



Council Chambers
200 H Street
Antioch, CA 94509

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

ANNOTATED AGENDA

for

August 11, 2015

Antioch City Council
Regular Meeting

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

Arne Simonsen, City Clerk
Donna Conley, City Treasurer

Steven Duran, City Manager
Derek Cole, Interim City Attorney

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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.

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

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

- 1) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: 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

REPORT OUT FROM AUGUST 3RD CLOSED SESSION – *Direction given to recruiter*

7:06 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

CITY COUNCIL COMMITTEE REPORTS

MAYOR'S COMMENTS

PRESENTATIONS – *Investment Report by Public Finance Management (PFM), presented by Sarah Meacham*

PRESENTATION

– *Transportation Development Impact Fee Draft Study Presentation (PW 644-A), presented by Lynne Filson*

PRESENTATION

1. CONSENT CALENDAR

A. APPROVAL OF COUNCIL SPECIAL MEETING STUDY SESSION MINUTES FOR JUNE 17, 2015
Continued, 5/0

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

MINUTES

B. APPROVAL OF COUNCIL MINUTES FOR JULY 28, 2015

Approved, 5/0

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

MINUTES

C. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

STAFF REPORT

D. REJECTION OF CLAIM

1. April Lujano

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claim submitted by April Lujano that was received on July 1, 2015.

STAFF REPORT

E. ORDINANCE AMENDING SECTIONS 4-5.1501.4 AND 4-5.1501.5 OF THE ANTIOCH MUNICIPAL CODE AND CHANGING THE PRIMA FACIE SPEED LIMIT ON BUCHANAN ROAD, CANADA VALLEY ROAD, AND SOMERSVILLE ROAD/AUTO CENTER DRIVE (PW 282-3A) (*Introduced on 07/28/15*)

Adopted Ord. No. 2105-C-S, 5/0

Recommended Action: It is recommended that the City Council adopt the Ordinance amending the Antioch Municipal Code "Special Speed Zones" Sections 4-5.1501.4 and 4-5.1501.5 in order to change the prima facie speed limit on Buchanan Road, Canada Valley Road, and Somersville Road/Auto Center Drive.

STAFF REPORT

F. WAIVE FIRST READING AND INTRODUCE AN ORDINANCE ADDING CHAPTER 20 TO TITLE 8 OF THE ANTIOCH MUNICIPAL CODE, DEALING WITH EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

Adopted Ord. No. 2106-C-S, 5/0

Recommended Action: It is recommended that the City Council waive first reading and introduce an ordinance adding Chapter 20 to Title 8 of the Antioch Municipal Code, dealing with Expedited Permitting Procedures for Small Residential Rooftop Solar Systems.

STAFF REPORT

CONSENT CALENDAR – Continued

G. RESOLUTION ASSIGNING THE PARKS AND RECREATION COMMISSION TO SERVE AS THE LOCAL BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE (PW 409-4)

Reso No. 2015/55 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution assigning the Parks and Recreation Commission to serve as the Local Bicycle and Pedestrian Advisory Committee (BPAC) to review projects that are proposed to be funded with TDA Article 3, Bicycle and Pedestrian Funds

STAFF REPORT

H. RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH DELTA 2000 FOR THE RIVERTOWN RESOURCE CENTER

Reso No. 2015/56 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the City Manager to execute the Use Agreement with Delta 2000, for property management and use of the Rivertown Resource Center, 301 W. 10th Street, Antioch.

STAFF REPORT

I. PROPERTY ASSESSED CLEAN ENERGY PROGRAMS (PACE) TO OPERATE IN ANTIOCH ADMINISTERED BY CALIFORNIA HOME FINANCE AUTHORITY (YGRENE) PACE PROGRAMS AND ALLIANCE NRG

STAFF REPORT

Recommended Action: It is recommended that the City Council take the following actions in order to expand the options available to Antioch property owners to voluntarily participate in Property Assessed Clean Energy Programs (PACE):

Ygrene/California Home Finance Authority (CHF):

Reso No. 2015/57 adopted, 5/0

1. Motion to adopt the resolution authorizing the City to join CHF as an Associate Member and permitting property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District.

Reso No. 2015/58 adopted, 5/0

2. Motion to adopt the resolution authorizing the City to join the CHF as an Associate Member and permitting property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program.

AllianceNRG (Open PACE)/California Statewide Communities Development Authority (CSCDA)

Reso No. 2015/59 adopted, 5/0

3. Motion to adopt the resolution authorizing the City's participation in CSCDA Open PACE operated by Alliance NRG, which will enable property owners to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure.

COUNCIL REGULAR AGENDA

2. FINAL ACCEPTANCE OF PAVEMENT PLUGS AND BASE REPAIRS AT VARIOUS LOCATIONS (PW 328-9)

Reso No. 2015/60 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the Director of Finance to amend the 2014-2015 Capital Improvement Budget to increase Gas Tax funding for the Pavement Plugs and Base Repairs at Various Locations project in the amount of \$210,000 and increase the existing contract with MCK Services, Inc. for this project in the amount of \$209,325.11 for a total of \$2,220,757.11, accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion.

STAFF REPORT

3. CONSULTANT CONTRACT WITH CAROLLO ENGINEERS FOR INITIAL PLANNING AND FUNDING ASSISTANCE FOR BRACKISH WATER DESALINATION PROJECT (PW 694)

Reso No. 2015/61 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution amending the fiscal year 2015/2016 Water Enterprise Fund budget by \$63,718, carrying forward funds designated for this project in fiscal year 2014/2015 and authorize the City Manager to execute a sole source agreement with Carollo Engineers for Phase 1 Initial Planning for a Brackish Water Desalination Project in the amount of \$100,000. Funding for the balance of the purchase is designated in the fiscal year 2015/2016 Capital Improvements expenditure budget.

STAFF REPORT

4. BABE RUTH LOAN AGREEMENT

Approved \$762.92 annual loan forgiveness, 5/0

Recommended Action: It is recommended that the City Council provide direction regarding the request by Antioch Babe Ruth for annual loan forgiveness.

STAFF REPORT

5. TRANSPORTATION UPDATE AND PRIORITIES

Direction to staff to make Ferry Terminal a priority, 5/0

Recommended Action: It is recommended that the City Council receive and file this report, and direct staff regarding the City of Antioch's regional transportation capital project priorities.

STAFF REPORT

6. DISCUSSION OF RENAMING A STREET AND L STREET

Direction to bring back in two months for public outreach on name change of 'A' and 'L' Streets, 5/0

Recommended Action: It is recommended that the City Council discuss whether or not to rename A Street and/or L Street and direct staff accordingly.

STAFF REPORT

7. AUTHORIZE RESPONSE TO GRAND JURY REPORT: "COMMUNITY COURTS" (REPORT 1510)

Approved, 4/1-0

Recommended Action: It is recommended that the City Council approve and authorize the Mayor to sign the response to the Grand Jury report: "Community Courts."

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

8. DISCUSSION AND DIRECTION REGARDING CITY COUNCIL COMMITTEES AND APPOINTMENTS

Direction to discontinue the following Council Appointments/Committee Assignments:

- **Committee on Aging**
- **ICLEI (International Council for Local Environmental Initiatives)**
- **Historic Preservation Committee**
- **Quality of Life Forum Committee**

5/0

Recommended Action: It is recommended that the City Council review and discuss City Council Committees and Appointments and their functions to determine which committees and appointments should be continued in the present format, discontinued or otherwise changed. This agenda item was requested by Mayor Pro Tem Ogorchock.

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

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

ADJOURNMENT – 10:21 p.m.



City of Antioch



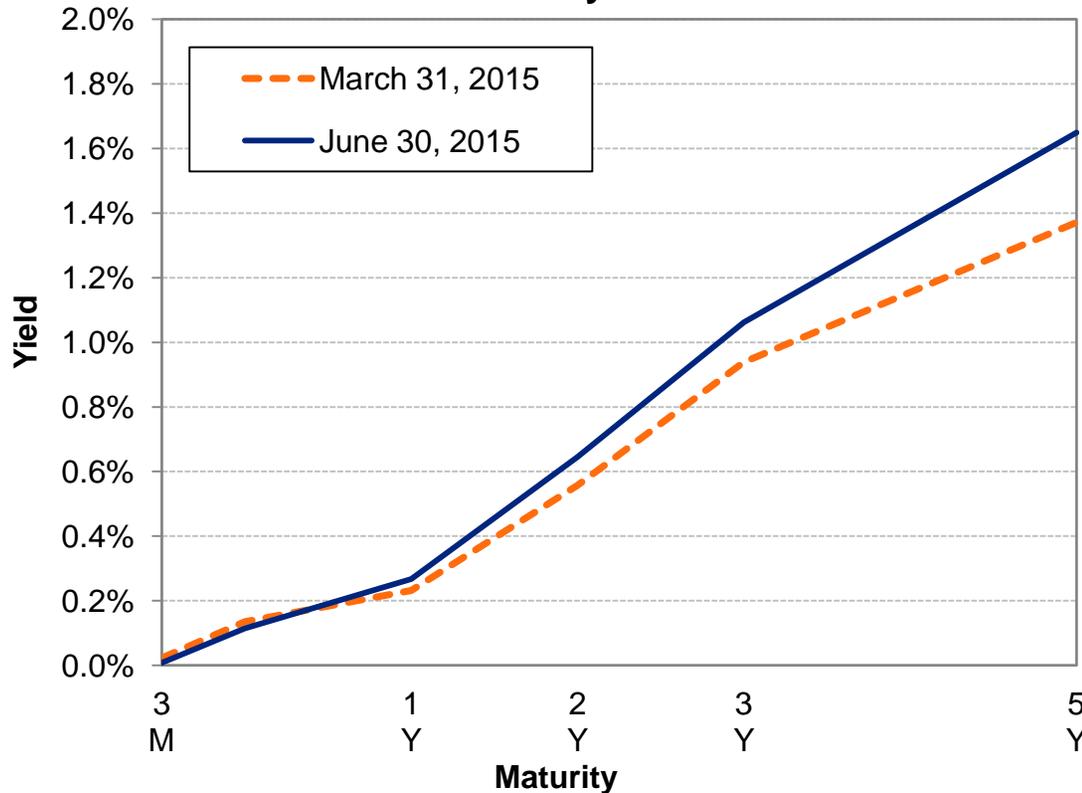
Second Quarter 2015 Review of Portfolio

Sarah Meacham, Director
Lesley Murphy, Senior Managing Consultant
PFM Asset Management LLC

Interest Rates Increased in 2- to 5-Year Range

- Yields for securities with maturities 1 year and less were mostly unchanged while yields for maturities longer than 1 year increased, steepening the yield curve.
- The steep shape of the yield curve continues to provide valuable opportunities for investments to “roll-down” the yield curve.

