioch Marina boat launch facility third boarding float submitted by Dixon Marine Services, Inc. for failure to purchase a complete bid set of contract documents from BPXpress Reproductions and award the project to the lowest, responsive bidder, Valentine Corporation, in the amount of \$169,369.

STRATEGIC PURPOSE

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

FISCAL IMPACT

The 2014-15 Capital Improvement Budget includes \$202,000 of grant funding through the Department of Parks and Recreation, Division of Boating and Waterways, Harbor and Watercraft Revolving Grant program for the installation of a third boarding float and associated infrastructure at the Marina Boat Launch Facility.

DISCUSSION

On April 7, 2015, five (5) bids were received and opened for construction of a third boarding float and installation of abutment handrails at the Marina Boat Launch Facility. A copy of the bid tabulation is shown on Attachment A.

The apparent low bid was submitted by Dixon Marine Services, Inc. (Dixon) in the amount of \$168,451. The Notice Inviting Bids contained within the project Special Provisions and the Notice to Contractor, which was published in the East County Times on February 27th and March 2nd, stated that that all bidders must purchase a complete bid set of contract documents from BPXpress Reproductions (BPX) in order to be considered responsive. The purchase of contract documents from BPX places a bidder on the project's plan holders and ensures that the bidder has examined the correct set of project plans and specifications and will receive any addenda issued prior to the bid opening. Dixon did not purchase a complete bid set of contract documents from BPX as

shown on the project plan holder's list (Attachment B). Due to Dixon's failure to purchase the documents from BPX, Staff recommends deeming Dixon's bid as non-responsive and rejecting Dixon's bid to this project.

Staff recommends awarding the contract to lowest, responsive bidder, Valentine Corporation, in the amount of \$169,369. Valentine Corporation's bid has been checked and found to be without any omissions. The City's standard bid specifications and contract documents were used which address indemnification, insurance, guaranty of work, termination, etc. Valentine Corporation took no exception to those provisions.

ATTACHMENTS

- A: Tabulation of Bids
- B: Project Plan Holders List

ATTACHMENT "A"

CITY OF ANTIOCH TABULATION OF BIDS

JOB TITLE: Marina Boat Launch Facility Third Boarding Float
(P.W. 523-16B)

BIDS OPENED: April 7, 2015 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Dixon Marine Services, Inc. Inverness	Valentine Corporation San Rafael	The Dutra Group San Rafael	Sweetwater Construction, Inc. Vallejo	Power Engineering Construction Co. Alameda
TOTAL BID PRICE	\$155,000.00	\$168,451.00	\$169,369.00	\$170,100.00	\$185,429.00	\$204,600.00

<i>Dixon Marine Services, Inc.</i>	<i>Valentine Corporation</i>	<i>The Dutra Group</i>	<i>Sweetwater Construction</i>	<i>Power Engineering</i>
None	None	None	None	None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Phil Hoffmeister, Administrative Analyst *PH*

REVIEWED BY: Lynne Filson, Assistant City Engineer

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

SUBJECT: Resolution Approving Consolidated Engineer's Report and Declaring Intention to Levy and Collect Assessments for the Hillcrest, Citywide, Downtown, Almondridge, Lone Tree, and East Lone Tree Landscape Maintenance Districts, and Setting Public Hearing (PW 500)

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached Resolution approving the Engineer's Report and setting June 23, 2015 as the date for the Public Hearing.

STRATEGIC PURPOSE

This action is the essential funding mechanism in meeting Citywide Strategic Plan, Strategy K-1: Ensure well maintained public facilities, rights-of-way, and parks. This action also contributes to fulfilling Long Term Goal K: Designing, building, operating, maintaining, stewarding and enhancing Antioch's assets and resources in partnership with the community; and Long Term Goal J: Provide outstanding parks and recreation facilities and programs for the community.

FISCAL IMPACT

Street Light and Landscape Maintenance District (SLLMD) assessment revenues for FY 2015-16 are estimated at approximately \$2,119,670 and maintenance costs are estimated at approximately \$4,038,055. After applying available SLLMD balances, \$1,290,671 will be needed from the General Fund to cover remaining costs, which is already incorporated into the proposed General Fund budget for FY2015-16.

DISCUSSION

In Fiscal Year (FY) 2001-02 a Citywide Proposition 218 ballot to create one citywide Street Light and Landscape Maintenance District (SLLMD), subdivided into four benefit zones, failed by a 70% margin. Following that failed election, Council approved the Engineer's Report for the "existing" or "base assessment" Assessment District. That report, as does this year's, assesses only properties that are subject to assessments that were previously imposed by petition of the developer of the parcel.

The 1972 Street Light and Landscape Maintenance District Act requires a Registered Civil Engineer prepare an Engineer's Report annually prior to rate setting by the City Council.

The attached Engineer's Report presents maintenance cost estimates based on FY 2015-16 budgets and approximately \$2,119,670 in collected assessments. None of the assessments exceed their respective maximum base rate. Based on previous Council direction, assessments have been allocated first to cover costs of administration, then to local landscaping, and finally arterials and medians. Any shortfalls are shown as a contribution by the General Fund.

The action of the Council tonight is to approve the receipt of the Engineer's Report and to set a Public Hearing to consider it fully on June 23, 2015. At that time, staff will recommend that Council confirm the levy of assessments and certify them to the County.

ATTACHMENTS

- A. Resolution
- B. Engineer's Report
- C. Street Light and Landscape Maintenance District Boundary Map

ATTACHMENT "A"

RESOLUTION NO. 2015/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE CONSOLIDATED ENGINEER'S REPORT AND DECLARING THE INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST, CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING PUBLIC HEARING (PW 500)

WHEREAS, the City Council has ordered the formation of the Hillcrest, Citywide, Downtown, Almondridge, Lone Tree Way, and East Lone Tree Landscape Maintenance Districts; and

WHEREAS, Streets & Highway Code §22620 et seq and Proposition 218 provide the procedures for the levy of annual assessments and the formation of such assessment districts; and

WHEREAS, the engineer of work has filed a report with the City Clerk, setting out the matters required by state law; and

WHEREAS; the City Council hereby approves the Consolidated Engineer's Report as submitted;

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

The City Council hereby approves the Consolidated Engineer's Report as submitted and declares its intention to levy and collect assessments within the Hillcrest, Citywide, Downtown, Almondridge, Lone Tree, and East Lone Tree Landscape Maintenance Districts for the fiscal year 2015-2016.

1. The improvements in each District include maintenance of public landscaping, including but not limited to roadside and medians on collector streets, cul-de-sacs, landscaped trails and open space. No substantial changes are proposed to be made regarding the existing improvements, except the maintenance of new facilities that have been constructed since the last Engineer's Report.
2. The Hillcrest Landscape Maintenance District generally encompass the subdivisions abutting or in the area of Hillcrest Avenue. The Downtown District generally encompasses the commercial downtown area of the City. The Almondridge District generally encompasses the Almondridge subdivision. The Lone Tree District generally encompasses the subdivisions in the area south of Lone Tree Way. The East Lone Tree District generally encompasses the subdivisions in the area east of Vista Grande Drive and west of Empire Avenue. The Citywide District encompasses the remainder of the City, which is not included in one of the above-mentioned districts.

3. Reference is made to the Consolidated Engineer's Report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment districts, and any zones therein, and the proposed assessments upon assessable lots and parcels within those districts.
4. Notice is hereby given that the City Council will conduct a public hearing on the matter of the levy and collection of assessments as described herein at 7:00 p.m. on June 23rd, 2015 at the City Council Chambers, City Hall, Third and "H" Streets, Antioch, California. Public testimony will be allowed at this public hearing regarding the proposed levy and collection of assessments as described herein.
5. The City of Antioch is proposed to be assessed for its proportional street frontage in Downtown District 4, Zone 1.
6. Separate written protests may be filed with the City Clerk, City Hall, Third and "H" Streets, P.O. Box 5007, Antioch, California, 94531-5007 at any time prior to the conclusion of the public hearing on June 23rd, 2015. Protests must state all grounds of objection. A protest filed by a property owner must contain the address of the affected property. The City Council will also receive oral testimony and objections.
7. The City Clerk is hereby directed to publish a public hearing notice in the Contra Costa Times, as required by law.
8. None of the proposed assessments are proposed to be increased over the amounts authorized by the ballot measure.

If any person challenges the decision of the City in this matter in court, he or she may be limited to raising only those issues that were raised at the public hearing described in this notice, or in written correspondence delivered to the City at, or prior to, the public hearing.

A copy of the Engineer's Report is available for inspection at the Community Development, Engineering and Development Services Division, 2nd Floor, City Hall, Third and "H" Streets, Antioch, California. Written statements in favor of, or in opposition to this matter, may be filed with the City Clerk, City Hall, Third and "H" Streets (P.O. Box 5007), Antioch CA 94531-5007, at any time prior to the hearing and to be heard thereon. The meeting facility is accessible to the handicapped. Auxiliary aides will be made available, upon request in advance, for persons with hearing or vision disabilities.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof; held on the 28th day of April, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
City Clerk of the City of Antioch

ATTACHMENT "B"



CITY OF ANTIOCH
CONTRA COSTA COUNTY, CALIFORNIA

CONSOLIDATED ENGINEER'S REPORT
FOR THE
CITY OF ANTIOCH
STREET LIGHT AND LANDSCAPE MAINTENANCE
DISTRICT NUMBERS 1, 2A, 4, 5, 9, AND 10
AND THE
LEVY OF THE ANNUAL ASSESSMENT
FOR THE 2015/16 FISCAL YEAR

City of Antioch

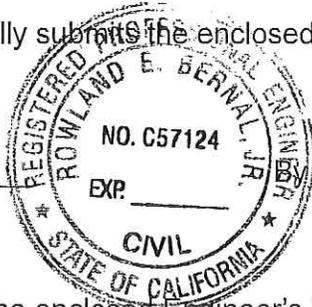
April 28th, 2015

Prepared by
City of Antioch
City Engineer
Rowland E. Bernal Jr., P.E.
Lynne B. Filson, P.E., L.S., T.E.
Philip Hoffmeister, Administrative Analyst

STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT
NUMBERS 1, 2A, 4, 5, 9, AND 10
(Pursuant to the Landscaping and Lighting Act of 1972 and Proposition 218)

The undersigned respectfully submits the enclosed Engineer's Report as directed by the City Council.

Dated 4/23/15



Rowland E. Bernal Jr.
Rowland E. Bernal Jr., P.E.
License Expires 12/31/15

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2015.

Arne Simonsen, City Clerk
City of Antioch
Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Antioch, California on the ____ day of _____, 2015.

Arne Simonsen, City Clerk
City of Antioch
Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Contra Costa, California on the ____ day of _____, 2015.

Arne Simonsen, City Clerk
City of Antioch
Contra Costa County, California

By _____
Date _____

TABLE OF CONTENTS

I.	<u>INTRODUCTION</u>	1
	A. <u>Preamble</u>	1
	B. <u>Enabling Legislation</u>	2
	C. <u>Consolidated Engineer's Report</u>	2
II.	<u>ASSESSMENT DIAGRAM</u>	3
	A. <u>Assessment Districts</u>	3
	B. <u>Zone Boundaries</u>	3
III.	<u>DESCRIPTION OF IMPROVEMENTS</u>	4
IV.	<u>COST ESTIMATES</u>	5
V.	<u>ASSESSMENT METHODS</u>	41
VI.	<u>SUMMARY OF ASSESSMENTS</u>	41
VII.	<u>ASSESSMENT ROLL</u>	41

I. INTRODUCTION

A. Preamble

In March 2001, Council considered a "reorganized" Street Light and Landscape Maintenance District (SLLMD) that would have created a single citywide District, subdivided into multiple benefit zones. In accordance with Proposition 218, ballots were sent to property owners for their approval/disapproval of that reorganized district. The result of that election was a majority "No" vote defeating the proposal. At its meeting on June 26, 2001, Council voted to approve the "Existing Light and Landscape Maintenance District", and that assessments could be levied only up to the "base assessments" for each parcel as recorded in Fiscal Year (FY) 2000-2001, (Resolution 2001/63). Since June 2001, new districts and zones have been formed that established a base rate plus an inflationary adjustment equal to the San Francisco Consumer Price Index (CPI) increase for the preceding twelve-month period.

As indicated in previous Engineer's Reports, most districts and zones did not collect sufficient assessments to finance estimated maintenance costs. Shortfalls were covered by contributions by the City General Fund. In FY 2003-04 Staff presented Council options for increasing assessments to their maximum base rates to reduce those shortfalls. In June 2003, Council decided to increase assessments to their respective maximum base assessments over a 3-year period. The final increment was approved by Council for FY 2005-06; however, some shortfalls remain. Those shortfalls continue to shown as paid by a contribution from the General Fund.

This Annual Consolidated Street Light and Landscape Maintenance Districts Engineer's Report continues with Council direction and presents maintenance costs for the existing lighting and landscaping districts and zones and assessments.

B. Enabling Legislation

Prior to November 1996, the City of Antioch Street Light and Landscape Maintenance Districts were governed only by the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500, and following) which allows a municipality or other local public agency to establish a special assessment district to raise funds for installing, maintaining and servicing public lighting, landscaping, park and recreational facilities. The revenue to pay for these improvements came from special assessments levied on the land benefiting from the improvements. The local legislative body set the assessment each year after receiving an Engineer's Report and holding a public hearing. The assessments were collected as a separately stated item on the county tax bill.

During that period, the City Council took five basic steps to levy the assessment:

- Adopt a Resolution Directing Filing of Annual Engineer's Report
- Preliminarily Approve the Engineer's Report
- Adopt a Resolution of Intention to Order Improvements
- Conduct a Public Hearing

- Adopt a Resolution Confirming the Diagram and Assessment and Levying the Annual Assessment.

A certified copy of the Engineer's Report and a computer data tape containing the assessment roll were then submitted to the Contra Costa County Auditor for collection of the approved assessments.

With the passage of Proposition 218 in November of 1996, additional actions were required to impose new, or increase existing, assessments. Proposition 218 also exempted "Any assessment imposed pursuant to a petition signed by persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed." For the City of Antioch, the City Attorney has determined that the base amount of assessment that was in effect at the time a new development petitioned for annexation into the district is excluded from the provisions of Proposition 218.

C. Consolidated Engineer's Report

This Consolidated Engineer's Report recommends an assessment for parcels within each of the six Districts in the City of Antioch that are subject to an assessment, up to the base amount. The recommended assessments are based on estimates of the benefits to be received by each assessable parcel for District landscaping and recreational improvements. The benefit estimates are used to apportion costs to each assessable parcel, up to the maximum amount each parcel may be assessed without exceeding the base amount.

The 1972 Act does not specify a method or formula for apportioning costs. The assessment may be apportioned by any formula or method that fairly distributes the costs among all assessable lots or parcels.

This report summarizes the proposed assessment methods and the resulting assessments recommended. The report includes the following:

- Assessment Diagram
- Description of Improvements
- Estimate of Operation and Maintenance costs for FY 2013/2014.
- Description of Assessment Methodology
- Summary of Recommended Assessments
- Assessment Roll

II. ASSESSMENT DIAGRAM

A. Assessment Districts

This Consolidated Engineer's Report covers each of the six Street Lighting and Landscape Maintenance Districts within the City of Antioch. Collectively, these six

Districts encompass the entire area of the City that benefits from the improvements to be maintained. The Number and common name of each District is listed below:

**TABLE 1
DISTRICT NUMBERS AND COMMON NAMES**

District Number	Common Name
1	Hillcrest Avenue
2A	Antioch or City-wide
4	Downtown
5	Almondridge
9	Lone Tree Way
10	East Lone Tree Way

District boundaries are depicted on the Assessment Diagram on file with the City of Antioch. The Assessment Diagram shows District boundaries, benefit zone boundaries, and City streets. For a description of lines and dimensions of each lot or parcel within the District, the reader is referred to the Assessor's parcel maps on file at the County Assessor's office. The Assessor's parcel maps are incorporated by reference into the Assessment Diagram. The Assessor's parcel number is adopted as the distinctive designation of each lot or parcel.

B. Zone Boundaries

The Districts are subdivided into one or more benefit zones. These benefit zones indicate areas within which parcels of similar use receive approximately equivalent benefits from District improvements. The dividing lines between benefit zones coincide with major arterial streets or other major facilities (i.e. canal, freeway). Refer to the Assessment Diagram for a description of the zone boundaries.

III. DESCRIPTION OF IMPROVEMENTS

This Section describes the public improvements to be installed, operated, serviced and maintained by the District.

District improvements are generally described as operating, servicing, maintaining, repairing and replacing the following: public landscaping, including improvements for standard City of Antioch cul-de-sacs; public medians, rights-of-way and park sites; weed abatement for publicly owned open space parcels.

PARKS: The cost of contract maintenance and/or City work for maintenance of the neighborhood and community parks listed in Table 2. Park improvements to be maintained include, but are not limited to, tot lots, picnic facilities, landscaping and lighting, and the cost of utilities serving the park.

LOCAL LANDSCAPING: Includes the costs of pruning, irrigation, maintenance planting, debris removal and clean up along the City's trails, cul-de-sac bulbs, and local and collector streets. It also includes both contract and City work associated with weed abatement and the maintenance of firebreaks. Localized landscaping improvements including planters, trees in the public right-of-way, sound walls and entry signs are also maintained under this class of improvement.

MAJOR MEDIAN AND ROADSIDE LANDSCAPING: Includes the costs of pruning, irrigation, maintenance planting, debris removal and clean up along the City's arterial roadway system. Roadways included in this system are A Street, Buchanan Road, Contra Loma Boulevard, Dallas Ranch Road, Davison Drive, Deer Valley Road, Delta Fair Boulevard, East Eighteenth Street, Hillcrest Avenue, James Donlon Boulevard, L Street, Laurel Avenue, Lone Tree Way, Prewett Ranch Road, Somersville Road, West Fourth Street, West Tenth Street, and Wilbur Avenue.

PROGRAM ADMINISTRATION: Includes the costs of acquiring and maintaining equipment necessary to operate the program and conduct maintenance activities and the work of management staff that provide program oversight, scheduling, budgeting and coordination for special work groups.

**TABLE 2
NEIGHBORHOOD AND COMMUNITY PARKS**

District Number	Common Name
1-1	Hillcrest Park
	Nelson Ranch Park
1-2	Country Manor Park
	Deerfield Park
	Knoll Park
	Prewett Community Park
1-4	Meadow Creek Park
2A-1	Contra Loma Estates Park
	Fairview Park
	Prosserville Park
2A-2	City Park
2A-3	Jacobsen Park
	Meadowbrook Park
2A-4	Harbour Park
	Mountaire Park
2A-5	Chichibu Park
2A-6	Canal Park
	Gentrytown Park
	Mira Vista Park
	Village East Park

2A-7	Marchetti Park
2A-8	Antioch Community Park
	Mira Vista Hills Park
2A-9	Eaglesridge Park
2A-10	Markley Creek Park
4-1	--
5-1	Almondridge Park
9-1	Williamson Ranch Park
	Chaparral Park
9-2	Diablo West Park
9-3	Hansen Park
	Dallas Ranch Park
9-4	Heidorn Park
10	--

IV. COST ESTIMATES

Cost estimates for operating, maintaining, servicing, installing, repairing, replacing and upgrading lighting, landscaping, parks and recreational improvements are provided by the City of Antioch. Tables 3 through 22 present cost estimates for each benefit area.

Table 3
COST ESTIMATE -- 2015/2016
District 1, Zone 1 -- Hillcrest Avenue District

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4541)

		Base Rate Benefit Units 1,681																															
	Total Cost	District Need	Assessments Applied																														
MAINTENANCE AND SERVICES:																																	
Parks	\$128,556	\$128,556	\$0																														
Arterial Medians and Roadside	\$26,618	\$26,618	\$0																														
Local Landscaping, Trails, Open Space	\$206,960	\$26,773	\$180,187																														
Administration	\$94,876	\$0	\$94,876																														
SUBTOTAL:	\$457,010	\$181,947	\$275,063																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 15%;">535</td> <td style="width: 25%;">Parcels Assessed at</td> <td style="width: 10%;">\$216</td> <td style="width: 20%;">per unit =</td> <td style="width: 30%; text-align: right;">\$115,560</td> </tr> <tr> <td>413</td> <td>Parcels Assessed at</td> <td>\$190</td> <td>per unit =</td> <td style="text-align: right;">\$78,470</td> </tr> <tr> <td>283</td> <td>Parcels Assessed at</td> <td>\$165</td> <td>per unit =</td> <td style="text-align: right;">\$46,695</td> </tr> <tr> <td>207</td> <td>Parcels Assessed at</td> <td>\$94</td> <td>per unit =</td> <td style="text-align: right;">\$19,458</td> </tr> <tr> <td>131</td> <td>Parcels Assessed at</td> <td>\$64</td> <td>per unit =</td> <td style="text-align: right;">\$8,384</td> </tr> <tr> <td>112</td> <td>Parcels Assessed at</td> <td>\$58</td> <td>per unit =</td> <td style="text-align: right;">\$6,496</td> </tr> </tbody> </table>				535	Parcels Assessed at	\$216	per unit =	\$115,560	413	Parcels Assessed at	\$190	per unit =	\$78,470	283	Parcels Assessed at	\$165	per unit =	\$46,695	207	Parcels Assessed at	\$94	per unit =	\$19,458	131	Parcels Assessed at	\$64	per unit =	\$8,384	112	Parcels Assessed at	\$58	per unit =	\$6,496
535	Parcels Assessed at	\$216	per unit =	\$115,560																													
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131	Parcels Assessed at	\$64	per unit =	\$8,384																													
112	Parcels Assessed at	\$58	per unit =	\$6,496																													
TOTAL ASSESSED:				\$275,063																													
Ending FY14/15 Fund Balance (Estimated):				\$201,265																													
GENERAL FUND PORTION OF MAINTENANCE COST:				\$0																													

District/Zone Benefits:

Parks: Hillcrest, Nelson Ranch

Arterial Landscaping: Hillcrest Avenue

Roadway Landscaping: Larkspur Drive, Wild Horse Road and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 3A
District 1, Zone 1
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
1-1	California Terrace	7222	123	165	165	165
1-1	Hillcrest Subd Un 1	5653	221	190	190	190
1-1	Hillcrest Subd Un 2	6067	83	190	190	190
1-1	Hillcrest Subd Un 3	6068	61	190	190	190
1-1	Nelson Ranch I	6893	102	216	216	216
1-1	Nelson Ranch II	8850	128	216	216	216
1-1	Nelson Ranch III	8851	138	216	216	216
1-1	Northwood Downs 1	6429	81	58	58	58
1-1	Northwood Downs 2	6564	31	58	58	58
1-1	Northwood Downs 3	6565	76	64	64	64
1-1	Ridgeview Un 1	6262	48	190	190	190
1-1	Ridgeview Un 2	6264	55	64	64	64
1-1	Viera Ranch 1-1	6855	172	94	94	94
1-1	Viera Ranch 1-2	7180	116	165	165	165
1-1	Viera Ranch 1-3	7181	69	216	216	216
1-1	Viera Ranch 2-1	6925	44	165	165	165
1-1	Viera Ranch 2-2	7219	49	216	216	216
1-1	Viera Ranch 2-3	7220	49	216	216	216
1-1	Viera Ranch 3	6943	35	94	94	94
Total:			1,681			275,063

Note: Values in the "FY 15-16 Assessment" column are for the forthcoming Fiscal Year. Assessments for the previous year (FY 14-15) are included for comparison.

Table 4
COST ESTIMATE -- 2015/2016
District 1, Zone 2 -- Hillcrest Avenue District

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4542)

	Base Rate Benefit Units 3,237		
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$181,441	\$155,767	\$25,674
Arterial Medians and Roadside	\$85,820	\$0	\$85,820
Local Landscaping, Trails, Open Space	\$184,984	\$0	\$184,984
Administration	\$66,748	\$0	\$66,748
SUBTOTAL:	\$518,993	\$155,767	\$363,226

882	Parcels Assessed at	\$216.00	per unit =	\$190,512
88	Parcels Assessed at	\$158.00	per unit =	\$13,904
1290	Parcels Assessed at	\$82.00	per unit =	\$105,780
53	Parcels Assessed at	\$76.00	per unit =	\$4,028
184	Parcels Assessed at	\$69.00	per unit =	\$12,696
52	Parcels Assessed at	\$56.00	per unit =	\$2,912
64	Parcels Assessed at	\$151.20	per unit =	\$9,676
458	Parcels Assessed at	\$42.00	per unit =	\$19,236
166	Parcels Assessed at	\$27.00	per unit =	\$4,482

TOTAL ASSESSED:	\$363,226
Ending FY14/15 Fund Balance (Estimated):	\$45,579
GENERAL FUND PORTION OF MAINTENANCE COST:	\$110,188

District/Zone Benefits:

Parks: Country Manor, Deerfield Mini, Knoll, Prewett Water Park
 Arterial Landscaping: Hillcrest Avenue, Lone Tree Way and Deer Valley Road
 Roadway Landscaping: Via Dora, Country Hills, Asilomar Drive and cul-de-sac bulbs
 Miscellaneous: open space and trails

Table 4A
District 1, Zone 2
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
1-2	Bear Ridge Un 1	7145	93	216	216.00	216.00
1-2	Bear Ridge Un 2	7251	79	216	216.00	216.00
1-2	Country Hills	6800	243	82	82.00	82.00
1-2	Country Manor Un 1	5891	69	69	69.00	69.00
1-2	Country Manor Condos	6657	233	82	82.00	82.00
1-2	Country Manor Un 2	6178	54	69	69.00	69.00
1-2	Country Manor Un 3	6179	61	69	69.00	69.00
1-2	Country Manor Un 4	6180	71	82	82.00	82.00
1-2	Country Manor Un 5	6181	18	82	82.00	82.00
1-2	Country Manor Un 6	6256	19	82	82.00	82.00
1-2	Country Manor Un 7R	6653	101	82	82.00	82.00
1-2	Deer Park Un 1	6899	204	42	42	42.00
1-2	Deer Park Un 4	7569	38	216	216.00	216.00
1-2	Deer Park Un 5	7847	38	216	216.00	216.00
1-2	Deer Park Un 6	7848	34	216	216.00	216.00
1-2	Deer Park Un 7	7281	35	216	216.00	216.00
1-2	Deerfield Un 1	6732	113	27	27	27.00
1-2	Deerfield Un 2	6733	53	27	27	27.00
1-2	Deerfield Un 3	6818	138	82	82.00	82.00
1-2	Deerfield Un 4	6817	150	82	82.00	82.00
1-2	Deerfield Un 5	6908	32	42	42	42.00
1-2	Deerfield Un 6	7283	53	76	76.00	76.00
1-2	Deerfield Un 7	7281	67	216	216.00	216.00
1-2	Deerfield Un 8	7286	60	216	216.00	216.00
1-2	Deerfield Un 9	7284	47	158	158.00	158.00
1-2	Deerfield Un 10	7285	52	56	56	56.00
1-2	Deerfield Un 11	7282	71	216	216.00	216.00
1-2	Hillcrest View Apts	-	64	151.20	151.20	151.20
1-2	Ho Property Un 1	7973	41	158	158.00	158.00
1-2	Ho Property Un 2	7974	65	216	216.00	216.00
1-2	Ho Property Un 8	8230	79	216	216.00	216.00
1-2	Ho Property Un 9	8231	80	216	216.00	216.00
1-2	Ho Property Un 10	8232	54	216	216.00	216.00
1-2	Parkside Un 1	6975	158	82	82.00	82.00
1-2	Parkside Un 2	7104	101	42	42	42.00
1-2	Shelbourne Un 1	7019	121	42	42	42.00
1-2	Shelbourne Un 2	7218	89	216	216.00	216.00
1-2	Sterling Gate Un 1	6616	76	82	82.00	82.00
1-2	Sterling Gate Un 2	6928	83	82	82.00	82.00

Total: 3237 363,226.80

B12

Table 5
COST ESTIMATE -- 2015/2016
District 1, Zone 4 -- Hillcrest Avenue District

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4544)

		Base Rate Benefit Units 1,607	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
Parks	\$32,982	\$32,982	\$0
Arterial Medians and Roadside	\$29,060	\$29,060	\$0
Local Landscaping, Trails, Open Space	\$140,728	\$32,555	\$108,173
Administration	\$77,648	\$0	\$77,648
SUBTOTAL:	\$280,418	\$94,597	\$185,821

350	Parcels Assessed at	\$193.00	per unit =	\$67,550
119	Parcels Assessed at	\$167.00	per unit =	\$19,873
344	Parcels Assessed at	\$216.00	per unit =	\$74,304
117	Parcels Assessed at	\$44.00	per unit =	\$5,148
225	Parcels Assessed at	\$38.00	per unit =	\$8,550
452	Parcels Assessed at	\$23.00	per unit =	\$10,396

TOTAL ASSESSED: \$185,821

Ending FY14/15 Fund Balance (Estimated): \$68,443
GENERAL FUND PORTION OF MAINTENANCE COST: \$26,154

District/Zone Benefits:

Parks: Meadow Creek Estates

Arterial Landscaping: Hillcrest Avenue and Lone Tree Way

Roadway Landscaping: Laurel Road, Country Hills Drive and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 5A
District 1, Zone 4
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
1-4	Canada Hills Un 1	6898	147	23	23	23
1-4	Canada Hills Un 2	7130	99	23	23	23
1-4	Canada Hills Un 3	7341	111	38	38	38
1-4	Canada Hills Un 4	7458	47	193	193	193
1-4	Canada Hills Un 5	7761	40	193	193	193
1-4	Canada Hills Un 6	7460	81	193	193	193
1-4	Canada Hills Un 7	7459	122	193	193	193
1-4	Hidden Glen Un1	6909	89	23	23	23
1-4	Hidden Glen Un 2	7505	81	216	216	216
1-4	Hidden Glen Un 3	8387	75	216	216	216
1-4	Hidden Glen Un 4	8388	126	216	216	216
1-4	Meadow Crk Est. 1	6930	117	23	23	23
1-4	Meadow Crk Est. 2	7123	114	38	38	38
1-4	Meadow Crk Est. 3	7124	117	44	44	44
1-4	Meadow Crk Est. 4	7125	119	167	167	167
1-4	Meadow Crk Est. 5	7867	60	193	193	193
1-4	Viera Ranch 2-2	7219	18	216	216	216
1-4	Viera Ranch 2-3	7220	44	216	216	216
Total:			1,607			185,821

Table 6
COST ESTIMATE -- 2015/2016
District 2A, Zone 1 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4561)

		Base Rate Benefit Units	
		0	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
Parks	\$69,695	\$69,695	\$0
Arterial Medians and Roadside	\$29,030	\$29,030	\$0
Local Landscaping, Trails, Open Space	\$0	\$0	\$0
Administration	\$0	\$0	\$0
SUBTOTAL:	\$98,725	\$98,725	\$0
TOTAL ASSESSED:			\$0
Ending FY14/15 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$98,725

District/Zone Benefits:

Parks: Contra Loma, Fairview, Prosserville

Arterial Somersville Road, L Street, Fourth Street, West Tenth Street

Roadway Landscaping: Sycamore Drive, G Street and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 7
COST ESTIMATE -- 2015/2016
District 2A, Zone 2 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4562)

		Base Rate Benefit Units 0	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessed
Parks	\$32,860	\$32,860	\$0
Arterial Medians and Roadside	\$6,273	\$6,273	\$0
Local Landscaping, Trails, Open Space	\$0	\$0	\$0
Administration	\$0	\$0	\$0
SUBTOTAL:	\$39,133	\$39,133	\$0
TOTAL ASSESSED:			\$0
Ending FY14/15 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$39,133

District/Zone Benefits:

Parks: City Park

Arterial: A Street

Roadway Landscaping: Merrill Drive, G Street and Cavallo Road roadside and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 8
COST ESTIMATE -- 2015/2016
District 2A, Zone 3 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4563)

		Base Rate Benefit Units 230	
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$41,141	\$41,141	\$0
Arterial Medians and Roadside	\$15,631	\$15,631	\$0
Local Landscaping, Trails, Open Space	\$20,447	\$17,497	\$2,950
Administration	\$11,546	\$0	\$11,546
SUBTOTAL:	\$88,765	\$74,269	\$14,496
			\$14,496
188 Parcels Assessed at \$66.00 per unit =			\$12,408
36 Parcels Assessed at \$22 per unit =			\$792
6 Parcels Assessed at \$216 per unit =			\$1,296
TOTAL ASSESSED:			\$14,496
Ending FY14/15 Fund Balance (Estimated):			\$24,112
GENERAL FUND PORTION OF MAINTENANCE COST:			\$50,157

District/Zone Benefits:

- Parks: Jacobsen, Meadowbrook
- Arterial: East 18th Street and Wilbur Avenue
- Roadway Landscaping: Cavallo Road and cul-de-sac bulbs
- Miscellaneous: open space and trails

B17

Table 8A
 District 2A, Zone 3
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
2A-3	Lakeshore Apt.	6770	188	66	66	66
2A-3	Terrace Gardens	5582	36	22	22	22
2A-3	Bermuda Way	8848	6	216	216	216
Total:			230			14,496

Table 9
COST ESTIMATE -- 2015/2016
District 2A, Zone 4 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4564)

		Base Rate Benefit Units 337	
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$80,514	\$80,514	\$0
Arterial Medians and Roadside	\$38,164	\$38,164	\$0
Local Landscaping, Trails, Open Space	\$19,767	\$10,662	\$9,105
Administration	\$3,811	\$0	\$3,811
SUBTOTAL:	\$142,256	\$129,340	\$12,916
			\$10,260
			\$2,656
TOTAL ASSESSED:			\$12,916
Ending FY14/15 Fund Balance (Estimated):			\$11,886
GENERAL FUND PORTION OF MAINTENANCE COST:			\$117,454

District/Zone Benefits:

- Parks: Harbour, Mountaire
- Arterial: Lone Tree Way, Davison Drive and Hillcrest Avenue
- Roadway Landscaping: Cul-de-sac bulbs
- Miscellaneous: open space and trails

Table 9A
 District 2A, Zone 4
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
2A-4	Hillcrest Estates	5494	54	60	60	60
2A-4	Hillcrest Estates Un 2	6184	53	60	60	60
2A-4	Brookside Estates	7155	166	16	16	16
2A-4	Shelbourne Un 3	7294	64	60	60	60
Total:			337			12,916

Table 10
COST ESTIMATE -- 2015/2016
District 2A, Zone 5 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4565)

		Base Rate Benefit Units 13	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$43,976	\$43,976	\$0
Arterial Medians and Roadside	\$39,866	\$39,866	\$0
Local Landscaping, Trails, Open Space	\$39,585	\$39,585	\$0
Administration	\$16,820	\$15,328	\$1,492
SUBTOTAL:	\$140,247	\$138,755	\$1,492
4 Parcels Assessed at \$139 per unit =		\$556	
9 Parcels Assessed at \$104 per unit =		\$936	
TOTAL ASSESSED:		\$1,492	
Ending FY14/15 Fund Balance (Estimated):		\$18,081	
GENERAL FUND PORTION OF MAINTENANCE COST:		\$120,674	

District/Zone Benefits:

Parks: Chichibu

Arterial: Lone Tree Way, James Donlon Boulevard, Contra Loma Boulevard

Roadway Landscaping: Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 10A
 District 2A, Zone 5
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
2A-5	Wilhelm Sub'd	7121	4	139	139	139
2A-5	Wilhelm Sub'd	7412	9	104	104	104
Total:			13			1,492

B22

Table 11
COST ESTIMATE -- 2015/2016
District 2A, Zone 6 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4566)

		Base Rate Benefit Units 274	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
Parks	\$172,402	\$172,402	\$0
Arterial Medians and Roadside	\$48,376	\$48,376	\$0
Local Landscaping, Trails, Open Space	\$48,100	\$25,087	\$23,013
Administration	\$5,569	\$0	\$5,569
SUBTOTAL:	\$274,447	\$245,865	\$28,582

148	Parcels Assessed at	\$139	per unit =	\$20,572
18	Parcels Assessed at	\$103	per unit =	\$1,854
108	Parcels Assessed at	\$57	per unit =	\$6,156

TOTAL ASSESSED:	\$28,582
Ending FY14/15 Fund Balance (Estimated):	\$10,640
GENERAL FUND PORTION OF MAINTENANCE COST:	\$235,225

District/Zone Benefits:

Parks: Canal, Gentrytown, Mira Vista, Village East

Arterial: Somersville Road, Buchanan Road, James Donlon Boulevard, Contra Loma Boulevard

Roadway Landscaping: Putnam Street, Johnson Drive and Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 11A District 2A, Zone 6 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
2A-6	California Gables	7105	148	139	139	139
2A-6	Centennial Park	6812	108	57	57	57
2A-6	Mira Vista Un 11	7034	18	103	103	103
Total:			274			28,582

B24

Table 12
 COST ESTIMATE -- 2015/2016
 District 2A, Zone 7 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4567)