U.S. Treasury Yield Curve

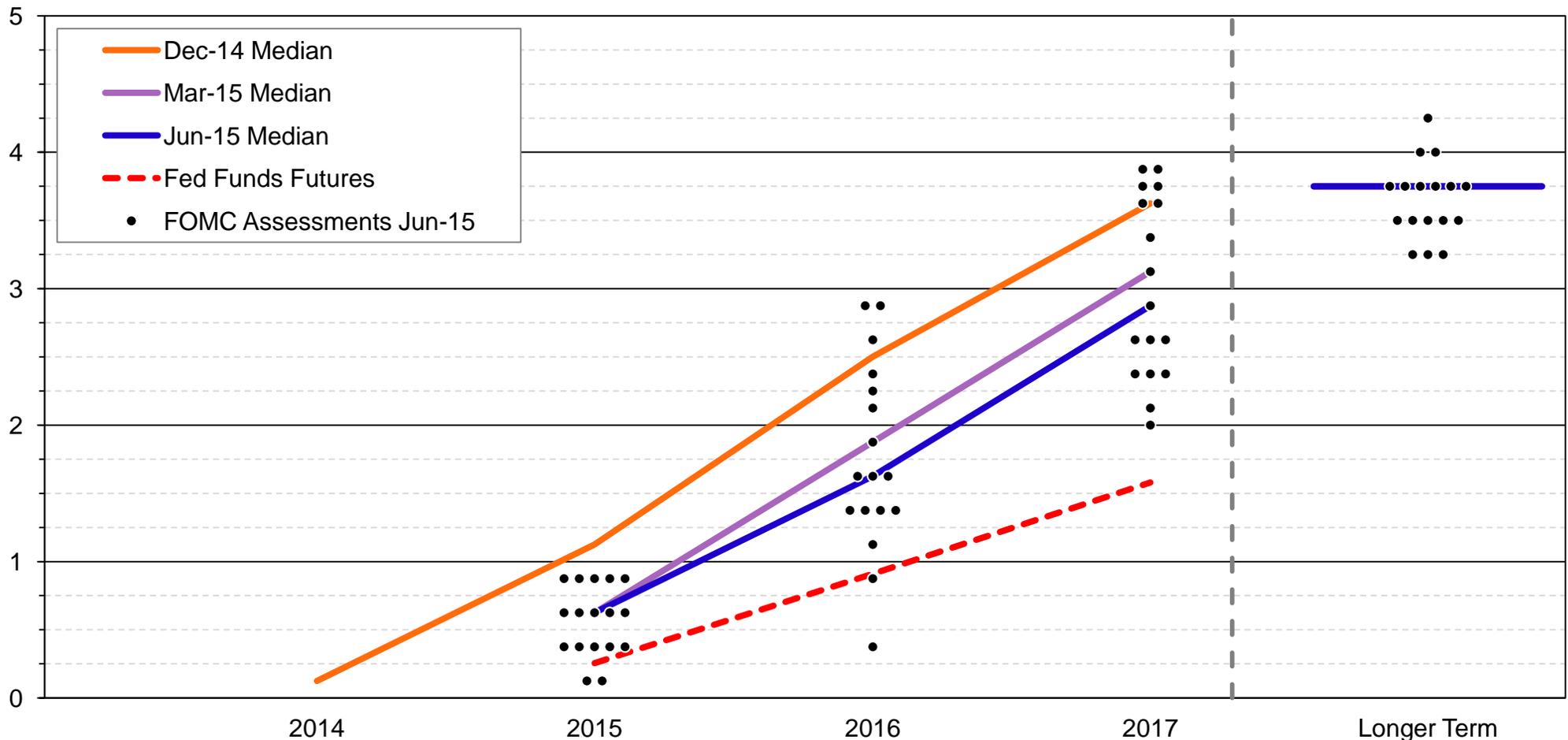


Source: Bloomberg

	3/31/15	6/30/15
3 Month	0.02%	0.01%
6 Month	0.14%	0.11%
1 Year	0.23%	0.27%
2 Year	0.56%	0.65%
3 Year	0.94%	1.06%
5 Year	1.37%	1.65%

FOMC “Dot Plot” from June Meeting

- After the FOMC meeting in June, the median projection of the Committee members indicated that the federal funds rate would be between 0.50% and 0.75% by the end of the year. This would entail two rate hikes between now and December.
- The Committee lowered its projections for 2016 and 2017. The Committee now expects fewer rate increases over the next two years.

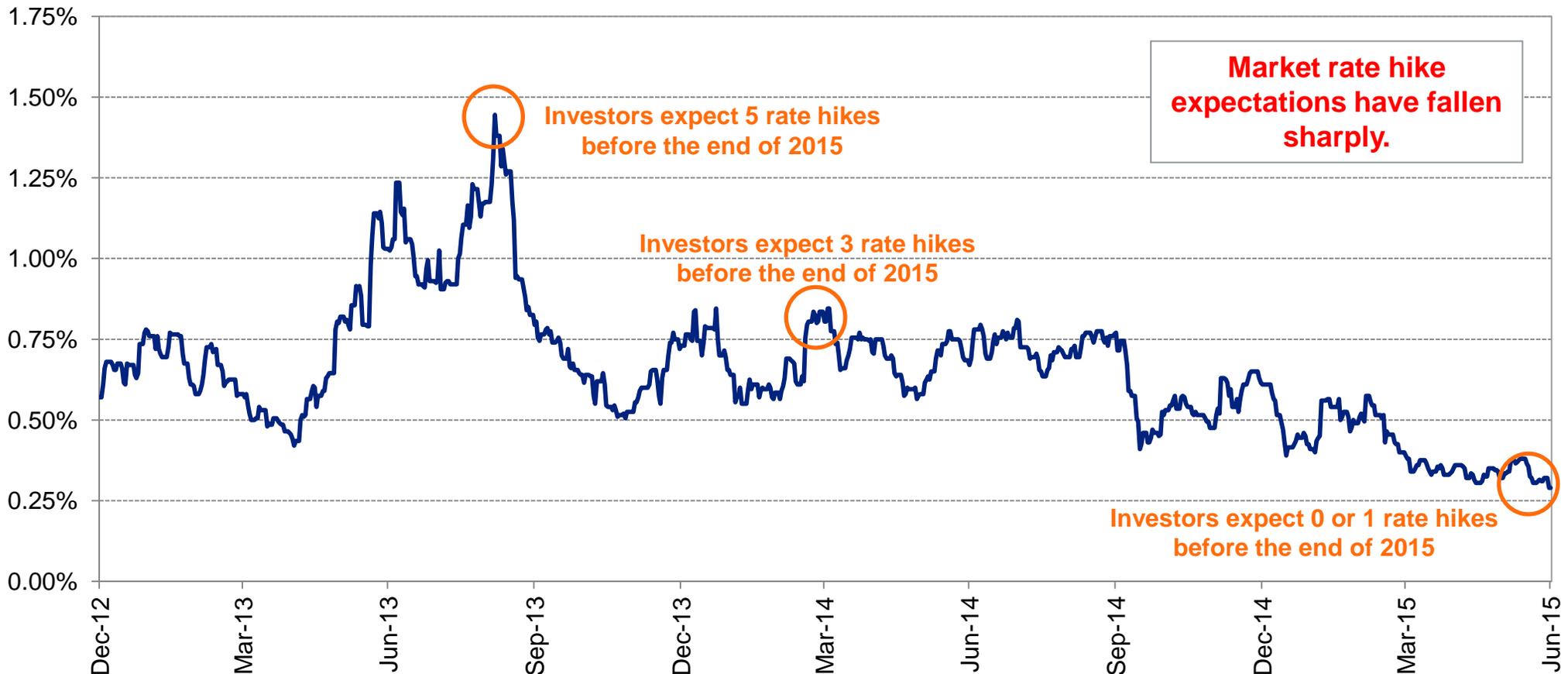


Source: Bloomberg; Fed Funds Futures as of July 8, 2015.

Federal Fund Futures for December 2015

- Federal fund futures indicate the market's expectations for where the fed funds rate will be as of a certain date.
- Market expectations for where the fed funds rate will be in December have fallen over the past two years. The current market expectation is for either zero or one rate hike in 2015, which is below the FOMC members' expectations of two rate hikes before the end of the year.

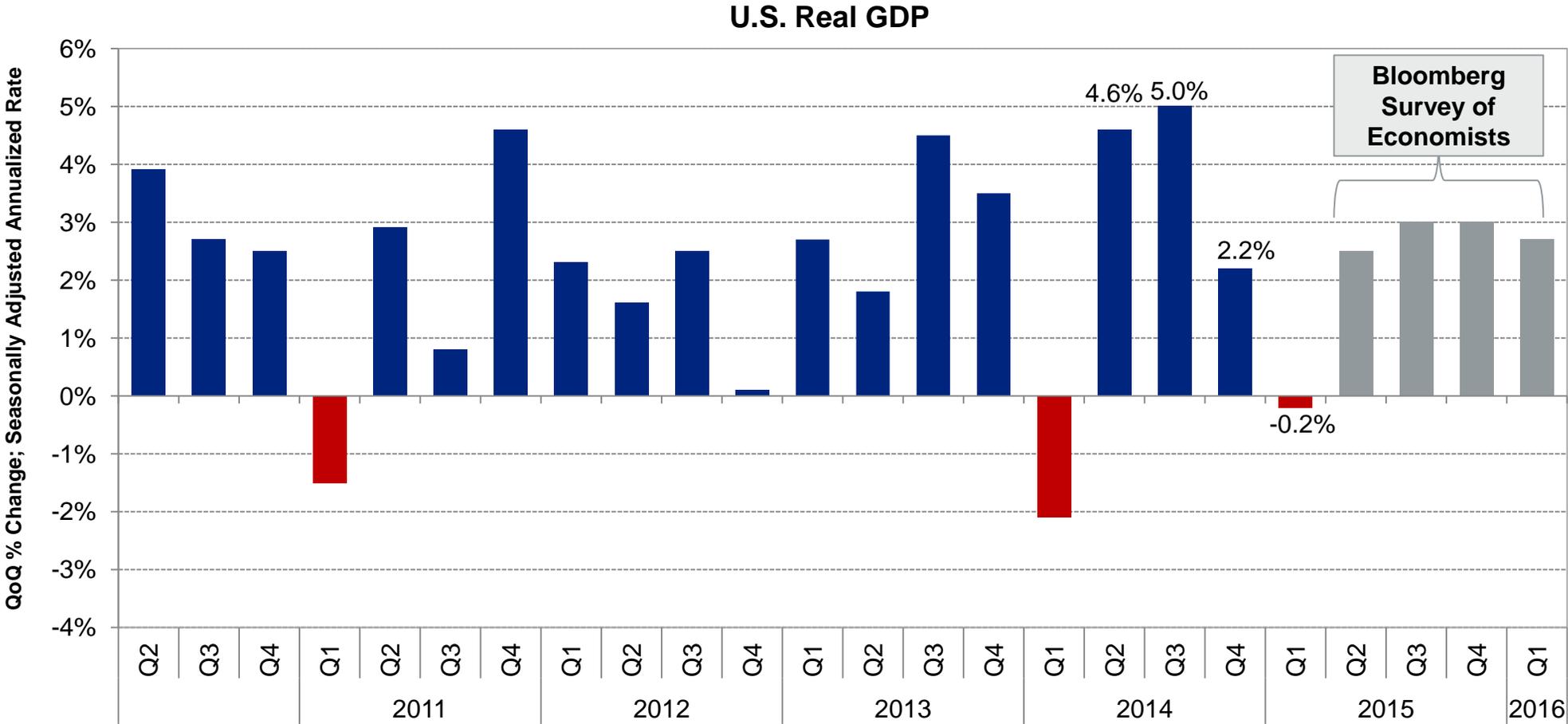
Federal Funds Futures for December 2015
December 2012 – June 2015



Source: Bloomberg, as of June 30, 2015.

U.S. Economy Contracted in the 1st Quarter

- U.S. GDP contracted at a 0.2% annualized rate in the first quarter, revised from a previously reported 0.7% loss. Since the current recovery began in mid-2009, this was the third time that the U.S. economic activity had experienced a quarterly contraction.
- Analysts project that growth picked up in the second quarter.

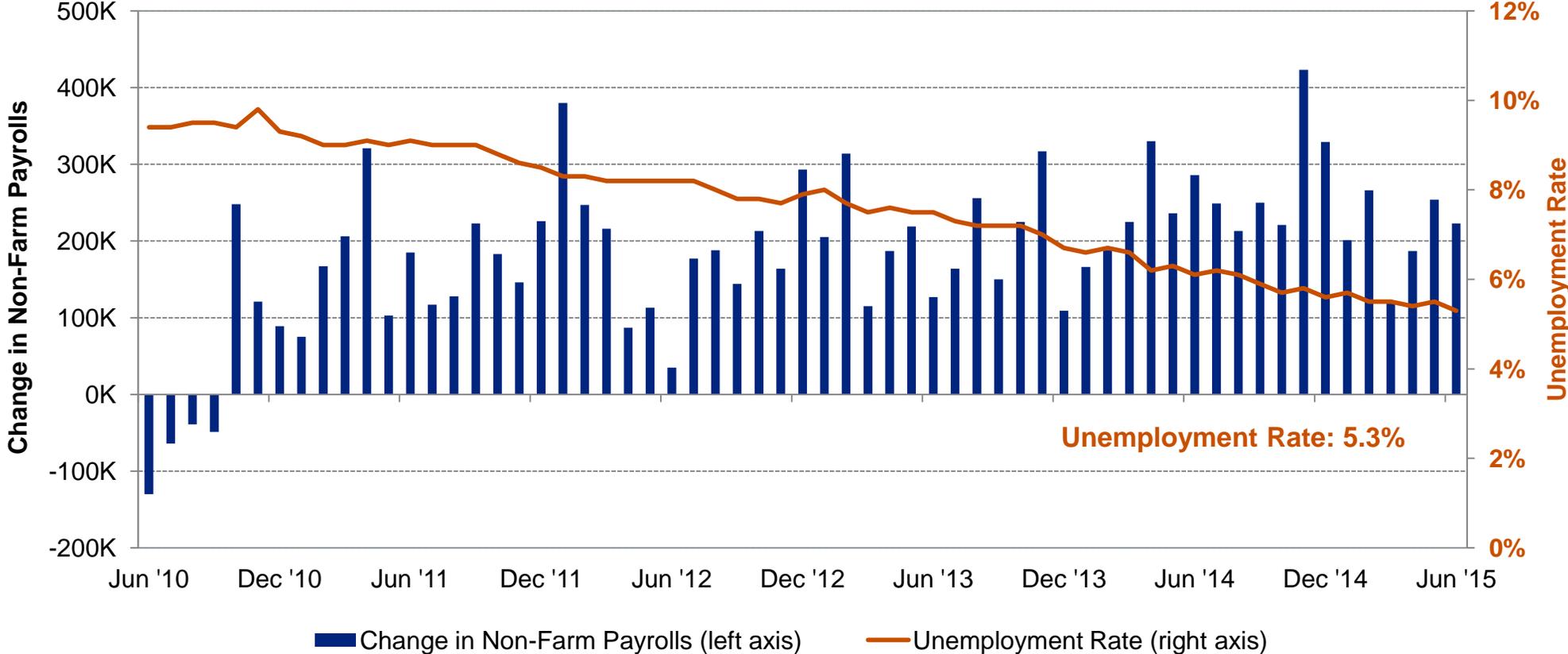


Source: Bureau of Economic Analysis; Bloomberg survey results as of June 29, 2015.

U.S. Economy Continues to Create Jobs

- U.S. labor market added 664,000 jobs in the quarter, likely confirming hopes that the economy is performing well after a slow start to the year. The U.S. economy has added 2.9 million jobs over the past year.
- The unemployment rate fell to 5.3% in June, down from 5.5% in March, but the drop was due largely to a decline in labor force participation.

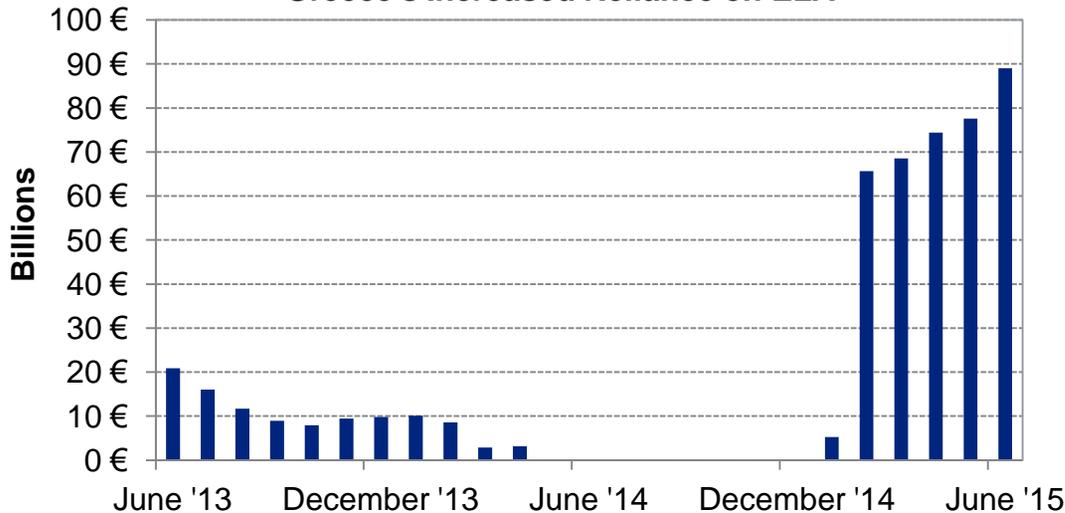
Monthly Change in Non-Farm Payrolls and Unemployment Rate



Source: Bureau of Labor Statistics

Impact of Greek Debt Crisis Mainly Isolated in Europe

Greece's Increased Reliance on ELA



Source: Bloomberg, as of June 26, 2015.

- The European Central Bank's ("ECB") Emergency Liquidity Assistance ("ELA") is considered a "lender of last resort" and is turned to for liquidity in times of financial duress.
- The ELA carries a much higher interest rate than typical governmental lending.
- Greece began using ELA in February after being cut off from traditional lending by the ECB.
- In July, the ECB announced that it had increased its funding for Greek Banks.

Who Owns Greece's €323 Billion of Debt?



Source: Statista.com, as of June 16, 2015.

- Most of the direct exposure to Greek debt is contained within Europe. Foreign banks only own 1% of the Greek national debt.

Second Quarter 2015 Portfolio Recap

- We kept the portfolio duration near the benchmark duration during the quarter because of uncertainty regarding the short-term direction of interest rates. In selecting individual securities, we focused on maturities where the yield curve was steepest and therefore offered both high current yields and strong potential for “roll down” benefit—the natural tendency for securities to appreciate as they age.
- While the yields on U.S. Treasury and Federal Agency securities tend to move up and down in concert, their yields don’t always move at the same speed. Yields on Treasuries tend to react more quickly to changing economic conditions, which causes yield spreads to fluctuate. During the quarter, we took advantage of these fluctuations by adding Agency holdings to the portfolio when the yield advantage over Treasuries was wide compared to recent spreads.
- In the corporate sector, yield spreads over Treasuries also widened in response to renewed global economic growth concerns; however, continued strong demand for high-quality corporate securities limited the amount by which spreads widened. PFMAM continued to view corporate securities favorably because of their superior income potential. We actively participated in new offerings and also conducted broad searches of the secondary market for attractively priced securities.
 - We found the greatest value in corporate bonds with maturities longer than 18 months, so we sought opportunities to sell shorter-term holdings in favor of corporate securities with longer maturities, in some instances with the same issuer.
 - We continued to supplement our corporate sector allocation with high-quality negotiable bank certificates of deposit.
 - In total, we sold \$13 million of Treasuries and invested the proceeds in corporate sector securities with 2 or more years to maturity.
- We added mortgage-backed and asset-backed securities to enhance income. Our focus in these areas remained concentrated on those security structures that limit sensitivity to interest rate fluctuations.