		Base Rate Benefit Units	
		0	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assements Applied
Parks	\$31,506	\$31,506	\$0
Arterial Medians and Roadside	\$16,176	\$16,176	\$0
Local Landscaping, Trails, Open Space	\$0	\$0	\$0
Administration	\$0	\$0	\$0
SUBTOTAL:	\$47,682	\$47,682	\$0
TOTAL ASSESSED:			\$0
Ending FY14/15 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$47,682

District/Zone Benefits:

- Parks: Marchetti
- Arterial: Somersville Road, Delta Fair Boulevard
- Roadway Landscaping: None
- Miscellaneous: open space and trails

B25

Table 13
COST ESTIMATE -- 2015/2016
District 2A, Zone 8 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4568)

		Base Rate Benefit Units 426																					
		District Need	Assessments Applied																				
MAINTENANCE AND SERVICES:																							
Parks	\$219,357	\$219,357	\$0																				
Arterial Medians and Roadside	\$28,925	\$26,825	\$2,100																				
Local Landscaping, Trails, Open Space	\$46,001	\$0	\$46,001																				
Administration	\$26,665	\$0	\$26,665																				
SUBTOTAL:	\$320,948	\$246,182	\$74,766																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="text-align: right;">261</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$216.00</td> <td>per unit =</td> <td style="text-align: right;">\$56,376</td> </tr> <tr> <td style="text-align: right;">120</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$129</td> <td>per unit =</td> <td style="text-align: right;">\$15,480</td> </tr> <tr> <td style="text-align: right;">5</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$118</td> <td>per unit =</td> <td style="text-align: right;">\$590</td> </tr> <tr> <td style="text-align: right;">40</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$58</td> <td>per unit =</td> <td style="text-align: right;">\$2,320</td> </tr> </tbody> </table>				261	Parcels Assessed at	\$216.00	per unit =	\$56,376	120	Parcels Assessed at	\$129	per unit =	\$15,480	5	Parcels Assessed at	\$118	per unit =	\$590	40	Parcels Assessed at	\$58	per unit =	\$2,320
261	Parcels Assessed at	\$216.00	per unit =	\$56,376																			
120	Parcels Assessed at	\$129	per unit =	\$15,480																			
5	Parcels Assessed at	\$118	per unit =	\$590																			
40	Parcels Assessed at	\$58	per unit =	\$2,320																			
TOTAL ASSESSED:				\$74,766																			
Ending FY14/15 Fund Balance (Estimated):				\$16,970																			
GENERAL FUND PORTION OF MAINTENANCE COST:				\$229,212																			

District/Zone Benefits:

Parks: Mira Vista Hills, Antioch Community Park

Arterial: James Donlon Boulevard

Roadway Landscaping: Cul-de-sac bulbs

Miscellaneous: open space and trails

B26

Table 13A
 District 2A, Zone 8
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
2A-8	Mira Vista Hills	4420	5	118	118	118
2A-8	Mira Vista Hills, Un 10	6472	78	129	129	129
2A-8	Mira Vista Hills, Un 12	6744	40	58	58	58
2A-8	Mira Vista Hills, Un 13	6708	95	216	216	216
2A-8	Mira Vista Hills, Un 14	6824	42	129	129	129
2A-8	Mira Vista Hills, Un 15	6920	79	216	216	216
2A-8	Mira Vista Hills, Un 16	6921	87	216	216	216
Total:			426			74,766.00

Table 14
COST ESTIMATE -- 2015/2016
District 2A, Zone 9 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4569)

		Base Rate Benefit Units 1,379																																					
	Total Cost	District Need	Assessments Applied																																				
MAINTENANCE AND SERVICES:																																							
Parks	\$33,555	\$33,555	\$0																																				
Arterial Medians and Roadside	\$52,089	\$40,502	\$11,587																																				
Local Landscaping, Trails, Open Space	\$79,498	\$0	\$79,498																																				
Administration	\$24,907	\$0	\$24,907																																				
SUBTOTAL:	\$190,049	\$74,057	\$115,992																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 10%; text-align: center;">68</td> <td style="width: 15%;">Parcels Assessed at</td> <td style="width: 15%; text-align: right;">\$144</td> <td style="width: 15%;">per unit =</td> <td style="width: 45%;"></td> <td style="width: 10%; text-align: right;">\$9,792</td> </tr> <tr> <td style="text-align: center;">174</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$135</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$23,490</td> </tr> <tr> <td style="text-align: center;">442</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$108</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$47,736</td> </tr> <tr> <td style="text-align: center;">122</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$107</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$13,054</td> </tr> <tr> <td style="text-align: center;">34</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$74</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$2,516</td> </tr> <tr> <td style="text-align: center;">539</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$36</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$19,404</td> </tr> </tbody> </table>				68	Parcels Assessed at	\$144	per unit =		\$9,792	174	Parcels Assessed at	\$135	per unit =		\$23,490	442	Parcels Assessed at	\$108	per unit =		\$47,736	122	Parcels Assessed at	\$107	per unit =		\$13,054	34	Parcels Assessed at	\$74	per unit =		\$2,516	539	Parcels Assessed at	\$36	per unit =		\$19,404
68	Parcels Assessed at	\$144	per unit =		\$9,792																																		
174	Parcels Assessed at	\$135	per unit =		\$23,490																																		
442	Parcels Assessed at	\$108	per unit =		\$47,736																																		
122	Parcels Assessed at	\$107	per unit =		\$13,054																																		
34	Parcels Assessed at	\$74	per unit =		\$2,516																																		
539	Parcels Assessed at	\$36	per unit =		\$19,404																																		
TOTAL ASSESSED:				\$115,992																																			
Ending FY14/15 Fund Balance (Estimated):				\$25,368																																			
GENERAL FUND PORTION OF MAINTENANCE COST:				\$48,689																																			

District/Zone Benefits:

Parks: Eaglesridge

Arterial: Lone Tree Way, Deer Valley Road

Roadway Landscaping: Ridgerock Drive, Asilomar, Country Hills Drive and cul-de-sac bulbs

Miscellaneous: Open space and trails

B28

Table 15
 COST ESTIMATE -- 2015/2016
 District 2A, Zone 10 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4572)

		Base Rate Benefit Units									
		286 Residential 4 Commercial									
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied								
Parks	\$31,505	\$27,150	\$4,355								
Arterial Medians and Roadside	\$13,587	\$0	\$27,150								
Local Landscaping, Trails, Open Space	\$110,859	\$0	\$110,859								
Channel Maintenance	\$10,000	\$0	\$10,000								
Administration	\$23,149	\$0	\$23,149								
SUBTOTAL:	\$189,100	\$27,150	\$175,513								
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">286 Parcels Assessed at</td> <td style="padding: 2px;">\$590.20</td> <td style="padding: 2px;">per unit =</td> <td style="padding: 2px; text-align: right;">\$168,797</td> </tr> <tr> <td style="padding: 2px;">1 Commercial Parcel Assessed at</td> <td style="padding: 2px;">\$590.20</td> <td style="padding: 2px;">per benefit unit =</td> <td style="padding: 2px; text-align: right;">\$2,361</td> </tr> </table>		286 Parcels Assessed at	\$590.20	per unit =	\$168,797	1 Commercial Parcel Assessed at	\$590.20	per benefit unit =	\$2,361
286 Parcels Assessed at	\$590.20	per unit =	\$168,797								
1 Commercial Parcel Assessed at	\$590.20	per benefit unit =	\$2,361								
TOTAL ASSESSED:			\$171,158								
Ending FY14/15 Fund Balance (Estimated):			\$58,002								
GENERAL FUND PORTION OF MAINTENANCE COST:			\$0								

District/Zone Benefits:

- Parks: Markley Creek
- Arterial: James Donlan, Somersville
- Roadway Landscaping: cul-de-sac bulbs

Table 15A District 2A, Zone 10 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assesment
2A-10	Black Diamond Ranch Un 1	7487	58	590.20	525.00	590.20
2A-10	Black Diamond Ranch Un 2	8585	117	590.20	525.00	590.20
2A-10	Black Diamond Ranch Un 3	8586	111	590.20	525.00	590.20
2A-10	Commerical Parcel	-	4	590.20	525.00	590.20
Total:			290			171,158

Table 16
COST ESTIMATE -- 2015/2016
District 4, Zone 1 -- Downtown District

The following schedule shows the allocation of costs to be spread to this District/Zone (252-4521)

	Base Rate Benefit Units		
	0		
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$0	\$0	\$0
Arterial Medians and Roadside	\$0	\$0	\$0
Local Landscaping, Trails, Open Space	\$94,758	\$94,758	\$0
Administration	\$2,053	\$2,053	\$0
SUBTOTAL:	\$96,811	\$96,811	\$0
TOTAL ASSESSED:			\$0
Ending FY14/15 Fund Balance (Estimated):			\$23,319
GENERAL FUND PORTION OF MAINTENANCE COST:			\$73,492
<i>District/Zone Benefits:</i>			
Roadway Landscaping: Waldie Plaza, Rivertown Promenade, public parking lots, A Street extension, train station			

Table 17
COST ESTIMATE -- 2015/2016
District 5, Zone 1 -- Almondridge District

The following schedule shows the allocation of costs to be spread to this District/Zone (253-4531)

		Base Rate Benefit Units 560	
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$64,091	\$27,647	\$36,444
Arterial Medians and Roadside	\$0	\$0	\$0
Local Landscaping, Trails, Open Space	\$50,766	\$0	\$50,766
Administration	\$10,843	\$0	\$21,712
SUBTOTAL:	\$125,700	\$27,647	\$108,922
463 Parcels Assessed at \$190.00 per unit =			\$87,970
97 Parcels Assessed at \$216.00 per unit =			\$20,952
TOTAL ASSESSED:			\$108,922
Ending FY14/15 Fund Balance (Estimated):			\$62,841
GENERAL FUND PORTION OF MAINTENANCE COST:			\$0

District/Zone Benefits:

Parks: Almondridge

Arterial: None

Roadway Landscaping: Viera Avenue, Willow Avenue and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 17A
 District 5, Zone 1
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
5-1	Almondrige West	6621	25	190	190	190.00
5-1	Almondrige Un 1	6109	93	190	190	190.00
5-1	Almondrige Un 2	6454	35	190	190	190.00
5-1	Almondrige Un 3	6788	50	190	190	190.00
5-1	Almondrige Un 4	6869	52	190	190	190.00
5-1	Almondrige Un 5	7190	96	190	190	190.00
5-1	Almondrige Un 6	7411	48	190	190	190.00
5-1	Almondrige Un 9	7673	35	190	190	190.00
5-1	Almondrige Un 11	7901	25	190	190	190.00
5-1	Almondrige Un 12	8065	4	190	190	190.00
5-1	Oakley Knolls	8501	16	216	216	216.00
5-1	Almondrige East	8880	81	216	-	216.00

Total:

560

108,922

Table 18
COST ESTIMATE -- 2015/2016
District 9, Zone 1 -- Lone Tree District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4511)

		Base Rate Benefit Units 1,200	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
Parks	\$69,935	\$58,599	\$11,336
Arterial Medians and Roadside	\$31,795	\$0	\$31,795
Local Landscaping, Trails, Open Space	\$87,064	\$0	\$87,064
Administration	\$17,805	\$0	\$17,805
SUBTOTAL:	\$206,599	\$58,599	\$148,000
575 Parcels Assessed at \$140 per unit =			\$80,500
625 Parcels Assessed at \$108 per unit =			\$67,500
TOTAL ASSESSED:			\$148,000
Ending FY14/15 Fund Balance (Estimated):			\$50,448
GENERAL FUND PORTION OF MAINTENANCE COST:			\$8,151

District/Zone Benefits:

Parks: Chapparal, Williamson Ranch

Arterial: Hillcrest Avenue, Lone Tree Way, Deer Valley Road, Prewett Ranch

Roadway Landscaping: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Miscellaneous: open space and trails

Table 18A
 District 9, Zone 1
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
9-1	Diablo East Un 1	7121	177	108	108	108
9-1	Diablo East Un 2	7400	44	108	108	108
9-1	Diablo East Un 3	7401	21	140	140	140
9-1	Diablo East Un 4	8038	39	140	140	140
9-1	Diablo East Un 5	8052	39	140	140	140
9-1	Diablo East Un 6	8079	34	140	140	140
9-1	Diablo East Un 7	8122	52	140	140	140
9-1	Diablo East Un 8	8164	77	140	140	140
9-1	Diablo East Un 9	8191	71	140	140	140
9-1	Williamson Ranch 1	7114	20	108	108	108
9-1	Williamson Ranch 2	7258	166	108	108	108
9-1	Williamson Ranch 3	7587	86	108	108	108
9-1	Williamson Ranch 4	7606	93	108	108	108
9-1	Williamson Ranch 5	7618	39	108	108	108
9-1	Williamson Ranch 6	7619	75	140	140	140
9-1	Williamson Ranch 7	7620	82	140	140	140
9-1	Williamson Ranch 8	7826	85	140	140	140
Total:			1,200			148,000

Table 19
COST ESTIMATE -- 2015/2016
District 9, Zone 2 -- Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4512)

		Base Rate Benefit Units 2,024	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$24,983	\$24,983	\$0
Medians and Roadside	\$38,113	\$38,113	\$0
Local Landscaping, Trails, Open Space	\$154,603	\$35,229	\$119,374
Administration	\$77,788	\$0	\$77,788
SUBTOTAL:	\$295,487	\$98,325	\$197,162

229	Parcels Assessed at	\$216.00	per unit =	\$49,464
1149	Parcels Assessed at	\$93.00	per unit =	\$106,857
29	Parcels Assessed at	\$88.00	per unit =	\$2,552
45	Parcels Assessed at	\$83.00	per unit =	\$3,735
38	Parcels Assessed at	\$216.00	per unit =	\$8,208
460	Parcels Assessed at	\$51.00	per unit =	\$23,460
74	Parcels Assessed at	\$39.00	per unit =	\$2,886

TOTAL ASSESSED:	\$197,162
Ending FY14/15 Fund Balance (Estimated):	\$84,569
GENERAL FUND PORTION OF MAINTENANCE COST:	\$13,756

District/Zone Benefits:

Parks: Diablo West

Arterial: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Roadway Landscaping: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Miscellaneous: open space and trails

Table 19A
District 9, Zone 2
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
9-2	Black Dia. Knolls 1	7201	29	51	51	51
9-2	Black Dia. Knolls 2	7498	45	51	51	51
9-2	Black Dia. Knolls 3	7554	28	51	51	51
9-2	Black Dia. Knolls 4	7592	36	51	51	51
9-2	Black Dia. Knolls 5	7499	64	51	51	51
9-2	Black Dia. Knolls 6	7593	24	51	51	51
9-2	Black Dia. Knolls 7	7594	31	93	93	93
9-2	Black Dia. Knolls 8	7825	26	83	83	83
9-2	Black Dia. Knolls 9	8008	19	83	83	83
9-2	Black Dia. Knolls 10	7824	29	88	88	88
9-2	Black Dia. Knolls 11	7500	48	93	93	93
9-2	Black Dia. Knolls 12	7823	26	93	93	93
9-2	Black Dia. Knolls 13	7822	32	93	93	93
9-2	Black Dia. Knolls 14	8110	43	93	93	93
9-2	Black Dia. Knolls 15	8181	53	93	93	93
9-2	Black Dia. Knolls 16	8182	42	93	93	93
9-2	Black Dia. Knolls 17	8183	45	93	93	93
9-2	Black Dia. Knolls 18	8324	56	93	93	93
9-2	Black Dia. Knolls 19	8325	89	93	93	93
9-2	Black Dia. Knolls 20	8326	64	93	93	93
9-2	Black Dia. Knolls 21	8466	49	216	216	216
9-2	Black Dia. Knolls 22	8467	64	216	216	216
9-2	Black Dia. Knolls 23	8525	27	216	216	216
9-2	Black Dia. Knolls 24	8526	89	216	216	216
9-2	Black Dia. Knolls 25	8528	38	216	216	216
9-2	Diablo West Un 1	7128	74	39	39	39
9-2	Diablo West Un 2	7469	119	51	51	51
9-2	Diablo West Un 3	7616	115	51	51	51
9-2	Diablo West Un 4	8243	71	93	93	93
9-2	Diablo West Un 5	8244	56	93	93	93
9-2	Diablo West Un 6	8245	81	93	93	93
9-2	Diablo West Un 7	8312	99	93	93	93
9-2	Diablo West Un 8	8313	46	93	93	93
9-2	Diablo West Un 9	8314	106	93	93	93
9-2	Lone Tree Glen	7275	161	93	93	93

Total: 2,024 197,162

B39

Table 20
COST ESTIMATE -- 2015/2016
District 9, Zone 3 -- Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4513)

		Base Rate Benefit Units 1,953	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$85,063	\$88,372	(\$3,309)
Arterial Medians and Roadside	\$20,900	\$0	\$20,900
Local Landscaping, Trails, Open Space	\$128,236	\$0	\$128,236
Administration	\$69,842	\$0	\$69,842
SUBTOTAL:	\$304,041	\$88,372	\$215,669

129	Parcels Assessed at	\$216.00	per unit =	\$27,864
860	Parcels Assessed at	\$139.00	per unit =	\$119,540
519	Parcels Assessed at	\$95.00	per unit =	\$49,305
120	Parcels Assessed at	\$93.00	per unit =	\$11,160
25	Parcels Assessed at	\$216.00	per unit =	\$5,400
300	Parcels Assessed at	\$8.00	per unit =	\$2,400

TOTAL ASSESSED:	\$215,669
Ending FY14/15 Fund Balance (Estimated):	\$66,130
GENERAL FUND PORTION OF MAINTENANCE COST:	\$22,242

District/Zone Benefits:

Parks: Hansen and Dallas Ranch Park

Arterial: Lone Tree Way, Dallas Ranch Road

Roadway Landscaping: Prewett Ranch Road, Golf Course Road, Frederickson Lane and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 20A
 District 9, Zone 3
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
9-3	Black Dia. Est. Un 1	7515	31	95	95	95
9-3	Black Dia. Est. Un 2	7644	41	139	139	139
9-3	Black Dia. Est. Un 3	8064	54	139	139	139
9-3	Black Dia. Est. Un 4	8194	64	139	139	139
9-3	Black Dia. Est. Un 5	8076	55	139	139	139
9-3	Black Dia. Est. Un 6	8317	56	139	139	139
9-3	Black Dia. Est. Un 7	8318	73	139	139	139
9-3	Black Dia. Est. Un 8	8319	47	216	216	216
9-3	Black Dia. Est. Un 9	8320	49	216	216	216
9-3	Black Dia. Est. Un 10	8472	33	216	216	216
9-3	Black Dia. Est. Un 11	8567	25	216	216	216
9-3	Dallas Ranch Un 1	7380	58	95	95	95
9-3	Dallas Ranch Un 2	7859	50	95	95	95
9-3	Dallas Ranch Un 3	7860	34	95	95	95
9-3	Dallas Ranch Un 4	7198	138	95	95	95
9-3	Dallas Ranch Un 5	7376	122	95	95	95
9-3	Dallas Ranch Un 6	7966	45	95	95	95
9-3	Dallas Ranch Un 7	7377	187	139	139	139
9-3	Dallas Ranch Un 8	7378	54	139	139	139
9-3	Dallas Ranch Un 9	8107	34	139	139	139
9-3	Dallas Ranch Un 10	8108	63	139	139	139
9-3	Dallas Ranch Un 11	8109	120	93	93	93
9-3	Diamond Ridge Un 1	7317	179	8	8	8
9-3	Diamond Ridge Un 2	7536	86	8	8	8
9-3	Diamond Ridge Un 3	7537	41	95	95	95
9-3	Diamond Ridge Un 4	7627	35	8	8	8
9-3	Sandhill I	8247	75	139	139	139
9-3	Sandhill II	8410	104	139	139	139

Total: 1,953 215,669

Table 21
COST ESTIMATE -- 2015/2016
District 9, Zone 4 -- Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4514)

		Base Rate Benefit Units 435	
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$22,510	\$22,510	\$0
Arterial Medians and Roadside	\$11,910	\$11,910	\$0
Local Landscaping, Trails, Open Space	\$53,984	\$5,268	\$48,716
Administration	\$14,359	\$0	\$14,359
SUBTOTAL:	\$102,763	\$39,688	\$63,075
435 Parcels Assessed at \$145.00 per unit =			\$63,075
TOTAL ASSESSED:			\$63,075
Ending FY14/15 Fund Balance (Estimated):			\$103,641
GENERAL FUND PORTION OF MAINTENANCE COST:			\$0

District/Zone Benefits:

- Park: Heidorn
- Arterial: Lone Tree Way, Hillcrest Avenue
- Roadway Landscaping: Vista Grande Drive and cul-de-sac bulbs
- Miscellaneous: Open space and trails

Table 21A District 9, Zone 4 Base Assessment Allocation						
Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 14-15 Assmnt	FY15-16 Assessment
9-4	Meadow Crk. Village 1	7862	55	216	145	145
9-4	Meadow Crk. Village 2	7947	77	216	145	145
9-4	Meadow Crk. Village 3	7967	108	216	145	145
9-4	Meadow Crk. Village 4	7971	98	216	145	145
9-5	Meadow Crk. Village 5	7897	97	216	145	145
Total:			435			63,075

B42

Table 22
COST ESTIMATE -- 2015/2016
District 10, Zone 1 -- East Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (259-4591)

		Base Rate Benefit Units 660.5	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$0	\$0	\$0
Arterial Medians and Roadside	\$10,213	\$0	\$10,213
Local Landscaping, Trails, Open Space	\$65,519	\$0	\$65,519
Channel Maintenance	\$20,000	\$0	\$20,000
Administration	\$23,149	\$0	\$23,149
SUBTOTAL:	\$118,881	\$0	\$118,881

462 Parcels Assessed at	\$244.00	per unit =	\$112,728
152 Multi Family Res	\$167.00	per unit =	\$25,384
12.6 Comm. Parcel	\$137.00	per unit =	\$1,726
33.9 Bus. Park parcel	\$103.00	per unit =	\$3,492

TOTAL ASSESSED: \$143,330

Ending FY14/15 Fund Balance (Estimated): \$65,840

GENERAL FUND PORTION OF MAINTENANCE COST: \$0

District/Zone Benefits:

Park: None

Arterial: Lone Tree Way

Roadway Landscaping: Country Hills Drive, Canada Valley Road, Vista Grande, and cul de sacs

Miscellaneous: Open space and trails

Table 23

Summary of Costs, Benefits and Assessments by Zone -- Fiscal Year 2015/2016

District/ Zone	Benefit Units	Ending Bal FY14/15	Est. Cost of Maintenance	Estimated Assessments	Zone Deficit	Assessment per BU
1-1	1,681	\$201,265	\$457,010	\$275,063	\$0	\$58 to \$216
1-2	3,237	\$45,579	\$518,993	\$363,226	(\$110,188)	\$27 to \$216
1-4	1,607	\$68,443	\$280,418	\$185,821	(\$26,154)	\$23 to \$216
2A-1	0	\$0	\$98,725	\$0	(\$98,725)	\$0
2A-2	0	\$0	\$39,133	\$0	(\$39,133)	\$0
2A-3	230	\$24,112	\$88,765	\$14,496	(\$50,157)	\$22 to \$216
2A-4	337	\$11,886	\$142,256	\$12,916	(\$117,454)	\$16 to \$60
2A-5	13	\$18,081	\$140,247	\$1,492	(\$120,674)	\$104 to \$139
2A-6	274	\$10,640	\$274,447	\$28,582	(\$235,225)	\$57 to \$139
2A-7	0	\$0	\$47,682	\$0	(\$47,682)	\$0
2A-8	426	\$16,970	\$320,948	\$74,766	(\$229,212)	\$58 to \$216
2A-9	1,379	\$25,368	\$190,049	\$115,992	(\$48,689)	\$36 to \$144
2A-10	290	\$58,002	\$189,100	\$171,158	\$0	\$590
4-1	0	\$23,319	\$96,811	\$0	(\$73,492)	\$0
5-1	560	\$62,841	\$125,700	\$108,922	\$0	\$190 to \$216
9-1	1,200	\$50,448	\$206,599	\$148,000	(\$8,151)	\$108 to \$140
9-2	2,024	\$84,569	\$295,487	\$197,162	(\$13,756)	\$39 to \$216
9-3	1,953	\$66,130	\$304,041	\$215,669	(\$22,242)	\$8 to \$216
9-4	435	\$103,641	\$102,763	\$63,075	\$0	\$145
10-1	660.5	\$65,840	\$118,881	\$143,330	\$0	\$103 to \$244
Totals		\$937,136	\$4,038,055	\$2,119,670	(\$1,240,932)	

B45

V. ASSESSMENT METHODS

Proposition 218 provides that assessments imposed by petition signed by persons owning all of the parcels subject to assessment are exempt from the requirements of Prop. 218 insofar as the amount of such assessments are not increased over the amount in effect at the time of the petition. These assessments are known as the "base amount" or "base assessments".

A large number of parcels fall within this situation and have base assessments in place. Those parcels are the subjects of this Engineer's Report. The base assessment amounts vary, depending upon when the petition was filed with the City and the scope of improvements in place at the time that were being maintained by assessment. In preparing this Report, the Engineer determined the maximum base assessment that is assessable against each parcel, the improvements that are being maintained within the benefit zone, the cost of maintaining the improvements, and the total amount generated by the relevant base assessments. In instances where the cost of maintaining the improvements is less than the maximum assessable amount, the base assessments were proportionally reduced.

The assessment method suggested was to increase assessments to the maximum base rates over a 3-year period beginning in Fiscal Year 2003-04. The final increment was reached in FY 2005-06. Allocation of assessments has been applied first to administration costs; followed by local landscaping, trails, and open space; and finally arterials medians and roadside landscaping. Park costs continue to be shown; however, they also are shown as being paid by those districts and zones that can afford it. Remaining costs are shown as a contribution from the General Fund.

VI. SUMMARY OF ASSESSMENTS

The methods described in Section V are applied to estimate the benefits received by each assessable parcel, in every District and benefit zone, from the improvements described in this report.

Table 23, Summary of Costs, Benefits and Assessments by Zone, presents a summary of assessments for each District and benefit zone.

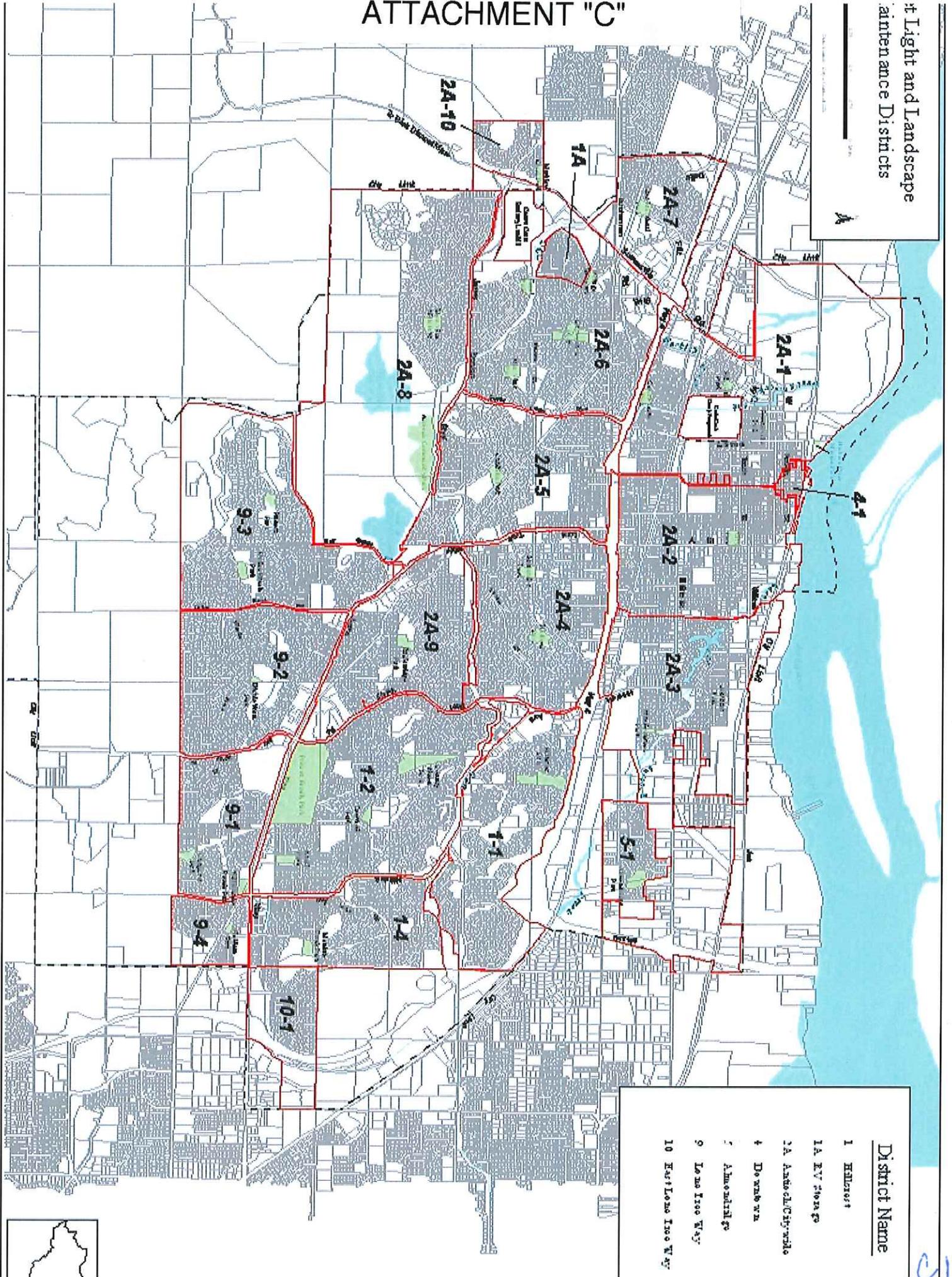
VII. ASSESSMENT ROLL

The Assessment Roll is a listing of all assessable parcels of land within the District. Because of its large size, the Assessment Roll is presented under separate cover and is incorporated by reference into this report. The Assessment Roll can be inspected at the office of the City Engineer during regular working hours.

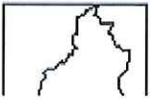
The Assessment Roll lists each parcel in the District by its distinctive designation, the Assessor's Parcel Number, and includes the Assessment amount for each parcel.

ATTACHMENT "C"

Light and Landscape
Maintenance Districts



District Name
1 Hillcrest
1A EV Storage
2A Antebellum/Citywide
4 Downtown
5 Amherstidge
9 Long Tree Way
10 East/Lane Tree Way





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Phil Hoffmeister, Administrative Analyst *PH*

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

SUBJECT: Resolution of the City Council of the City of Antioch Establishing the Rate Per Equivalent Runoff Unit for Fiscal Year 2015/16 and Requesting the Contra Costa County Flood Control and Water Conservation District to Adopt an Annual Parcel Assessment for Drainage Maintenance and the National Pollution Discharge Elimination System Program

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution establishing a rate of twenty-five dollars (\$25) per equivalent runoff unit (ERU) for fiscal year (FY) 2015-16. That rate will generate the funds used to maintain storm water quality as mandated by the Clean Water Act.

STRATEGIC PURPOSE

This action directly addresses Citywide Strategic Plan, Long Term Goal E: Environmental Enhancement: Pollution prevention (NPDES), water conservation, energy and carbon conservation, and waste prevention; and Strategy E-1: Exceed environmental regulation compliance in all resource areas.

FISCAL IMPACT

The adoption of the NPDES rate of \$25 per ERU will generate approximately \$1,100,000. The City of Antioch will receive approximately \$860,000 of that revenue to provide services and administer the NPDES program as mandated by the Clean Water Act. The remaining \$250,000 reflects the City's share of County Clean Water Program costs. Such costs are allocated over all participating agencies on a population basis.

DISCUSSION

At its March 9, 1993 meeting, the City Council adopted Resolution 93/49 authorizing the establishment of an annual parcel assessment for drainage maintenance and the National Pollution Discharge Elimination System (NPDES) program. That action set the fee for fiscal year 1993-94 at \$20 per ERU per year and established a maximum rate of \$25 per ERU per year. At its April 12, 1994 meeting, the Council concurred with budget revisions proposed by staff and reduced that fee for fiscal year 1994-95 to \$17 per ERU

per year. By subsequent actions, City Council set the rate for fiscal years 1995-96 through 2001-02 at \$17 per ERU per year.

At the April 9, 2002 Council meeting, in preparation for permit revisions and increased costs by the State Water Resources Control Board, staff presented alternatives to raising the ERU from \$17 to the maximum of \$25 over a 3-year period to meet projected increased costs. Staff recommended raising the ERU to \$21 in 2002-03, and proposed increasing the fee per ERU to \$23 in 2003-04 and \$25 in 2004-05. Council approved those increases respectively. The City is required by May 1st to determine the cost to be assigned to the ERU for the forthcoming fiscal year. The resolution submitted with this report meets that condition.

With the many uncertainties of future regulations and the cost to implement and administer these mandates, it is difficult to provide completely accurate projections. However, based on the City's current NPDES permit requirements and financial data and estimates for revenue and expenditures to meet those provisions, a revised zero fund balance could be realized by the end of FY 2017-18.

Any rate above the maximum of \$25 requires a Proposition 218 vote. According to the Central Valley Regional Water Quality Control Board (CVRWQCB), the City's storm water program is currently operating at an acceptable level.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2015/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR 2015/16 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PROGRAM

WHEREAS, under the Federal Clean Water Act, prescribed discharges of storm water require a permit from the appropriate California Regional Water Quality Control Board under the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, the City of Antioch (CITY) did apply for, and did receive, a NPDES permit which requires the implementation of selected Best Management Practices to minimize or eliminate pollutants from entering storm waters; and

WHEREAS, it is the intent of the CITY to utilize funds received from its Storm Water Utility Area (SUA) for implementation of the NPDES program and drainage maintenance activities; and

WHEREAS, at the request of the CITY, the Contra Costa County Flood Control & Water Conservation District (DISTRICT) has completed the process for formation of a SUA, including the adoption of the Storm Water Utility Assessment Drainage Ordinance No. 93-47; and

WHEREAS, the SUA and Program Group Costs Payment agreement between CITY and DISTRICT requires the CITY, by May 1st, determine the rate to be assessed to a single Equivalent Runoff Unit (ERU) for the forthcoming fiscal year.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Antioch does determine that the rate to be assigned to a single ERU for FY 2015/16 shall be set at twenty-five dollars (\$25.00).

BE IT FUTHER RESOLVED, that the City Council does hereby request the DISTRICT to adopt SUA levies based on said amount.

* * * * *

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 28th day of April, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

AI



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Lynn Tracy Nerland, City Attorney *LTN*
SUBJECT: Agreement with Cota Cole LLP for Interim City Attorney Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a motion approving an Agreement with Cota Cole LLP to provide Interim City Attorney services up to \$150,000 and authorize the City Manager to execute it (Attachment A).

STRATEGIC PURPOSE

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.

FISCAL IMPACT

The total contract amount will be "not to exceed" \$150,000, based on a \$20,000 per month retainer for 105 hours per month for an estimated 6 months (\$120,000) with litigation or an unanticipated large or complicated issues charged at \$185 per hour (estimated at \$30,000). Approximately 78% of these costs are charged to the General Fund and 22% to other funds. There will be salary cost savings during this period.

DISCUSSION

With the City Attorney's resignation as of May 15, 2015, the law firm of Cota Cole LLP was approached about providing Interim City Attorney services, as the firm provides legal services to neighboring Oakley and is familiar with East County issues and former Antioch City Attorney Bill Galstan works with that firm. Cota Cole submitted a proposal for partner Derek Cole to serve as the Interim City Attorney handling City Council meetings and Bill Galstan as the Interim Assistant City Attorney handling Planning Commission meetings with both sharing weekly office hour duties (Attachment B).

Given the need for Interim City Attorney services soon and Mr. Galstan's familiarity with Antioch, staff did not solicit proposals from other firms, but can do so if directed by the City Council. However, there may be a gap in City Attorney services if a more formal process is followed. Therefore, staff finds this to be an appropriate sole source approach.

As indicated in another staff report, the City intends to recruit for a full-time City Attorney employee and thus Cota Cole would be providing more of a "caretaking" role. In discussions with the City Manager, and Mr. Cole and Mr. Galstan, it was thought that a monthly retainer of \$20,000 assuming approximately 105 hours was more realistic than 80 hours a month as set forth in Cota Cole's proposal and Cota Cole was amenable to this approach. As litigation or legal issues could arise beyond the expected retainer, it is recommended that the City Manager be authorized to enter into an agreement that provides for an additional \$30,000 for services.

The retainer is expected to cover attendance at meetings including weekly staff meetings, contract drafting or review, handling of tort claims and overseeing litigation, providing advice on the Brown Act, Public Records Act, conflict of interests, public contracting, land use, environmental laws, employment matters, *Pitchess* motions, and other matters. There are some existing outside counsel agreements that are expected to remain in place during the interim period (e.g. attorney Matt Emrick provides advice on water rights issues; Goldfarb & Lipman is handling the Successor Agency litigation; Jackson Lewis provides specialized labor and employment services; and Burke Williams has been negotiating Development Agreements on behalf of the City at the developer's expense).