Second Quarter Trades

Settle Date	Action	Issuer	Par	Maturity
4/7/2015	Purchase	GlaxoSmithKline Cap	\$525,000	5/15/2018
4/7/2015	Purchase	McDonald's Corp	\$625,000	3/1/2018
4/7/2015	Sell	U.S. Treasury	\$1,310,000	3/31/2018
4/8/2015	Purchase	Texas Instruments Corp	\$890,000	5/1/2018
4/8/2015	Sell	U.S. Treasury	\$715,000	3/31/2018
4/8/2015	Sell	U.S. Treasury	\$175,000	3/31/2018
4/10/2015	Purchase	Canadian Imperial Bank NY	\$1,400,000	4/6/2017
4/10/2015	Sell	U.S. Treasury	\$50,000	12/31/2016
4/10/2015	Sell	U.S. Treasury	\$1,350,000	3/31/2017
4/14/2015	Purchase	Nissan ABS	\$515,000	10/15/2019
4/14/2015	Sell	U.S. Treasury	\$515,000	5/31/2017
4/27/15	Purchase	Rabobank Nederland NV NY	\$1,700,000	4/21/2017
4/27/15	Sell	Rabobank Nederland NV NY	\$1,700,000	5/6/2016
4/30/2015	Purchase	FNMA CMO	\$325,000	4/1/2018
4/30/2015	Purchase	PepsiCo	\$275,000	4/30/2018
4/30/2015	Purchase	U.S. Treasury	\$1,250,000	4/30/2018
4/30/2015	Sell	U.S. Treasury	\$1,775,000	6/30/2016
5/15/2015	Purchase	FHLB	\$1,420,000	5/30/2017
5/15/2015	Sell	U.S. Treasury	\$1,420,000	8/31/2016
5/18/2015	Purchase	ConocoPhillips	\$240,000	5/15/2018
5/18/2015	Sell	U.S. Treasury	\$240,000	6/30/2016
5/20/2015	Purchase	Honda ABS	\$495,000	2/21/2019
5/20/2015	Sell	U.S. Treasury	\$495,000	6/30/2016
5/26/2015	Purchase	Ford ABS	\$350,000	11/15/2019
5/26/2015	Sell	U.S. Treasury	\$325,000	6/30/2016

Second Quarter Trades

Settle Date	Action	Issuer	Par	Maturity
5/29/2015	Purchase	Bank of New York Mellon	\$1,400,000	5/22/2018
5/29/2015	Purchase	Nordea Bank Finland NY	\$1,400,000	5/26/2017
5/29/2015	Sell	Bank of New York Mellon	\$640,000	10/23/2015
5/29/2015	Sell	Bank of New York Mellon	\$425,000	10/23/2015
5/29/2015	Sell	U.S. Treasury	\$55,000	6/30/2016
5/29/2015	Sell	U.S. Treasury	\$1,595,000	6/30/2016
6/17/2015	Purchase	Cisco Systems	\$1,205,000	6/15/2018
6/17/2015	Purchase	Toyota ABS	\$680,000	5/15/2019
6/17/2015	Sell	U.S. Treasury	\$540,000	9/30/2017
6/17/2015	Sell	U.S. Treasury	\$675,000	6/30/2017
6/17/2015	Sell	U.S. Treasury	\$650,000	12/31/2017
6/19/2015	Purchase	Toronto Dominion Bank NY	\$1,400,000	6/16/2017
6/19/2015	Sell	U.S. Treasury	\$1,400,000	6/30/2017

Portfolio Characteristics: Sector Composition

- The portfolio complies with the California Government Code and the City's Investment Policy.

Security Type	Market Value as of June 30, 2015	Percentage of Portfolio	Permitted by Policy	In Compliance
U.S. Treasuries	\$24,336,540	30%	100%	✓
Federal Agencies	\$7,121,003	9%	100%	✓
Federal Agency CMOs	\$966,446	1%	20%	✓
Municipal Obligations	\$3,633,803	4%	100%	✓
Negotiable CDs	\$12,415,660	15%	30%	✓
Corporate Notes	\$18,627,161	23%	30%	✓
Asset-Backed Securities (ABS)	\$3,799,120	5%	20%	✓
LAIF	\$10,208,044	13%	\$40 million	✓
Totals	\$81,107,777	100%		

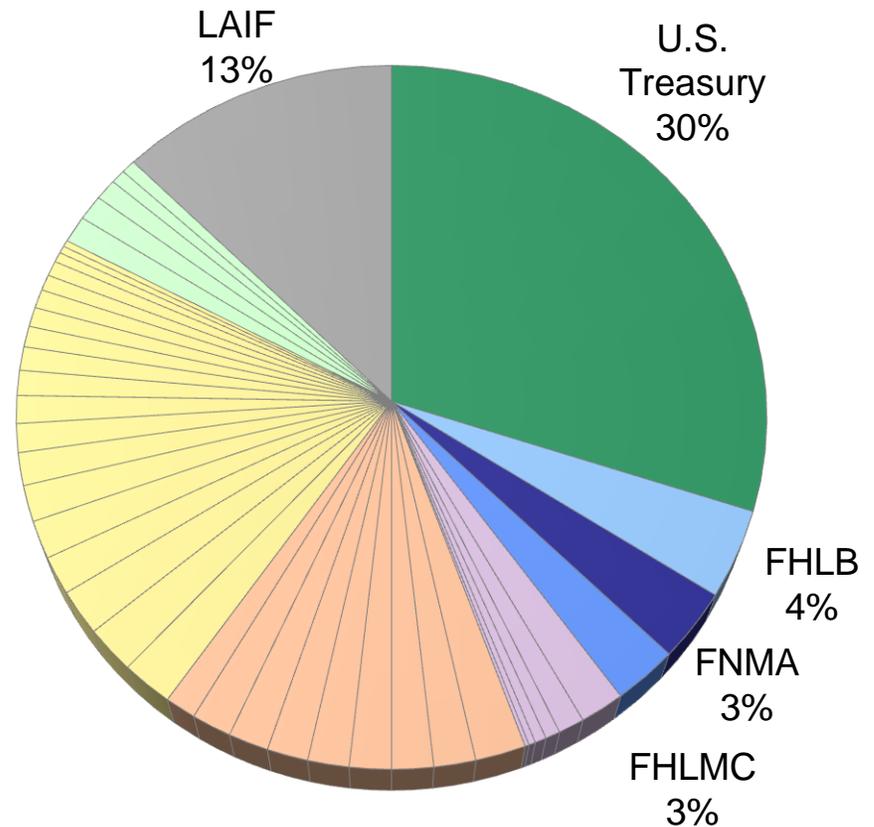
Portfolio Characteristics: Sector Composition Change

Security Type	Market Value as of 3/31/15	Percentage of Portfolio	Market Value as of 6/30/15	Percentage of Portfolio	Change in Allocation
U.S. Treasuries	\$36,654,887	45%	\$24,336,540	30%	-15%
Federal Agencies	\$5,698,471	7%	\$7,121,003	9%	+2%
Federal Agency CMO	\$638,583	1%	\$966,446	1%	-
Municipal Obligations	\$3,630,475	4%	\$3,633,803	4%	-
Negotiable CDs	\$8,211,780	10%	\$12,415,660	15%	+5%
Corporate Notes	\$14,437,509	18%	\$18,627,161	23%	+5%
Asset-Backed Securities (ABS)	\$1,851,314	2%	\$3,799,120	5%	+3%
LAIF	\$10,203,521	13%	\$10,208,044	13%	-
Totals	\$81,326,540	100%	\$81,107,777	100%	-

Portfolio Characteristics: Issuer Distribution

- The portfolio is well diversified.

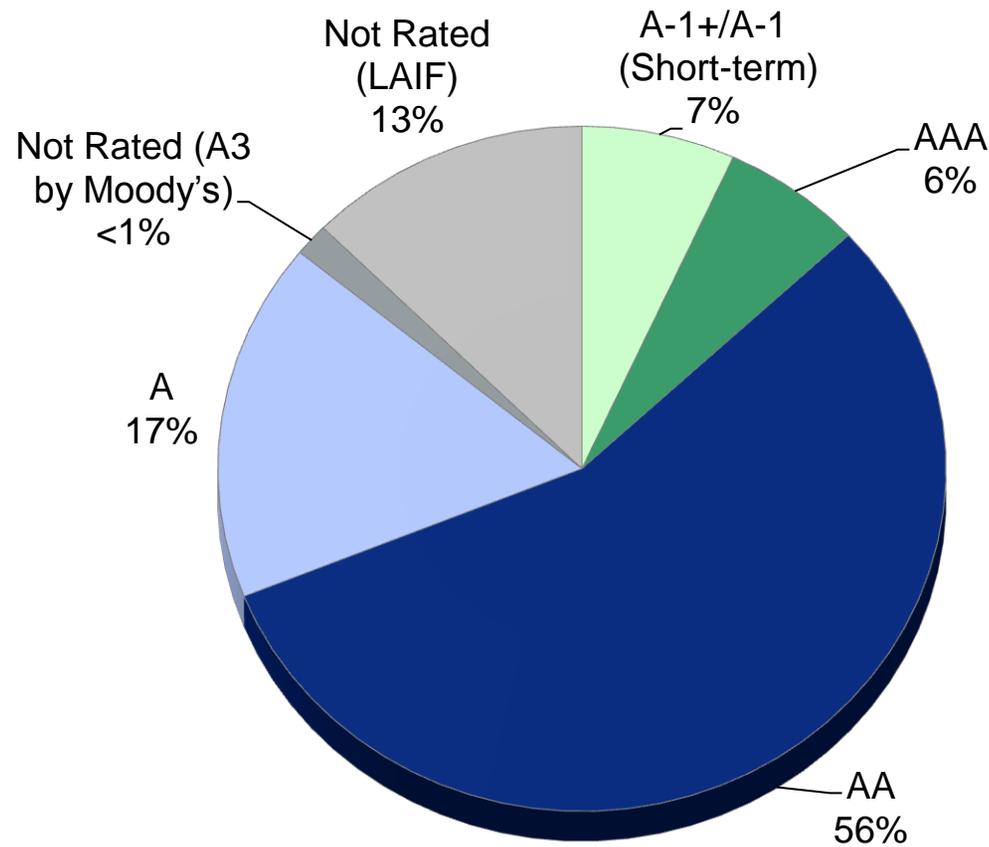
Corporate Issuers		CD Issuers	
IBM Corp	2%	Rabobank Nederland NV NY	2%
Apple	2%	Canadian Imperial Bank NY	2%
JP Morgan Chase	2%	Toronto Dominion Bank NY	2%
Exxon Mobil	2%	Nordea Bank Finland NY	2%
Bank of New York	2%	Goldman Sachs Bank	2%
American Honda Finance	2%	U.S. Bank NA	2%
Cisco Systems	1%	Westpac Banking Corp NY	2%
Deere & Company	1%	Bank of Nova Scotia Houston	2%
Wells Fargo	1%	HSBC USA CD	1%
Berkshire Hathaway	1%		
Texas Instruments	1%	ABS Issuer	
Caterpillar Financial	1%	Ford	1%
Toyota Motor CC	1%	Toyota	1%
McDonald's Corp	1%	Honda	1%
GlaxoSmithKline Cap	1%	Citibank Credit Card	1%
HSBC USA	1%	Nissan	1%
American Express	<1%		
PepsiCo.	<1%		
Conoco Phillips	<1%		
Municipal Issuers			
State of California	2%		
Orange County, CA	1%		
California State Dept. of Water	1%		
California Earthquake Authority	<1%		
Metro Water District of SO CA.	<1%		
University of California	<1%		



As of June 30, 2015

Portfolio Characteristics: Credit Quality

- The portfolio comprises securities of high credit quality.

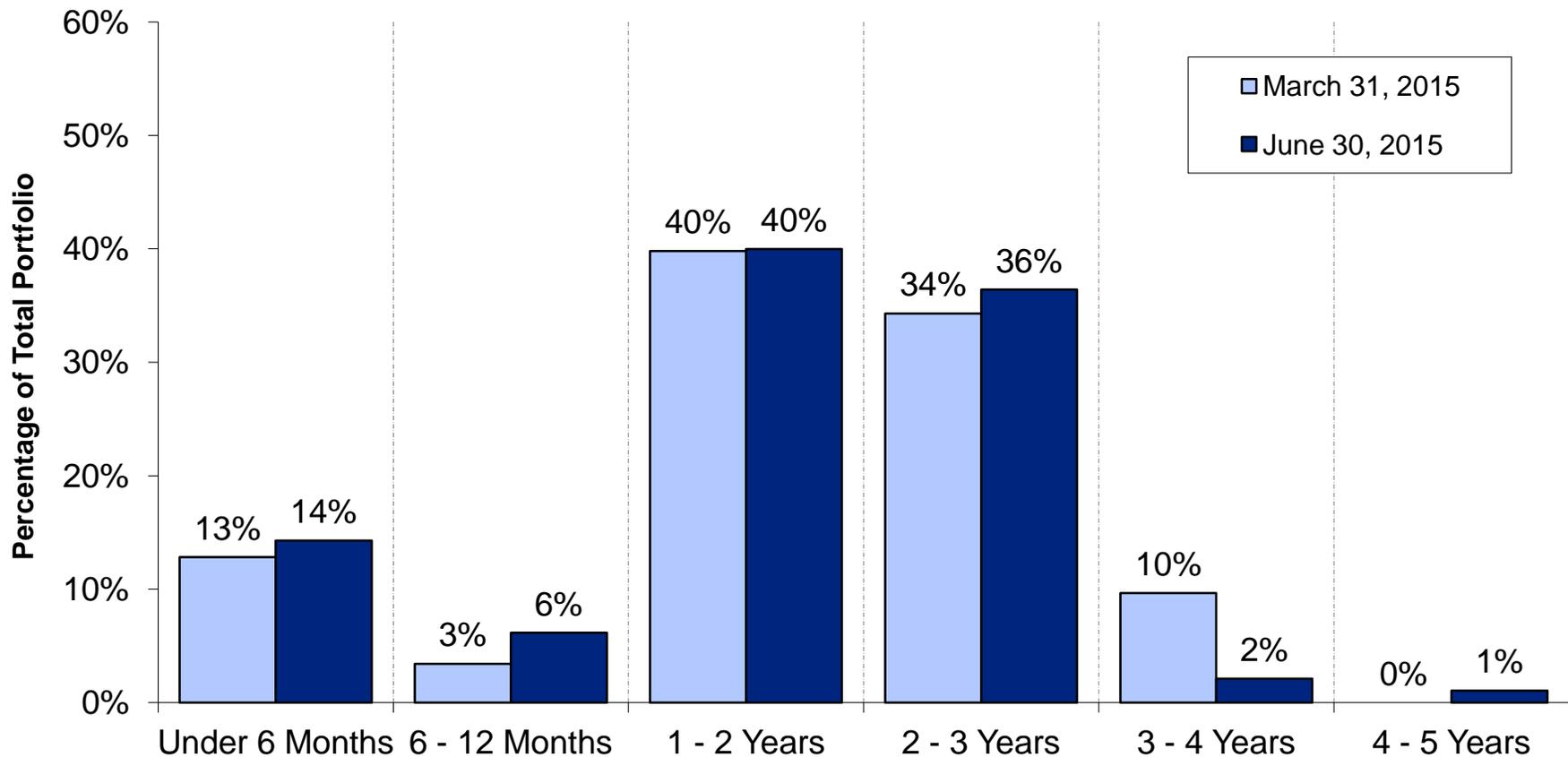


• As of June 30, 2015.

• Ratings by Standard & Poor's. California Earthquake Authority is not rated (NR) by S&P, but is rated A3 by Moody's.

Portfolio Characteristics: Maturity Distribution

- The majority of the portfolio is invested in the 1 – 3 year maturity range, which is consistent with the portfolio's strategy and benchmark.



Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.

Total Return

- Since inception, the portfolio has outperformed the benchmark by an annual average of 0.22%.

Total Returns
for periods ending June 30, 2015

	Duration (years)	Past Quarter	Past Year	Past 3 Years	Since Inception
City of Antioch	1.76	0.09%	0.86%	0.80%	3.82%
City's Treasury Benchmark	1.80	0.15%	0.88%	0.66%	3.60%

- Performance on trade-date basis, gross (i.e., before fees) in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
- Bank of America Merrill Lynch (BAML) Indices provided by Bloomberg Financial Markets.
- Excludes LAIF in performance and duration computations.
- Performance numbers for periods one year and greater are presented on an annualized basis.
- Inception date is June 30, 1995.
- The benchmark was the 1-Year Treasury Index prior to the third quarter 2001. From the fourth quarter 2001 through the third quarter 2010, the benchmark was the 1-3 Year Treasury Index. The benchmark was changed to the 1-Year Treasury Index in the fourth quarter 2010 because of the City's increased cash needs. Beginning February 2011, the benchmark was changed back to the 1-3 Year Treasury index because the City's cash needs have returned to prior levels.

Current Strategy

- We expect U.S. economic conditions to rebound from the first quarter 2015 contraction. Rising consumer confidence, growth in personal spending, and a stronger housing sector should contribute to improved economic conditions.
- Improving employment statistics in the U.S. suggest that an increase in the Federal Funds rate may soon be appropriate. However, stubbornly low inflation remains a concern for the Federal Reserve policy makers. Market participants still expect the FOMC to initiate at least one rate hike in 2015, but the pace of subsequent increases is likely to be gradual.
- It is likely that developments in Greece will continue to cause market volatility as investors weigh the impact of possible outcomes on global economic conditions.
- Recovering U.S. economic conditions, heightened geopolitical uncertainty, and expectations that the FOMC will tighten monetary policy slowly should keep rates in their current ranges in the coming months, with a modest bias towards slightly higher levels. Based on this expectation, we will maintain the portfolio duration near the benchmark duration.
- Our strategy will be to focus on identifying relative value from among the full range of investment options. We will pay careful attention to sector allocation, yield curve placement, credit market dynamics, and individual security selection. These factors will likely be key drivers of performance in an uncertain rate environment.

Disclaimer

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Antioch Transportation Impact Fee Study Overview

The Economics of Land Use



presented to

City of Antioch
City Council

presented by

Economic & Planning Systems, Inc.

August 11th, 2015

Oakland
Denver
Los Angeles
Sacramento

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One Kaiser Plaza, Oakland, CA 94612
510.841.9190 • 510.841.9208 fax

1. Introduction

EPS and Fehr & Peers have begun working closely with staff on a **Transportation Development Impact Fee Study** for the City of Antioch

This presentation covers the following key issues:

- Role of Development Impact Fees
- Purpose of Potential City Transportation Impact Fees
- Scale of New Growth
- Preliminary List of Capital Improvements
- Next Steps

2. Role of Development Impact Fees

Important infrastructure financing tool

- Impact fees are “one-time” charges on new development paid at time of building permit issuance
- Impact fees can only pay for infrastructure and capital facilities costs, NOT ongoing operating costs
- Cities and Counties can charge Development Impact Fees in California under the *Mitigation Fee Act*
- Only funds costs associated with new development, so limited in level of funding
- One part of City’s overall infrastructure financing program

3. Purpose of Potential City Transportation Development Impact Fee

Provide funding for a portion of City's future transportation improvements

- New development will drive some of the need for new transportation improvements
- Historically, City relied on Benefit Assessment Districts to fund transportation improvements
- Impact fees now more common funding source with better ability to fund citywide improvements
- City uses development impact fees to help fund police, public works, city administration, and parks facilities
- Important to note that represents costs to new development