Cota Cole did request one revision to the City's standard agreement for Legal Counsel Services as reflected in section 5.5 of the proposed agreement (Attachment A). This new language states that like an in-house city attorney employee under the Government Claims Act, the City would indemnify Cota Cole if a third-party brought a claim against the City and Cota Cole. This does not take away from the City's ability to terminate Cota Cole for services or pursue a malpractice claim. Rather, it addresses the situation of some angry person or entity suing Cota Cole along with the rest of the City and its officials, because they do not like a particular governmental action against them. With an in-house employee who is the City Attorney, the City is obligated to indemnify that individual for conduct in the course and scope of employment. With outside counsel services from an independent contractor, Cota Cole has requested that matter be addressed in the proposed agreement. The City Manager does not object to this language.

ATTACHMENTS

- A. Proposed Agreement with Cota Cole LLP for Interim City Attorney Services
- B. Proposal from Cota Cole LLP

**LEGAL SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
COTA COLE LLP**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and the law firm of Cota Cole LLP ("Counsel") as of May 16, 2015.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Counsel shall provide legal services to City to serve as Interim City Attorney as more particularly described in **Exhibit A**, which is attached and incorporated by reference.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall terminate on November 16, 2015, unless terminated as provided for in Section 8, or upon the start date for a new City Attorney, unless the City desires there to be some overlap in services.
- 1.2 **Standard of Performance.** Counsel represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Counsel shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Counsel is engaged in the geographical area in which Counsel practices its profession.
- 1.3 **Assignment of Personnel.** Counsel shall assign only competent personnel to perform services pursuant to this Agreement with Derek P. Cole and William R. Galstan serving as the key contacts between the City and Counsel. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Counsel shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Counsel shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Counsel's obligations hereunder.

Section 2. COMPENSATION.

City hereby agrees to pay Counsel a monthly fee of Twenty Thousand Dollars (\$20,000) for all services set forth in **Exhibit A**. Special Services and Litigation Services, as defined in **Exhibit A**, shall be billed at a rate of \$185 per hour and shall not be authorized to exceed the total sum of Thirty Thousand Dollars (\$30,000) during the Term provided in Section 1.1. Except as specifically authorized by City, Counsel shall not bill City for duplicate services performed by more than one person.

The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Counsel and its employees, agents, and subcontractors may be

eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- Identification of the project/application, the original work order amount, the amount of prior billings, the total due this period, and the balance available;
- Description of the services performed, time spent performing the services and identify of person performing the services

In addition, Counsel shall prepare a cover page or summary with only the number of hours and dollar amount that can be provided in the event of a Public Records Act request.

2.2 Payment Schedule.

2.2.1 City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Counsel.

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

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

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

2.5 Reimbursable Expenses. Reimbursable expenses are as allowed by ERMA guidelines but do not include ordinary copying, regular mailing, phone or typical computer work. If travel is required, Counsel and Client shall discuss how travel time and travel expenses are to be handled. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Counsel shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required

by this Agreement. City shall make available to Counsel only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Counsel's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6. Certificate of Insurance and Endorsements. Counsel shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Counsel's obligation to provide them. The City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

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

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

Section 5. INDEMNIFICATION AND COUNSEL'S RESPONSIBILITIES

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

5.2. In the event that Counsel or any employee, agent, sub-Counsel or subcontractor of Counsel providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Counsel shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer

contributions for PERS benefits on behalf of Counsel or its employees, agents, sub-Counselors or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

5.5 Notwithstanding the foregoing provisions, should Counsel or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceeding brought by any third party, based on advice Counsel or such individuals have given to City or actions they have taken on behalf of the City, the City shall defend and indemnify Counsel and such individuals in the same manner in which it must defend City employees pursuant to the California Government Claims Act, California Government Code section 810 *et seq.* However, the City shall have no duty to defend or indemnify Counsel or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

Section 6. STATUS OF COUNSEL.

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Counsel and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Counsel and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Counsel represents and warrants to City that Counsel and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Counsel represents and warrants to City that Counsel and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Counsel and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Counsel shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, exual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Counsel under this Agreement. Counsel shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Counsel thereby.
- Counsel shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.
- 7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Counsel shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Counsel understands and agrees that, if City grants such an extension, City shall have no obligation to provide Counsel with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Counsel for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Counsel recognize and agree that this Agreement contemplates personal performance by Counsel and is based upon a determination of Counsel's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Counsel. Counsel may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Counsel shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Counsel shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Counsel.** If Counsel materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement; and/or
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Counsel pursuant to this Agreement

Section 9. KEEPING AND STATUS OF RECORDS.

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

City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Counsel which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

- 10.5 **Use of Recycled Products.** Counsel shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

- 10.6 **Conflict of Interest.** Counsel may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Counsel in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Counsel hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Counsel was an employee, agent, appointee, or official of City in the previous twelve months, Counsel warrants that it did not participate in any manner in the forming of this Agreement. Counsel understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Counsel will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement

of expenses, and Counsel will be required to reimburse the City for any sums paid to the Counsel. Counsel understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

Derek P. Cole
Cota Cole LLP
2261 Lava Ridge Court
Roseville, CA 95661
dcole@cotalawfirm.com

Any written notice to City shall be sent to:

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

- 10.11 Integration.** This Agreement and all attachments represents the entire and integrated agreement between City and Counsel and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY: CITY OF ANTIOCH

COUNSEL: COTA COLE LLP

Lynn Tracy Nerland, City Attorney

By: _____

Derek P. Cole
Partner

EXHIBIT A

SCOPE OF WORK

The following services shall be provided under this Agreement:

CITY ATTORNEY SERVICES

Counsel shall provide all general counsel services customarily provided to public agencies such as City, which include the following:

- Attend all City Council meetings and hold regular office hours;
- Attend Planning Commission or Management Team meetings as appropriate;
- Regularly communicate with the City Council, City Manager, department heads and designated staff;
- Advise regarding Brown Act requirements and parliamentary procedures governing public meetings;
- Advise regarding compliance with the Political Reform Act, and other ethics statutes, regulations, and rules;
- Advise regarding compliance with requests for public records;
- Draft and review municipal ordinances and resolutions;
- Draft and review City contracts;
- Advise regarding real property acquisitions, easements, and dedications;
- Advise regarding tort claims and liability exposure;
- Provide guidance on personnel matters, including employee discipline and separations;
- Ensure compliance with general plan, zoning, and other land use requirements for both City and private party-initiated actions and applications;
- Advise about the requirements of the California Environmental Quality Act and other environmental laws and regulations;
- Advise regarding code enforcement and building code matters;
- Provide opinions regarding municipal and other legal matters as directed by the City Council and City administration;
- Monitor and advise regarding the adoption of new federal and state laws and regulations;
- Manage outside legal counsel; and
- Communicate with the press when directed by the Mayor or City Manager.

SPECIAL SERVICES

With the advance approval of the City Manager and/or City Council, and for an hourly rate as described above, Counsel shall also provide Special Services when requested in writing by City. Special Services are those for which in-depth, specialized legal knowledge would be required and Counsel would be required to make a significant time commitment beyond that customarily required for municipal-law matters. Examples of Special Services areas would include:

- Review and drafting of extensive and atypical planning, zoning, and environmental documents, including the review and drafting of development agreements, extensive and atypical project findings and conditions of approval, and CEQA documents;
- Representation and advising of City regarding potential enforcement actions or orders by environmental agencies affecting water supply, water quality, wastewater, solid waste, or any City-provided utility;
- Drafting of real estate transactional documents beyond routine review of sales and escrow documents, title reports, notes, deeds of trusts, and contracts;
- Drafting of franchise for significant City services or public-works agreements for large projects;
- Representation of the City in negotiations with employee bargaining units; and
- Drafting of comprehensive updates of city ordinances or regulations.

LITIGATION SERVICES

Upon authorization by the City Council, Counsel shall represent City in any judicial action or any administrative proceeding (which include but not are limited to employee arbitrations and Public Employee Relations Board hearings).¹ Representation of City shall include:

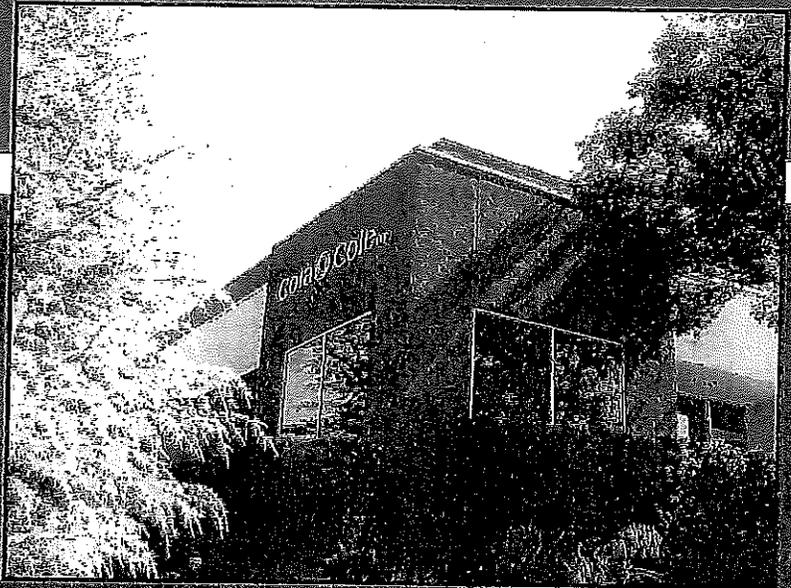
- Drafting of pleadings, motions, memoranda, court forms, and other litigation documents
- Research and analysis of claims, defenses, and remedies
- Drafting and responding to discovery pleadings
- Coordinating, reviewing, and summarizing discovery and document productions
- Depositions, including witness preparation and preparation of post-deposition summaries
- Preparation of administrative records
- Meetings with client representatives, opposing counsel, and others concerning the litigation
- Trial and trial preparation and attendance and preparation for other court hearings
- Other tasks necessary to the successful completion of the litigation

¹ Any services provided by Counsel in relation to "Skelly" hearings and other informal employee conferences shall be considered City Attorney services and billed as such. "Pitchess" motions shall be charged for a flat fee of \$500 per motion if a court appearance is required; motions that are resolved without a court appearance shall be charged within the monthly retainer.

Cota Cole LLP

A T T O R N E Y S

Proposal to the City of Antioch for Interim City Attorney Services



Roseville

2261 Lava Ridge Court
Roseville, CA 95661
Phone: 916-780-9009
Fax: 916-780-9050

Ontario

3401 Centrelake Drive,
Suite 670
Ontario, CA 91761
Phone: 909-230-4209
Fax: 909-937-2034

Monterey

19 Upper Ragsdale Drive,
Suite 200
Monterey, CA 93940
Phone: 831-275-1870
Fax: 916-780-9050

1. INTRODUCTION TO COTA COLE LLP

Cota Cole is a municipal law firm founded on a commitment to excellence. From our three offices, and with our team of 13 attorneys, our firm provides full-service advice and representation to public agency clients. Our clients include six cities for which we are City Attorney, several special districts for which we are General Counsel, and a number of counties for which we provide litigation and special-counsel service.

Our team of public-law advice counsel offer our clients well-reasoned and practical advice, effective representation and, ultimately, solutions. The firm's touchstones are responsive customer service and effective communication.

In addition to general counsel services, our attorneys have distinguished themselves as public agency litigators. We handle all types of municipal litigation, obtaining successful results for public agency clients in court (bench and jury trials), before administrative agencies, during arbitration or mediation, and through pre-litigation settlement discussions.

2. FIRM QUALIFICATIONS

a. Municipal Advisory Services

Cota Cole has a distinguished depth of experience in the full range of legal issues affecting public agencies. In providing city attorney and general counsel services, we routinely advise on matters involving public contracts, labor and employment, constitutional restrictions on local government, municipal finance, the California Public Records Act, municipal liability and immunities, and police department operations. We regularly advise boards and commissions, and have extensive experience in the myriad laws governing public agency proceedings, such as the Ralph M. Brown Act, Political Reform Act, and restrictions on conflicts of interest. In addition, our attorneys have expertise in elections issues, and have special skill with the issues created by intergovernmental services and relationships.

b. Labor and Employment Law

Our firm has exceptional breadth of experience in all aspects of personnel relations, including collective bargaining, employee discipline and termination, Skelly hearings, employee arbitrations, and general employment liability.

We have also handled all types of municipal employment litigation, defense of Department of Fair Employment and Housing (DFEH) claims, Civil Service Commission claims, proceedings before the Public Employee Relations Board (PERB), defense of actions arising from claims before the Equal Employment Opportunity Commission (EEOC) and the State Personnel Board, and actions under the Family Medical Leave Act (FMLA).

c. Land Use and Environmental Law

Cota Cole represents clients in all aspects of land use and environmental law. Our scope of experience includes advice and representation with respect to general plans and zoning, special use permits, the Subdivision Map Act, CEQA and NEPA, CERCLA, California Hazardous Substance Account Act, RCRA, Porter-Cologne, Proposition 65, air and water quality, water supply and rights, and utilities issues.

d. Litigation

Our municipal litigation attorneys handle a wide array of litigation matters for our public clients, both those for whom we serve as City Attorney and those who hire us as special litigation counsel working with in-house legal departments and contract city attorneys from other firms.

Our litigation experience includes, but is not limited to, the following:

1. Public Entity Government Claims

Our litigation attorneys have handled all types of public-entity cases, whether arising under state law or as federal “Section 1983” claims. We are well-versed in the applicable immunities provided under the Government Code and federal law, as well as the claims presentation requirements of the Government Claims Act (and how to dispose of a case quickly when the plaintiff has failed to comply with the requirements of that Act). Litigation matters include contract disputes, general litigation, employee negligence, dangerous condition of public property, discrimination, inverse condemnation, sexual harassment, and sexual misconduct.

2. Labor and Employment

Our attorneys are also well-versed in employment litigation. We have handled all types of municipal employment litigation in both state and federal court, defense of Department of Fair Employment and Housing (DFEH) claims, Civil Service Commission claims, proceedings before the Public Employee Relations Board (PERB), defense of actions arising from claims before the Equal Employment Opportunity Commission (EEOC) and the State Personnel Board, and actions under the Family Medical Leave Act (FMLA).

3. Civil Rights Liability

Cota Cole attorneys have experience defending municipalities in a multitude of civil rights actions, including but not limited to, all types of discrimination, takings, due process, equal protection, and other constitutional claims. We have broad experience handling these claims in both state and federal courts.

4. Public Safety Defense

Cota Cole LLP’s litigators have handled several cases on behalf of public safety officers and departments in both state and federal court. Examples of such cases include those involving police shootings, TASER deployments, police canine deployments, alleged excessive force, alleged unreasonable searches and seizures, false arrest claims, and other types of alleged police misconduct.

5. Land Use Litigation

Our litigators are also experienced in land use litigation. This includes administrative actions for revocation of licenses and permits, criminal prosecution of municipal code violations, and civil actions for nuisance abatement, as well as defense of actions alleging inverse condemnation and takings. Our attorneys have special expertise in enforcing municipal bans of marijuana dispensaries for numerous cities (including Ontario).

6. General Writ Litigation

Cota Cole LLP attorneys have handled several writs of mandamus (traditional and administrative) and declaratory relief cases concerning governmental obligations. The subjects of such proceedings have been diverse, including such matters as property taxation, election matters, balloting, Proposition 218, the Subdivision Map Act, State Planning and Zoning Law, CEQA, Emergency Medical Services Act, Proposition 215 and the Medical Marijuana Program Act, code enforcement, and interpretation of agency agreements. In these proceedings, firm attorneys have been especially adept at asserting equitable defenses (e.g., exhaustion, statute of limitations) and favorable standards of review to achieve successful results for our public clients.

3. PROPOSED LEGAL TEAM

While all of the firm's attorneys are available to serve the City's needs in the best and most efficient manner possible, services would be provided primarily by the following attorneys from our Roseville office, who would serve in the capacities as indicated:

Derek P. Cole,
Interim City Attorney

William R. Galstan,
Interim Assistant City
Attorney

Carolyn Frank,
Litigation Counsel

David Ritchie,
Labor Specialist

Derek P. Cole (Bar No. 204250, admitted 1999). Mr. Cole specializes in local government law. He serves as the City Attorney for the Cities of Oakley, Angels Camp, and Sutter Creek. Between 2008 and 2013, Mr. Cole served as County Counsel for Trinity County. He has been named as a "Superlawyer" in the area of municipal law in the 2015 edition of *Northern California Superlawyers* and as a "Best of the Bar" honoree in 2014 by the *Sacramento Business Journal*.

Mr. Cole is experienced in all matters affecting California public agencies, ranging from such basic issues such as the proper handling of public records requests to complex matters such as franchise agreements and large land use applications. Mr. Cole's representation of public agencies also includes experience with civil rights, code enforcement, and inverse condemnation issues.

Mr. Cole is especially skilled in land use and environmental law and regulations, having handled numerous matters pertaining to general plans, zoning, the California Environmental Quality Act (CEQA), air and water quality, and water rights. Mr. Cole also has special expertise in Propositions 13, 62, and 218.

Mr. Cole co-founded Cota Cole & Associates (now organized as Cota Cole LLP) with Dennis Cota in January 2007. Between 2004 and 2007, Mr. Cole worked in the Sacramento office of the statewide law firm, Best Best & Krieger LLP, where his practice focused on municipal and environmental litigation. Between 1999 and 2004, Mr. Cole was an associate attorney at Taylor & Wiley, a Sacramento firm, where his practice focused on land use entitlements and environmental law.

Mr. Cole is a published author. His book, *California Surface Mining Law*, was released in 2009 by Solano Press Books. Between 2003 and 2005, Mr. Cole taught legal writing

and research to first-year students at McGeorge School of Law. From 1999-2003, he taught Appellate Advocacy at McGeorge.

Mr. Cole graduated from the University of the Pacific, McGeorge School of Law in 1999. At McGeorge, Mr. Cole was admitted to the Order of the Coif, Order of Barristers, and Traynor Honor Society. Prior to attending law school, he graduated from the University of California, Santa Barbara in 1996, with a B.A. in Law and Society.

William R. Galstan (Bar No. 55650, admitted 1973). Mr. Galstan has over 35 years' experience as a municipal attorney, including his having served as Antioch's city attorney from 1979 until his retirement in 2007. He was then appointed Interim City Attorney in Oakley and, after Derek Cole's appointment as city attorney in that city, has continuously served as Special Counsel to Oakley, providing services at City Hall and attending City Council meetings. A longtime resident of Antioch, Mr. Galstan also served as Acting City Attorney during Lynn Tracy Nerland's vacations. He has worked with several current Antioch staff members and elected officials. Mr. Galstan also served as Assistant City Attorney of the City of Vallejo, and Deputy City Attorney of the City of Pacifica. He is also an independent hearing officer for the City of Pleasanton.

Mr. Galstan has extensive experience in virtually all aspects of government law, including land use, environmental law, personnel and labor relations, eminent domain, government contracting, police and fire issues, and personal injury/wrongful death claims.

He received his law degree from the University of California-Hastings College of Law and has served as a member and chairman of the Contra Costa City Attorney's Association and the Contra Costa County Municipal Risk Insurance Authority.

Carolyn J. Frank (Bar No. 245479, admitted 2006). Ms. Frank is a partner at Cota Cole LLP focusing on municipal law and is the Chair of the Litigation Department. She represents public agencies in matters that pertain to civil rights, labor and employment, municipal taxation, and public safety issues, among others.

Ms. Frank has done extensive work for the County of Madera and was a principal member of the successful trial teams from Cota Cole that defended successful civil action brought by former Deputy Sheriffs against the County. Ms. Frank has been one of the primary team members that successfully handled, on behalf of the County, significant multiple actions between the County of San Joaquin and the City of Stockton relating to Emergency Medical Services, including emergency dispatch and advanced life support issues. Ms. Frank also has appellate success, having effectively represented the Madera County Assessor before the Fifth Appellate District against a multi-billion dollar corporation in a property tax dispute. Ms. Frank also handles labor issues for the County of Madera when they arise with unions within the County. Ms. Frank has significant

experience with PERB actions and *Skelly* hearings, as well as the Brown Act, Public Records Act, and rules of order.

After graduating from the University of California-Berkeley in 2000, Ms. Frank earned her law degree from the University of the Pacific, McGeorge School of Law, where she graduated first in her class in 2006. During law school, Ms. Frank was a member of the *McGeorge Law Review* staff, as well as a member of the award-winning Mock Trial Competition Team. Ms. Frank received the Outstanding Graduating Senior Award, given to the graduating senior that the faculty determines made the greatest overall contribution to the law school. Ms. Frank graduated as a member of the Order of the Coif, Order of the Barristers, and the Traynor Society.

While in law school, Ms. Frank clerked for the Honorable Justice Kathleen Butz at the California Court of Appeal, Third Appellate District, where she gained experience in both civil and criminal appeals. After graduation, Ms. Frank clerked for the Honorable Garland E. Burrell, Jr. in the Eastern District Court of California, where she worked on a wide range of civil litigation cases.

David G. Ritchie (Bar No. 283303, admitted 2012). David Ritchie joined the firm in 2014 with more than 12 years of experience in Public Sector Labor and Employment involving cities, counties and special districts in California and federal agencies. His expertise includes collective bargaining, employee discipline proceedings and regulatory compliance. His expertise includes appeals, both at arbitration and before administrative law agencies including issues involving peace officers and firefighters.

Mr. Ritchie has successfully handled Labor cases before the Public Employment Relations Board, the Federal Labor Relations Authority and the Federal Services Impasses Panel. He is experienced in leading negotiations and meet-and-confer deliberations pursuant to the Meyers-Milias-Brown, Federal Labor Relations, and Trial Court Employment Protection and Governance Acts. In employment matters, Mr. Ritchie handles workplace investigations, employee discipline appeals through arbitrations, and hearings before the State Personnel Board, Office of Administrative Hearings, and the Federal Merit Systems Protection Board.

In addition to his client representation work, Mr. Ritchie conducts training for public agencies on a variety of topics including Public Sector Negotiations, the Peace Officer/Firefighter Bill of Rights Acts, Public Sector Retirement Systems, and the Fair Labor Standards Act.

Mr. Ritchie received his J.D. from the University of Manitoba Law School, in Winnipeg, Manitoba, Canada in 1997. In 2010 he received a Masters of Law degree from Santa Clara University in Santa Clara, California. Mr. Ritchie is bilingual, fluent in both English and French; and is a member of both the Sacramento and Monterey Bar Associations.

4. COMPENSATION

City Attorney Services

Retainer Rates: We propose to charge a flat rate of \$15,000 per month for all general legal services, which is based on an expectation that we would spend approximately 80 in attorney hours per month in providing such services.

Non-Retainer Alternative Proposal: Alternatively, Cota Cole is also willing to provide all non-litigation general services to the City under an hourly arrangement of \$200 per hour (\$120 per hour for paralegals).

Litigation Services

Litigation services include the handling of any case, action, or proceeding in any judicial or administrative hearing or tribunal (formal or informal), including:

- a. Preparation for and attendance at court hearings;
- b. Drafting of pleadings, motions, memoranda, court forms, and other litigation documents;
- c. Research and analysis of claims, defenses, and remedies;
- d. Drafting and responding to discovery pleadings;
- e. Coordinating, reviewing, and summarizing discovery and document productions;
- f. Preparing for, attending, and summarizing events at depositions, including witness preparation and preparation of post-deposition summaries;
- g. Preparation of administrative records;
- h. Meetings with client representatives, opposing counsel, and others concerning the litigation, including litigation counsel's appearance in closed session;
- i. Trial and trial preparation;
- j. Other tasks as may be necessary to the successful completion of the litigation;

For litigation services, the firm would charge the following rates:

Attorneys:	\$220 per hour
Paralegals:	\$120 per hour

Reimbursement of Costs

In addition to a monthly retainer or hourly rates, we would bill to recover certain costs associated with our non-routine services or advanced on the City's behalf. These costs include:

Travel to and from Colma for regularly scheduled meetings	No charge
Vehicle travel (for non-standard trips originating from City headquarters)	Applicable IRS rate per mile x number of miles
Extraordinary postage or overnight delivery costs	Actual Cost
2.5% administrative fee in lieu of separate charges for phone, fax and copies	Based on the amount of fees billed during the month
Court filing fees	Actual Cost
Attorney services (includes service of process fees, arbitrators, and mediators)	Actual Cost
Messenger services	Actual Cost
Westlaw research outside of our prepaid service fee	Prorated so the City would pay its proportionate share
Data analysis subscription fees associated with CaseLogistix, Case Notebook or related software	Prorated so the City would pay its proportionate share
FedEx, OnTrac Overnight, or other one-day delivery services	Actual Cost
Reasonable travel expenses (mileage)	Applicable IRS rate per mile x number of miles
Parking and toll fees	Actual Cost
Duplication/reproduction fees	Actual cost if performed by outside service; no charge if in-house
Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual Cost

5. REFERENCES

Bryan Montgomery
City Manager
City of Oakley
3231 Main Street
Oakley, CA 94561
Phone: (925) 625-7007
Email: montgomery@ci.oakley.ca.us

Sean Rabé
City Manager
Town of Colma
1198 El Camino Real
Colma, CA 94014
Phone: (650) 997-8300
Email: city.manager@colma.ca.gov

Michael McHatten
City Administrator
City of Angels Camp
584 S. Main St.
Angels Camp, CA 95222
Phone: (209) 736-2181
Email: michaelmchatten@angelscamp.gov



**AMENDED
STAFF REPORT TO THE CITY COUNCIL**

DATE: Regular Meeting of April 28, 2015
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Michelle Fitzner, Administrative Services Director *MS*
SUBJECT: Approval of a Consulting Services Agreement with Peckham and McKenney for the City Attorney Recruitment, and Authorizing the City Manager to Execute the Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt a motion approving a Consulting Services Agreement with the recruiting firm of Peckham and McKenney in an amount not to exceed \$25,000 for the recruitment of the City Attorney position and authorizes the City Manager to execute it.

STRATEGIC PURPOSE

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

FISCAL IMPACT

The total contract amount will be “not to exceed” \$25,000, broken down as \$18,500 in professional service fees and not to exceed \$6,500 in expenses. This is a General Fund expense.

DISCUSSION

As Council is aware, City Attorney Lynn Tracy Nerland has announced her resignation effective May 12, 2015. The City Council has indicated a desire to conduct a recruitment for a new City Attorney. Pursuant to the City’s Purchasing Ordinance, the City Manager has authority to award contracts under \$50,000; however, given the importance of this scope of services for the Council, and that the City Attorney is a direct hire of the Council, the item is being presented for Council consideration.

Three written quotes are typically required, but in accordance with staff’s recommendation and Council’s direction, a proposal was solicited from only one firm – Peckham & McKenney – because this firm already has experience with the City and Community which is critical for a City Attorney recruitment. This firm placed both Ms. Nerland and City Manager Steve Duran. Accordingly, staff finds this to be an appropriate sole source approach and that it is not in the public interest to solicit additional proposals.

ATTACHMENTS

- A. Consulting Services Agreement and Proposal of Peckham & McKenney for City Attorney Recruitment Services

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
PECKHAM & MCKENNEY**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Peckham & McKenney ("Consultant") as of April 29, 2015.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the recruitment services for the position of City Attorney described in the Scope of Work included in Consultant's proposal dated April 16, 2015, attached as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on August 31, 2015, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. It is expected that either Bobbi Peckham or Phil McKenney will handle this recruitment. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed Twenty-Five Thousand Dollars (\$25,000) with the professional fee not to exceed Eighteen Thousand and Five Hundred Dollars (\$18,500) and the reimbursable expenses not to exceed Six Thousand Five Hundred Dollars (\$6,500), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner described in Exhibit A. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as

specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

2.1 Invoices. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

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

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

2.3 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A, and shall not exceed Six Thousand Five Hundred Dollars (\$6,500). Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City representatives and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities

shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from

activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

4.3 Professional Liability Insurance. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for

licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserve the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

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

5.2. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant.

Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the

Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1** **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3** **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4** **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5** **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6** **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

Attn: Phil McKenney
Peckham & McKenney
300 Harding Blvd
Roseville, CA 95678

Any written notice to City shall be sent to:

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

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

CITY OF ANTIOCH

PECKHAM & MCKENNEY

Steve Duran, City Manager

Phil McKenney, Chief Operating Officer

Approved as to Form:

Lynn Tracy Nerland, City Attorney



April 16, 2015

Mayor Wade Harper
and Members of the City Council
City of Antioch
Third & H Streets
Antioch, CA 94509

Dear Mayor Harper and Councilmembers:

I am honored that you have asked me to assist you in the recruitment of your next City Attorney. Thank you.

With over 50 years of combined experience in executive search, management and local government, Peckham & McKenney brings a high level of service to the industry. We offer this service to you along with the understanding that the selection of the new City Attorney is a crucial decision for the City Council, and we will do everything within our power to make this recruitment process a positive experience for everyone involved.

Both Bobbi Peckham and I have earned an excellent reputation in the industry for being personally involved and providing customized processes that result in successful, long-term placements. This approach has resulted in a phenomenal success rate and allows us to offer a comprehensive, one-year placement guarantee, one of the strongest in the industry.

And it's not necessarily what we do that differentiates us from our competition; it's how we do it. One key to our success is that Ms. Peckham or I personally conduct the key steps in every process rather than handing them down to staff. This includes getting to know the community and organization, development of the brochure and advertisements, execution of the marketing plan, outreach calls, screening interviews and reference checks. This approach allows for a continuity of process involving our clients and candidates that is unmatched within the industry.

Another key to our success is the time we devote to each process. Interviewing the Mayor and City Council members, members of the management team, and key stakeholders in your organization as well as taking a tour of the City's facilities are some examples of how we begin each process. Becoming totally familiar with the organization and the community it serves helps us to screen accordingly. This philosophy applies to the entire process, i.e. we take the time to get it right.

City of Antioch
Page Two

And probably the biggest reason for our success is that we limit the number of searches we take on at any one time. This allows us the time to conduct a thorough process for you and to insure a successful outcome for your process. My capacity for additional work at this time is good in that I'm currently wrapping up two search processes.

Lastly, my recent experience in working with you and placing your City Manager Steve Duran provides me with a knowledge base of the organization that will prove very beneficial to this search process.

With all of the above having been said, I believe that my combination of experience, industry contacts, process, and proven personal involvement makes me uniquely qualified to assist you and I look forward to working with you again. Please feel free to call me toll-free at (866) 912-1919 if you have any questions.

Sincerely,

Phil McKenney
Secretary/Treasurer
Peckham & McKenney, Inc.

Direct: (916) 616-9173

TABLE OF CONTENTS

<u>INTRODUCTION</u>	<u>1</u>
Peckham & McKenney Executive Recruitment Team	
<u>THE SEARCH PROCESS</u>	<u>3</u>
<u>PROJECT SCHEDULE</u>	<u>5</u>
<u>PROFESSIONAL FEES AND EXPENSES</u>	<u>6</u>
<u>PLACEMENT GUARANTEE AND ETHICS</u>	<u>7</u>
<u>CLIENT REFERENCES</u>	<u>8</u>
<u>FULL LIST OF EXECUTIVE SEARCHES CONDUCTED</u>	<u>9</u>
All conducted by either Bobbi Peckham or Phil McKenney	

INTRODUCTION

Peckham & McKenney provides Executive Search services to local government agencies throughout the Western United States and is headquartered in Sacramento, California. The firm was established as a partnership in June 2004 by Bobbi Peckham and Phil McKenney, who serve as the firm's Recruiters. We are supported by an Office Manager, marketing and design professional, research specialist, web technician, and distribution staff.

Peckham & McKenney was established on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, as well as a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a "people" related industry and that attention to others' needs is the key to providing effective customer service. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has led to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials to their experiences with us. We invite you to visit our web site at www.PeckhamAndMcKenney.com.

At Peckham & McKenney, we are committed to local government and sensitive to the challenges and issues faced by our clients. As such, we participate in the Cal-ICMA *Preparing the Next Generation* Committee and also serve as the Administrator for the Credentialed Government Leader program for the Municipal Management Associations of Northern & Southern California. In addition, we have provided workshops and training sessions in California and Colorado to up-and-comers on resume and interview preparation and general career guidance.

Bobbi C. Peckham

Bobbi Peckham is one of the West Coast's leading local government recruiters and has 30 years' experience in local government and executive search. Ms. Peckham began her career with the City of Naperville, IL, where she became familiar with all aspects of local government. Ms. Peckham was then recruited to join the Executive Search practice of a leading California recruitment firm. Later, she played an integral role in creating a national search business for what became the largest recruitment practice serving local government in the country. Here, she became Regional Director overseeing Northern California and a nine-state region.

In 2004, Ms. Peckham formed her own search firm in partnership with Phil McKenney. Ms. Peckham has personally conducted hundreds of national searches throughout the Western United States. She has extensive experience working with City Councils, Executive Boards, and local government administrators, listening to and understanding their needs in executive level placements.

Ms. Peckham received a Bachelor of Science degree in Organizational Behavior from the University of San Francisco. She is a contributing member of the International City/County Management Association, Cal-ICMA, Women Leading Government, and Municipal Management Associations of Northern & Southern California. Ms. Peckham serves on the Planning Committee

for the annual *Women's Leadership Summit*, at which she coordinates and leads the highly regarded Executive Roundtable Discussions with over 30 female local government leaders. In addition, Ms. Peckham was instrumental in writing the ICMA's *Job Hunting Handbook*.

Phil McKenney

Phil McKenney has over 35 years' management experience and is very familiar with local government agencies, having led a county organization and having worked with numerous city governments and special districts. Mr. McKenney began his career in the resort and hospitality industry and served as General Manager for Mattakesett Properties on the island of Martha's Vineyard. He then relocated to Keystone Resort in Colorado, which is now acknowledged as a premiere all-season resort with special recognition for its level of guest services. Mr. McKenney later took over the helm of the Summit County Chamber of Commerce as their Executive Director. This hybrid-Chamber was the only countywide organization responsible for marketing all of Summit County, Colorado, home to Breckenridge, Keystone, and Copper Mountain resorts. Through his leadership and collaborative style, and working with the cities and county within Summit County, he led the Chamber to being a readily recognized and well-respected organization within Colorado and the Western United States.

Mr. McKenney was then selected by Placer County, California to lead the merger of the North Lake Tahoe Chamber of Commerce and the North Tahoe Visitors and Convention Bureau into the North Lake Tahoe Resort Association. As Executive Director of this new county organization, he represented the Tourism industry for all of North Lake Tahoe. The Resort Association is now a proactive, nationally recognized organization whose model of governance is being replicated in numerous resort communities across the western United States.

Mr. McKenney joined Ms. Peckham in executive recruitment in January 2003 and has since conducted numerous national recruitments throughout the Western states, including Colorado, Arizona, Oregon, and California. Mr. McKenney has an undergraduate degree in Recreation from Slippery Rock State College as well as a Master of Business Administration from the University of Denver.

Joyce Johnson

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Office Manager. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. She has a total of 28 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. Ms. Johnson holds an Associate of Arts degree from American River College.

THE SEARCH PROCESS

While it is our intent to customize the search and project schedule to fit the City of Antioch's specific needs, the search process typically includes the following key actions:

Project Organization – This phase provides for the development of a detailed Candidate Profile. We will meet individually with the Mayor and City Council, as well as others you identify, to discuss the issues and challenges facing the City of Antioch. The desired background and experience, leadership style and personality traits, skills and abilities of the ideal candidate will be discussed. We will also discuss expected parameters of the search, the search timeline, and schedule future meeting dates with the Mayor and City Council.

Typically, we devote significant time to this phase of the recruitment in order to become fully knowledgeable of the organization, community, and desired profile of your next City Attorney. We encourage our clients to allow us to meet with staff, the executive management team, Commission members, labor representatives, community business leaders, residents, and others. These may be one-on-one meetings, small group discussions, or larger public forums, depending upon the appropriate style and venue desired by the City. Electronic survey tools may also be utilized to provide input opportunities to the community on a broader scale. We have significant experience in a variety of methods for gaining input on the candidate profile, and we will provide advice and recommendations to the Mayor and City Council. In addition, we ask for a tour of the community in order to more fully understand current and future projects as well as gain a stronger familiarity with the community.

Recruitment – Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Full information on the position will be posted on our firm's web site as well as the site of the City. In addition, an attractive brochure will be prepared to market the organization and position to potential candidates. This brochure will be mailed to 300-400 industry professionals, and it will also be available on our firm's web site. Copies of the brochure will also be made available to the City.