4. Scale of New Growth

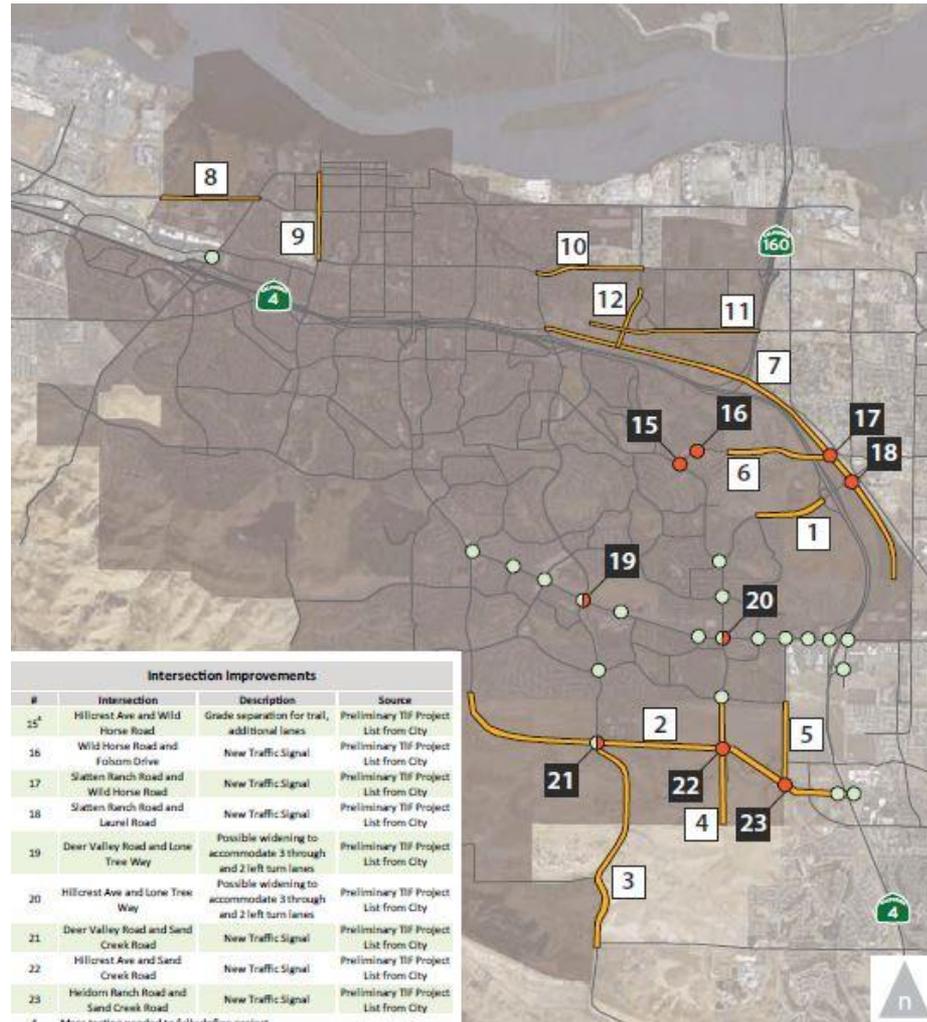
Substantial new household and job growth in City will drive need for transportation improvements.

	2010	2040	Increase	%
Households	34,200	44,900	10,700	30%
Jobs	19,500	37,000	17,500	90%

5. Preliminary List of Capital Improvements

LEGEND

-  Planned Segment Improvement
-  Antioch City Limits
-  Planned Intersection Improvement
-  Recent Intersection Count Available
-  Planned Intersection Improvement and Available Count



Sources: City of Antioch;
Fehr & Peers

6. Next Steps

A series of steps will be taken to develop a potential transportation development impact fee program for City Council consideration:

- Finalize land use forecasts and run transportation model
- Calculate preliminary transportation development impact fees
- Conduct outreach meeting with stakeholders
- Review and revise based on staff input
- City Council briefing



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Michelle Fitzner, Administrative Services Director

SUBJECT: City Council Special Meeting Study Session Minutes of June 17, 2015

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting Study Session Minutes of June 17, 2015 to the next meeting.

STRATEGIC PURPOSE

N/A

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

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

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

**July 28, 2015
Council Chambers**

6:30 P.M. - CLOSED SESSION

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

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYMENT APPOINTMENT: City Attorney**, Direction was given to City's appointed representatives.

Mayor Harper announced Agenda item **#8 PURCHASE CONTRA LOMA ESTATES PARK PLAYGROUND EQUIPMENT** would be heard prior to Agenda item #2.

Mayor Harper called the meeting to order at 7:05 P.M., and City Clerk Simonsen called the roll.

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

PLEDGE OF ALLEGIANCE

Claryssa Wilson led the Council and audience in the Pledge of Allegiance.

IN MEMORY OF FORMER COUNCIL MEMBER GARY AGOPIAN

Mayor Harper announced the meeting was dedicated in memory of former Councilmember Gary Agopian in recognition of the one-year anniversary of his passing. He acknowledged Gary's personal and professional accomplishments.

Robin, Corey, and Jason Agopian thanked the City Council for honoring Gary and Robin read a speech and facebook message authored by him.

The Council stated it was an honor to have known Gary and thanked the Agopian family for attending the evening.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

John Frederickson, Antioch Senior Citizen's Center and Senior Club invited the City Council to their Sizzling Summer Night Fundraiser to be held from 6:00 - 8:00 P.M. on August 14, 2015 at the Antioch Senior Center.

Betty Smith and Velma Wilson, Antioch Rivertown Jamboree, announced they were hosting the 2015 Delta Thunder V - Gary Agopian Memorial Boat Race on October 17-18, 2015. They stated they were accepting sponsorships and vendor space was available.

Pamela Arauz, Sierra Club Delta Group, announced a Northern Waterfront Economic Development Initiative meeting would be held from 10:00 A.M. - 1:00 P.M. on August 15, 2015 at the Nick Rodriguez Community Center.

Claryssa Wilson thanked the community for their support and reported on representing the City of Antioch as the 2015 People to People Leadership Ambassador in Washington D.C. She announced the following events:

- Stuff the Bus School Supply Retention Program - August 1, 2015 from 10:30 A.M. – 2:00 P.M. at the Law Offices of Ivancich, Martin & Costis
- African American Health Empowerment Expo 10:00 A.M. – 2:30 P.M. on September 26, 2015 at Pittsburg High School

Councilmember Rocha announced a community Baby Shower would be held from 9:00 A.M. – 12:00 P.M. on August 1, 2015 at the Stewart Memorial Methodist Church in Pittsburg.

PUBLIC COMMENTS

Battalion Chief Keith Comier, Contra Costa County Fire Protection District, announced the Fire District had obtained the County ambulance contract which would be effective January 1, 2016.

Mayor Harper thanked Battalion Chief Comier for providing the City Council with timely notifications.

Mark Jordan, Antioch resident, reviewed information he had presented to Council regarding tiered water rates and transfers out of the water/sewer funds into the General Fund for police services. He questioned the legality of both items and announced he would be turning the matter over to legal counsel and filing a complaint with Chief Cantando.

Frank Sterling, Antioch resident, questioned why the community was not informed that someone had died in police custody and discussed encounters with Antioch Police Officers in which he felt excessive force had been used. He questioned what action would be taken to resolve this issue.

Fred Rouse, Antioch resident, read written comment presented to Council suggesting the City impose higher fines for illegal dumping and requesting a safety plan be developed to address the future eBART station. He discussed First Quarter 2015 Crime Statistics and requested Council instruct the Antioch Police Department to report on the number of arrests that had resulted in convictions.

Mayor Harper explained Council was prohibited by law to discuss matters not on the agenda and assured residents their concerns had been heard.

Karl Dietzel, Antioch resident, discussed the cost of employment for several Antioch employees and provided the website for anyone wishing to research the information.

Wayne Steffen, Antioch resident, stated he felt the procedure utilized by the City to calculate water usage was flawed and suggested the City consider basing water usage on gallons per day.

Wayne Harrison, Celebrate Antioch Foundation, thanked the Council for changing the downtown specific plan to allow for the possibility of developing an event center on the Beede Lumber Yard parcel. He announced they had a detailed proposal for Council consideration and requested the item be placed on the August agenda.

Joe Carera, Wayne Burgess, Todd Northam, Manual Hicks, Jonathan Cordaway and Michael Davis representing Local 1, discussed the impacts of staff reductions and employee furloughs. They stated their employees should be provided economic equality and requested Council direct staff to make meaningful proposals for equal access to healthcare and wages.

Mayor Harper expressed his appreciation to the employees of Local 1 and their contributions to the City. He thanked them for bringing their concerns forward and suggested they continue to keep communication open.

Willie Mims, representing the East County NAACP, Pittsburg Black Political Association, suggested the City address the concerns of Local 1 and consider introducing the use of body cameras for Antioch Police Officers.

Mayor Harper declared a recess at 8:10 P.M. The meeting reconvened at 8:20 P.M. with all Councilmembers present with the exception of Councilmember Wilson who was absent.

COUNCIL SUBCOMMITTEE REPORTS

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

Councilmember Ogorchock reported on her attendance at the Mello Roos subcommittee meeting, League of California Cities Conference and Mayor's Conference.

Mayor Harper reported on his attendance at the Mayor's Conference, Delta Diablo Sanitation meeting, Tri Delta Transit, Mayor's Healthy Cook-off Challenge, 150th Anniversary of the Masonic Lodge and the League of California Cities - City Council training session.

MAYOR'S COMMENTS

Mayor Harper read letters he received from youth in the community.

PRESENTATION

BART Director Joel Keller provided an overhead presentation of current and planned BART projects and funding potential from a possible future Measure J re-authorization.

Mayor Harper thanked Mr. Keller for the presentation. He stated the funding priorities should include the future ferry terminal and improved access to downtown.

In response to Councilmember Ogorchock, BART Director Keller explained the security plan approved by Chief Cantando was developed to assure there were adequate police services for the station.

Councilmember Ogorchock requested funding priorities include an escalator and a pedestrian bridge across the eastbound lanes. She suggested a workshop be held for the community.

Following discussion the Council agreed that escalators for the Hillcrest station should be considered as soon as possible.

In response to Council, BART Director Keller stated he would be happy to work with City Manager Duran to schedule a workshop for the community. He also noted he would make an effort to accelerate the date for the installation of escalators.

Mayor Harper suggested adequate parking also be considered.

Randy Iwasaki representing Contra Costa County Transportation Authority (CCTA) provided an overhead presentation of CCTA, State Route 4 and Countywide Transportation plan. He stated Susan Miller Director of Projects, Peter Engle Program Manager and Lindsay Willis Director of External Affairs were available to answer questions this evening.

In response to Councilmember Rocha, Mr. Iwasaki clarified Antioch was part of Water Emergency Transportation Authority (WETA) and ferry service was an element of a transportation expenditure plan for the future.

Councilmember Ogorchock thanked Mr. Iwasaki for including the multimodal link from Highway 4 near Brentwood to I-205 west of Tracy.

In response to Councilmember Tiscareno, Mr. Iwasaki stated they would continue to work with the City to find ways to accomplish their transportation goals.

Mayor Harper thanked Mr. Iwasaki for the presentation.

1. **COUNCIL CONSENT CALENDAR *for City /City as Successor Agency/Housing Successor to the Antioch Development Agency***
- A. **APPROVAL OF COUNCIL SPECIAL MEETING STUDY SESSION MINUTES FOR JUNE 2, 2015**
- B. **APPROVAL OF COUNCIL SPECIAL MEETING STUDY SESSION MINUTES FOR JUNE 17, 2015**
- C. **APPROVAL OF COUNCIL MINUTES FOR JUNE 23, 2015**
- D. **APPROVAL OF COUNCIL WARRANTS**
- E. **REJECTION OF CLAIM**
 1. **Michelle Mayers**
- F. **APPROVAL OF TREASURER'S REPORT FOR JUNE 2015**
- G. **RESOLUTION NO. 2015/46 APPROVING UPDATED CLASS SPECIFICATIONS FOR POLICE DISPATCHER AND LEAD POLICE DISPATCHER, WITHOUT ANY SALARY CHANGE**
- H. **RESOLUTION NO. 2015/47 APPROVING A RENEWABLE LICENSE AGREEMENT FOR USE OF UNITED STATES BUREAU OF RECLAMATION RIGHT-OF-WAY ON THE CONTRA COSTA CANAL AT MILE POSTS 7.54 AND 7.56 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT (PD 34.2 / PW 553-2 / PW 553-2B)**
- I. **RESOLUTION NO. 2015/48 ACCEPTING COMPLETED IMPROVEMENTS FOR VIERA RANCH UNIT 2 PHASE 3 (KB HOMES), TRACT NO. 7220 (PW 553-2C)**
- J. **RESOLUTION NO. 2015/49 WILLIAMSON RANCH PLAZA WATER MAIN REPLACEMENT (PW 650-W)**
- K. **ORDINANCE AMENDING SECTIONS 4-5.1501.4 AND 4-5.1501.5 OF THE ANTIOCH MUNICIPAL CODE AND CHANGING THE PRIMA FACIE SPEED LIMIT ON BUCHANAN ROAD, CANADA VALLEY ROAD, AND SOMERSVILLE ROAD/AUTO CENTER DRIVE (PW 282-3A)**
- L. **RESOLUTION NO. 2015/50 AMENDMENT TO THE 2015/2016 MASTER FEE SCHEDULE**

M. APPROVAL OF SUCCESSOR AGENCY WARRANTS

N. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Mayor Harper announced item K had a supplemental report which was provided to Council.

A motion made by Councilmember Tiscareno and seconded by Councilmember Rocha to approve the Consent Calendar with the exception of Item K. The motion was pulled for further discussion.

Councilmember Ogorchock requested Item "L" also be pulled from the Consent Calendar.

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council unanimously approved the Council Consent Calendar with the exception of items K and L which were removed for further discussion.

Item K – Assistant City Engineer Filson presented the supplemental staff report "Attachment A".

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock the City Council unanimously approved Item K.

Item L – In response to Councilmember Ogorchock, Director of Public Works/City Engineer Bernal presented the staff report dated July 28, 2015 recommending the City Council adopt the resolution.

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously approved item L.

COUNCIL REGULAR AGENDA

8. PURCHASE CONTRA LOMA ESTATES PARK PLAYGROUND EQUIPMENT

Public Works Director Bernal presented the staff report dated July 28, 2015 recommending the City Council adopt a resolution authorizing the purchase of Contra Loma Estates Park Playground Equipment from Miracle Play Systems Inc., under the California Multiple Award Schedule (CMAS) contract #4-99-78-0006A for \$127,681 and authorize the Director of Finance to amend the 2015-2016 General Fund Park Maintenance budget by \$77,681 with funds carried forward from the fiscal year 2014-2015 budget that were designated for this project. The balance of the purchase will be paid with funds already budgeted in the current fiscal year in the Delta Fair Property Fund.

Pricilla Nzessi, Janet Costa, Deborah Polk and Rhea Laughlin representing, East County Regional Group, thanked the City Council and staff for their response to the findings in their Park Assessment Report. They spoke in support of the City funding the playground equipment for Contra Loma Estates Park and stated they looked forward to working with them on future park improvement projects.

In response to Council, Director of Public Works/City Engineer Bernal stated staff would come back to the City Council with a list of park improvements to prioritize for next year's budget.

Mayor Harper thanked First 5 for providing the City with the Park Assessment Report.

RESOLUTION NO. 2015/52

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno the City Council unanimously adopted a resolution authorizing the purchase of Contra Loma Estates Park Playground Equipment from Miracle Play Systems Inc., under the California Multiple Award Schedule (CMAS) contract #4-99-78-0006A for \$127,681 and authorized the Director of Finance to amend the 2015-2016 General Fund Park Maintenance budget by \$77,681 with funds carried forward from the fiscal year 2014-2015 budget that were designated for this project. The balance of the purchase will be paid with funds already budgeted in the current fiscal year in the Delta Fair Property Fund.

2. ECONOMIC DEVELOPMENT COMMISSION APPOINTMENTS FOR FOUR FULL-TERM VACANCIES EXPIRING JUNE 2019

Mayor Harper nominated Keith Archuleta, Lamar Thorpe, Sean Wright and Joshua Young for appointment to the Economic Development Commission. He stated these nominations were reappointments as all the applicants were currently serving on the Commission. He thanked Commissioners for participating in the strategic planning process and joint planning meetings.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock the City Council unanimously appointed Keith Archuleta, Lamar Thorpe, Sean Wright and Joshua Young to the Economic Development Commission.

3. DIRECTION ON GENERAL PLAN LAND USE ELEMENT & ZONING UPDATE

Project Manager Oshinsky and Dick Loewke gave an overhead presentation and presented the staff report dated July 28, 2015 recommending the City Council: 1) Review General Plan Land Use Element & Zoning Update work products; and 2) Direct staff and consultant to proceed with analysis and recommendations for comprehensively updating the Land Use Element and Zoning Ordinance, and each of the 19 Focus Areas as identified in the three categories outlined in this report.

In response to Mayor Harper, Mr. Loewke explained Antioch was a niche market for certain commercial and industrial uses and the Eastern Waterfront Employment area may be the best location. He stated they would look at policies to encourage that to occur and set up a streamlined process.

Juan Pablo Galvan Land Use Planner for Save Mount Diablo, stated they had sent a letter dated June 22, 2015 to the City on the land use zoning update. Speaking in regards to the Ginochio

property, he explained the City of Brentwood had not completed the necessary steps to terminate their agreement with Antioch. He noted the property was also outside of Antioch and Brentwood's sphere of influence. He emphasized the need for a comprehensive specific plan process for the Sand Creek area and noted essential to that plan would be a wide corridor around Sand Creek for a regional park opportunity.

Lucia Albers, Antioch resident, suggested the City consider clustering homes and leaving more open space in executive communities.

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha the City Council unanimously 1) Reviewed the General Plan Land Use Element & Zoning Update work products; and 2) Directed staff and consultant to proceed with analysis and recommendations for comprehensively updating the Land Use Element and Zoning Ordinance, and each of the 19 Focus Areas as identified in the three categories outlined in this report.

4. AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE CONTRACTS WITH THREE POTENTIAL ADDITIONAL PLANNING CONSULTANTS

Director of Community Development Ebbs presented the staff report dated July 28, 2015 recommending the City Council authorize the City Manager to execute contracts with three new potential Planning consultants, Dudek, Rincon and M-Group, each in an amount not to exceed \$100,000 for a term of three (3) years.

In response to Councilmember Ogorchock, Director of Community Development Ebbs explained the workload at this time was inconsistent; therefore, the occasional peak would best be offset with consulting services. He noted expenses incurred were 100% reimbursed by the Developer benefiting from the service.

City Manager Duran added the City Council could reconsider adding this staff position during mid-year budget review.

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha the City Council unanimously authorized the City Manager to execute contracts with three new potential Planning consultants, Dudek, Rincon and M-Group, each in an amount not to exceed \$100,000 for a term of three (3) years.

5. STATE MANDATES

Finance Director Merchant presented the staff report dated July 28, 2015 recommending the City Council provide direction on use of prior unfunded State mandates received by the City and adopt a resolution amending the fiscal year 2014-15 revenue budget in the amount of \$793,767.

Mayor Harper suggested utilizing the funds for ongoing savings with a solar project.

Councilmember Tiscareno agreed solar project would be advantageous. He also suggested compensating City employees.

Councilmember Rocha voiced her support for holding the money in the General Fund reserves pending the outcome of litigation filed by the Successor Agency. She noted she could also support it being applied to the City's unfunded liability.

Councilmember Ogorchock suggested the money be utilized to pay down the city's unfunded liability.

Willie Mims, East County NAACP and Black Political Association, questioned how staff developed the options outlined in the staff report. He suggested the money be moved into a reserve or restricted account and designated for Youth programs.

Finance Director Merchant explained suggestions outlined in the staff report were not meant to be exclusive.

Following discussion, the City Council supported adopting the resolution and bringing direction on the use of the funds back following Director of Public Works/City Engineer Bernal's presentation on solar programs.

A motion was made by Councilmember Ogorchock, seconded by Councilmember Rocha to adopt the resolution and direct funds be held in the General Fund Reserves until the item was brought back on August 25, 2015. Following discussion, the motion was amended as follows:

RESOLUTION NO. 2015/51

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha the City Council unanimously adopted the resolution amending the fiscal year 2014-15 revenue budget in the amount of \$793,767 and directed staff to bring the item back following Director of Public Works/City Engineer Bernal report out on solar agreements.

6. BABE RUTH LOAN AGREEMENT

Finance Director Merchant presented the staff report dated July 28, 2015 recommending the City Council provide direction regarding the request by Antioch Babe Ruth for annual loan forgiveness.

In response to Councilmember Ogorchock, Interim City Attorney Cole stated he assumed the copy of the promissory note provided to Finance was not the final copy of the agreement.

Following discussion the City Council supported continuing the item and directing staff to follow up with representatives of Antioch Babe Ruth regarding their compliance with the loan agreement.

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno the City Council unanimously continued this item and directed City Manager Duran to speak with representatives from Antioch Babe Ruth regarding the loan agreement.

7. MEASURE O UPDATE

Finance Director Merchant presented the staff report dated July 28, 2015 recommending the City Council receive and file report.

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno the City Council unanimously received and filed the report.

9. COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN ROADWAY PAVEMENT REHABILITATION (PW 678-6)

Public Works Director/City Engineer Bernal presented the staff report dated July 28, 2015 recommending the City Council: 1).Authorize the Director of Finance to amend the 2014-2015 Capital Improvement Budget to increase Gas Tax funding for the Downtown Roadway Pavement Rehabilitation project in the amount of \$50,000 and increase the existing contract with MCK Services, Inc. for this project in the amount of \$73,389.50 for a total of \$684,514.50. 2) Adopt the resolution accepting work, authorizing the Public Works Director/City Engineer to File a Notice of Completion and authorizing the Director of Finance to make a final payment of \$42,890.11 plus retention of \$34,225.73 to be paid 35 days after recordation of the Notice of Completion pending approval of the Community Development Block Grant Coordinator. He stated there was a correction to the staff report as the contract was actually awarded to MCK Services, Inc. on February 10, 2015.

The Council discussed the positive feedback they received regarding the road improvements and thanked Director of Public Works/City Engineer Bernal for his due diligence.

In response to Councilmember Tiscareno, Director of Public Works/City Engineer Bernal stated staff retained an ongoing list of requests and they communicate with those individuals and copied the City Council. He acknowledged the City Council for committing funding that had allowed them to take advantage of good oil prices and add to the projects that were completed.

RESOLUTION NO. 2015/53

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno the City Council unanimously 1).Authorized the Director of Finance to amend the 2014-2015 Capital Improvement Budget to increase Gas Tax funding for the Downtown Roadway Pavement Rehabilitation project in the amount of \$50,000 and increase the existing contract with MCK Services, Inc. for this project in the amount of \$73,389.50 for a total of \$684,514.50. 2) Adopted the resolution accepting work, authorizing the Public Works Director/City Engineer to File a Notice of Completion and authorizing the Director of Finance to make a final payment of \$42,890.11 plus retention of

\$34,225.73 to be paid 35 days after recordation of the Notice of Completion pending approval of the Community Development Block Grant Coordinator.

10. NINTH STREET ROADWAY IMPROVEMENTS (PW 687)

Public Works Director/City Engineer Bernal presented the staff report dated July 28, 2015 recommending the City Council adopt a resolution authorizing an increase to the existing contract with MCK Services, Inc. for the Ninth Street Roadway Improvements project in the amount of \$135,902.82, accepting the work performed by MCK Services Inc., authorizing the Public Works Director/City Engineer to File a Notice of Completion, and authorizing the Director of Finance to make a final payment of \$98,236.24 plus retention of \$39,061.64 to be paid 35 days after recordation of the Notice of Completion.

In response to Council, Director of Public Works/City Engineer Bernal stated he would do his best to minimize costs and explained there was a built in contingency of approximately 10% to keep projects moving forward and reduce costs.

RESOLUTION NO. 2015/54

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha the City Council unanimously adopted a resolution authorizing an increase to the existing contract with MCK Services, Inc. for the Ninth Street Roadway Improvements project in the amount of \$135,902.82, accepting the work performed by MCK Services Inc., authorizing the Public Works Director/City Engineer to File a Notice of Completion, and authorizing the Director of Finance to make a final payment of \$98,236.24 plus retention of \$39,061.64 to be paid 35 days after recordation of the Notice of Completion.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Manager Duran announced he and Director of Public Works/City Engineer Bernal had met with Senator Glaser and discussed transportation and water issues. He stated staff would be bringing back a discussion on transportation priorities for the next City Council meeting.

COUNCIL COMMUNICATIONS

Councilmember Ogorchock requested the following items be agendized;

- Update from Code Enforcement from Deputy Director of Community Development Graham
- Discussion on name changes for "A" and "L" Streets

She reported on her attendance at a Math Intensive Program sponsored by Parents Connected and the League of California Cities Executive Forum.

Councilmember Rocha reported on her attendance at the League of California Cities Conference and provided Council with notes from the event. She reminded the community that August 4, 2015 was National Night Out (NNO). She stated she would be participating in her neighborhoods first NNO event. She also reported on her attendance at the Tri-Delta Transit Conference and the Senior Center.

Mayor Harper reported there was a Resource Guide available to give the community information on programs and services. He thanked everyone for their patience this evening.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 11:04 P.M. to the next regular Council meeting on August 11, 2015.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JULY 17 - 30, 2015
 FUND/CHECK #

100 General Fund

Non Departmental

357464	BLUE MOUNTAIN AIR INC	CBSC FEE REFUND	1.50
357498	FELLOWSHIP CHURCH	DEPOSIT REFUND	10,976.69
357622	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	826.00
357639	DELTA DENTAL	COBRA	264.47
357708	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	7,744.74
924763	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	965.96

City Council

357560	REGIONAL GOVERNMENT SERVICES	PROFESSIONAL SERVICES	3,000.00
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City Attorney

357553	PECKHAM AND MCKENNEY	PROFESSIONAL SERVICES	12,333.33
357568	SHRED IT INC	SHRED SERVICE	48.16
357630	CONTINUING EDUCATION OF THE BAR	LAW HANDBOOK UPDATE	380.58
357632	COTA COLE ATTORNEYS LLP	LEGAL SERVICES	20,150.98

City Manager

357692	OFFICE MAX INC	OFFICE SUPPLIES	13.78
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City Clerk

357458	BAY AREA NEWS GROUP	LEGAL AD	590.07
357544	OFFICE MAX INC	OFFICE SUPPLIES	87.89

City Treasurer

357702	PFM ASSET MGMT LLC	JUNE ADVISORY SERVICES	7,237.98
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Human Resources

357513	IEDA INC	PROFESSIONAL SERVICES	4,035.84
357568	SHRED IT INC	SHRED SERVICE	48.17

Finance Administration

357458	BAY AREA NEWS GROUP	LEGAL AD	687.08
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Finance Accounting

357568	SHRED IT INC	SHRED SERVICE	48.17
357573	STATE OF CALIFORNIA	FINGERPRINTING	32.00
924769	SUNGARD PUBLIC SECTOR INC	ASP SERVICE	7,069.49

Finance Operations

357582	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	13.30
357705	PROGRESSIVE SOLUTIONS INC	SOFTWARE MAINTENANCE	9,202.24
357732	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	13.30

Non Departmental

357466	CINTAS CORP	BUS LIC OVERPAYMENT REFUND	115.00
357490	DIERKE, JOHN	BUS LIC OVERPAYMENT REFUND	200.00
357506	HAWKINSON HONEY FARMS	BUS LIC OVERPAYMENT REFUND	100.00
357534	MUNICIPAL POOLING AUTHORITY	CRIME PREMIUM	3,210.00
357563	ROGERS ROOFING	BUS LIC OVERPAYMENT REFUND	226.87
357593	ZAMORA, JOSEPH	BUS LIC OVERPAYMENT REFUND	1,250.00
357610	ARTS AND CULTURAL FOUNDATION	CIVIC ARTS SERVICES	25,000.00
357687	MUNICIPAL POOLING AUTHORITY	LIABILITY DEDUCTIBLE	44,493.53
357688	MUNISERVICES LLC	SUTA SERVICES	6,811.84

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JULY 17 - 30, 2015
 FUND/CHECK #

Public Works Street Maintenance

357446 ACE HARDWARE, ANTIOCH	OPERATING SUPPLIES	123.53
357481 CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTAL	2,217.97
357578 SUBURBAN PROPANE	PROPANE OILER	175.30
357633 COUNTY ASPHALT	ASPHALT	2,866.61
357637 DAVID, MARIA E	MILEAGE REIMBURSEMENT	46.00
357676 LOWES COMPANIES INC	SUPPLIES	232.89

Public Works-Signal/Street Lights

924763 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,409.70
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Public Works-Striping/Signing

357497 FASTENAL CO	SUPPLIES	54.94
357529 MB COMPANIES INC	VALVES	266.29
357564 ROYAL BRASS INC	HOSE ASSEMBLY	807.34
357594 ZAP MANUFACTURING INC	REFURBISH SIGN	796.07
357658 HAWKINS TRAFFIC	PAINT	355.80
357665 INTERSTATE SALES	SUPPLIES	3,910.05
357676 LOWES COMPANIES INC	SUPPLIES	491.73
357678 MANERI SIGN COMPANY	SIGNS	6,870.23
357680 MB COMPANIES INC	SUPPLIES	726.87
357691 NORTHAM, TODD L	SAFETY BOOTS REIMBURSEMENT	206.15
924761 GRAINGER INC	SUPPLIES	247.95

Public Works-Facilities Maintenance

357508 HONEYWELL INTERNATIONAL INC	HVAC REPAIRS	2,639.15
357525 LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	2,876.74
357676 LOWES COMPANIES INC	SUPPLIES	175.69
357709 REAL PROTECTION INC	FIRE INSPECTION	975.00
357729 TYLER SHAW DOORS	DOOR REPAIR SERVICE	97.50
924781 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,026.00

Public Works-Parks Maint

357546 OPENING TECHNOLOGIES	DOOR REPLACEMENT	2,611.21
357577 STEWARTS TREE SERVICE INC	TREE SERVICES	1,950.00
357608 APEX GRADING	LANDSCAPE SERVICES	972.00
357695 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	850.00
357714 ROSS RECREATION EQUIPMENT	TABLE SLATS	500.25
357723 STEWARTS TREE SERVICE INC	TREE SERVICES	5,375.00
924780 JOHN DEERE LANDSCAPES PACHECO	CONTROLLER PARTS	43,022.67

Public Works-Median/General Land

357509 HORIZON	IRRIGATION SUPPLIES	356.98
357550 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,364.00
357608 APEX GRADING	DISKING	1,500.00
357696 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,420.00