The main focus of our outreach, however, will be direct phone contact with quality potential candidates. With over 30 combined years of executive search experience, we have developed an extensive candidate database that is continuously utilized and updated. Our recruiting efforts will focus on direct and aggressive recruiting of individuals within the search parameters established during the Project Organization phase. We believe direct recruiting produces the most qualified candidates. We know how to identify the "hidden" candidates, including those passive candidates who may be resistant to considering an employment change. Throughout this active search process, we will regularly notify the City of the status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will "team" with the City to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating "surprises" once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged, and we will personally respond to all inquiries. Once the resume filing deadline has passed, the City will be updated on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

Preliminary Interviews/Recommendation – As resumes are received, supplemental questionnaires will be sent to candidates who appear to meet the candidate profile. Following the resume filing deadline and a thorough review of the resumes and questionnaires received, we will conduct preliminary interviews with those individuals most closely matching the candidate profile. Preliminary reference and background (credit and criminal) checks will be conducted, and a written recommendation of finalists will be personally presented at an on-site, one- to two-hour meeting with the Mayor and City Council. The Mayor and City Council will receive a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates for further consideration.

Once a group of finalists has been selected by the City, all candidates will be notified of their status. We will prepare a finalist interview schedule and notify finalist candidates accordingly. If necessary, finalists will make their own travel plans and reservations. It is customary that the City reimburse finalists for roundtrip airfare, car rental, and lodging necessary to attend the interviews with the City. We will confirm this with the City at our meeting to recommend finalists.

Final Interviews/Selection – During this phase, finalists will be interviewed by the Mayor and City Council. We will provide on-site advice and facilitation assistance during the final interview process. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided for the Mayor and City Council's convenience.

An orientation session will be held with those involved prior to the finalist interviews, and we will work with the Mayor and City Council through a ranking process and discussion of the finalists at the end of the day. We will assist the City in coming to consensus on the leading two to three finalists for further consideration, and we will provide recommendations on next steps, including additional meetings or social engagement with each finalist to learn more of the "fit" they may bring. In the past, our clients have chosen to conduct subsequent interviews, roundtable discussions, meals, or receptions with these finalists; we will provide the Mayor and City Council with recommendations and options.

Qualification – Once the final candidate has been selected, our firm will verify, at your discretion, professional work experience; degree verification; and criminal, civil, credit, and motor vehicle records (beyond industry-standard seven years). Second "tier" references will also be contacted. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the City. Our ultimate goal is to exceed your expectations and successfully place a candidate who "fits" your organization's and community's needs now and into the future.

PROJECT SCHEDULE

This sample schedule anticipates a 14-week process. In today's competitive recruiting environment, our goal is to make the process as efficient and effective as possible.

<u>ACTIVITY</u>	<u>TIME FRAME</u>
I. Project Organization	(Two Weeks)
<ul style="list-style-type: none">• Kick-Off Meeting to discuss Candidate Profile and formalize project schedule• Finalize Candidate Profile with City of Antioch and identify "fit" required• Develop advertising and recruiting plan• Prepare marketing brochure	
II. Recruitment	(Six Weeks)
<ul style="list-style-type: none">• Advertise, network, and electronically post in appropriate venues• Send marketing brochure to 300-400 industry professionals• Post opportunity on firm's web site as well as City's site• Search for/identify/recruit individuals within the parameters of the Profile• Respond to all inquiries and acknowledge all resumes received	
III. Preliminary Interviews/Recommendation	(Three Weeks)
<ul style="list-style-type: none">• Review candidates' resumes and supplemental questionnaires• Conduct preliminary interviews with leading candidates• Conduct first-tier reference checks and credit/criminal checks• Present written recommendation of finalists to Mayor and City Council• Notify all candidates of search status	
IV. Final Interviews/Selection	(Two Weeks)
<ul style="list-style-type: none">• Schedule finalist candidate interviews• Design process and facilitate finalist interviews with City• Assist City throughout process and provide recommendations• Mayor and City Council selects candidate or leading 2-3 candidates for further consideration	
V. Qualification	(One Week)
<ul style="list-style-type: none">• Conduct thorough background checks and second "tier" references• City conducts site visit to community of selected candidate (Optional)• Negotiation assistance• Exceed expectations and successfully place candidate who "fits."	

PROFESSIONAL FEE AND EXPENSES

The professional fee for the recruitment of the City Attorney is \$18,500. One-third of this fee is due as a retainer upon execution of the agreement. The remainder of the fee will be divided and billed in two separate, monthly invoices.

The proposed project and professional fee includes a series of three scheduled meetings with the City of Antioch; the first to develop the Candidate Profile, the second to recommend finalists, and the third to facilitate finalist interviews. Requested additional meetings will be negotiated and billed accordingly.

The City of Antioch will also be responsible for reimbursement of expenses not to exceed \$6,500. Expenses will be pre-approved and will be billed back at cost. Expenses include out-of-pocket costs associated with consultant travel, clerical, advertising, telephone, printing/copying, supplies/postage, and background checks (partial checks on recommended candidates; full background check on selected candidate). Additional expenses incurred due to requested additional meetings as well as full background checks on more than one candidate will be negotiated and billed accordingly.

Insurance

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is Wells Fargo Insurance, Inc., Charlotte, NC, and our coverage is provided by Sentinel Insurance Company and The Hartford.

PLACEMENT GUARANTEE AND ETHICS

Our placement record is particularly strong, yet if a candidate recruited and recommended by our firm leaves your employment ***for any reason within the first year*** (except in the event of budgetary cutbacks, promotion, or position elimination), we agree to provide a one-time replacement at no additional charge, except expenses.

Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted, even to the extent of informing them as to who was eventually selected.
- As recruitment professionals, we do not recruit our placements -- ***ever***. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor (City Council or Manager) to alert them of their intent.
- We do not recruit staff from our clients for another recruitment during an active engagement. Nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we ***always*** represent and speak of our client in a positive manner; during the recruitment engagement as well as years after.
- We do not misrepresent our client list. Only those searches that we personally conducted appear on our list; rather than those conducted by other Recruiters while with other executive search firms.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients to inquire about their experience with Bobbi Peckham and Phil McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients of Ms. Peckham or Mr. McKenney listed in the Attachment.

City of Richmond, CA – City Attorney

Bill Lindsay, City Manager or Mayor Gayle McLaughlin
(510) 620-6512, bill_lindsay@ci.richmond.ca.us

City of Antioch, CA – City Attorney, Police Chief, and City Manager

Jim Jakel, City Manager at the time
(925) 212-2596

City of South Lake Tahoe, CA – City Attorney, Administrative Services Director, and Public Works Director

Nancy Kerry, City Manager and/or Mayor at the time Tom Davis
(530) 542-6043, nkerry@cityofslt.us

RECENT CLIENTS AND EXECUTIVE SEARCHES

City/County Manager, Executive Director, and Related

Alameda County Waste Mgt. Authority	Executive Director
American Canyon, City of	City Manager
American Water Works Assoc., CA/NV Section	Executive Director
Anderson, City of	City Manager
Antioch, City of	City Manager
Arvada, CO, City of	Deputy City Manager
Ashland, OR, City of	City Administrator (2002 and 2005)
Atherton, City of	Assistant City Manager
Auburn, City of	City Manager
Baldwin Park, City of	Chief Executive Officer
Bell, City of	City Manager
Belmont, City of	City Manager
Belvedere, City of	City Manager
Benicia, City of	City Manager
Big Bear Lake, City of	City Manager (1995, 2001 and 2006)
Big Bear Lake, City of	General Manager, Dept. of Water & Power
Big Bear Lake, City of	Asst. General Mgr., Dept. of Water & Power
Brentwood, City of	City Manager
Buellton, City of	City Manager
Burbank, City of	City Manager
Burlingame, City of	City Manager
California Water Pollution Control Association	Association Manager
Calistoga, City of	City Manager
Campbell, City of	City Manager
Carlsbad, City of	Assistant City Manager
Carmel-by-the-Sea, City of	City Administrator
Corvallis, OR, City of	City Manager
Cupertino, City of	City Manager
Daly City, City of	Assistant City Manager
Del Mar, City of	City Manager
Delano, City of	City Manager
Douglas County, CO	Deputy County Manager
Douglas County, NV	County Manager
Douglas County, NV	Asst. County Manager
Durango, CO, City of	City Manager
Eagle County, CO	County Manager
El Dorado Hills Community Services District, CA	General Manager
Encinitas, City of	City Manager
Eureka, City of	City Manager
Exeter, City of	City Administrator
Foothills Park & Recreation District, Littleton, CO	Executive Director
Fort Lupton, CO, City of	City Administrator
Fremont, City of	Assistant City Manager
Garfield County, CO	County Manager
Gilroy, City of	City Administrator

Gilroy, City of	Assistant City Administrator
Glendora, City of	City Manager
Grand Junction, CO, City of	City Manager (2001 and 2006)
Greeley, CO, City of	City Manager
Hayward, City of	City Manager
Hayward, City of	Assistant City Manager
Hesperia, City of	City Manager
Hughson, City of	City Manager
Indian Wells, City of	City Manager
Indio, City of	City Manager
Incline Village General Improvement District, NV	General Manager
Ketchum, City of, ID	City Administrator
King City, City of	City Manager
La Plata County, CO	County Manager
La Quinta, CA	City Manager
La Palma, CA	City Manager
Laramie, WY, City of	City Manager
Mammoth Lakes, Town of	Town Manager
Manitou Springs Chamber of Commerce, Visitors Bureau & Office of Economic Development, CO	Chief Operating Officer
Martinez, City of	City Manager
Midpeninsula Regional Open Space District	General Manager
Midpeninsula Regional Open Space District	Assistant General Manager (2 Posts)
Mill Valley, City of	City Manager
Milpitas, City of	City Manager
Monte Vista Water District	General Manager
Moraga, Town of	Town Manager
Mountain House Community Svcs. District, CA	General Manager
Mountain Village, CO, Town of	Town Manager
Norco, City of	City Manager
North Lake Tahoe Public Utility District	General Manager (2004 and 2007)
North Lake Tahoe Resort Association	Executive Director
Novato, City of	City Manager
Orange County Fire Authority	Assistant Chief, Business Services
Pacifica, City of	Assistant City Manager
Palmdale, City of	City Manager
Palo Alto, City of	Assistant City Manager
Palos Verdes Estates, City of	City Manager 2007 and 2013
Park City Municipal Corporation, UT	City Manager
PARSAC	General Manager
Piedmont, City of	City Administrator
Pleasant Hill, City of	City Manager
Point Arena, City of	City Manager
Porterville, City of	Deputy City Manager
Public Agency Risk Sharing Authority of CA	General Manager
Rancho Murieta CSD, CA	General Manager
Redding, City of	City Manager
Redlands, City of	City Manager
Redwood City, City of	City Manager

Rohnert Park, City of	City Manager
Sacramento, CA, Crocker Art Museum	Executive Director
San Clemente, City of	City Manager
San Clemente, City of	Assistant City Manager
San Jacinto, City of	City Manager
San Jose, City of	Executive Director, Historical Museum
San Mateo, County of	County Manager
San Rafael, City of	Assistant City Manager
Santa Clara, City of	City Manager
Santa Clara Co. Open Space Authority	General Manager
Sea Ranch Association, CA	Community Manager
Sedona, AZ, City of	City Manager
Snowmass Village, CO, Town of	Town Manager
Solana Beach, City of	City Manager
St. Helena, City of	City Manager
Steamboat Springs, CO, City of	City Manager
Steamboat Springs Chamber Resort Assoc., CO	Executive Vice President
Teton County, WY	County Administrator
Tracy, City of	City Manager
Tracy, City of	Assistant City Manager
Truckee, Town of	Town Manager
Tulare, City of	City Manager (2005 and 2011)
Tulare Co. Economic Development Corporation	President
Washington County, OR	Director of Health & Human Services
Waterford, City of	City Administrator
West Sacramento, City of	City Manager
Windsor, CO, Town of	Town Manager
Winter Park, CO, Town of	Town Manager
Woodside, Town of	Town Manager
Yakima Regional Clean Air Authority, WA	Executive Director/Air Pollution Cont'l Officer
Yolo, County of	County Administrator

City Attorney/Legal Counsel

Antioch, City of	City Attorney
Archuleta County, CO	County Attorney
Ashland, OR, City of	City Attorney
Brisbane, City of	City Attorney
Burlingame, City of	City Attorney
Eureka, City of	City Attorney
Garfield County, CO	County Attorney
Hayward, City of	City Attorney
Mesa County, CO	County Attorney
Midpeninsula Regional Open Space District, CA	General Counsel
Milpitas, City of	Assistant City Attorney
Mountain Village, CO, Town of	Town Attorney
Pleasanton, City of	City Attorney
Redding, City of	Assistant City Attorney
Richmond, City of	City Attorney
San Bruno, City of	City Attorney

Simi Valley, City of
South Lake Tahoe, City of
Yolo County, CA

City Attorney
City Attorney
County Counsel

Community Development/Planning/Environmental Services

Alameda, City of	Economic Development Manager
Alhambra, City of	Director of Development Services
Ashland, OR, City of	Community Development Director
Baldwin Park, City of	Community Development Director
Bell, City of	Community Development Director
Belmont, City of	Community Development Director
Beverly Hills, City of	Community Development Director
Brookings Economic Development Agency, SD	Executive Director
Dana Point, City of	Community Development Director
Delano, City of	Economic Development Manager
Eastern Municipal Water District	Director, Development & Customer Services
Fremont, City of	Deputy Director of Community Development
Fremont, City of	Deputy Rdvlpmnt Agency Director, Housing
Hayward, City of	Community Development Director
Hayward, City of	Economic Development Manager
Hesperia, City of	Redevelopment Director
Jefferson County, CO	Planning & Development Director
Laguna Niguel, City of	Director of Community Development
Livermore, City of	Economic Development Director
Long Beach, City of	Planning Bureau Manager
Martinez, City of	Community Development Director
Mountain Village, CO, Town of	Dir. Of Community Development & Housing
Murrieta, City of	Development Services Director
Needles, City of	City Planner
North Tahoe Public Utility District, CA	Planning & Engineering Manager
Novato, City of	Community Development Director
Novato, City of	Planning Manager
Oceanside, City of	Economic Development Director
Pacific Grove, City of	Community/Economic Development Director
Palo Alto, City of	Development Services Director
Pasadena, City of	Director of Planning & Permitting
Pittsburg, City of	Community Development Director
Rancho Santa Margarita, City of	Development Services Director
Reno, NV, City of	Redevelopment Administrator
San Bernardino, City of	Business Development Manager
San Bruno, City of	Community Development Director
San Clemente, City of	Econo. Development & Housing Director
San Mateo, City of	Planning Manager
San Mateo, City of	Building Official
San Mateo, City of	Economic Development Manager
San Pablo, City of	Development Services Director
San Pablo, City of	Asst. to the CM-Economic Development
San Rafael, City of	Community Development Director
County of Santa Clara, San Jose, CA	Director, Dept. of Planning & Development

Seaside, City of
Seaside, City of
Teton County, CO
Vail, CO, Town of
Walnut Creek, City of
Walnut Creek, City of
Washington County, OR
Winters, City of

Sr. Planning Services Manager
Redevelopment Services Manager
Planning & Development Director
Director of Community Development
Economic Development Manager
Planning Manager
Land Development Services Manager
Community Development Director

Library Director and Related

Boulder, CO, City of
Hayward, City of
Huntington Beach, City of
Mountain View, City of
Oceanside, City of
Orange, City of
Palo Alto, City of
Pleasanton, City of
Torrance, City of

Library Director
Library Director
Library Director
Library Director
Library Director
City Librarian
Library Director
Library Services Director
Cultural Arts Administrator

Parks & Recreation

Bell, City of
Foothills Park & Rec. District, CO
Los Altos, City of
North Clackamas County, OR
Pacifica, City of
Palo Alto, City of
Piedmont, City of
Pleasanton, City of
Pleasanton, City of
Reno, NV, City of
Rialto, City of
Roseville, City of
San Clemente, City of
Tracy, City of

Community Services Director
Executive Director
Recreation Director
Parks & Recreation Director
Dir. Of Parks, Beaches & Recreation
Community Services Director
Recreation Director
Community Services Manager
Director of Parks & Community Svcs.
Director of Parks & Recreation
Parks & Community Services Director
Parks, Rec. & Libraries Director
Dir. Of Beaches, Parks & Recreation
Parks & Community Services Director

Public Works/Engineering and Related

Ashland, OR, City of
Aurora Water, CO
Belmont, City of
Belmont, City of
Benicia, City of
Benicia, City of
Big Bear Lake, City of
Campbell, City of
Campbell, City of
Carlsbad, City of
Chino Basin Municipal Water District, CA

Public Works Director
Director of Water
Public Works Director
Senior Civil Engineer
Land Use & Engineering Manager
Public Works Director
City Engineer
City Engineer
Associate Civil Engineer
Deputy Public Works Director
Manager of Planning & Engineering

Delta Diablo Sanitary District, CA
Fremont, City of
Galt, City of
Gilroy, City of
Greeley, CO, City of
Greeley, CO, City of
Greenfield, City of
Hayward, City of
Jefferson County, Golden, CO
Louisville, CO, City of
Marin Municipal Water District, CA
Milpitas, City of
North Tahoe Public Utility District, CA
Oceanside, City of
Orange County Fire Authority, CA
Port San Luis Harbor District, CA
Sacramento County, CA
San Jose, City of
San Pablo, City of
San Luis Obispo, City of
Santa Clara, City of
South Lake Tahoe, City of
Steamboat Springs, CO, City of
Yorba Linda, City of

Senior Engineer
Manager of Maintenance Operations
Public Works Director
Building Field Services Manager
Public Works Director
Water & Sewer Director
Public Works Director
Director of Public Works
Airport Manager
Public Works Director
Environmental Resources Division Manager
Public Works Director/City Engineer
Planning & Engineering Manager
Community Services Director
Fleet Manager
Facilities Manager
Associate Civil Engineer
General Services Director
City Engineer
Public Works Director
Asst. Dir. Of Water/Sewer Utilities
Public Works Director
Public Works Director
Field Services Supervisor

Human Resources/Personnel

AC Transit District
American Canyon, City of
Azusa, City of
Belmont, City of
Belmont, City of
Benicia, City of
Brookings, SD, City of
Contra Costa Water District, CA
Delta Diablo Sanitation District, CA
Douglas County, CO
Eagle County, CO
East Bay Regional Park District
Encinitas, City of
Glendale, AZ, City of
Hayward, City of
Jefferson County, CO
Lakewood, CO
Midpeninsula Regional Open Space District
Mountain View, City of
Oceanside, City of
Orange County Fire Authority, CA
Palm Desert, City of

Human Resources Manager
Administrative Services Director
Human Resources Director
Human Resources Director
Personnel Analyst
Human Resources Manager
Director of Human Resources
Human Resources Manager
Personnel Officer
Human Services Director
Director of Human Resources
Personnel Director
Human Resources Manager
Personnel Director
Human Resources Director
Human Resources Director
Employee Relations Director
Public Affairs Manager
Director of Employee Services
Personnel Director
Human Resources Director
Human Resources Manager

Orange County Fire Authority
Orange County Fire Authority
Oxnard, City of
Pacific Grove, City of
Pasadena, City of
Pasadena, City of
Porterville, City of
Rancho Cordova, City of
Reno, NV, City of
San Mateo, City of
San Mateo, City of
Santa Clara, City of
Santa Clarita, City of
Santa Cruz, City of
Seaside, City of
Sonoma, City of
South Lake Tahoe, City of
Steamboat Springs, CO, City of
Superior Court of Calif./Co. of San Mateo
Union City, City of
Ventura, City of
Visalia, City of
Washington County, OR
Western Municipal Water District
Winter Park, CO, City of
Yorba Linda, City of

Financial Services Manager
Treasurer (2000 and 2004)
Finance Director
Finance Director
Controller
Accounting Manager
Administrative Services Manager
Assistant Finance Director
Finance Director
Finance Director
Deputy Director of Finance
Accounting Division Manager
Finance Manager
Finance Director
Financial Services Manager
Finance Director
Administrative Services Director
Finance Director
Finance Director
Finance Director
Treasury Manager
Finance Director
Finance Director
Finance Director
Finance Director
Finance Director

Public Safety/Law Enforcement

Alhambra, City of
Alhambra, City of
Antioch, City of
Atherton, Town of
Baldwin Park, City of
Bell, City of
Belmont, City of
Clayton, City of
Eureka, City of
Gilroy, City of
Hayward, City of
Livermore, City of
Lone Tree, CO, City of
Lone Tree, CO, City of
Los Altos, City of
Menlo Park, City of
Milpitas, City of
Modesto, City of
Oceanside, City of
Porterville, City of
Redondo Beach, City of

Chief of Police
Fire Chief
Police Chief
Fire Chief
Fire Chief
Fire Chief
Patrol Operations Commander
Police Chief
Police Captain
Police Chief
Police Chief
Fire Chief
Police Captain
Chief of Police
Communications Manager

Riverton, WY, City of
San Pablo, City of
San Rafael, City of
Santa Monica, City of
Springfield, City of, OR
Vail, CO, Town of
West Covina, City of

Police Chief
Police Chief
Chief of Police
Police Chief
Police Chief
Fire Chief
Fire Chief

City/County Clerk

Alameda County, CA
Berkeley, City of
Hayward, City of
Oceanside, City of
Menlo Park, City of
Midpeninsula Regional Open Space District, CA
Monterey, City of
Mountain View, City of
Rancho Santa Margarita, City of
San Jose, City of
San Luis Obispo, City of
San Mateo, City of
Santa Cruz, City of
Walnut Creek, City of

Clerk of the Board
City Clerk
City Clerk
Public Information Officer
City Clerk
Public Information Officer
City Clerk
City Clerk

Information Technology

Fremont, City of
Jefferson County, Golden, CO
Superior Court of Calif., County of San Mateo
Superior Court of Calif., County of San Mateo

Information Svcs. Tech. Director
Information Technology Director
Information Technology Director
Court Info. Tech. Manager

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIODS OF
MARCH 13 - APRIL 16, 2015
FUND/CHECK #

239 Redevelopment Obligation Retirement Fund

355901	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	884.00
355965	BAY AREA NEWS GROUP	LEGAL AD	90.78

3J

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MARCH 13 - APRIL 16, 2015
FUND/CHECK#

227 Housing Fund		
<i>Housing - CIP</i>		
923938 HOUSE, TERI	CONSULTING SERVICES	325.00

3K



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Diane Aguinaga, Police Lieutenant

APPROVED BY: Allan Cantando, Chief of Police

SUBJECT: POLICE CRIME PREVENTION COMMISSION APPOINTMENTS FOR TWO PARTIAL-TERM VACANCIES: ONE EXPIRING JUNE 2015 AND ONE EXPIRING JUNE 2016

RECOMMENDED ACTION

It is recommended that the City Council appoint two partial-term vacancies to the Police Crime Prevention Commission: one expiring June 2015 and one expiring June 2016.

STRATEGIC PURPOSE

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

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

FISCAL IMPACT

There is no fiscal impact as all positions are voluntary.

DISCUSSION

The Antioch Police Crime Prevention Commission makes recommendations to the City Council relative to crime prevention and reports on programs. Commissioners are involved in public presentations, coordination of various Neighborhood Watch groups, and special community events such as National Night Out. The Commission consists of 7 members, who each serve a 4 year term. **Applicants must not be a full-time police officer.** The Commission meets on the third Monday evening of the month barring holidays at which time the meeting will be held the following Wednesday.

Currently there are two (2) vacancies on the Antioch Police Crime Prevention Commission due to the resignation of Commission Members Richard Augusta and William Cook.

As a result of advertising, 2 applicants were interviewed by Mayor Wade Harper, Police Chief Allan Cantando, Police Crime Prevention Commission Coordinator Hans Ho, and Police Crime Prevention Commission Chair Mike Gadams for the vacancies:

Harry Thurston
Daniel Solorio

The appointments will be seated at the regularly scheduled Antioch Police Crime Prevention Commission meeting on May 18, 2015. One term will expire in June, 2015 and one term will expire in June 2016.

ALTERNATIVE

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

ATTACHMENTS

A. Applications of the listed applicants.

RECEIVED

APR 1 2015

CITY OF ANTIOCH
CITY CLERK



APPLICATION DEADLINE DATE EXTENDED: Friday, April 3, 2015 by 4:30 p.m.

APPLICATION FOR COMMUNITY SERVICE

POLICE CRIME PREVENTION COMMISSION - Commissioner

Two (2) Partial-term vacancies

PRINT YOUR NAME Harry Thurston

ADDRESS Pismo Ct. CITY Antioch

ZIP CODE 94531 PHONE (H) _____ (W) N/A (C) _____

E-MAIL ADDRESS _____

EMPLOYER Retired

ADDRESS N/A CITY N/A

OCCUPATION N/A

YEARS LIVE IN THE CITY OF ANTIOCH 21 Years

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

See Attachment

HAVE YOU ATTENDED ANY MEETINGS OF THIS COMMISSION? Yes

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS COMMISSION?

(If yes, please explain) See Attachment

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE COMMISSION FOR WHICH YOU ARE APPLYING?

See Attachment

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

See Attachment

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS. CAN YOU ATTEND MEETINGS AT THE DESIGNATED 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

Nancy S. Chaston

Signature

3/31/15

Date

**Attachment to the Application for Community Service
Police Crime Prevention Commission – Commissioner**

Applicant: Harry Thurston

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

I want to be an active participant in a leadership role:

1. To build better and safer communities within Antioch.
2. To strengthen and expand the implementation of the Neighborhood Watch Program.
3. To build better communication/trust between the various communities of Antioch and the Antioch Police Department.

Have you had any previous city community service on this commission?

I am currently a co-captain with my wife, Valerie Thurston, for the Pismo Court Neighborhood Watch team.

What skills/knowledge do you have that would be helpful in serving on the commission for which you are applying?

I have excellent people management skills and strong collaborative skills that I have used successfully to deal with many diverse groups to achieve common goals and objectives. I have strong analytical database skills developed over a 25 year professional IT career.

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

I moved to Antioch in 1988. In 1989 I moved to Oakley. In 1994 I returned to Antioch. In 2000, my wife and I purchased a home on Pismo Court, Antioch. Over the years, we were able to reach out to all the neighbors on the court and built a very tight and supportive community on the court. This has led to a very strong Neighborhood Watch Group. My hope is to build the same strong neighborhood connections throughout Antioch, for this is the foundation to reduce neighborhood crime as well as the associated impacts.

Harry S. Thurston 3/31/18

Harry L. Thurston
ismo Ct.
Antioch, Ca 94531

Employment History:

Retired		08/2013 to Present
Kaiser Permanente	IT Professional	06/1988 to 07/2013
Santa Fe Pacific Timber	Forest Engineer	10/1978 to 03/1988
Peace Corps	Volunteer/Malaysia	01/1975 to 04/1978

Public Service History:

Antioch Neighborhood Watch		01/2011 to Present
Co-captain of the Pismo Ct. Antioch Neighborhood Watch Team		
Barack Obama Presidential Re-Election Campaign 2012		09/2011 to 11/2012
Organization for America (OFA) Election Team Lead for the Antioch, Oakley, Brentwood, Pittsburg Area		
Covered California Affordable Care Act		09/2013 to 03/2014
Registration Team Lead for the Antioch, Oakley, Brentwood, Pittsburg Area		
Debra Vinson Campaign for AUSD School Board Member		09/2014 to 11/2014
Campaign Manager		
Joan Buchanan Campaign for State Senator		01/2015 to 3/2015
Field Volunteer		
Antioch Loaves and Fishes Food Pantry		02/2015 to Present
Volunteer – Hot Meal Server, one day a week		

Education:

BS Degree Humboldt State University, Arcata, California	12/1975
Forestry/Forest Engineering	

References available upon request.



RECEIVED

APR 03 2015

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE DATE EXTENDED: Friday, April 3, 2015 by 4:30 p.m.

APPLICATION FOR COMMUNITY SERVICE

POLICE CRIME PREVENTION COMMISSION – Commissioner

Two (2) Partial-term vacancies

PRINT YOUR NAME Daniel Solorio

ADDRESS Hansen Dr. CITY Antioch

ZIP CODE 94531 PHONE (H) (W)

E-MAIL ADDRESS

EMPLOYER Realty ONE Group Elite

ADDRESS Lone Tree Way CITY Antioch

OCCUPATION Realtor

YEARS LIVE IN THE CITY OF ANTIOCH 33

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

1-Concerns about a visible increase in crime.

2-Direction the city is going in order to combat crime citywide.

3-Fellow citizens complaining "we need to do something"

HAVE YOU ATTENDED ANY MEETINGS OF THIS COMMISSION? Yes

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS COMMISSION?

(If yes, please explain) Not yet

WHAT SKILLS/KNOWLDEGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE COMMISSION FOR WHICH YOU ARE APPLYING? Retired school teacher. 37 years in public schools. There is a disconnect between schools and public/police. Current Real Estate Agent , I hear concerns about crime from Sellers and potential Buyers. Neighborhood Watch Block Captain the last ten years. I want to live in a great city!!

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

As a Block captain, I have had opportunities to speak with other Antioch residents in my area and all through the city. I hear the complaints and I feel the urge to do more. Its time to move forward and make this city safe for all of us and I feel I can help. My experiences in speaking to large number of people have helped me understand the frustrations but also the positives of our citizens. My own neighborhood has made strides in making all of us feel safer: working together, starting up a Neighborhood Watch Program, keeping up with a monthly neighborhood flyer, beginning several homes on Next Door website. There is much we can do- one area at a time. I am a good listener and with my Real Estate job I have learned to put out 'fires' quickly and responsibly.

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS. CAN YOU ATTEND MEETINGS AT THE DESIGNATED 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

Daniel Solara
Signature

4/3/2015
Date

Resume: Daniel Solorio

Current Residence: Hansen Dr., Antioch, CA 94531
Contact:

Education:- Graduated Sacramento State College 1971
-Teaching Credential from Sacramento State College 1972
-Graduate School : CA University Berkeley 1972-1974

Work Experience:

-Teacher: 8th Grade English, US History, Spanish 1972-2009 in the Oakley SD
-Realtor: 2007-Currently (Antioch, Brentwood, Oakley, Pittsburg, Concord)
Realtor Designations: ABR,SRES,SFR,CHS

Community Involvement:

-Teaching CPR for American Red Cross
-Established Neighborhood Watch in my area
-Current Block Captain
-Enlisted neighbors to join Next Door Hansen for all homes in my area
-Monthly Flyer of local neighborhood news
-Organized Neighborhood efforts to reduce crime and raise awareness of any possible problems

Hobbies:

-Writing
-Tennis
-Reading
-SF Giants!



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Heritage Baptist Church Deferred Improvement Agreement

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager or his designee to determine the obligation has been satisfied and terminate the October 25, 1994 Deferred Improvement Agreement between Heritage Baptist Church and the City upon the Church's payment of \$500,000 to the City by executing and recording the Termination of Deferred Improvement Agreement (Attachment B.)

STRATEGIC PURPOSE

The payment of these funds will pay for street related improvements on Heidorn Ranch Road to promote orderly development of this area and maintain public rights-of way, and which supports Strategy K-1 in the Strategic Plan: Ensure well maintained public facilities, rights-of-way and parks.

FISCAL IMPACT

The \$500,000 will be held by the City until the development of Heidorn Ranch Road immediately south of the Church property at which time staff would recommend that the developer who constructs those improvements be required to construct the improvements adjacent to the Church with the \$500,000 held by the City being paid as full compensation for these improvements. In such scenario, there would be no impact to the General Fund.

DISCUSSION

The City entered into a Deferred Improvement Agreement (DIA) with Heritage Baptist Church in 1994 (Attachment A) for the improvement of the westerly one-half of Heidorn Ranch Road (formerly Sand Creek Road) adjacent to the site. However, there was no bond required to secure this obligation (which is not an approach staff would recommend in the future).

Heidorn Ranch Road is an arterial street that divides Antioch to the west and the City of Brentwood to the east. It extends from Lone Tree Way to the future Sand Creek Road extension to the south. The four lane portion of the street has been completed from Lone Tree Way to the East Bay Municipal Water District (EBMUD) right of way

immediately north of the Church where it transitions into a two lane road from that point south to Old Sand Creek Road.

The DIA allows the Church to defer the required improvements until either: an assessment district is formed, at which time they would be required to participate in that funding mechanism to construct the improvements or until the City Engineer causes the construction of the improvements.

Several developers have submitted tentative subdivision maps for projects that would be conditioned to construct Heidorn Ranch Road improvements up to the Church's south property line. At the time of construction of these improvements, the Church would be required to construct their improvements or coordinate payment of their fair share of the improvements with the developer who would include the Church's improvements with their own.

The developer of the proposed Heidorn Village subdivision has agreed to construct the Church obligated improvements for a cost not to exceed \$500,000. The Church believes this is a fair cost and in exchange for release of the DIA by the City and has agreed to pay this amount to the City to be held on account until these improvements are completed by the Heidorn Village developer or, in the case Heidorn Village does not build the road first, the next developer to the south is required to build these improvements. Staff intends to recommend that the City enter into a Development Agreement with the developer who will construct these improvements stipulating to the \$500,000 payment by the City for the construction of the road improvements adjacent to the Church. However, if that did not occur, the Church would no longer be obligated to complete the improvements and the City would be looking to complete the improvements with the allotted \$500,000.

Upon receipt of the funds from the church, the City would file the attached Termination of Deferred Improvement Agreement (Attachment B) releasing the Church from the agreement.

ATTACHMENTS

- A: Deferred Improvement Agreement
- B: Termination of Deferred Improvement Agreement
- C: Vicinity Map



RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

95 129445 RECORDED AT REQUEST OF
City of Antioch
AUG 08 1995

WHEN RECORDED MAIL TO:
William R. Galstan
City Attorney
P.O. Box 130
Antioch, CA 94509-0504

AUG - 8 1995
AT 11 O'CLOCK A M.
CONTRA COSTA COUNTY RECORDS
STEPHEN L. WEIR
COUNTY RECORDER
FEE \$

DEFERRED IMPROVEMENT AGREEMENT

Owner: Heritage Baptist Church
Beneficiary: City of Antioch
APN: 054-050-014

THIS AGREEMENT is made and entered into this 25TH day
of OCTOBER, 1994 by and between Heritage Baptist Church
("OWNER"), whose address is 5200 Sand Creek Road, Antioch, CA and the
City of Antioch, a municipal corporation ("CITY"), whose address is
P.O. Box 130, Antioch, CA 94509-0504.

R e c i t a l s

A. The Antioch City Council, in adopting its Resolution
93/173, approved OWNER's application to build a church facility,
but limited to various conditions of approval.

B. The Resolution requires OWNER to improve the
westerly one-half of Sand Creek Road adjacent to the site,
including one-quarter (50' x 50') of Sand Creek Road at EBMUD
crossing to its ultimate configuration with curb, gutter, sidewalk,
asphalt paving, and all applicable utilities, and the construction
of one-half width of the adjacent EBMUD trail along the northerly



95 129445

property line of the site prior to the issuance of a building permit, or that a deferred improvement agreement be submitted guaranteeing such construction.

C. The Resolution also specified that in lieu of a bond to guarantee the Deferred Improvement Agreement, that OWNER could be required to execute agreements to petition for an assessment district to do such work, or for OWNER to reimburse costs if the construction is performed under an alternative financial method.

D. The parties desire to implement the terms of Resolution 93/173 by entering into this Agreement.

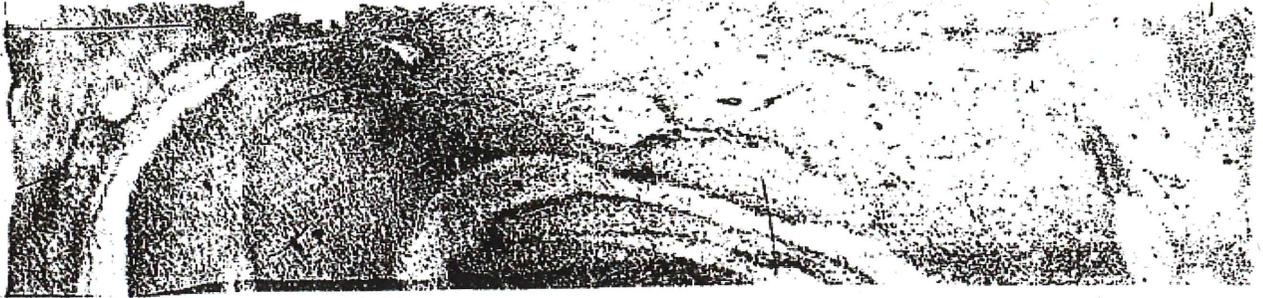
E. This Agreement pertains to the real property described on Exhibit "A", attached hereto.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Upon the request of the City Engineer, OWNER shall sign a petition for the establishment of an assessment district for the construction of the improvements specified in Recital "B".

2. The City Engineer may cause construction of the improvements to be made by another financial method. If so, the Engineer shall calculate OWNER's proportionate share of costs for such construction. Upon making such calculation, the Engineer shall notify OWNER.

3. OWNER shall either promptly pay the entire amount of the proportionate cost, or it may issue a Promissory Note and Deed of Trust pertaining to the property described on Exhibit "A" to the benefit of CITY, promising to pay such amount to CITY in ten (10) equal annual installments, plus interest at the rate specified in



95 129445

the Improvement Act of 1911 for similar payments for public improvements, all as determined at the time by the City Attorney.

4. This Agreement shall be binding upon the heirs and successors in interest to OWNER.

5. Upon execution and recordation of this Agreement, CITY shall consider OWNER to be in compliance with the terms of Resolution 93/173, and shall issue building permit(s) for the project, assuming that all other requirements for such issuance have been met.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF ANTIOCH, acting by and through its Mayor, pursuant to Resolution No. 94/193 authorizing such execution, and by JOHN C. MINCY, acting by and through its PASTOR.

CITY OF ANTIOCH:

OWNER:

By: Mary Rocha
MARY ROCHA, Mayor Pro Tem

By: J.C. Mincy, Pastor
First Baptist Church

(Single Form)
Effective 1/1/91

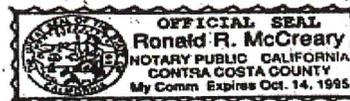
STATE OF CALIFORNIA }
COUNTY OF CONTRA COSTA } SS.

On OCTOBER 6, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN C. MINCY

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

WITNESS my hand and official seal

Signature: Ronald R. McCreary
Name: RONALD R. MCCREARY
(typed or printed)

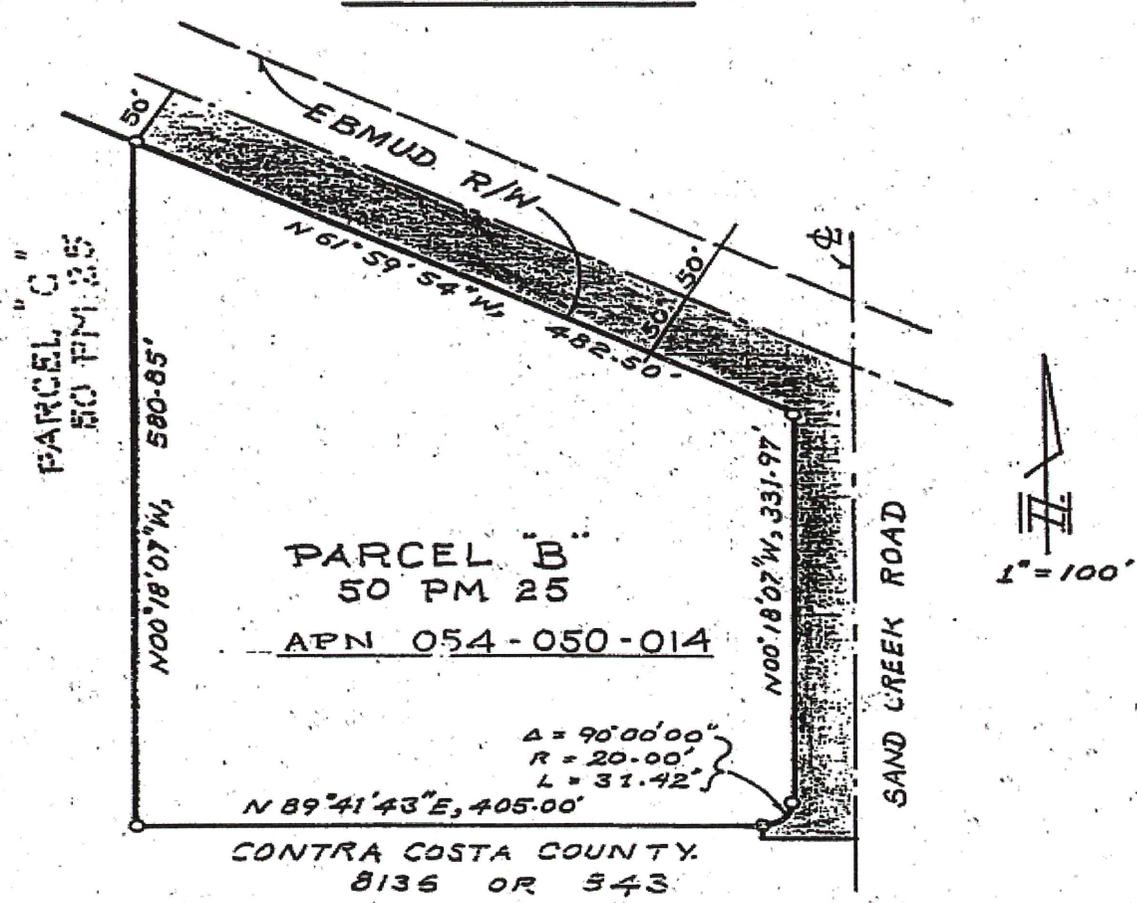


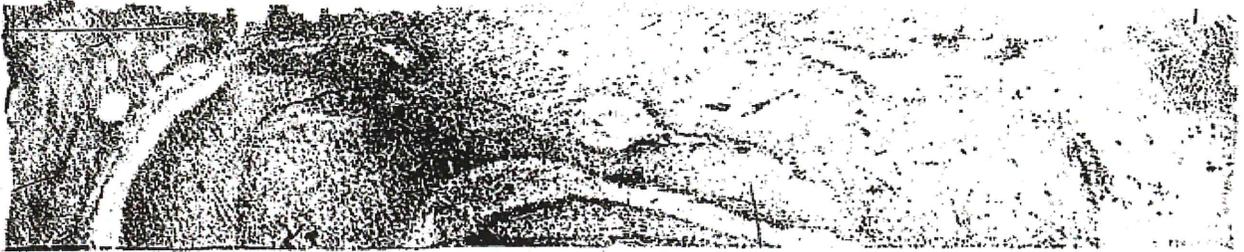
FTG-3197

(This area for official notarial seal)

95 129445

EXHIBIT "A"





RECORDED AT THE REQUEST OF AND FOR THE
BENEFIT OF CITY OF ANTIOCH.
COMMUNITY DEVELOPMENT/ENGINEERING
P O BOX 130
ANTIOCH CA 94509

95 129445

RESOLUTION NO. 94/193

**RESOLUTION AUTHORIZING A DEFERRED IMPROVEMENT
AGREEMENT WITH HERITAGE BAPTIST CHURCH**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANTIOCH that the Mayor be, and he is hereby authorized and directed to sign, that "Deferred Improvement Agreement" between Heritage Baptist Church and the City of Antioch, in the form thereof incorporated herein by reference.

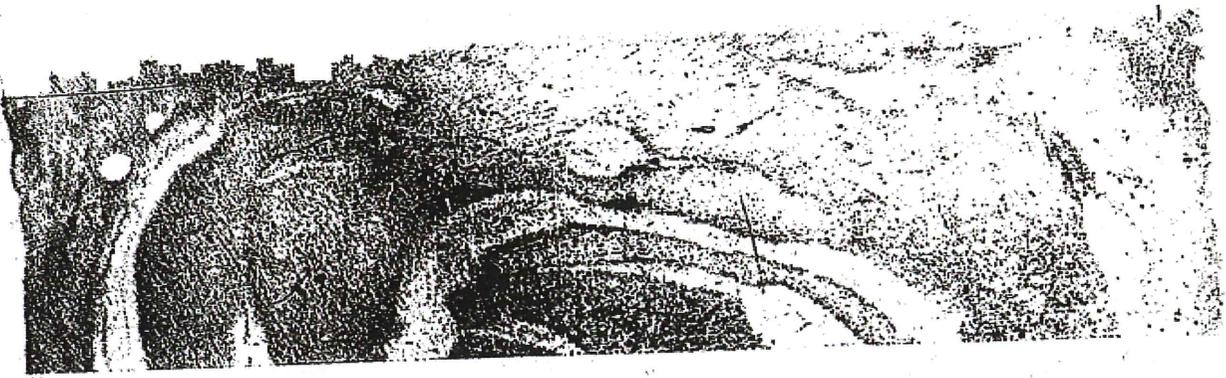
FURTHER BE IT RESOLVED that the Director of Public Works is hereby authorized and directed to cause said Deferred Improvement Agreement, together with a certified copy of this resolution, to be recorded in the Official Records of Contra Costa County.

* * * * *

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 October, 1994, by the following vote:

- AYES: Council Member Freitas, Rimbault, Rocha, Hernandez and Mayor Keller
- NOES: None
- ABSENT: None

Clarence Russell
CITY CLERK OF THE CITY OF ANTIOCH



95-189445

STATE OF CALIFORNIA
County of Contra Costa

City of Antioch

I Florence V. Rundall, City Clerk in and for said City of Antioch, County of Contra Costa, State of California, do hereby certify under penalty of perjury that the hereto attached and foregoing paper is a full, true and correct copy of Resolution No. 94/193 now on file in this office of said city.

WITNESS, my hand, and Official Seal, this 27th day of June 1995

Florence V. Rundall
City Clerk, City of Antioch
Contra Costa County, California

END OF DOCUMENT

ATTACHMENT B

Recorded at the request of and
when recorded return to:

**City Clerk
City of Antioch
City Hall
P.O. Box 5007
Antioch, CA 94531-5007**

(Space above reserved for Recorder's use only)

No recording fee pursuant to Government Code section 6103

TERMINATION OF DEFERRED IMPROVEMENT AGREEMENT

Whereas, Heritage Baptist Church ("Owner") owns the property located at 5200 Sand Creek Road, Antioch, California (APN 054-050-014 and more particularly described as Parcel B of 50 Parcel Map 25 filed for record on XXXXXX, in the Official Records, Contra Costa County Recorder's Office as depicted on Exhibit A ("Property")).

Whereas, pursuant to City Resolution No. 94/193 dated October 25, 1994, the City of Antioch ("City") and Owner entered into a Deferred Improvement Agreement for construction of certain frontage improvements adjacent to the Property as a condition of approval for construction of the Owner's church facility, which Agreement was recorded in the Contra Costa County Recorder's Office on August 8, 1995, Document No. 95-129445 ("Agreement"); and

Whereas, the Owner desires to pay the City \$500,000 for release of the obligation to build the improvements discussed in the Agreement and the City is willing to do so;

NOW THEREFORE in consideration of the recitals above and the following, the City agrees to release Owner from the obligations in the Agreement upon Owner paying the City \$500,000 and to terminate the Deferred Improvement Agreement referenced above.

Date:

CITY OF ANTIOCH:
_____, City Manager

[signature to be notarized with notarial acknowledgment attached]

ATTACHMENT C





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ken Warren, Assistant Engineer *KW*

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

SUBJECT: Contra Loma Estates Home Owner's Association Gate and Street Privatization Request

RECOMMENDED ACTION

It is recommended that the City Council provide initial guidance on whether it would like staff to proceed with reviewing the application for the installation of fencing and gates in the public streets, which will require the privatization/vacation of the public right of ways of Lemontree Court, Peppertree Court, and portions of Lemontree Way and Peppertree Way west of "L" Street and south of Sycamore Drive, in Contra Loma Estates Subdivisions 3855 & 3904 (PW 298-1 & PW 298-2).

As the study packet indicates, the Contra Loma Estates Home Owner's Association is seeking "a general direction from the Council" as to whether the proposed privatization project "can garnish Council support" and whether the Council "is supportive of such a request".

The Council may suggest alternatives or revisions to the proposed project, may discourage the applicant from pursuing the proposed project, or may request additional information prior to indicating its leaning regarding the proposed project. Any definitive decision regarding this matter must wait until the environmental review is completed and the Planning Commission reviews the application's consistency with the General Plan. Therefore, similar to a preliminary development plan process, staff recommends that no vote be taken.

STRATEGIC PURPOSE

This action has been requested by the Contra Loma Estates Home Owners Association ("HOA" or "applicant") and in their opinion, is intended to promote the achievement of the following Citywide Strategic Plan Long Term goals:

- Goal A: Crime Reduction via Strategy A-2: Strategically deploy police resources and implement community policing strategies. It is the desire of the HOA that installing perimeter fencing around this community will empower the HOA and neighborhood watch leaders to more effectively monitor and report non-resident criminal activity in

their community and may allow police to concentrate their efforts elsewhere. City staff is not convinced that this goal will be achieved.

- Goal C: Blight Eradication via:
 - Strategy C-1: Improve existing community partnerships and realize new partnerships to help improve neighborhoods and reduce blight. Expand the working relationship with the HOA to report violations and concerns to City and perform cleanups and other proactive blight fighting measures. Again, City staff is not in agreement that this goal would be accomplished; and
 - Strategy C-2: Create a multifaceted team of resources that can assemble to address areas that habitually experience any combination of criminal, illegal, blighted, and nuisance activities and/or conditions. Make use of HOA's authority to improve the appearance of its member's properties. City staff believes this can be accomplished without the installation of the requested fencing.

FISCAL IMPACT

The applicant has paid all costs associated with the preparation of this staff report. All costs for preparation of future staff reports, noticing requirements, environmental reports and requirements, legal preparations and recordation, encroachment permits, inspection fees, etc., shall be borne by the applicant at no cost to the City.

DISCUSSION

Background

Mr. Gene Bicksler (Bicksler & Associates), Manager of the Contra Loma Estates Home Owner's Association, requests the privatization ("vacation") and gating of certain public streets (i.e., Lemontree Court, Peppertree Court, and portions of Lemontree Way and Peppertree Way) within Contra Loma Estates Subdivisions 3855 & 3904, with the exception of certain public utilities including water, sanitary sewer and storm drain lines and appurtenant facilities. A Vicinity Map is included as Attachment "A". The Contra Loma Estates Development is a 328-unit condominium development which formed in 1969 and is one of the older associations within the City of Antioch. The HOA membership has expressed concerns to the HOA Board of Directors regarding the extent and viability of onsite security, along with a desire to obtain a higher level of security and access control to the HOA common areas, including pools, tennis and sport courts, and public assembly areas. The HOA believes that if this development were proposed as a new development application today, the Council would support privatization of its streets.

Mr. Michael Milani (Milani & Associates) has prepared a study packet (Attachment "B") for Council consideration. The study packet contains the following information requested by staff with the applicant's response described in italics type:

1. Written authorization from the HOA or property owner(s) to execute the proposal. *A letter from Mr. Gary Schoo, Contra Loma Estates HOA President, authorizing Gene Bicksler and Michael Milani to execute all necessary documents and*

proposals regarding the requested project has been submitted as part of the study packet.

2. *Examples of other communities that have completed a privatization of public streets similar to this proposal requested. The applicant has provided photographs of the Contra Loma Apartment Project located west of the subject project, shown on pages 9-17 of the study packet, as an example.*
3. *Legal descriptions and plats of roadway vacations and exceptions suitable for recordation. Legal descriptions and plats of portions of Lemontree Way, Peppertree Way, and all of Lemontree Court and Peppertree Court, excluding entrances to subject streets and all public utility easements (except storm drains), have been provided as part of the study packet. Storm drain line easements that cross through the development should be included as part of the exceptions if the matter is considered further.*
4. *Verification that an adequate funding source exists to maintain the streets and improvements (e.g., street lights, curb, gutter, sidewalk, signage, striping) in perpetuity. The CC&R's and HOA structure shall be modified with an approved plan for this maintenance. A letter from Russell & Mallet, LLP, attorneys for the Contra Loma Estates HOA, has been provided as part of the study packet. The letter indicates that the California Civil Code and current CC&R's require HOA maintenance of the proposed acquired streets, and that the perpetual maintenance may be funded through lawfully increased assessments; the letter includes a history of \$1.9 million worth of maintenance that has been performed at the development to date as evidence of the financial strength and stability of the HOA.*
5. *"Turn-arounds" shown on the plans at the various proposed gate locations, which provide safe and adequate storage and queuing for vehicles entering and exiting the site, as approved by the City Engineer. These were not shown on plans provided and should be included in the next submittal.*
6. *Perimeter fence plan restricting pedestrian access to the community. The applicant has provided scaled plans ("Gate and Fencing Exhibit") showing proposed improvements as part of the study packet.*
7. *"Click2Enter" systems noted on the plans at all proposed vehicular and pedestrian gate locations. Three (3) vehicular access control gate locations (Gates 1-3) and seven (7) pedestrian gate locations (Gates 4-10) are proposed. The applicant proposes the X Series System shown on pages 18-21 in the packet at the vehicular gate locations. All gates will be provided with the "Click2Enter" entry system (<http://www.click2enter.net>) to provide ease of access to all emergency response vehicles. It should be clearly stated in the next submittal that these systems will be utilized at all pedestrian gate locations.*
8. *Wrought iron fence and gate materials, with design exhibits and details, shown on the plans, with "before and after" photo-simulations at each proposed gate location. The applicant shows "like fencing" from the Contra Loma Apartment complex on pages 9-10 of the study packet, but proposes to match the current*

picket fencing surrounding the HOA's common area pool improvements, as stated on page 4 and shown on pages 5-8 in the study packet.

9. Suggestions for CC&R revisions that will improve the community's appearance and be a deterrent to future criminal activity (*none provided by applicant*).

Staff Analysis

Privatization ("vacation") of public streets (i.e., Peppertree Way, Peppertree Court, Lemontree Way and Lemontree Court) is regulated by the California Streets and Highways Code and requires City Council approval in order for public right-of-way to be vacated.

Planning

Planning staff reviewed the preliminary application and deemed the vacation not Categorically Exempt from the California Environmental Quality Act (CEQA Guidelines Section 15305 – Minor Alterations in Land Use Limitations) due to the number of persons impacted by the closure of the public roadways. At the applicant's request, the Planning Department provided the applicant with a CEQA scope of work from its consultant, Raney Planning & Management, Inc., for preparation of an Initial Study. An Initial Study analyzes the potential environmental effects associated with a proposed project and is prepared using the checklist contained in Appendix G of the CEQA Guidelines. Preliminarily, Raney assumes that all of the impacts due to the proposed project will be reduced to a less-than-significant level without the need for implementation of mitigation measures, and that the appropriate CEQA document will be a Negative Declaration.

The cost to perform the CEQA study is \$7,985 plus a 35% City administrative fee (total: \$10,780). In addition to the CEQA costs to the City and the City's consultant, a \$2,210 Department of Fish and Wildlife filing fee is required from the applicant before the City will provide its consultant with a notice to proceed (NTP). The Fish & Wildlife Department may waive its fee if it can make a "no effect" determination. The applicant must submit a No Effect Determination (NED) Request with the environmental document to the Fish & Wildlife Department in order for the Department to make its determination. All costs associated with the environmental studies and NED request shall be borne by the applicant.

Engineering

Public Works Engineering staff has reviewed the proposal and has significant concerns about the lack of adequate queuing and turn-around areas at several proposed gate locations. Staff is also concerned that the HOA has adequate financial reserves and capability to maintain the public facilities the HOA would acquire as part of this proposal. The statement by the HOA's attorney in his letter (Attachment "B") that they have spent \$1.9 million in maintenance over the past 10 years, an average of \$190,000 per year, does not demonstrate the ability to operate and maintain additional costly infrastructure maintenance for which they would be responsible that would be in addition to the other operations and maintenance needs of the HOA.

Police

Support Services Captain Tammany Brooks, Antioch Police Department, has prepared a memorandum dated April 13, 2015, (Attachment "C") that includes a brief history of law enforcement efforts at the development and the available data on the severity and frequency of crimes committed there. City staff requested that Captain Brooks share his professional opinion as to the role that pedestrian vs. vehicular traffic has played in the site's criminal history and whether "gating and fencing" the community will have a positive or negative effect on reducing crime and facilitating the City's police efforts there.

Captain Brooks' conclusion is that the proposed gating project would hinder the Police Department's ability to effectively patrol, contact, pursue or locate individuals involved in criminal activity when conducting enforcement details or policing the area.

In his memorandum, Captain Brooks provided several measures that could be taken by the HOA in lieu of installing fences and gates that would deter or reduce criminal activity in this area.

Process

If Council indicates its support of continuing to review the proposed privatization project, the City will collect the fees for preparation of the Initial Study from the applicant and provide a Notice to Proceed (NTP) to its consultant. Following the NTP and pursuant to CEQA and the City's implementing procedures, an Environmental Initial Study and likely a Draft Negative Declaration will be prepared. Upon its preparation, the Environmental Initial Study and likely Draft Negative Declaration will be available for a 30-day public review and comment period at the Community Development Department.

Approximately one month after the NTP and at a properly noticed public hearing, the Planning Commission will be instructed by Council to consider the proposed vacation and to issue a report to the City Council on the proposal's conformity with the General Plan.

Approximately two months after the NTP, the City Council will conduct a public hearing to consider the vacation and the adequacy of the environmental documentation (likely Negative Declaration). The vacation, if approved, will be conducted pursuant to the authority of the Streets & Highways Code §§8300 et seq. The City Council can only vacate the right-of-way if, at the public hearing, it determines that the area is "unnecessary for present or prospective public use" (Cal. Sts & Hy Code §8324).

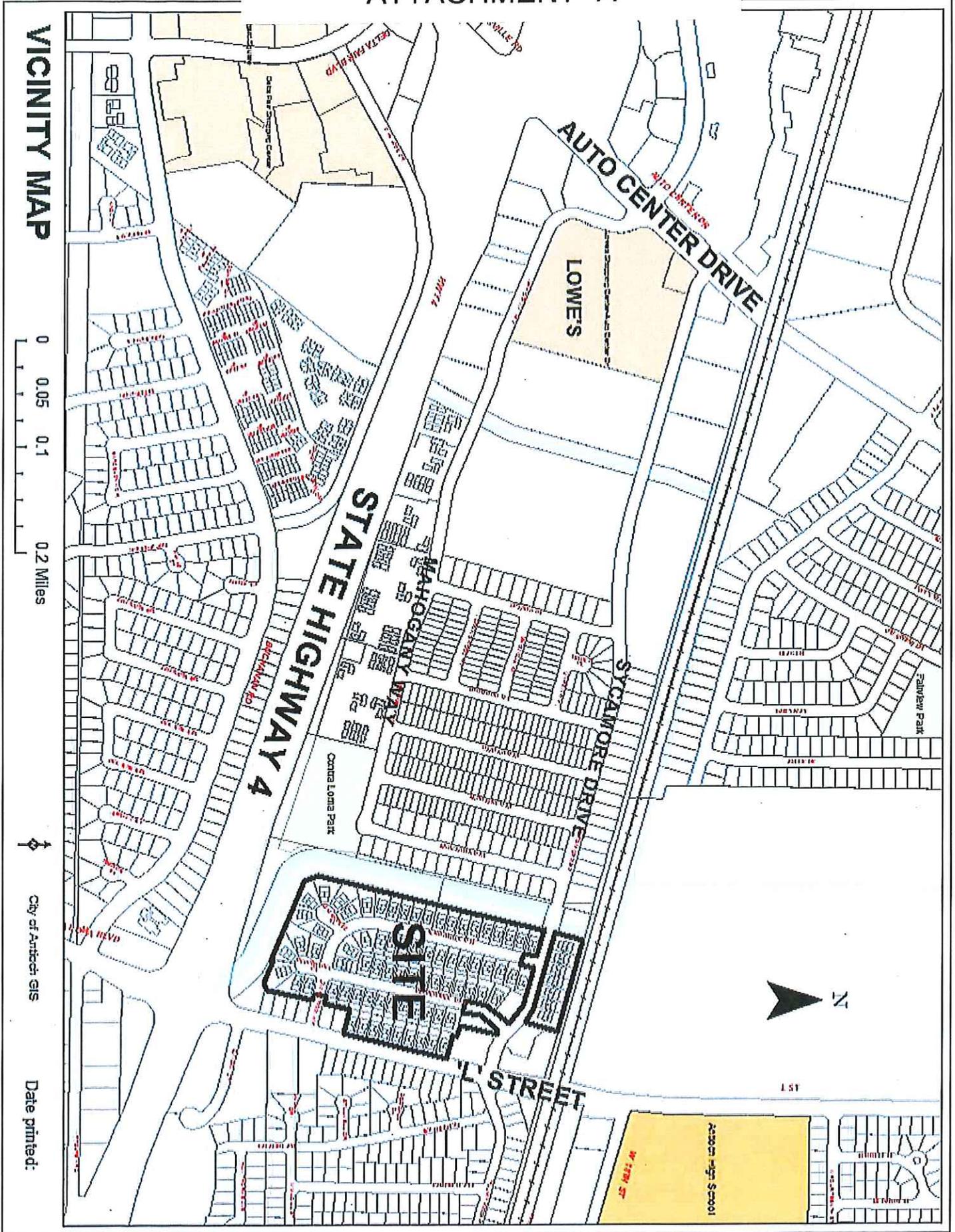
For all items requiring public hearings, notice shall be provided to residents who own or have purchased property within the area potentially affected by the requested change as of the date the application was submitted to the city (AMC §9-5.2203(D)). Public hearing notices will be mailed to the residents between Mahogany Way & Sycamore Drive, and between "L" Street & the rear of Lowe's Hardware. In addition to a public hearing notice published two successive weeks in the newspaper, and at least 15 days prior to the hearing, the applicant shall have posted Notices of Vacation on at least 3 conspicuous signs, posted at least two weeks in advance of the hearing, along the lines

of the street and not more than 300 feet apart (Sts&HY §8322(c)). All costs associated with the noticing requirements shall be borne by the applicant

ATTACHMENTS

- A. Vicinity Map
- B. Study Package
- C. APD Memorandum

ATTACHMENT "A"



VICINITY MAP

0 0.05 0.1 0.2 Miles



City of Antioch GIS

Date printed:



***Contra Loma Estates Homeowner's Association
Public Road Vacation Request***

Contra Loma Estates Homeowner's Association

Public Road Vacation Request

Objective:

The Contra Loma Estates Homeowner's Association (HOA) is seeking the consent and support of the Antioch City Council to move forward with a request to initiate a Public Street Vacation Request in conformance Sections 8330 thru 8363 of the Current California Streets and Highways Code. The Vacation Request will be limited to those portions of existing public streets which contained within the Condominium development and which exclusively serve the owners and residences of the Contra Loma Estates Development. The Public Street Road Vacation will result in the conversion of portions of existing public streets in to private streets and permit the installation of controlled access gates for both vehicular and pedestrian ingress and egress purposes.

Procedural Process:

The processing team at the direction of the HOA Board of Directors has worked with planning and engineering staff to determine the most expedient and cost effective process to explore and implement a Road Vacation Request that could be supported by both the owner's within the CLE Planned Community and most importantly the Antioch City Council.

Engineering Staff has provided the CLE processing team with the necessary documentation, procedural steps and processing time line together with monetary expenses that HOA Board of Directors must comply with in order to initiate a formal Road Vacation Request with the City.

Given the information provided by City Engineering Staff the CLE HOA Board of Directors has decided to allocate the necessary manpower and financial resources to move forward with a formal Vacation request application. This commitment relies upon obtaining a general direction from the Council that such a request can garnish Council support.

The informal Council Study Session provides a venue to discuss and ascertain whether Council is supportive of such a request.

Implementation:

The Road Vacation Process is codified within the California Streets and Highways Code. Any Road Vacation required final City Council approval.

It is the CLE processing team's understanding that should the Road Vacation Process be initiated the application process will include the following steps:

1. Acceptance by staff of all necessary applications, supporting documents and with sufficient monies deposited to cover all City processing Costs.
2. Initiate the CEQA determination process with all related analysis and necessary notifications and related comment periods.
3. Presentation of the Vacation request at a noticed public Planning Commission Meeting
4. Presentation of the Vacation request at a noticed public City Council Meeting subject to approval by a majority vote of the Council.

Back Ground Information:

The Contra Loma Estates Development is a 328 Unit Condominium Development which was originally organized by the original developer, Garrow and Vetrano, Inc., a California Corporation, as the original Declarant which executed a Declaration of Restrictions "Contra Loma Estates" establishing a Plan of condominium ownership effective May 14, 1969. The Association is forty-six years old and constitutes one of the older associations within the City of Antioch.

The Association membership have expressed concern to the Board of Directors about extent and viability of onsite security and a desire to obtain a higher level of security and access control to all Association Common Areas.

In response to this request the Board of Directors is undertaking a program to provide its association membership with improved perimeter access control to all Association Common Areas. To accomplish this goal the Board of Directors is undertaking the following tasks:

1. Installation of black metal picket fencing along associated common area fronting Sycamore Drive and "L" Street, both existing public arterial streets. Examples of the proposed fencing are provided under the "Fencing" section of this report.
2. Privatization of portions of Lemmontree Way and Peppertree Way and full privatization of Lemontree Court and Peppertree Court. Privatization of the existing public street will be accomplished through the "Road Vacation" process as stipulated with the California Streets and Highways Code. The privatization of the public streets will provide the association with the ability to install vehicular and pedestrian access control gates at the three (3) principal access points to the association common area.

Support for Privatization of Lemontree Way and Peppertree Way:

The Contra Loma Estates Development was created in 1969, making the Associate over forty-five years old. The Development is one of the oldest Condominium Developments in Antioch. Over the intervening years since 1969, the planning, development and implementation of high density condominium developments have undergone a number of substantial changes. In particular, the need to control access and provide security to and from private common area improvements, including but not limited to pools, tennis courts, sport courts, private assembly areas, etc. In addition as communities struggle to adequately maintain public streets and public assembly areas many new planned high density communities are served by private streets which are typically gated.

It is a reasonable assumption that if the Contra Loma Estates Condominium Development was proposed as a new development project within the City of Antioch the local street network service the development would most likely consist of private streets.

Under the current Board's plan of action portions of Lemmontree Way, Peppertree Way and all of Peppertree Court and Lemontree Court would be privatized and subject to secured vehicular and pedestrian gated entries. It should be noted that the existing public streets which are subject of the proposed Road Vacation request serve only the Contra Loma Estates Development; consequently, local traffic patterns will not be disrupted.

Common Area Fencing and Pedestrian Keyed access Gates:

As indicate previously, the CLE Association desires to install black metal picket fencing along all association common properties fronting Sycamore Drive and "L" Street, both existing public arterial streets. The location and limits of the proposed fencing are indicated on the Fence and Gating Exhibit which accompanies this application package. The proposed metal picket fencing will match the current fencing which surrounds the association's common area pool improvements. The following photos are representative of the proposed metal picket fencing.



Figure 1: Current metal picket fencing at the CLE pool facility



Figure 2: CLE Pool Fencing. Looking west from Peppertree Way.



Figure 3: CLE Pool Fencing. Looking south from Sycamore Drive.



Figure 4: Typical keyed pedestrian access control gate. Gate located at the easterly entrance from Peppertree Way.



Figure 5: Like type fencing along Sycamore Drive at the Contra Loma Apartments Project. Photo is taken looking west. Site is west of Contra Loma Estates. Note project fencing situated generally along the southerly right-of-way line of Sycamore Drive. Similar fencing is planned within the Contra Loma Estates development along common area improvements fronting "L" Street and Sycamore Drive.



Figure 6: Like type fencing along Sycamore Drive at the Contra Loma Apartments Project. Photo is taken looking east. Project fencing situated generally along the southerly right-of-way line of Sycamore Drive. Similar fencing is planned within the Contra Loma Estates development along common area improvements fronting "L" Street and Sycamore Drive.

Vehicle and Pedestrian Access Control Gates – Three (3) Locations:

As indicate previously, the CLE Association desires to install automatic vehicular access control gates at three proposed public access locations. These three locations are located at

- 1) Gate No. 1 - Lemmontree Way are "L" Street.
- 2) Gate No. 2 - Peppertree Way at Sycamore Drive and
- 3) Gate No. 3 - Lemmontree Way at Sycamore Drive

Seven additional access control gates are proposed but the additional gates do not require any special road Vacation requirements.

All ten (10) vehicular access control gates are reflected on the Gating and Fencing Exhibit which accompanies this report.

All gates will be provided with the "Click2Enter" entry system to provide ease of access to all emergency response vehicles.

The following are representative photos of the proposed vehicular access gates: The photos were taken at the Contra Loma Apartment Project west of the CLE Development.





Figure 7: South access gate to the Contra Loma Apartments Complex.

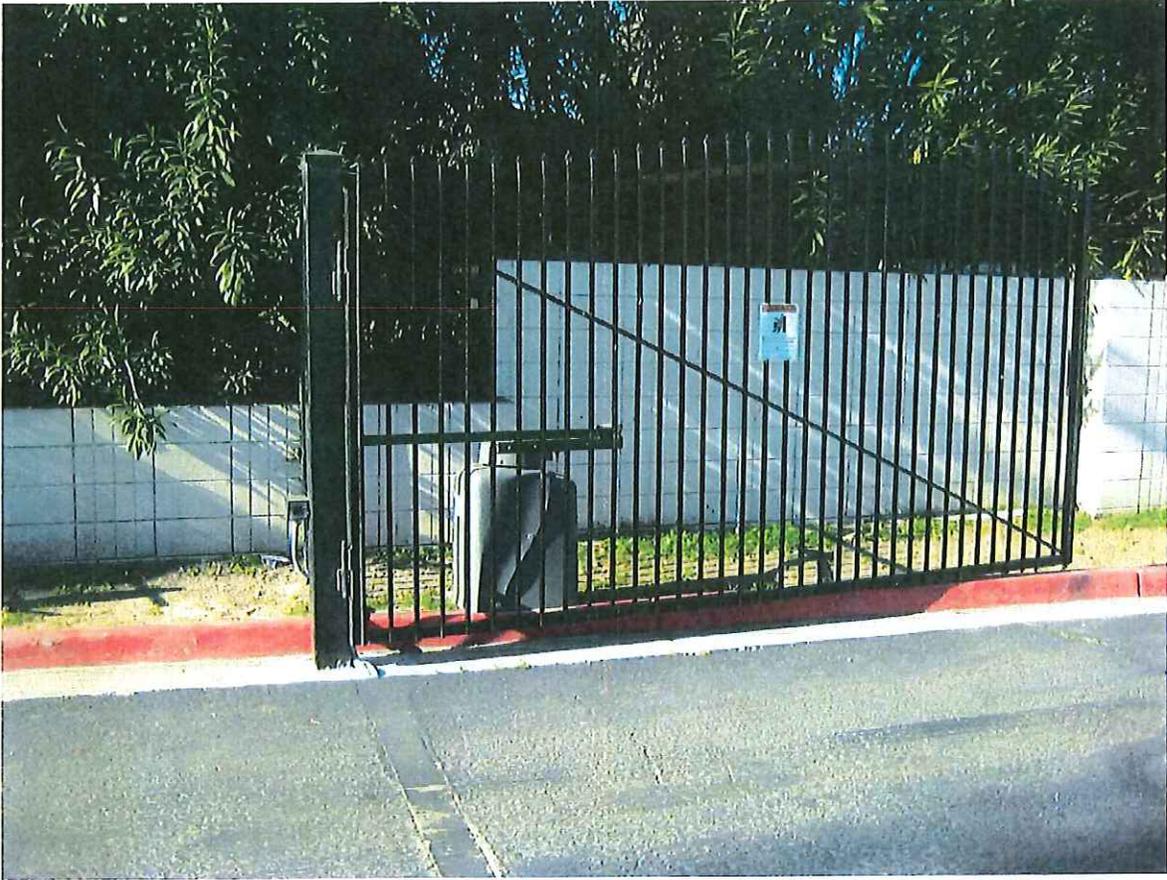


Figure 8: South access gate to the Contra Loma Apartments Complex. Photo is looking westerly at the left swing gate and gate mechanism.



Figure 9: South access gate to the Contra Loma Apartments Complex. Photo is looking southerly at the right swing gate and gate mechanism. The proposed X2 Swing gate system to be utilized at the Contra Loma Estates project eliminates the exterior motor and gate arm. All components are contained within the fixed gate column. See figures 13, 14 & 15 which follow.



Figure 10: South access gate to the Contra Loma Apartments Complex. Photo is looking northerly at the right swing gate and pedestrian access gate mechanism.



Figure 11: South access gate to the Contra Loma Apartments Complex. Photo is looking easterly from an entrance position at the right swing gate and gate mechanism.

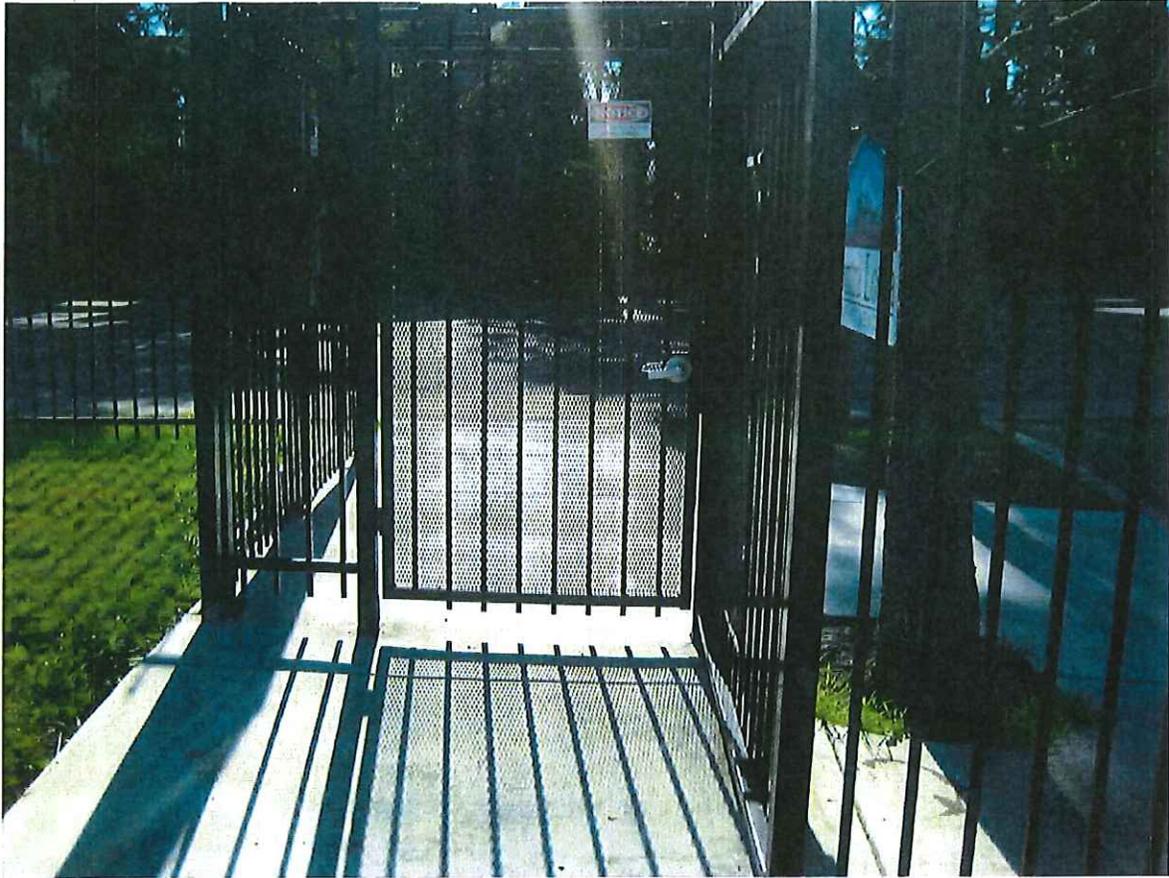


Figure 12: South access gate to the Contra Loma Apartments Complex. Photo is looking southerly at the right swing gate and pedestrian access gate mechanism, from inside the project.



Figure 13: Proposed X Series Swing Gate to be utilized at the Contra Loma Estates Development. Note that the swing gate mechanism is contained in the support column.



Figure 14: Typical X2 double gate. The X Series System is one of the proposed gating systems to be utilized within the CLE Development.



Figure 15: The X Series Swing Gate System operates around a fixed base and motor driver. No exterior gate arm or motor housing is necessary. Everything is contained in the fixed gate column.

ADVANTAGE GATE PRODUCTS

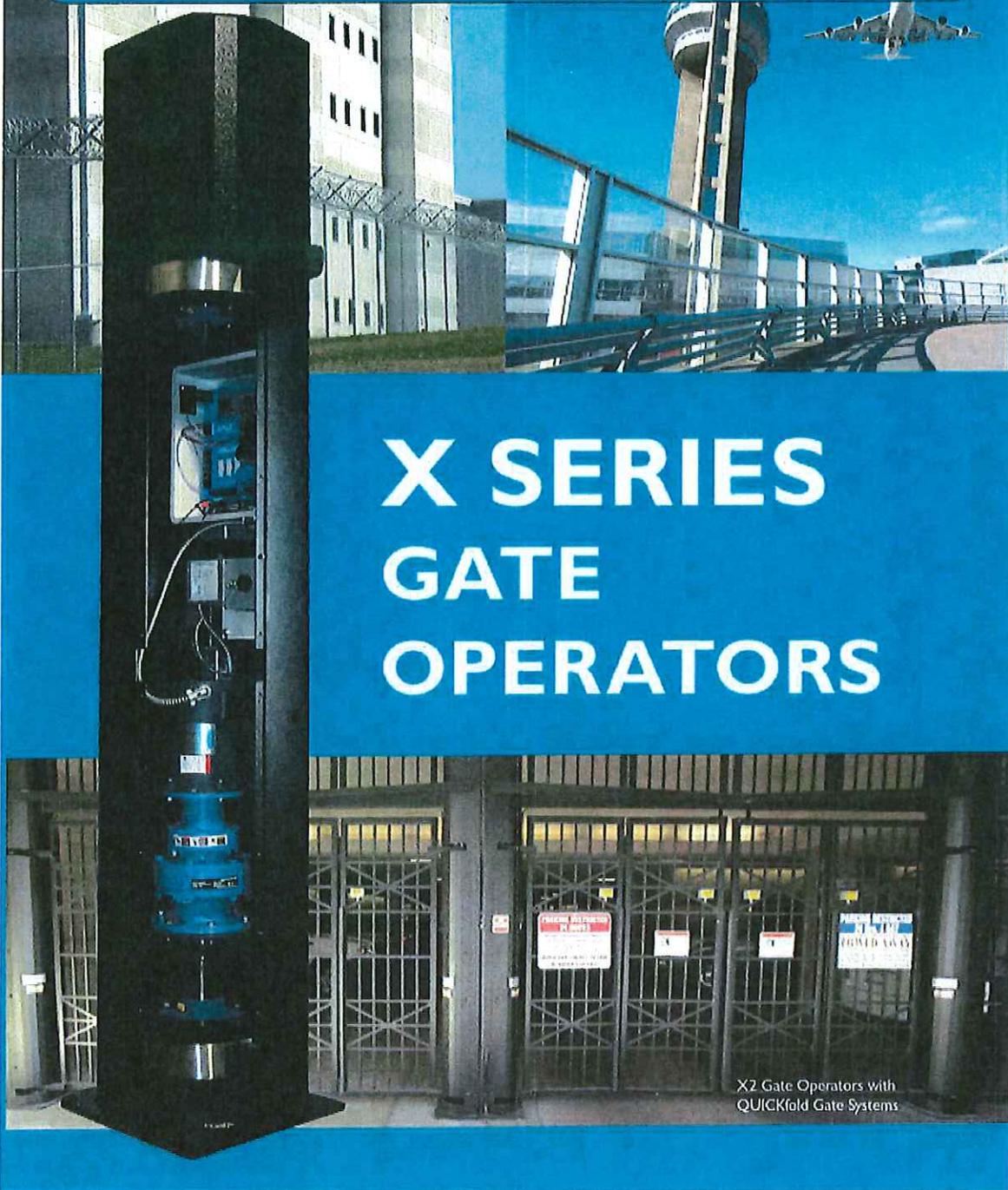


Figure 16: The X Series Gate Operators are one of the proposed gate operating systems to be utilized within the Contra Loma Estates Development.



1203 Sycamore Drive
Antioch, CA 94509
Phone: 925-754-7171
Fax: 925-754-0127
www.contraloma.com

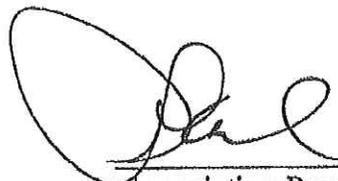
DATE: Wednesday, April 08, 2015

TO: Antioch City Council
Antioch Department of Public Works

FROM: Board of Directors

REGARDING: Request to Fence and Gate Community

The Board of Directors authorizes our manager Gene Bicksler of Bicksler and Associates and civil engineer Michael Milani of Milani & Associates to execute all necessary documents and proposals regarding our request to completely fence and gate our community.

 4/8/15

Association President, Gary School, date



February 6, 2015

By U.S. Mail

Ken Warren, Assistant Engineer
City of Antioch
Department of Public Works, Engineering Division
P.O. Box 5007
Antioch, CA 94531

Re: Installation of Fencing and Gates Around Contra Loma Estates
Homeowners Association:
Funding Source & Maintenance of Streets

Dear Mr. Warren:

We are legal counsel for Contra Loma Estates Homeowners Association (hereinafter "Association" or "Contra Loma"). We have been asked to partially respond to a request for documentation supporting the installation of fencing and gates around Contra Loma Estates. More specifically, we were asked to address Item 1 in your December 22, 2014 email to the Association's managing agent, Gene Bicksler, titled "Contra Loma Estates - Resubmittal Clarification." Item 1 requests the following: "Verification that an adequate funding source exists to maintain the streets and improvements in perpetuity." The Association is currently required to levy assessments sufficient to fund its maintenance obligations. When the Association takes over the maintenance of the public streets it will then be required to levy assessments to also fund maintenance of the public streets. The Association will also be required to periodically inspect the street and maintain them in first- class condition.

Basis for Opinion

Our analysis is based upon our review of the following documents, which we have been informed are current and have not been amended or changed:

1. Amended Declaration of Covenants, Conditions and Restrictions of Contra Loma Estate Homeowners Association, recorded August 13, 1991 at Document No. 91-162637 in the Official Records of the County of Contra Costa, State of California;

2. Amendment to the Amended Declaration of Covenants, Conditions and Restrictions of Contra Loma Estate Homeowners Association, recorded September 24, 1997 at Document No. 97-017882-00 in the Official Records of the County of Contra Costa, State of California;

RUSSELL & MALLET, LLP
Attorneys

1225 Alpine Road
Suite 204
Walnut Creek, CA 94596-4400

925.947.4915
fax 925.947.4920
toll free 1.888.488.2255

City fence funding 150206.wpd

1323



Mr. Warren
Re: Contra Loma Estates HOA
February 6, 2015
Page 2

3. Amended Bylaws of Contra Lomas Estates Homeowners Association, executed on August 5, 1991;
4. Amendment to Amended Bylaws of Contra Loma Estate Homeowners Association, executed on September 10, 1997;
5. Second Amendment to Amended Bylaws of Contra Loma Estate Homeowners Association, executed on May 18, 1999;
6. Amended Bylaws [Third Amendment to Amended Bylaws] of Contra Loma Estate Homeowners Association, executed on August 23, 2003; and
7. Article of Incorporation of Contra Loma Homeowners Association signed on May 15, 1969 and filed with the Secretary of State on June 3, 1969.
8. Davis-Stirling Act - Civil Code Section 4000, *et seq.*

**Contra Loma Estates is Required to Levy Sufficient Assessment
to Fund its Maintenance Obligations.**

The source of the funds that the Association will use to maintain the streets, once fencing and gates are installed, is assessments collected from unit owners. The Association is required by State law to levy assessments upon unit owners sufficient to perform its duties under the governing documents. More specifically, Civil Code Section 5600, provides in part, that:

(a) Except as provided in Section 5605, the association shall levy regular and special assessments sufficient to perform its obligations under the governing documents and this act

**The Association Can Increase Assessments & Impose Special Assessments, Within Limits,
as Necessary to Fund its Maintenance Obligations**

Civil Code Section 5605 allows the Board of Directors of the Association to increase regular assessments by twenty percent a year and impose a five percent special assessment per year, without owner approval, if necessary, to fund maintenance obligations. Civil Code Section 5605(b) sets for this ability to increase assessments as follows:

Notwithstanding more restrictive limitation placed on the board by the governing documents, the board may not impose a regular assessment that is more than 20 percent greater than the regular assessment for the association's preceding fiscal year or impose special assessments which in



Mr. Warren

Re: Contra Loma Estates HOA

February 6, 2015

Page 3

the aggregate exceed 5 percent of the budgeted gross expenses of the association for that fiscal year without approval of a majority of a quorum of members, pursuant to Section 4070, at a member meeting or election.

Regular and special assessments, in excess of the limits discussed above, can be levied with owner approval.

Once Turned Over by the City, the Association is Required to Maintain the Streets in First-Class Condition.

The Association is required to maintain all Common Area, and all other real property it may acquire in first-class condition and in good repair. Article VIII, Section 8.1, of the Amended Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), provides, in part, as follows:

The Association shall provide maintenance repair and replacement of the Common Area and all facilities, improvements, and landscaping thereon, including private streets, private driveways, walks and utility facilities, except for those utilities and facilities which are maintained by public or private utility companies or agencies and all other real and/or personal property that may be acquired by the Association, keeping such property in first-class condition and good repair . . ." [emphasis added]

As soon as the Association acquires the streets it is required to maintain the streets in first-class condition.

Item 6 in your December 22, 2014 email also asks for: "Suggestions for the CC&R revisions that will improve the community's appearance and be a deterrent to future criminal activity." As discussed above, the Association is required to maintain all Common Area, real property that may be acquired by the Association and all other portions of the complex it maintains in first-class condition. Enclosed with this letter please find a list of property improvements, including estimated costs that the Association has completed since 2005. Please note that these improvements are above and beyond the ongoing day to day maintenance and repair performed by the Association.

The Association Will be Required to Periodically Inspect the Streets and Review the Sufficiency of its Reserve Account

Upon fencing and gating the complex and taking over maintenance of the public streets the Association is required to conduct an inspection of the streets, and all other components it is required to maintain, and review the sufficiency of its reserve account every three (3) years. The Association is also required to review the reserve account analysis on a yearly basis and consider adjustments as necessary. Civil

1325



Mr. Warren
Re: Contra Loma Estates HOA
February 6, 2015
Page 4

Code Section 5550(a) provides, in part, as follows:

At least once every three years, the board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components that the association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the common interest development . . . The Board shall review the study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the board's analysis of the reserve account requirements as a result of that review..

Do not hesitate to contact me directly if you have any questions or if I can be of further assistance.

Very truly yours,

RUSSELL & MALLETT, LLP

Morgan C. Hurlbutt

Enclosure

cc: Board of Directors

**Contra Loma Estates Homeowners Association
Partial List of Property Improvements Since 2005
In Alphabetical Order With Year and Approximate Cost**

1. Balcony and staircase railing replacement to conform to code – 2005 – \$100,000.
2. Balcony tear off and complete renovation – ongoing – 70% complete – \$740,000 to date.
3. Exterior building lights added – 2010 - \$20,000.
4. Fire extinguishers added to building exterior – \$6,000.
5. Irrigation “smart” controllers installed – 2007 - \$15,000.
6. Interior clubhouse renovation – 2013 - \$15,000.
7. Mailboxes removed from building, replaced with high security pedestals – 2013 - \$37,000.
8. Paint building exteriors – 2005 change color scheme of wood and metal trim \$125,000 – 2012 change color scheme of stucco and all exterior – \$250,000.
9. Pool deck resurface 2011 – \$20,000.
10. Pool replaster 2014 – \$25,000.
11. Replumb buildings to allow shut-off to individual units – ongoing -75% complete – \$390,000 to date.
12. Security camera system with APD direct access (first in Antioch). 10 cameras total – 2012 – \$75,000.
13. Security consultants – Joe Callanan & Assoc., security experts, reports in 2007, 2009 and 2012 and Rocco Pendola , CPTED expert, report in 2010 - \$25,000.
14. Sidewalk extensions – 2007 – \$60,000.

Total 1.9 million plus

On-Going Projects

- 1. Monthly street sweep (two during leave drop months) of all public and private streets. \$3,000 per year.**
- 2. Daily service by Futures Explored for trash pick-up. \$10,000 per year.**
- 3. Program to encourage owners to install garage doors.**
- 4. Average annual landscape upgrade projects – \$15,000 per year.**
- 5. Two armed security guards 8 hours per day - \$225,000 per year.**

JOB NO. 654
APRIL 6, 2015
LEGAL 1

DRAFT

EXHIBIT "A" LEGAL DESCRIPTION

ROAD VACATION PORTIONS OF LEMONTREE WAY AND PEPPERTREE WAY AND ALL OF LEMONTREE COURT AND PEPPERTREE COURT TRACT 3855 (126 M 3) AND TRACT 3904 (126 M 44)

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL OF LEMONTREE WAY, PEPPERTREE WAY, LEMONTREE COURT AND PEPPERTREE COURT AS SAID ROAD RIGHTS-OF-WAY ARE SHOWN AND DESIGNATED ON THOSE CERTAIN SUBDIVISION MAPS ENTITLED CONTRA LOMA ESTATES UNIT 1 FILED APRIL 22, 1969 IN BOOK 126 OF MAPS AT PAGE 3 AND CONTRA LOMA ESTATES UNIT 2 FILED JUNE 18, 1969 IN BOOK 126 OF MAPS AT PAGE 44.

EXCEPTION THEREFROM:

PARCEL ONE:

THAT PORTION OF PEPPERTREE WAY SITUATED NORTHERLY OF THE WESTERLY PROLONGATION OF A LINE SITUATED TWENTY FEET (20') SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 8 AS SAID LOT IS SHOWN AND DESIGNATED ON SAID SUBDIVISION MAP ENTITLED CONTRA LOMA ESTATES UNIT 1 (126 M 3).

FURTHER EXCEPTING THEREFROM:

PARCEL TWO:

THAT PORTION OF LEMONTREE WAY SITUATED NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 24AS SAID LOT IS SHOWN AND DESIGNATED ON SAID SUBDIVISION MAP ENTITLED CONTRA LOMA ESTATES UNIT 1 (126 M 3).

B29

FURTHER EXCEPTING THEREFROM:

PARCEL THREE:

THAT PORTION OF LEMONTREE WAY SITUATED EASTERLY OF THE SOUTHERLY PROLONGATION OF A LINE TWENTY-EIGHT FEET (28') WESTERLY OF AND PARALLEL WITH THE COMMON LINE BETWEEN LOTS 50 AND 51 AS SAID LOTS ARE SHOWN AND DESIGNATED ON SAID SUBDIVISION MAP ENTITLED CONTRA LOMA ESTATES UNIT 2 (126 M 44).

RESERVING THEREFROM:

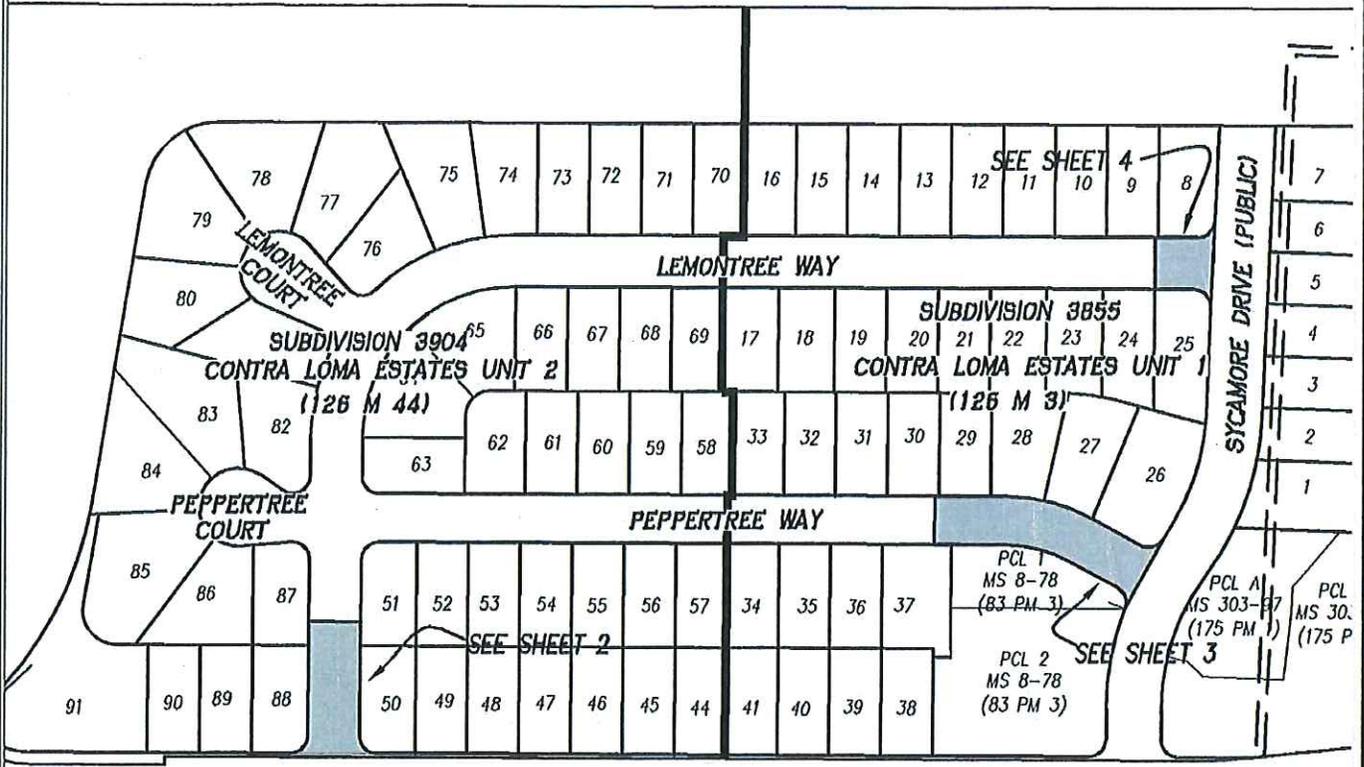
A PUBLIC UTILITY EASEMENT IN GROSS FOR THE OPERATION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES CONSISTING OF, BUT NOT LIMITED TO, UNDERGROUND GAS, ELECTRIC, CABLE T.V., TELEPHONE, STREET LIGHTS, PUBLIC WATER MAINS, PUBLIC SANITARY SEWER LINES AND RELATED APPURTENANCES INCLUDING INGRESS AND EGRESS RIGHTS OVER ALL PAVED PRIVATE DRIVE ISLES AND PRIVATE ROADWAYS.



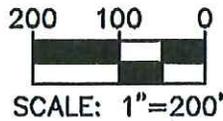
END OF DESCRIPTION

Michael E. Milani

FOR MILANI & ASSOCIATES
MICHAEL E. MILANI
L.S. 5311 EXP. 12/31/15



"L" STREET (PUBLIC)



REVIEW COPY
SUBJECT TO REVISION
NOT FINAL
THIS MAP IS TO BE FORWARDED UPON COMPLETION OF MAP AND UPON ADOPTIVE/CLERK APPROVAL OF MAP

LEGEND

- SUBDIVISION BOUNDARY
- ROAD AREAS EXCLUDED FROM VACATION



EXHIBIT 'B'
PLAT TO ACCOMPANY LEGAL DESCRIPTION
CONTRA LOMA ESTATES – PUBLIC STREET VACATION
CITY OF ANTIOCH – CONTRA COSTA COUNTY – CALIFORNIA



Planners - Engineers - Surveyors
2520 Stanwell Drive, Suite 250
Concord, CA 94520
Phone: (925) 674-9082
Fax: (925) 674-9279
Web: milanassociates.com

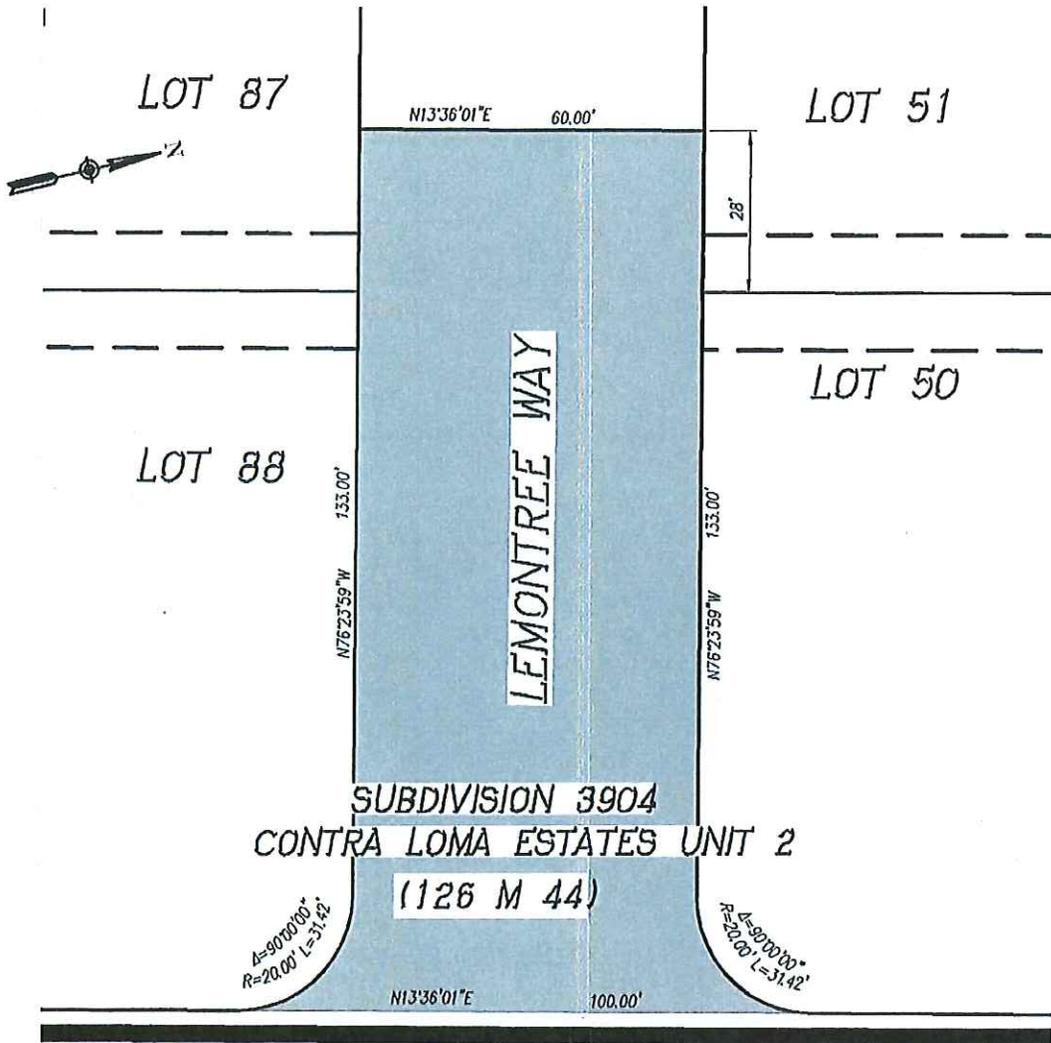
FOR MILANI & ASSOCIATES DATE
MICHAEL E. MILANI
LS 5311 EXP. 12/31/15

DATE: APRIL 2015

SCALE: AS SHOWN

SHEET 1 OF 4 SHEETS

B31



"L" STREET (PUBLIC)

REVIEW COPY
SUBJECT TO REVISION
NOT FINAL
THIS NOTICE TO BE REMOVED UPON
 COMPLETION OF MAP AND UPON
 AGENCY/CLIENT APPROVAL OF MAP

LEGEND

- SUBDIVISION BOUNDARY
- ROAD AREAS EXCLUDED FROM VACATION

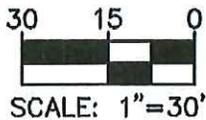


EXHIBIT 'B'
PLAT TO ACCOMPANY LEGAL DESCRIPTION
CONTRA LOMA ESTATES – PUBLIC STREET VACATION
CITY OF ANTIOCH – CONTRA COSTA COUNTY – CALIFORNIA



Planners - Engineers - Surveyors
 2520 Stanwell Drive, Suite 250
 Concord, CA 94520
 Phone: (925) 674-9082
 Fax: (925) 674-9279
 Web: milanlassociates.com

FOR MILANI & ASSOCIATES DATE
 MICHAEL E. MILANI
 LS 5311 EXP. 12/31/15

DATE: APRIL 2015

SCALE: AS SHOWN

SHEET 2 OF 4 SHEETS

B32



SUBDIVISION 3855
CONTRA LOMA ESTATES UNIT 1
(126 M 3)

LOT 9

LOT 8

$A=8756.09'$
 $R=20.00'$ $L=30.70'$

$N13^{\circ}36'01''E$ 48.71'

60.00'

$N76^{\circ}23'59''W$

LEMONTREE WAY

100.06'

$N74^{\circ}20'08''W$

SYCAMORE DRIVE (PUBLIC)

$N13^{\circ}36'01''E$ 45.11'

$R=20.00'$ $L=32.74'$
 $\Delta=92^{\circ}03'51''$

LOT 24

LOT 25

REVIEW COPY
SUBJECT TO REVISION
NOT FINAL
THIS SHOULD BE REMOVED UPON
COMPLETION OF MAP AND UPON
INDIVIDUAL APPROVAL OF MAP

LEGEND

— SUBDIVISION BOUNDARY

 ROAD AREAS EXCLUDED FROM VACATION

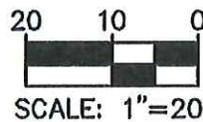


EXHIBIT 'B'
PLAT TO ACCOMPANY LEGAL DESCRIPTION
CONTRA LOMA ESTATES – PUBLIC STREET VACATION
CITY OF ANTIOCH – CONTRA COSTA COUNTY – CALIFORNIA



Planners - Engineers - Surveyors
2520 Stanwell Drive, Suite 250
Concord, CA 94520
Phone: (925) 674-9082
Fax: (925) 674-9279
Web: milaniassociates.com

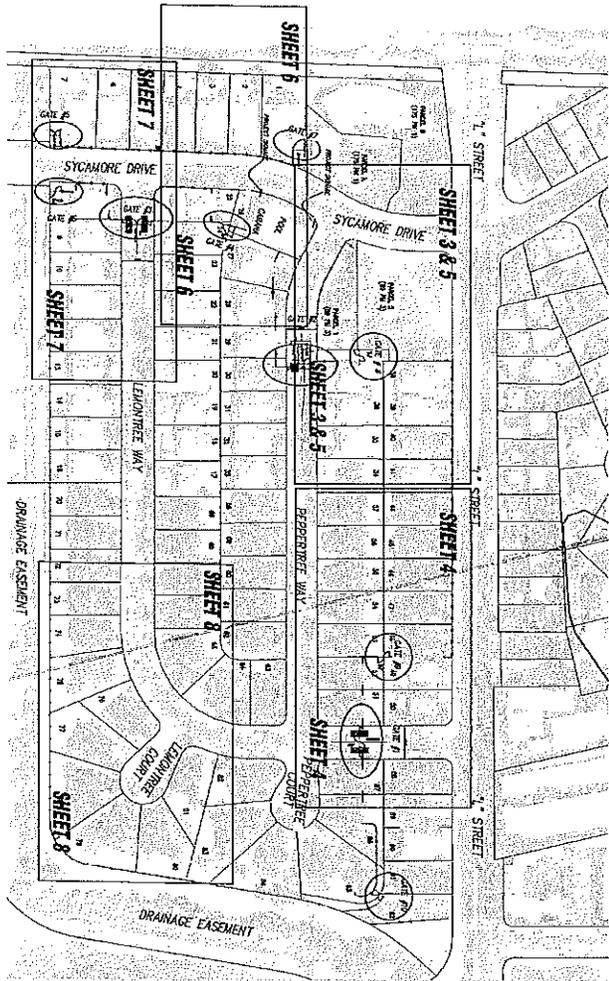
FOR MILANI & ASSOCIATES DATE
MICHAEL E. MILANI
LS 5311 EXP. 12/31/15

DATE: APRIL 2015

SCALE: AS SHOWN

SHEET 4 OF 4 SHEETS

B34



Planning & Mapping
 Land Development Engineering
 Civil Engineering
 Surveying
 Construction Management

MITANI

2500 SHAWL DRIVE, SUITE 200
 COSTA MESA, CA 92626
 Phone (949) 441-4888
 Fax (949) 441-4889

TRACTS 3853 & 3804
 Date and Funding Book
CONTRA LOMA ESTATES
 CONTRA LOMA ESTATES
 CALIFORNIA

DRAWING NO. DATE SCALE
 SHEET NO. DATE SCALE

NO. REVISIONS BY APP. DATE SHEET

1
 8 SHEETS

- LEGEND:**
- KEYS ACCESS GATE
 - NO PARKING ZONE
 - EXISTING CHAIN LINK FENCING
 - PROPOSED METAL POST FENCING
 - PROPOSED AT GATED ENTRANCE (ONE WAY)
 - PROPOSED CHAIN LINK FENCING
 - PROPOSED AT GATED ENTRANCE (ONE WAY)

REVIEW COPY
 SUBJECT TO REVISION
 MARCH 2010

1335

"L" STREET

SYCAMORE DRIVE

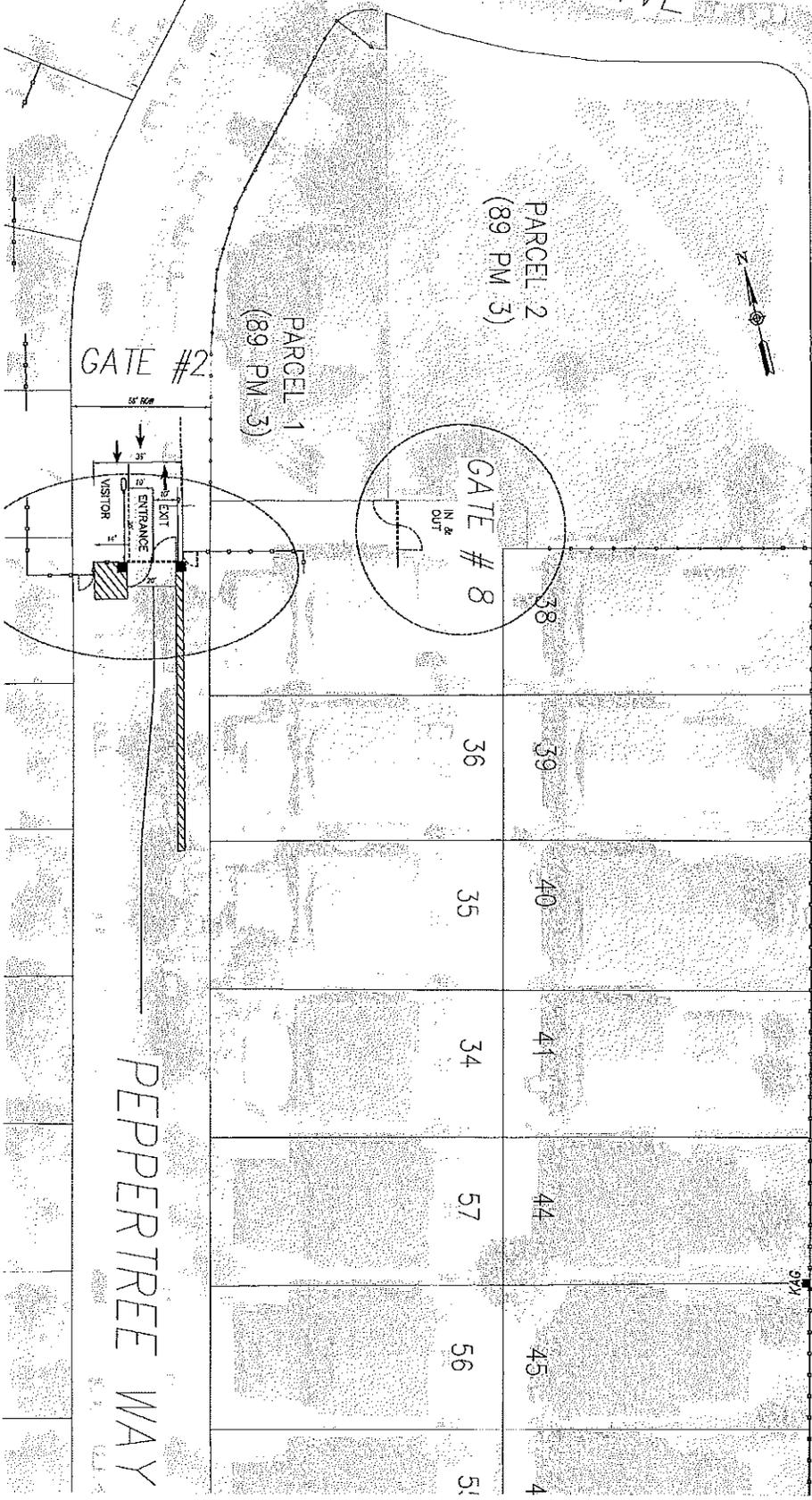
POOL

PARCEL 2
(89 PM-3)

PARCEL 1
(89 PM-3)

GATE # 8
IN #
OUT

GATE #2



Planning & Survey
Land Development/Grading
Construction/Utility
Construction Management

2200 STANBELL LANE, SUITE 200
DUBLIN, CA 94568
Phone: (925) 834-2882
Fax: (925) 834-2212

TRACTS 3435 & 3904
CITY OF RICHMOND

Date and Fencing Exhibit
CONTRA LOMA ESTATES
CONTRA COSTA COUNTY

OALYBENNA
CORPORATION, IA

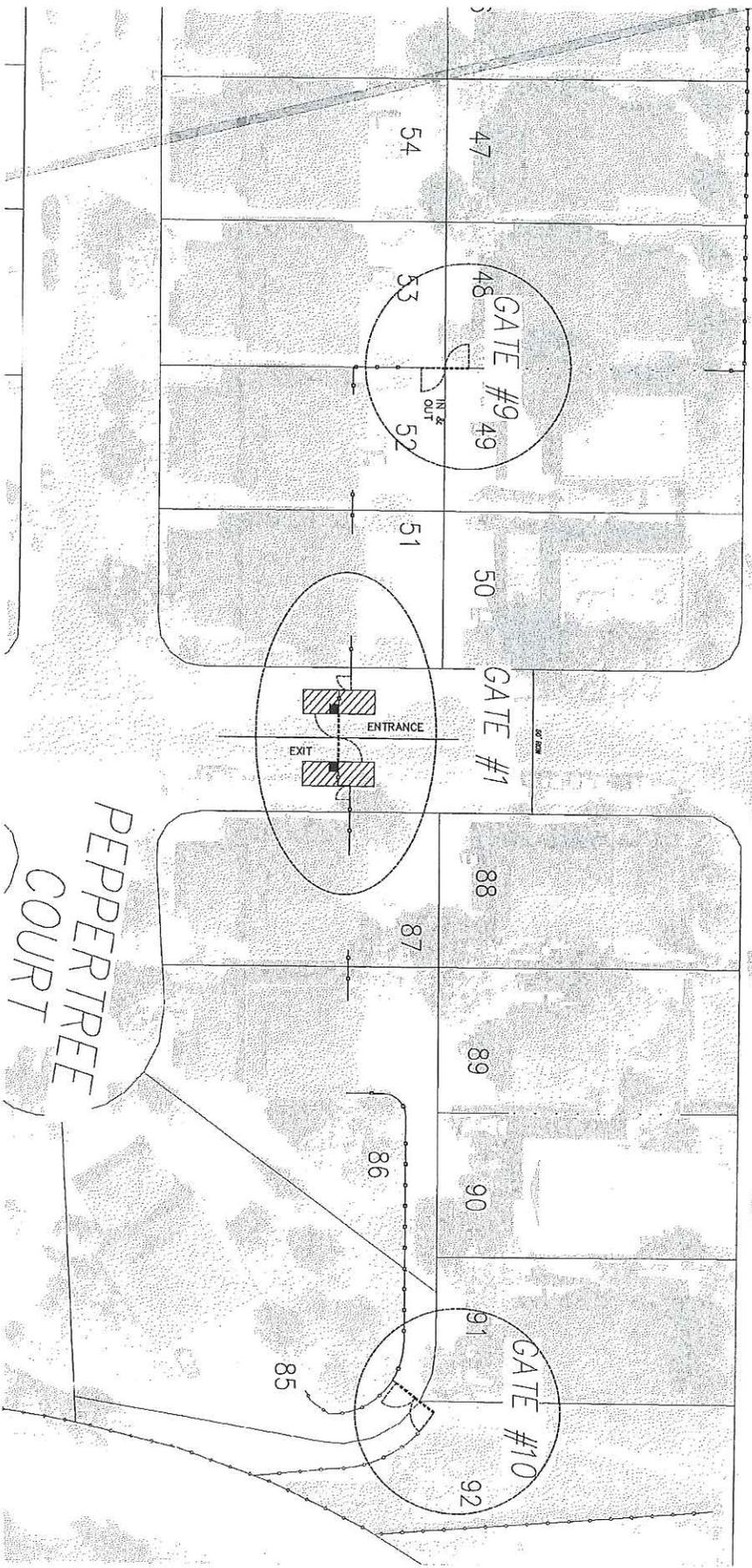
DESIGNED UNDER THE DIRECTION OF:
DRAWN: JMM
CHECKED: JMM
DATE: 04/13/15
SCALE:



NO.	REVISIONS	BY	DATE	DESCRIPTION
3				
8				

REVIEW COPY
SELECT TO REVISION
DO NOT SCALE

1337



Planning & Mapping
 Land Development Engineering
 Construction Services
 Construction Management

MILANI

2930 SPANGL DUNE, SUITE 350
 COSTA MESA, CA 92626
 Phone: (714) 941-9324
 Fax: (714) 941-9325

TRACTS 3853 & 3904
 Data and Fencing Exhibit
CONTRA LOMA ESTATES
 CONTRA COSTA COUNTY
 CITY OF ANTIPOAH

DESIGNED UNDER THE DIRECTION OF
 ENGINEER E. ALVARO
 REG. NO. 30711 (EXPIRES 08/31/18)
 DRAWN: MAM
 CHECKED: MAM

DATE: 08/13/15



NO.	REVISIONS	BY	APP.	DATE	SHEET
4					8

REVIEW COPY
 SUBJECT TO REVISION
 NOT FINAL

1338

Planning & Mapping
 Land Development Department
 Contra Costa County
 Construction Management



2200 SAMUEL BLVD, SUITE 200
 SAN RAMON, CA 94583
 Phone: (925) 674-2000
 Fax: (925) 674-2070

TRACTS 3855 & 3904
 CITY OF RICHMOND

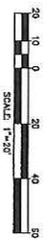
CONTRA LOMA ESTATES
 Gate and Fencing Exhibit
 CONTRA COSTA COUNTY

CALIFORNIA

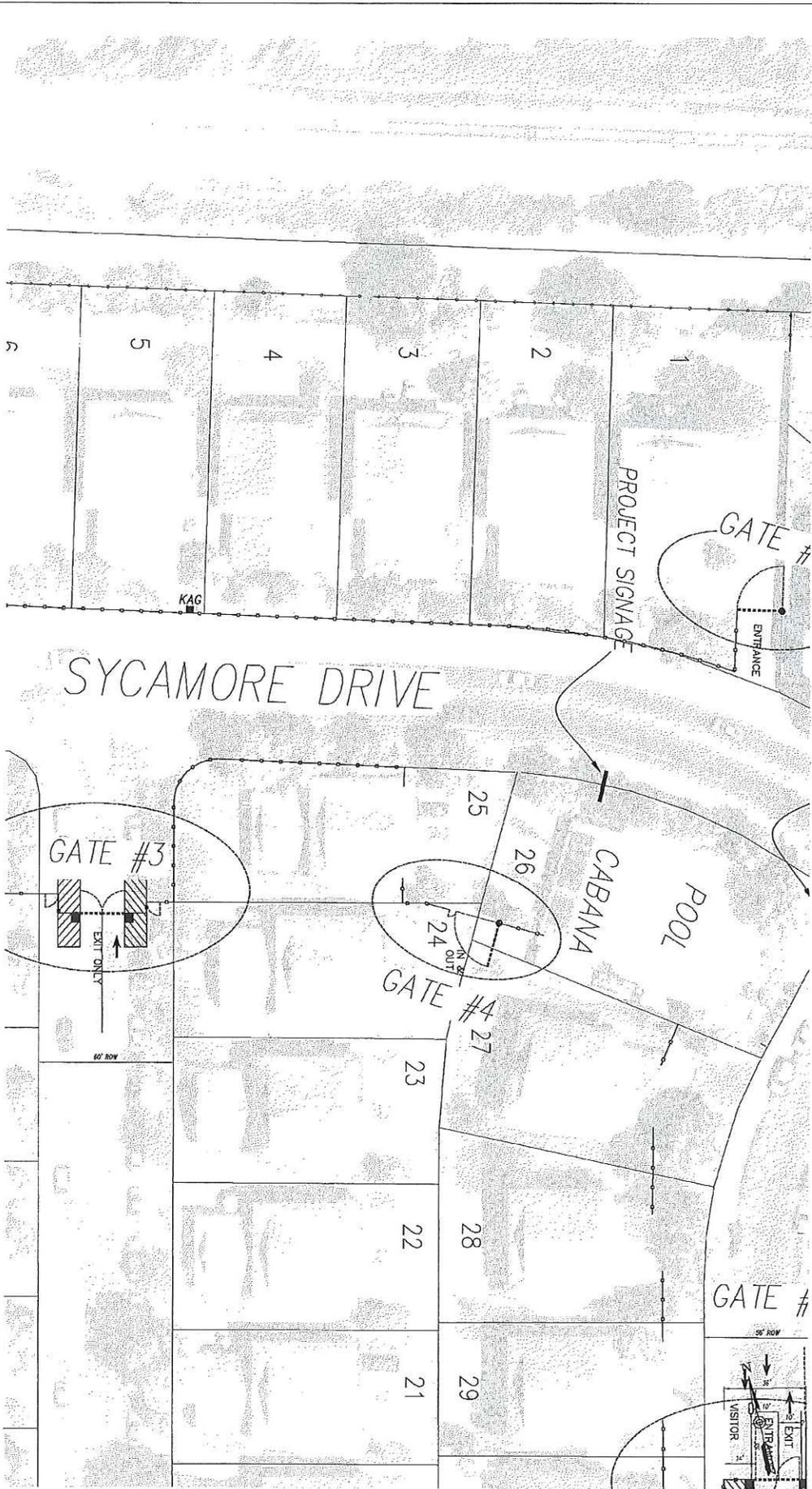
DESIGNED UNDER THE DIRECTION OF:
 REGISTERED LAND SURVEYOR
 N.E.T. & SONS, INCORPORATED, CIVIL ENGINEERS & SURVEYORS
 DRAWN: JMD DATE: 09/12/2015
 CHECKED: JKA SCALE:



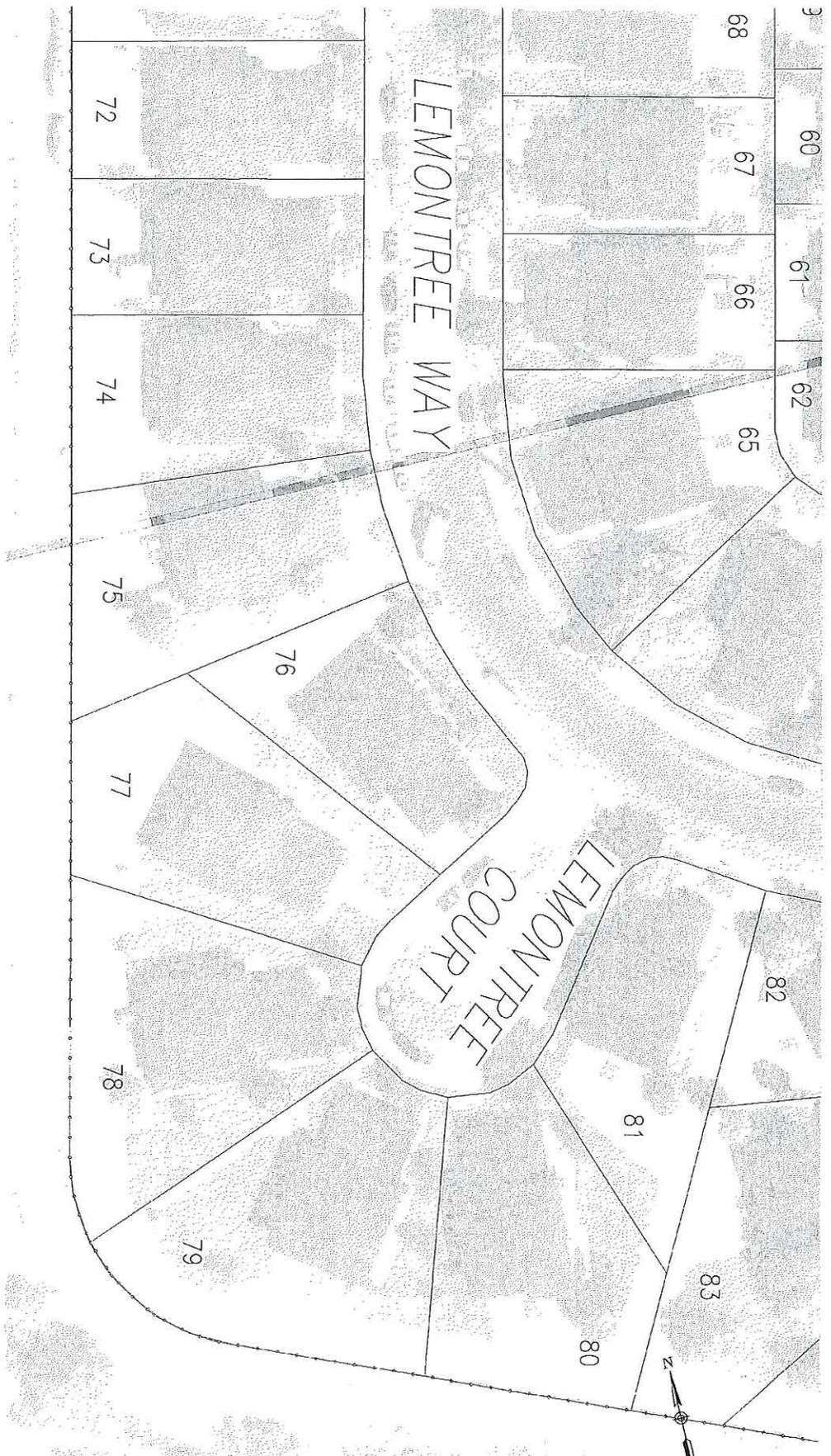
NO.	REVISIONS	BY	DATE	SHEET
6				6
8				8



REFER TO COPY
 SHEET 6 FOR
 NOT FINAL



1340



Planning
 Surveying & Mapping
 Land Development Engineering
 Construction Services
 Construction Management

MILANI

2930 SHAWNEE DRIVE, SUITE 300
 GERRARD, ON M4C 3G9
 P.O. BOX 3666
 GERRARD, ON M4C 3G9
 Phone (416) 574-4552
 Fax (416) 574-4553

7746173 3855 E 390th

Gate and Fencing Exhibit

CONTRA LOMA ESTATES

CONTRA LOMA COUNTY

CITY OF AMTICH

CALIFORNIA

DESIGNED UNDER THE DIRECTION OF

REGISTERED PROFESSIONAL ENGINEER

NO. 10000

DATE: 04/13/2015

SCALE: 1"=20'



NO.	REVISIONS	BY	DATE	SHEET
8				8

REVIEW COPY
 SUBJECT TO REVISION
 NOT TO BE USED FOR CONSTRUCTION

B42

ATTACHMENT "C"

ANTIOCH POLICE DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Ken Warren, Assistant Engineer

FROM: Tammany Brooks, Captain Support Services 

DATE: April 13, 2015

SUBJECT: Contra Loma Estates Privatization

It is my understanding authorized representatives of the Contra Loma Estates Homeowner's Association are seeking approval from the City to privatize the streets within, and erect fencing and gates around, the entire community of 82 four-plex units. While I can appreciate the rationale behind their desire to do so, this project causes me several concerns from a law enforcement perspective that I feel compelled to express prior to a decision being made.

The entire Sycamore Drive corridor, including Contra Loma Estates, has been plagued with a concentrated amount of criminal activity for many years. Crimes common to this area include, but are not limited to: loitering, disturbances and/or fights, trespassing, burglaries, vehicle theft, weapons and narcotics offenses, assaults, robberies, and homicides. Due to the high number of violent crimes, this area was chosen to be the focus of the first specialized Problem Oriented Policing (POP) team created in the early 1990's by then Chief Dave Lewis.

At that time, four officers were detached from their regular duties and tasked with addressing quality of life issues and reducing the crime occurring in this small geographical area. Many tactics were employed during the team's 6+ year existence, which proved successful in bringing a substantial decrease in the criminal activity throughout this corridor. However, the POP team was disbanded in 2001 and the area was once again policed by a patrol officer as part of a larger geographical beat.

Unfortunately, without the constant presence and efforts of officers dedicated to this area, criminal activity rose and continues to be problematic. With reduced staffing levels, a dedicated POP team is no longer a viable option. In an effort to combat the criminal element, we now conduct proactive enforcement details utilizing extra officers who come in on overtime (above and beyond the normal patrol staffing) once a week. Patrol teams are also tasked with "Beat Projects" to work above and beyond normal duties. The Sycamore Avenue corridor remains the primary target of both these additional enforcement efforts.

I was fortunate enough to be a part of the POP team for three years. In fact, when I was first assigned to the team, area of responsibility included the entire Contra Loma Estates property, as well as the Sycamore Square shopping area adjacent to it. During my time in this assignment, I identified several different factors that contributed to the proliferation of crime in the area. Some of the more significant factors included high density, inadequate management of rental properties, and number of people willing to engage in criminal activity who lived in or frequented the area. These factors are still prevalent today.

As previously mentioned, crimes in this area range from minor offenses such as trespassing and property type crimes, to more serious crimes like assaults, weapons offenses, and narcotic offenses. While the amount of criminal activity is impacted by environmental factors typical to most neighborhoods (e.g., times of rain and cold weather typically see reduced crime as opposed to warm weather), crimes in this area also tend to trend up or down based on the amount of resources and enforcement the police department is able to deliver.

When officers are unable to maintain a visible presence in the area, crime is more prevalent. However, when specific high profile enforcement is given, the crimes trend lower and a noticeable change in the neighborhood is temporarily seen. (e.g., children playing, more citizens out of their residences) High visibility and a saturation of resources works well to deter crime in this area, but is a short term and unsustainable solution.

The majority of the issues in Contra Loma Estates area involve pedestrians or groups of pedestrians. If vehicles are associated, they are more often parked along the streets or in carports with the persons around them. Many of these pedestrians and/or vehicles are associated with a resident or residence in the community, or a vacant residence. Many of those involved in criminal activities have become exceedingly proficient in utilizing the design and layout of the Contra Loma Estates community to their advantage by fleeing or concealing themselves and/or contraband between the various buildings. This makes it extremely difficult for officers in patrol vehicles to contact, pursue, or locate these individuals when conducting enforcement details or policing the area.

Gating or fencing Contra Loma Estates may have a two-fold effect. On one hand, it might deter outside influences from engaging in criminal behavior. It could do this by reducing the number of vehicles just travelling through the area to commit crimes (buy/sell drugs, theft, assaults, etc.) without any other reason or justification for being in the area. On the other, it could embolden those who live or have legitimate reason to visit in this neighborhood to commit crimes in an environment that is more secure from law enforcement efforts and/or detection.

Securing these streets would result in fewer law enforcement extra patrols, as officers would not be able to just freely pass through the area in their vehicles. Additionally, limited ingress and egress points allow criminals to easily employ the

use of lookouts to warn them of incoming law enforcement numbers, movements, and resources. Proactive enforcement is virtually eliminated under these conditions, as is any type of covert approach by specialized unit such as SWAT. Criminals would have the tactical advantage in anticipating and planning for our approach. Officers responding to requests for emergency assistance from officers already inside the community would be delayed for a short period of time while waiting for the gate to open.

The final point I would like to make about my concerns is that they are not derived from speculation or presumptions. The above mentioned issues are already seen and experienced in other gated areas in the Sycamore corridor. While fencing and gating these areas resolved some problems, it created others. The privatized and blocked roadways contained in the Contra Loma Estates will create a new and additional complexity that officers will need to contend with, not found at other gated areas in that corridor.

In lieu of erecting fences and gates to fully enclose the Contra Loma Estates community, there are other measures that can be taken in an effort deter or reduce criminal activity in that area. Some of those measures would include:

1. Increase the limited hours of onsite private security presence in the area.
2. Increase the number of security cameras and coverage around the property.
3. Instead of fencing and gating the entire community to include the public streets (Lemontree/Peppertree), consider fences and gating between the buildings green areas and rear driveways limiting access between the buildings and rear alleyways. This would still provide officers the ability to freely patrol the main areas, but help with the security of the rear carports. This in combination of additional lighting and security cameras can deter actions in the rear areas and carports.
 - a. This will limit the ability for subjects to hide and flee between the various buildings in an effort to get away from or conceal their actions.
 - b. This could also deter illegal activity from occurring in the front of the residences, as effective escape routes would no longer be available.
 - c. Still provide enforcement efforts to be carried out by allowing officers to quickly enter the rear areas from multiple locations.
4. Require ALL property owners to have serviceable garage doors and side security doors installed to all carports. This will aid in taking away areas subject(s) may commit crimes and/or conceal their criminal activities.
5. Require ALL property owners to complete a standardized background on all prospective tenants for those residences being used as rental properties. This may be done through the property management on a signed agreement by all owners. Allow the property management to establish a database with current names and contact information for all residents in the community.

6. Give the property management the authority to impose fines on owners or renters of residences not adhering to an agreed upon code of conduct. In addition, giving the management the authority to evict problem tenants or request prosecution against those found to be trespassing in vacant residences and seek reimbursement from the property owners.
7. Continue to work with APD on enforcement efforts and help identify areas of concern within the community.

Please feel free to contact me if you wish to discuss anything further.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ron Bernal, Director of Public Works/City Engineer *ROB*

SUBJECT: Drought/Water Conservation

RECOMMENDED ACTION

It is recommended that the City Council provide direction and make a motion to set a public hearing for May 12, 2015 to consider adopting mandatory water conservation measures due to ongoing drought conditions (Attachment A).

STRATEGIC PURPOSE

In order to meet the requirements of recent restrictions placed on water agencies by Governor Jerry Brown's Executive Order B-29-15 (Attachment C); Contra Costa Water District's (CCWD) most recent requirement that water customers meet water use reductions of 25%; and to comply with the State Water Resources Control Board (SWRCB) Emergency Regulations for Drought Emergency Water Conservation, dated March 27, 2015 and effective May 12, 2015; the Public Works Department is asking the City Council to implement Stage III of the City's Water Shortage Contingency Plan adopted in June 2011 as part of the City's Urban Water Management Plan, which mandates conservation rules. This supports:

- Strategy K-1 to reduce water usage; and
- Strategy K-2 to protect the City's Water Rights and deliver high quality water to our customers.

FISCAL IMPACT

Executive Order B-29-15, issued on April 1, 2015, requires urban water suppliers develop rate structures including fees and penalties to maximize water conservation consistent with statewide water restrictions. Stage III of the City's Water Shortage Contingency Plan allows for rate changes to be implemented to penalize excess usage. The City is in the process of revising its rate structure which includes penalties for excess usage/incentives for conservation.

DISCUSSION

Emergency Regulations for Drought Emergency Water Conservation dated March 27, 2015, issued by the SWRCB require large urban water suppliers serving more than 3,000 connections do the following:

- Impose restrictions on outdoor irrigation;
- Notify customers of leaks within the customers control;
- Report on water use monthly; and
- Report on compliance and enforcement.

Water agencies must have a drought program addressing all of the above requirements in place by May 12, 2015. In order to comply, the Public Works Department is required to initiate Stage III of the City's Water Shortage Contingency Plan from the City's adopted Urban Water Management Plan. Those mandatory conservation rules are:

- During Stage III of a water supply shortage, the shortage is deemed severe at 20% to 35%, and conservation consists of allotments and mandatory conservation rules.
- This phase becomes effective upon notification by the City that water usage is to be reduced by a mandatory percentage.
- Violations of prohibited activities are punishable by fines of up to \$500 for each day in which the violation occurs.

The SWRCB can issue cease and desist orders against water agencies that do not impose mandatory outdoor irrigation restrictions upon their customers. Water suppliers that violate cease and desist orders are subject to civil liability of up to \$10,000 a day.

Water Use Reduction Requirements

The Governor's Executive Order prescribes 25% reduction across the state with reductions proportionate to relative per capita 2013 water usage. While the SWRCB has not yet issued its final determination on the reduction tiers, its preliminary assessment indicates the City's program is in the 25% tier. The Program proposes to apply the 25% across all customer classes with a pricing adjustment being applied to those that are using water beyond efficient levels for public health and safety. Customer outreach and public education will highlight the many resources available to help customers save both water and money.

The City will require all its customers to reduce usage by 25% with a focus on outdoor irrigation. Attachment A identifies proposed mandatory irrigation restrictions and proposed fines, allowing customers to only irrigate three days per calendar week. Customers will be advised of their watering schedule by letter. The days per week will be determined by odd/even addresses. These proposed actions are necessary to address regulatory mandates affecting water operations.

Council adopted prohibitions with 15% conservation measures by Resolution (2014/79) on August 18, 2014; and the following prohibitions are identified in the City's Municipal Code §6-10-04 Nonessential Use of Water Prohibited: (A) At all times, no person shall use any water provided by the city for a nonessential purpose. (B) For the purposes of this chapter, each of the following is declared a nonessential use of water:

1. Permitting water to flow onto a sidewalk, driveway or street, or escape down a gutter, ditch or other service drain;
2. Outside watering that results in excessive flooding or runoff into a gutter, drain, walkway or street;

3. Using city-furnished water for non-recirculating decorative fountains or filling of decorative lakes or ponds;
4. Washing of paved or other hard surface areas, including sidewalks, walkways, driveways, patios and parking areas with city-furnished water;
5. Failing to repair a controllable leak of water and/or
6. Using a hose without an automatic shutoff nozzle.

In order to comply with the most recent mandates from SWRCB and meet water use reductions of 25%, the Public Works Department is updating the list of Water Use Prohibitions to be considered by Council for adoption by resolution after a Public Hearing on May 12.

Water Use Prohibitions

Single Family and Multi-Family Residential Customers:

- a. Watering of outdoor landscapes in a manner that causes excessive runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.
- b. *Watering of outdoor landscapes during and up to 48 hours after measurable rainfall.
- c. *Watering of outdoor landscapes more than three days per week.
- d. *Watering of outdoor landscapes during the daylight hours of 9:00 am – 5:00 pm.
- e. Washing a vehicle, trailer or boat using a hose without a shut off nozzle.
- f. Washing paved or other hard-surfaced areas, including sidewalks, walkways, driveways, patios, and parking areas.
- g. Use of water for non-recirculating decorative fountains or filling decorative lakes or ponds.
- h. Using a hose without an automatic shutoff nozzle.
- i. Failing to repair a controllable leak.

Non-Residential Customers:

- a. Watering of outdoor landscapes in a manner that causes excessive runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.
- b. *Watering of outdoor landscapes during and up to 48 hours after measurable rainfall.
- c. *Watering of outdoor landscapes more than three days per week unless an exception is granted by the City.
- d. *Watering of outdoor landscapes during the daylight hours of 9:00 am – 5:00 pm.
- e. Washing a vehicle, trailer or boat using a hose without a shut off nozzle.

- f. Washing paved or other hard-surfaced areas, including sidewalks, walkways, driveways, patios, and parking areas.
- g. Use of water for non-recirculating decorative fountains or filling decorative lakes or ponds.
- h. Using a hose without an automatic shutoff nozzle.
- i. Failing to repair a controllable leak.
- j. *Serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.
- k. *Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. A notice shall be prominently displayed in each bathroom.

* New prohibitions to those already adopted by Council

Fines for Violations of Prohibitions

Fines for violations of prohibitions (infractions under the Antioch Municipal Code) will be as follows:

Fine for first violation:	\$100.00/day
Fine for second violation:	\$200.00/day
Fine for third and subsequent violations	\$500.00/day

Water Conservation Incentives

Contra Costa Water District (CCWD) offers several rebate and incentive programs to help customers improve their water use efficiency. As the City of Antioch purchases raw water from CCWD, Antioch's residents are eligible to participate in these programs:

- Residential High-Efficiency Clothes Washer Rebates
- Water-Efficient Landscape Rebates
- Commercial High-Efficiency Clothes Washer Rebates
- Smart Sprinkler Timer Rebates
- Commercial Irrigation Equipment Rebates

More information about these offers is available on CCWD's website: www.ccwater.com

Next Steps

Upon receipt of Council's direction, as necessary, staff will revise, modify or add restrictions and present this information to the Council at a noticed Public Hearing on May 12, 2015. At this hearing, by resolution, the Council will be establishing the City's drought and water conservation mandates and establishing the ability to fine individuals who violate the mandates.

The State Water Resources Control Board has not yet adopted additional restrictions outlined in Executive Order B-29-15. If these or other restrictions are adopted by the State, staff will bring modifications for Council consideration and adoption.

ATTACHMENTS

- A. Restrictions and Penalties
- B. News Release from CCWD
- C. Executive Order B-29-15

Water Use Prohibitions and Fines for Violations

Attachment A

Water Use Prohibitions Single Family and Multi-Family Residential Customers:

- a. Watering of outdoor landscapes in a manner that causes excessive runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.
- b. *Watering of outdoor landscapes during and up to 48 hours after measurable rainfall.
- c. *Watering of outdoor landscapes more than three days per week.
- d. *Watering of outdoor landscapes during the daylight hours of 9:00 am – 5:00 pm.
- e. Washing a vehicle, trailer or boat using a hose without a shut off nozzle.
- f. Washing paved or other hard-surfaced areas, including sidewalks, walkways, driveways, patios, and parking areas.
- g. Use of water for non-recirculating decorative fountains or filling decorative lakes or ponds.
- h. Using a hose without an automatic shutoff nozzle.
- i. Failing to repair a controllable leak of water.

Water Use Prohibitions Non-Residential Customers:

- a. Watering of outdoor landscapes in a manner that causes excessive runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.
- b. *Watering of outdoor landscapes during and up to 48 hours after measurable rainfall.
- c. *Watering of outdoor landscapes more than three days per week.
- d. *Watering of outdoor landscapes during the daylight hours of 9:00 am – 5:00 pm.
- e. Washing a vehicle, trailer or boat using a hose without a shut off nozzle.
- f. Washing paved or other hard-surfaced areas, including sidewalks, walkways, driveways, patios, and parking areas.
- g. Use of water for non-recirculating decorative fountains or filling decorative lakes or ponds.
- h. Using a hose without an automatic shutoff nozzle.
- i. Failing to repair a controllable leak of water.
- j. *Serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.
- k. *Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. A notice shall be prominently displayed in each bathroom.

*New prohibitions to those already adopted by Council

Fines for Violations of Prohibitions

Fine for first offense:	\$100.00/day
Fine for second offense:	\$200.00/day
Fine for third and each subsequent offense:	\$500.00/day

ATTACHMENT "B"

News Release



For Immediate Release: April 16, 2014

Contact: Jennifer Allen, 925-688-8041 (office) / 925-297-9739 (cell)

CCWD Adopts 25% Drought Program Consistent with State Mandate/Prohibitions

Continued drought conditions prompt unprecedented action locally and statewide

CONCORD - On April 15, the Contra Costa Water District (CCWD) Board of Directors unanimously approved an update to their existing drought program to now require 25 percent water use conservation and implement additional prohibitions deemed wasteful during drought times. This update responds to the Governor's order announced on April 1 mandating a 25 percent reduction in water use statewide; this statewide mandate on water conservation is a first in California.

While California is experiencing serious continued drought conditions, local agencies are putting together updated programs to encourage conservation. The CCWD Board of Directors approved updates to their program requiring 25 percent conservation and implementing additional prohibitions on wasteful water use during a drought - such as limiting outdoor irrigation to no more than twice a week.

In addition, at a public hearing on June 3, the Board will consider a temporary pricing adjustment on the unit cost of water, a fine for violations of the prohibitions, and adjusting the baseline to 2013 water use - all in compliance with the state regulations. As proposed, the temporary pricing adjustment would only apply to households using over 200 gallons per day and would end once the emergency order is lifted.

Beyond local conservation programs, the state is taking action to implement projects intended to encourage conservation. The Save Our Water campaign is being broadcast statewide.

In an effort to protect water quality in the Delta for water users and fish, the state is moving forward with a rock barrier that would physically help deter sea water intrusion into the southern part of the Delta. Why should CCWD care about this barrier? It all comes down to water quality. CCWD's water intakes are in the Delta, and salinity intrusion from the Bay is an issue for water quality. With drought conditions, less fresh water is available to flow through the Delta. While this temporary barrier could cause temporary inconveniences for those using those waterways, CCWD supports the decision to install the barrier as the water quality implications could have longer term impacts on Delta water users, fish, the environment, etc... The last time the state did this was during the 1977 drought.

All said, this drought is serious and agencies are implementing actions that are necessary to protect residents and the environment. Some are unprecedented, but so are the drought conditions statewide.

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Contra Costa Water District • 1331 Concord Avenue, P.O. Box H2O • Concord, CA 94524 • 925-688-8000 • www.ccwater.com

The Contra Costa Water District (CCWD) is a public utility that provides water to approximately 500,000 people in Central and Eastern Contra Costa County. CCWD provides water to the cities of Clayton, Contra Costa, Eschscholtz, Fort Costa and parts of Martinez, Pittsburg, and Walnut Creek. Additionally, CCWD sells wholesale treated water to the city of Antioch and the Golden State Water Company in Bay Point. CCWD also provides water to the Piedmont Area Water Treatment Plant in Orland, California, to the Delta State Water Company in Bay Point, and the city of Fremont. CCWD also provides water to the cities of Antioch and Eschscholtz. For more information, please contact our customer service department.

ATTACHMENT "C"

Executive Department

State of California

EXECUTIVE ORDER B-29-15

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and

WHEREAS the severe drought conditions continue to present urgent challenges including: drinking water shortages in communities across the state, diminished water for agricultural production, degraded habitat for many fish and wildlife species, increased wildfire risk, and the threat of saltwater contamination to fresh water supplies in the Sacramento-San Joaquin Bay Delta; and

WHEREAS a distinct possibility exists that the current drought will stretch into a fifth straight year in 2016 and beyond; and

WHEREAS new expedited actions are needed to reduce the harmful impacts from water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the Government Code, I find that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.



C1

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my January 17, 2014 Proclamation, my April 25, 2014 Proclamation, and Executive Orders B-26-14 and B-28-14 remain in full force and effect except as modified herein.

SAVE WATER

2. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.
3. The Department of Water Resources (the Department) shall lead a statewide initiative, in partnership with local agencies, to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes. The Department shall provide funding to allow for lawn replacement programs in underserved communities, which will complement local programs already underway across the state.
4. The California Energy Commission, jointly with the Department and the Water Board, shall implement a time-limited statewide appliance rebate program to provide monetary incentives for the replacement of inefficient household devices.
5. The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by Directive 2 of this Executive Order.
6. The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.
7. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.

8. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations, as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

INCREASE ENFORCEMENT AGAINST WATER WASTE

9. The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.
10. The Water Board shall require frequent reporting of water diversion and use by water right holders, conduct inspections to determine whether illegal diversions or wasteful and unreasonable use of water are occurring, and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. Pursuant to Government Code sections 8570 and 8627, the Water Board is granted authority to inspect property or diversion facilities to ascertain compliance with water rights laws and regulations where there is cause to believe such laws and regulations have been violated. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
11. The Department shall update the State Model Water Efficient Landscape Ordinance through expedited regulation. This updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It will also require reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015. The Department shall provide information on local compliance to the Water Board, which shall consider adopting regulations or taking appropriate enforcement actions to promote compliance. The Department shall provide technical assistance and give priority in grant funding to public agencies for actions necessary to comply with local ordinances.
12. Agricultural water suppliers that supply water to more than 25,000 acres shall include in their required 2015 Agricultural Water Management Plans a detailed drought management plan that describes the actions and measures the supplier will take to manage water demand during drought. The Department shall require those plans to include quantification of water supplies and demands for 2013, 2014, and 2015 to the extent data is available. The Department will provide technical assistance to water suppliers in preparing the plans.

13. Agricultural water suppliers that supply water to 10,000 to 25,000 acres of irrigated lands shall develop Agricultural Water Management Plans and submit the plans to the Department by July 1, 2016. These plans shall include a detailed drought management plan and quantification of water supplies and demands in 2013, 2014, and 2015, to the extent that data is available. The Department shall give priority in grant funding to agricultural water suppliers that supply water to 10,000 to 25,000 acres of land for development and implementation of Agricultural Water Management Plans.
14. The Department shall report to Water Board on the status of the Agricultural Water Management Plan submittals within one month of receipt of those reports.
15. Local water agencies in high and medium priority groundwater basins shall immediately implement all requirements of the California Statewide Groundwater Elevation Monitoring Program pursuant to Water Code section 10933. The Department shall refer noncompliant local water agencies within high and medium priority groundwater basins to the Water Board by December 31, 2015, which shall consider adopting regulations or taking appropriate enforcement to promote compliance.
16. The California Energy Commission shall adopt emergency regulations establishing standards that improve the efficiency of water appliances, including toilets, urinals, and faucets available for sale and installation in new and existing buildings.

INVEST IN NEW TECHNOLOGIES

17. The California Energy Commission, jointly with the Department and the Water Board, shall implement a Water Energy Technology (WET) program to deploy innovative water management technologies for businesses, residents, industries, and agriculture. This program will achieve water and energy savings and greenhouse gas reductions by accelerating use of cutting-edge technologies such as renewable energy-powered desalination, integrated on-site reuse systems, water-use monitoring software, irrigation system timing and precision technology, and on-farm precision technology.

STREAMLINE GOVERNMENT RESPONSE

18. The Office of Emergency Services and the Department of Housing and Community Development shall work jointly with counties to provide temporary assistance for persons moving from housing units due to a lack of potable water who are served by a private well or water utility with less than 15 connections, and where all reasonable attempts to find a potable water source have been exhausted.
19. State permitting agencies shall prioritize review and approval of water infrastructure projects and programs that increase local water supplies, including water recycling facilities, reservoir improvement projects, surface water treatment plants, desalination plants, stormwater capture, and greywater systems. Agencies shall report to the Governor's Office on applications that have been pending for longer than 90 days.

20. The Department shall take actions required to plan and, if necessary, implement Emergency Drought Salinity Barriers in coordination and consultation with the Water Board and the Department of Fish and Wildlife at locations within the Sacramento - San Joaquin delta estuary. These barriers will be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for essential human health and safety uses in 2015 and in the future.
21. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals for the purpose of installation of the Emergency Drought Salinity Barriers.
22. The Department shall immediately consider voluntary crop idling water transfer and water exchange proposals of one year or less in duration that are initiated by local public agencies and approved in 2015 by the Department subject to the criteria set forth in Water Code section 1810.
23. The Water Board will prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages. As the Department of Public Health's drinking water program was transferred to the Water Board, any reference to the Department of Public Health in any prior Proclamation or Executive Order listed in Paragraph 1 is deemed to refer to the Water Board.
24. The California Department of Forestry and Fire Protection shall launch a public information campaign to educate the public on actions they can take to help to prevent wildfires including the proper treatment of dead and dying trees. Pursuant to Government Code section 8645, \$1.2 million from the State Responsibility Area Fire Prevention Fund (Fund 3063) shall be allocated to the California Department of Forestry and Fire Protection to carry out this directive.
25. The Energy Commission shall expedite the processing of all applications or petitions for amendments to power plant certifications issued by the Energy Commission for the purpose of securing alternate water supply necessary for continued power plant operation. Title 20, section 1769 of the California Code of Regulations is hereby waived for any such petition, and the Energy Commission is authorized to create and implement an alternative process to consider such petitions. This process may delegate amendment approval authority, as appropriate, to the Energy Commission Executive Director. The Energy Commission shall give timely notice to all relevant local, regional, and state agencies of any petition subject to this directive, and shall post on its website any such petition.



26. For purposes of carrying out directives 2–9, 11, 16–17, 20–23, and 25, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions. This suspension, and those specified in paragraph 9 of the January 17, 2014 Proclamation, paragraph 19 of the April 25, 2014 proclamation, and paragraph 4 of Executive Order B-26-14, shall remain in effect until May 31, 2016. Drought relief actions taken pursuant to these paragraphs that are started prior to May 31, 2016, but not completed, shall not be subject to Division 13 (commencing with section 21000) of the Public Resources Code for the time required to complete them.
27. For purposes of carrying out directives 20 and 21, section 13247 and Chapter 3 of Part 3 (commencing with section 85225) of the Water Code are suspended.
28. For actions called for in this proclamation in directive 20, the Department shall exercise any authority vested in the Central Valley Flood Protection Board, as codified in Water Code section 8521, et seq., that is necessary to enable these urgent actions to be taken more quickly than otherwise possible. The Director of the Department of Water Resources is specifically authorized, on behalf of the State of California, to request that the Secretary of the Army, on the recommendation of the Chief of Engineers of the Army Corps of Engineers, grant any permission required pursuant to section 14 of the Rivers and Harbors Act of 1899 and codified in section 48 of title 33 of the United States Code.
29. The Department is directed to enter into agreements with landowners for the purposes of planning and installation of the Emergency Drought Barriers in 2015 to the extent necessary to accommodate access to barrier locations, land-side and water-side construction, and materials staging in proximity to barrier locations. Where the Department is unable to reach an agreement with landowners, the Department may exercise the full authority of Government Code section 8572.
30. For purposes of this Executive Order, chapter 3.5 (commencing with section 11340) of part 1 of division 3 of the Government Code and chapter 5 (commencing with section 25400) of division 15 of the Public Resources Code are suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.

31. In order to ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended for directives 17, 20, and 24. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 1st day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

C7



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Lynn Tracy Nerland, City Attorney *LTN*
SUBJECT: Drought Ordinance Update

RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve by motion the reading of the ordinance by title only; and
2. Introduce the Ordinance (Attachment A) amending sections of the Antioch Municipal Code to update drought procedures in Chapter 10 of Title 6, "Drought Management Regulations and Water Conservation."

STRATEGIC PURPOSE

This action addresses the following long term goals:

Long Term Goal K: Public Works & Engineering. Designing, building, operating, maintaining, stewarding and enhancing Antioch's assets and resources in partnership with the community.

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.

FISCAL IMPACT

The Governor's declared of a State of Emergency due to severe drought conditions on January 17, 2014 requiring efforts to conserve water and then again on April 25, 2014, which was augmented by the Governor's Executive Order B-29-15 issued on April 1, 2015 and implementing regulations from the State Water Resources Control Board on March 17, 2015 and April 1, 2015. Failure to take the required actions can subject the City to significant daily fines of up to \$10,000. The proposed ordinance provides the flexible legal framework in the Municipal Code for the actions that the City is required to take regarding water conservation now and in the future.

DISCUSSION

In 2009, the City Council adopted an ordinance (Chapter 10 of Title 6) and resolution (Resolution 2009/24) to address the water shortage at that time. The City Council did not officially rescind the 2009 resolution, but subsequently adopted the Urban Water Management Plan, as required by law, on June 14, 2011, which includes a Water

Shortage Contingency Plan with certain stages of actions and conditions that would occur with increasing severities in a water supply shortage. With the recent declaration of a Statewide State of Emergency due to severe drought conditions, the State is imposing requirements on urban water providers like the City of Antioch. In addition, Contra Costa Water District, from which the City purchases water when the salinity content is too high to pump water from the San Joaquin River, has also imposed requirements on those customers. We are currently purchasing at an increased cost all of the City's water needs from CCWD because of the poor quality of water in the San Joaquin River due in part to the drought.

This constantly-evolving emergency situation and the various regulations from various sources with which the City needs to comply suggests that a more flexible ordinance in the Municipal Code would allow the City to act more nimbly in response through resolutions.

Accordingly, certain provisions are recommended for removal from the ordinance and Municipal Code; so that they may be addressed more appropriately by resolution as conditions change as shown on the attached redline. The proposed ordinance also makes it clearer as to the enforcement mechanisms that can be used to ensure compliance with the ordinance and any implementing resolution or regulations. Following the State's approach, violations of the drought restrictions shall be deemed infractions under the Antioch Municipal Code and subject to the fines set forth in Chapter 5 of Title 1 (\$100 for a first violation; \$200 for a second violation; and \$500 for a subsequent violation).

ATTACHMENTS

- A. Proposed Ordinance amending sections of Chapter 10 of Title 6 regarding Drought Management Regulations and Water Conservation

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTIONS OF CHAPTERS 10 TITLE 6 OF THE ANTIOCH
MUNICIPAL CODE REGARDING DROUGHT MANAGEMENT REGULATIONS
AND WATER CONSERVATION**

IT IS HEREBY ORDAINED by the City Council of the City of Antioch as follows:

SECTION 1: Chapter 10 of Title 6 of the Antioch Municipal Code is amended in its entirety to read as follows:

- 6-10.01 Introduction and findings
- 6-10.02 Declaration of water shortage
- 6-10.03 Allocation of water
- 6-10.04 Nonessential use of water prohibited
- 6-10.05 Excessive use of water
- 6-10.06 Rules and variances
- 6-10.07 Enforcement _____

§ 6-10.01 INTRODUCTION AND FINDINGS.

(A) The city purchases both raw and treated water from the Contra Costa Water District (CCWD) which the city subsequently treats, distributes and sells to our residential, commercial and industrial customers. In addition, the city does have a pre-1914 "non-statutory" appropriative right that allows the city to take raw water directly from the San Joaquin River when the quality is determined to be suitable for municipal use. Even under the most favorable conditions, the city obtains the largest percentage of our raw water from CCWD.

(B) CCWD is part of the federal water project, Central Valley Project (CVP), controlled by the United States Bureau of Reclamation. ~~Because California is currently experiencing a third consecutive year of below normal rainfall and because federal reservoirs continue to be at below normal levels for this time of year, the Bureau of Reclamation has decided to reduce the amount of water available to users including CCWD, which is the largest municipal contractor of the CVP; additionally, the CVP is CCWD's primary source of untreated water.~~

~~(C) Due to the Bureau of Reclamation decreasing CCWD's 2009 water allocations to 55% of historical use, CCWD has requested that their wholesale water customers, such as the city, establish drought management regulations with a goal of achieving 15% reductions in water use based on their historical average consumption for the three-year period 2005-2007. The focus on our~~

~~drought management regulations and 15% water reduction goal would be on reducing outside water use while minimizing impacts on jobs and the economy. In addition, CCWD has implemented an excessive use penalty for consumption that does not meet specific requirements outlined in their 15% reduction program.~~

(D) On March 24, 2009, the City Council adopted Resolution No. 2009/24 declaring a water shortage emergency and directing the preparation of a drought emergency program ordinance, which was adopted as Ordinance No. 2026-C-S on May 26, 2009 and codified as Chapter 10 of Title 6 of the Antioch Municipal Code. The focus of the drought management regulations and 15% water reduction goals would be on reducing outside water use while minimizing impacts on jobs and the economy, as well as ensuring that the city has the resources to pay any excess use penalty imposed by CCWD.

(E) On June 14, 2011, the Council adopted an Urban Water Management Plan, which includes Chapter 5.5, "Water Shortage Contingency Plan," that describes the actions to be taken in the event of various stages of a water supply shortage. The city intends to implement an extensive customer outreach and public education program to help ensure that customers are knowledgeable about the 15% water reduction goals. The city will provide educational information, services and resources to assist customers in establishing and meeting their water reduction goal.

~~(F) The City Council finds that the notice of the consideration of this chapter was published pursuant to the requirements of Cal. Water Code § 352. On January 17, 2014, Governor Edmund G. Brown Jr. issued Proclamation No. 1-17-204 declaring a State of Emergency to exist in California due to severe drought conditions and calling on Californians to reduce their water usage by 20 percent which was continued on April 25, 2014 and implemented by regulations adopted by the State Water Resources Control Board (23 CCR section 863 et seq.). The City Council adopted Resolution No. 2014/79 updating the City's Drought Management Program and reiterated prohibited activities and established a 15% voluntary water reduction goal consistent With CCWD's Drought Management Program established by Resolution No. 14-06.~~

(G) On April 1, 2015, Governor Brown issued Executive Order B-29-15 requiring further water conservation measures including further regulations from the State Water Resources Control Board applicable to urban water providers including the city and CCWD.

§ 6-10.02 DECLARATION OF WATER SHORTAGE.

~~(A) By resolution and pursuant to California Water Code section 350 et seq., the City Council may declare a water shortage and implement drought management regulations in accordance with State laws, regulations of CCCWD,~~

~~the City's Urban Water Management Plan or other regulations as needed. In accordance with the California Water Code, the City Council recognizes the need to implement drought management regulations. Council hereby finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the city and that there could be insufficient water for human consumption, sanitation and fire protection unless regulations and water conservation goals specified herein are implemented.~~

~~—(B) The regulations specified herein shall be effective from the effective date of this chapter until such time as the City Council declares that the condition has ended.~~

§ 6-10.03 ALLOCATION OF WATER.

A declaration of water shortage may include a mandated reduction amount or allocation of water.

~~—(A) In order to achieve the recommended 15% water conservation reduction goal, the city does hereby allocate as follows:~~

<i>CUSTOMER TYPE</i>	<i>ALLOCATION</i>
Each single-unit residence	15% below historical use
Apartments and condominiums	15% below historical use
Commercial	15% below historical use
Industrial	5% below historical use
Municipal/Institutional	15% below historical use
Landscaping	15% below historical use

~~—(B) Historical use shall be determined by averaging the corresponding month's actual use for the years 2005, 2006 and 2007. The water use year of 2008 will not be considered in the historical use calculation due to many customers already implementing water conservation measures. If there has not been water service at a location since 2005, the available corresponding monthly consumption history will be used. For residential customers who began water service in 2008 or later, the monthly consumption goal of 20 units will be used.~~

§ 6-10.04 NONESSENTIAL USE OF WATER PROHIBITED.

(A) At all times, nNo person shall use any water provided by the city for a nonessential purpose.

(B) For the purposes of this chapter, each of the following is declared a nonessential use of water:

(1) Permitting water to flow onto a sidewalk, driveway or street, or escape down a gutter, ditch or other service drain;

(2) Outside watering that results in excessive flooding or runoff into a gutter, drain, walkway or street;

(3) Using city-furnished water for non-recirculating decorative fountains or filling of decorative lakes or ponds;

(4) Washing of paved or other hard surface areas, including sidewalks, walkways, driveways, patios and parking areas with city-furnished water;

(5) Failing to repair a controllable leak of water; and/or

(6) Using a hose without an automatic shutoff nozzle.

§ 6-10.05 EXCESSIVE USE OF WATER.

By resolution, the City Council may determine whether certain consumption amounts are excessive and beyond an established allocation and thus impose a penalty for such consumption as a violation of the law. All customers that have a monthly consumption of 21 units or more and who do not meet their established 15% water reduction goal, will be subject to an excess use charge, of four times the quantity charge applied to consumption in excess of their reduction goal if excessive use charges are imposed upon the city by CCWD. All customers who increase their usage above their historical use will also be subject to an excess use charge of four times the quantity charge applied to consumption in excess of their historical use for the amount of the overage if excessive use charges are imposed upon the city by CCWD.

§ 6-10.06 RULES AND VARIANCES.

(A) Pursuant to a resolution of the City Council declaring a water shortage and or the need for drought management efforts, Tthe City Manager and/or his designee are hereby authorized to promulgate further rules and regulations further implementing the policies in this chapter and the resolution. The City Manager and/or his designee is also authorized to settle disputes regarding definitions of terms, applicability and other disputes or questions that may arise regarding the implementation of this chapter. Requests for dispute resolution shall be made in writing to the City Manager and/or his designee.

(B) The City Manager and or his designee are also authorized to provide procedures for, and to consider, grant, or deny requests for variances or exceptions to the provisions of this chapter. For example, provisions shall be made for exceptions of this water reduction goal based upon medical needs.

(C) Any appeals shall be made through the appeals process set by Chapter 4

of Title 1 of the Antioch Municipal Code.

§ 6-10.07 ENFORCEMENT

A violation of any provision of this chapter or any resolution or rule adopted pursuant to this chapter is deemed to be an infraction and subject to the fines set forth in Chapter 5 of Title 1 of the Municipal Code, as well as any remedies set forth in Chapter 2 of Title 1. In addition, a violation of any provision of this chapter or any resolution or rule adopted pursuant to this chapter is deemed a public nuisance pursuant to Chapter 1 of Title 5 of the Antioch Municipal Code and subject to the any remedies available to address a public nuisance.

SECTION 2: If any section, sentence, clause, phrase, or portion of this Ordinance or the chapters of the Antioch Municipal Code it amends is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections, sentences, clauses, phrases, or portions of this Ordinance and those chapters shall nonetheless remain in full force and effect. The City Council hereby declares that it would have adopted each section, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, sentences, clauses, phrases, or portions of this Ordinance or the chapters it amends be declared invalid or unenforceable and, to that end, the provisions of this Ordinance are severable one from the other and from the provisions of the chapters this Ordinance amends.

SECTION 3: Any provisions of the Antioch Municipal Code, or appendices thereto, or any other ordinance of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 4. This ordinance is not a project within the meaning of Section 15378 of the State CEQA (California Environmental Quality Act) Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guideline section 16061 (b) (3) because it can be seen with certainty to have no possibility of a significant effect on the environment. Further, the Governor's Executive Order B-29-15 dated April 1, 2015 regarding the Statewide State of Emergency due to severe drought conditions suspends the requirements of CEQA in order to implement the requirements of that Executive Order.

SECTION 5: This ordinance shall take effect upon adoption pursuant to California Water Code section 375 and shall be published in accordance with the California Water Code section 375.

* * * * *

This Ordinance was introduced at a regular meeting of the City Council of the

City of Antioch held on the 28th day of April, 2015, and passed and adopted at a regular meeting of the City Council held on the ____ day of May 2015, by the following vote:

Ayes:

Noes:

Absent:

Wade Harper, Mayor

ATTEST:

Arne Simonsen, City Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynn Tracy Nerland, City Attorney

SUBJECT: Update Procedures in Sewer System Ordinance and Water System Ordinance

RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve by motion the reading of the ordinance by title only; and
2. Introduce the Ordinance (Attachment A) amending sections of the Antioch Municipal Code to update procedures regarding water and sewer service charges in Chapter 4 of Title 6, "Sewer System" and Chapter 5 of Title 6, "Water System." This action does not approve any rate increases.

STRATEGIC PURPOSE

This action addresses the following long term goals:

Long Term Goal K: Public Works & Engineering. Designing, building, operating, maintaining, stewarding and enhancing Antioch's assets and resources in partnership with the community.

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.

FISCAL IMPACT

The proposed revisions to the Antioch Municipal Code updating the procedures for the water and sewer service charges do not increase rates. Some of the Municipal Code provisions date back to the last major Municipal Code codification process in 1966 and do not reflect the operations of the systems or the status of the law. For example, the proposed revisions delete references to bi-monthly charges as the charges are handled monthly now. In addition, the proposed revisions create a clearer process for a customer to apply for a sewer rate adjustment because of a unique situation that is not addressed in the current rate structure, such as what is currently being discussed with the School District. Therefore, whether the City Council chooses at a later date to adjust the water and sewer rates, it is still important for the Municipal Code to reflect current operations and the law in 2015.

DISCUSSION

The City does not have the staff or resources to methodically review and update the Municipal Code. However, when staff is looking at a particular matter and issues are raised regarding outdated or inaccurate Municipal Code sections, staff does try to bring

forward appropriate amendments for the City Council's consideration. This occurred recently with the business license tax ballot measure and update of the business license ordinance, as well as with updates to the Code Enforcement/nuisance ordinance.

In the process of preparing the Water and Sewer Rate Study which was presented to the City Council on March 24, 2015, it was determined that provisions of the current Municipal Code were out-of-date regardless of what action the City Council decides to take regarding the proposed increases to the rates and capacity charges on May 12, 2015. Some of these provisions are out of date because they do not reflect current operations and some are out of date because they do not reflect California law regarding utility rates and charges. Therefore, in summary, the proposed ordinance:

- Provides explicitly that water and sewer capacity charges are imposed on new service connections, as established by resolution, which is the current practice.
- Clarifies deposit and reconnection procedures to be consistent with current practice.
- Eliminates reliance on outdated ordinances adopted in 1923 and 1942 with respect to water rates charged to County Housing Authority, as the rates charged now are consistent with the current Master Fee Schedule.
- Eliminates automatic higher rates for out-of-city customers to ensure that all rates reflect the cost of service as required under the law, but provides a mechanism for such customers to enter into a contract with the City for service.
- Eliminates caps on water service meter charges because of the legal restrictions on rates reflecting the cost of service.
- Creates a clearer process for a customer to apply for a sewer rate adjustment because of a unique situation that is not addressed in the current rate structure, such as when a significant portion of water is being diverted from the sewers.
- Memorializes the grandfathering of the monthly water service charge exemption for low-income senior citizens who qualified prior to April 26, 2011.
- Revised the outdated language regarding when water and sewer bills are delinquent to provide additional time before delinquency and that a 5% penalty will be assessed for late payments instead of the 10% penalty set forth in the current Municipal Code, which has not been collected because of the confusion with the language (e.g. penalty assessed 30 days after "meter reading" which is not typically a date known to the customer). Brentwood and Oakley have a similar 5% late penalty; whereas, Pittsburg and Discovery Bay charge 10%.

ATTACHMENTS

- A. Proposed Ordinance amending sections of Chapters 4 and 5 of Title 6 regarding Water and Sewer Service

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTIONS OF CHAPTERS 4 AND 5 OF TITLE 6 OF THE
ANTIOCH MUNICIPAL CODE REGARDING
WATER AND SEWER SERVICE CHARGES**

WHEREAS, the City's water service charges are governed by Chapter 5 of Title 6 of the Antioch Municipal Code; and

WHEREAS, the City's sewer service charges are governed by Chapter 4 of Title 6 of the Antioch Municipal Code; and

WHEREAS, the City Council desires to amend certain Municipal Code provisions relating to water and sewer service.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the City Council of the City of Antioch as follows:

SECTION 1: Subdivision (A) of Antioch Municipal Code section 6-4.202, "Connections With Municipal Sewer System," is hereby amended to read as follows:

(A) Required. No person owning any premises within the city on which the nearest outlet of the plumbing system of such premises is located within 200 feet from the point at which a connection can be made to the municipal sewer system, and upon which any sewage (exclusive old industrial sewage or industrial wastes) is produced, shall use any means of sewage disposal other than through the municipal sewer system. Every person owning any premises so located and upon or in which any sewage (exclusive of industrial sewage or industrial wastes) is produced shall be required to connect such premises to the municipal sewer system within 30 days from the date when a main sewer or lateral sewer located within the distance specified in this division is completed and available for connection to such premises. Applicants for new sewer connections shall pay the sewer capacity charge designated by resolution.

[all other provisions of section 6-4.202 shall remain unchanged]

SECTION 2: Antioch Municipal Code section 6-4.204, "Monthly Charges," is hereby amended to read as follows in its entirety:

(A) For the purpose of providing funds for the payment of the costs of the maintenance and operation of the municipal sewer disposal system, there are hereby levied and assessed upon all premises having, or

required by the provisions of this article to have, any sewer connection with, or discharging or required to discharge sewage into or through, the municipal sewer system monthly sewer service charges for the services and facilities for the treatment and disposal of sewage furnished or available to such premises by the municipal sewer disposal system.

- (B) Such charges shall be established from time to time by resolution of the Council or amendments thereto. For periods of service of less than one month, the sewer service charges shall be prorated in a like manner as the charges for water service are prorated.
- (C) For premises where no portion of the water received from any source is consumed in the principal activity of the discharger or is removed from the premises by means other than community sewers, the wastewater disposal charge shall be applied against the total amount of water used from all sources. The amount of City water received will be determined by registration on a City meter. The amount of water used from other sources will be determined by means of a meter installed at the expense of the discharger and approved by the City or by an estimate prepared by the City, after the discharger obtains a permit in accordance with this Ordinance. The discharger shall report to the City the sources of all water used at his premises other than that supplied by the City and shall notify the City of any changes in such sources.
- (D) For premises where a portion of the water received from any source does not flow into community sewers, because of the principal activity of the discharger or removal by other means, the charge for wastewater disposal service will be applied against the volume of water discharging from such premises into community sewers. Written notification and proof of the diversion of water must be provided by the discharger if discharger is to avoid application of the wastewater disposal charge against the total amount of water used from all sources. Discharger may be required to install a meter, of a type and at a location approved by the City and at its own expense, to determine the quantity of water flowing into community sewers. However, where it is impractical to install meters and where the quantity of water diverted from the sewers amounts to more than 20 percent of the total water used, then the charge for wastewater disposal service may be based upon an estimate prepared by the City, after the discharger obtains a permit in accordance with this Ordinance.

SECTION 3: Antioch Municipal Code section 6-4.207, "Bills; Due and Delinquent Dates," is hereby amended to read as follows in its entirety:

A penalty charge of 5% shall be assessed against those charges representing

the sewer service used and service charge if the bill is not paid when due as set forth by resolution.

SECTION 4: Antioch Municipal Code section 6-5.01, "Rates," is hereby amended to read as follows in its entirety:

(A) *Established.* The rates charged for water service shall be as designated by resolution as adopted by the City Council from time to time.

(B) *Exceptions.* The rates established by resolution shall not apply to customers that enter into special contracts or agreements with the city for the provision of water.

(C) *Special exemption; qualifying senior citizens.*

(1) Residents of the city who qualify as set forth in this division shall be exempt from the monthly service charge for five-eighths inch by three-fourths inch and one-inch meters.

(2) The requirements for exemption shall be as follows:

(a) Sixty-two years of age or older or disabled as established by the Social Security Administration Supplemental Income Program for the aged, blind, and disabled; and

(b) 1. Household income as specified in the master fee resolution or less. **HOUSEHOLD INCOME** means the gross income as indicated on the State Income Tax Return. In the case of a husband and wife, it is the amount indicated on their joint return or the sum of the amounts indicated on their individual returns.

2. The household income levels may be amended from time to time by the master fee resolution.

(3) Claims for exemption shall be filed with the Finance Department between May 1 and June 30 of each year. The exemption shall apply to monthly service charges for the fiscal year between July 1 through June 30 immediately following the claim filing period. Claims shall be submitted on forms provided by the city, and all statements thereon shall be made under oath and subject to the penalties of perjury. The Finance Department may require such additional evidence as it deems necessary or appropriate in processing such claims. Any change in the qualification status of the claimant during the fiscal year of the exemption shall be immediately reported by the claimant to the Finance Department.

(4) The exemption shall be limited to service charges paid for the residence dwelling occupied by the claimant; shall apply only when the claimant contributes over 50% to the financial support of the household; and shall apply only to residents who obtained the exemption prior to April 26, 2011.

SECTION 5: Section 6-5.02, "Rates and Service; County Housing Authority," of Antioch Municipal Code is hereby amended to read as follows in its entirety:

The County Housing Authority shall furnish and install the water distribution system within a project. The city shall bill the Housing Authority directly for consumption of water as registered through the single supply meter at the rates established by resolution. Charges for various services shall also be established by resolution.

SECTION 6: Subsections (A) and (C) Section 6-5.04, "Delinquencies," of Antioch Municipal Code is hereby amended to read as follows:

(A) *Shutoff of water.* A penalty charge of 5% shall be assessed against those charges representing the water used and service charge if the bill is not paid when due. A shutoff notice shall be provided at the delinquency threshold set forth by resolution when the city shall disconnect the premises from the water system if the bill is not paid. The city is authorized to make such disconnection, and the water shall remain shut off until payment of the amount is made, together with any service charges or late penalty charges as designated by resolution.

(C) *Absorption of deposit.* If a customer who has made a cash deposit fails to pay a bill for metered service, the Finance Department may apply the deposit insofar as necessary to liquidate the bill and may require that the deposit be restored to its original amount.

[all other provisions of section 6-5.04 shall remain unchanged]

SECTION 7: Section 6-5.09, "Reconnections," of Antioch Municipal Code is hereby amended to read as follows in its entirety:

Section 6-5.09 Disconnections and Reconnections

- (A) The Finance Department shall charge a fee to disconnect service as designated by resolution, which fee may be collected in advance.
- (B) Where the service has been discontinued for failure to make a deposit, or because the premises are vacant or unoccupied, or for any other reason, the Finance Department shall charge a fee for reconnection as designated by resolution, which fee may be collected in advance.

SECTION 8: Section 6-5.18, "Installations, Service Connections, and Fees," of Antioch Municipal Code is hereby amended to read as follows in its entirety:

Applicants for installations, service connections, and change of meter size shall pay the applicable fees designated by resolution, including the water

capacity charge for new service connections.

SECTION 9: If any section, sentence, clause, phrase, or portion of this Ordinance or the chapters of the Antioch Municipal Code it amends is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections, sentences, clauses, phrases, or portions of this Ordinance and those chapters shall nonetheless remain in full force and effect. The City Council hereby declares that it would have adopted each section, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, sentences, clauses, phrases, or portions of this Ordinance or the chapters it amends be declared invalid or unenforceable and, to that end, the provisions of this Ordinance are severable one from the other and from the provisions of the chapters this Ordinance amends.

SECTION 10: Any provisions of the Antioch Municipal Code, or appendices thereto, or any other ordinance of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 11. This ordinance is not a project within the meaning of Section 15378 of the State CEQA (California Environmental Quality Act) Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guideline section 16061 (b) (3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 12: This ordinance shall take effect and be enforced thirty (30) days from and after the date of its final adoption and shall be posted and published in accordance with the California Government Code.

* * * * *

This Ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 28th day of April, 2015, and passed and adopted at a regular meeting of the City Council held on the ___ day of May 2015, by the following vote:

Ayes:
Noes:
Absent:

Wade Harper, Mayor

ATTEST:

Arne Simonsen, City Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 28, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynn Tracy Nerland, City Attorney *LTN*

SUBJECT: Police Services Related to Unruly Gatherings and Nuisances Including When Minors Possess Alcohol or Illegal Drugs

RECOMMENDED ACTION: It is recommended that the City Council:

1. Approve by motion the reading of the ordinance by title only; and
2. Introduce the Ordinance amending Chapter 13 of Title 5 of the Antioch Municipal Code providing for the recovery of police response costs to a loud or unruly gathering including when minors possess alcohol or illegal drugs.

STRATEGIC PURPOSE

Long Term Goal A: Crime Reduction - Reduce crime and improve public safety throughout the City.

Strategy A-2: Strategically deploy police resources and implement community policing strategies.

Strategy C-2: Create a multifaceted team of resources that can assemble to address areas that habitually experience any combination of criminal, illegal, blighted, and nuisance activities and/or conditions.

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.

FISCAL IMPACT

The proposed ordinance enhances the City's existing ability to recover costs for second and subsequent police responses to unruly gatherings and nuisances.

DISCUSSION

Sometime before the recodification of the Municipal Code in 1966, the City Council adopted the existing Chapter 13 of Title 5 related to recovering the cost of police services related to parties and nuisances. It provided for a police services fee, not to

exceed \$1,000, after a first warning at a party, gathering or event. The proposed ordinance amends and enhances that original ordinance in these ways:

1. Expands the Findings and Purpose (Section 5-13.01).
2. Adds newly defined terms for: Alcohol, Gathering, Illegal drug, Loud or unruly gathering, Minor, Person Responsible, Response recovery costs. A responsible owner includes the property owner even if not present once notice is given to the owner of the problems. (Section 5-13.02)
3. More clearly prohibits loud or unruly gatherings, including those occurring at commercial establishments such as bars.
4. Prohibits social hosting of minors where alcohol or illegal drugs are offered or served to minors. This section does not apply to a gathering where each minor consuming alcohol is being supervised by his or her parent or guardian. (Section 5-13.03.)
5. Clarifies the enforcement provisions to include all of the enforcement alternatives available under the Municipal Code, better defines what costs may be recovered, and eliminates the prior dollar cap. (Section 5-13.04.)
6. Adds a new section outlining when and how the City may impose response recovery costs (after the initial warning or after first notice to an absentee property owner). (Section 5-13.05)

The ordinance will require administrative effort to implement, but has the potential to result in some cost recovery and to be an effective enforcement tool generally.

ATTACHMENTS

- A Proposed Ordinance of the City Council of the City of Antioch Amending in its Entirety Chapter 13 of Title 5 of the Antioch Municipal Code, "Police Services Related to Unruly Gatherings and Nuisances Including When Minors Possess Alcohol or Illegal Drugs

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING IN ITS ENTIRETY TITLE 5, CHAPTER 13,
POLICE SERVICES RELATED TO UNRULY GATHERINGS AND NUISANCES
INCLUDING WHEN MINORS POSSESS ALCOHOL OR ILLEGAL DRUGS

WHEREAS, the City Council adopted an ordinance sometime before 1966, and amended it in 1992, regulating unlawful gatherings on private property and providing for a police services fee when a second response was required; and

WHEREAS, the City wishes to make the regulations more specific and to add provisions regarding "social hosts" when minors are involved.

NOW, THEREFORE, The City Council of the City of Antioch does ordain as follows:

SECTION 1. AMENDMENT. Title 13, Chapter 13, Police Services Related to Parties and Nuisances, is retitled and amended in its entirety to read as follows:

**"CHAPTER 13: POLICE SERVICES RELATED TO UNRULY GATHERINGS
AND NUISANCES INCLUDING WHEN MINORS POSSESS ALCOHOL OR
ILLEGAL DRUGS**

Section:

5-13.01	Findings and purpose
5-13.02	Definitions
5-13.03	Certain gatherings prohibited
5-13.04	Enforcement
5-13.05	Response recovery costs

§ 5-13.01 FINDINGS AND PURPOSE.

(A) Due to inadequate supervision, some gatherings of people, such as parties, become loud and unruly to the point that they constitute a threat to the peace, health, safety and general welfare of the public. Examples of such unruly conduct include: excessive noise, excessive traffic, obstruction of public streets, public drunkenness, use of illegal drugs, the service of alcohol to minors, assaults, fights, gunshots, disturbances of the peace and litter.

(B) Gatherings where minors are present and where alcoholic beverages or illegal drugs are in the possession of, or being consumed by, minors are harmful to the community and the minors, and constitutes a public nuisance. Business and Professions Code section 25658 makes it unlawful to furnish any alcoholic

beverage to a minor. Business and Professions Code section 25662 makes it unlawful for a minor to possess an alcoholic beverage in any public place.

(C) At times, the city is required to make multiple responses to loud or unruly gatherings, or gatherings where alcohol or illegal drugs are available to minors, to restore and maintain the peace and protect public safety. Such gatherings are a burden on scarce city resources and can result in delayed or reduced police responses to regular and emergency calls in the rest of the city.

(D) Police responses to such gatherings result in a disproportionate expenditure of the city's public safety resources, which are paid by the general municipal taxes paid by residents and property owners.

(E) If people are held responsible for allowing or hosting a loud or unruly gathering, or a gathering where alcohol or illegal drugs are available to minors, they will be more likely to properly supervise or stop those gatherings.

(F) The intent of this chapter is to protect the public health, peace, safety and quiet enjoyment of residential property, and to protect the public health, peace and safety in and around businesses.

§ 5-13.02 DEFINITIONS.

In this chapter:

ALCOHOL means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced. It includes an alcoholic beverage as defined in Business and Professions Code section 23004.

GATHERING means a group of people who have assembled for a party, event, or other social activity.

ILLEGAL DRUG means a controlled drug or substance the possession and use of which is regulated under the federal controlled substances act. It does not include a drug for which the individual has a valid prescription.

LOUD OR UNRULY GATHERING means a gathering that threatens public health, peace, safety or general welfare because of loud or unruly conduct. Illustrative of such conduct is excessive noise or traffic, obstruction of a public street, public drunkenness, use of illegal drugs, the service of alcohol to minors, assaults, fights, gunshots, vandalism, disturbances of the peace, litter.

MINOR means anyone under 21 years of age.

PERSON RESPONSIBLE means (1) a person who owns, rents, leases or otherwise has control of the premises where the gathering takes place; (2) the person in charge of the premises; and (3) the person who organized the gathering. Each responsible person is jointly and severally liable for the response recovery costs. If the responsible person is a minor, the parent or guardian of that minor is responsible.

RESPONSE RECOVERY COSTS means the costs associated with the second or subsequent police responses within a 12-month period after the first warning was given under Section 5-13.05. Those costs include: (1) salary and benefits of city personnel for the time responding to, remaining at, or otherwise dealing with a loud or unruly gathering; (2) city administrative costs attributable to the response; (3) the cost of medical treatment to any city personnel attributable to the response; (4) the cost of repairing or replacing any city equipment or property damaged as a result of the gathering; and (5) any other costs related to the response, including costs incurred by other police agencies.

§ 5-13.03 CERTAIN GATHERINGS PROHIBITED.

(A) Loud or unruly gathering. No person shall host or allow a loud or unruly gathering.

(B) Social host of minors where alcohol or illegal drugs are offered. No person shall host or allow a gathering where three or more minors are present and where alcohol or an illegal drug is in the possession of or being consumed by any minor. This section does not apply to a gathering where each minor consuming alcohol is being supervised by his or her parent or guardian.

§ 5-13.04 ENFORCEMENT.

(A) General. A violation of the municipal code, including this chapter, is a misdemeanor and a public nuisance. The City may enforce this chapter by any lawful means, including any one or more of the following:

- 1) Criminal penalty under AMC Section 1-2.01
- 2) Recovery of attorneys' fees under AMC Section 1-2.03
- 3) Civil penalties under AMC Section 1-2.04
- 4) Administrative citation under AMC Section 1-2.05 and Chapter 1-5
- 5) Recovery of response costs under Section 5-13.05.

(B) California codes. In addition, a police officer responding to a loud or unruly gathering or a gathering where a minor is using alcohol may cite the responsible person under the Penal Code or other California codes, including Business and Professions Code sections 25658 and 25662.

(C) When person responsible not liable. A person otherwise responsible will not be held liable under this chapter if: (1) the person took all steps reasonably necessary to exclude uninvited or unruly guests from the premises, including if necessary calling the police before police first arrived at the premises; or (2) the person was not present at the premises and had not been sent notice at least 10 days before a subsequent response.

§ 5-13.05 RESPONSE RECOVERY COSTS.

(A) General. The city may impose response recovery costs on a person responsible for a loud or unruly gathering, or a gathering where a minor is using alcohol or an illegal drug, after the first warning has been given.

(B) Warnings. The warning may be verbal or written. If written, the responding officer may post the warning notice on the property, provide it to any responsible person(s) present and/or mail it to the responsible persons (especially if they are not present).

(C) Costs a debt to the City. The city will mail an itemized list of the costs to the responsible person(s), and these costs are a debt owed to the city. The procedures for collection set forth in Sections 1-5.07 through 1-5.09 apply. After 30 days, an unpaid debt is subject to a 10% late payment fee and is subject to collection costs, including attorney's fees. The unpaid debt of a property owner is subject to special assessment lien, as set forth in Section 1-5.09.

(D) Appeal. A responsible person has the right to appeal the imposition of response recovery costs under AMC Chapter 1-4, Appeals."

SECTION 2. CEQA.

This ordinance is not a project within the meaning of Section 15378 of the State CEQA (California Environmental Quality Act) Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guideline section 15061 (b) (3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 2. Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,

subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. Effective Date.

This Ordinance shall be effective thirty (30) days from and after the date of its adoption.

SECTION 4. Publication; Certification.

The City Clerk shall certify to the adoption of this Ordinance and cause same to be published in accordance with State law.

I do hereby certify that the foregoing ordinance was introduced by the City Council of the City of Antioch on _____, 2015 and passed and adopted by the City Council of the City of Antioch at a regular meeting held on the ___ day of _____, 2015, by the foregoing vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch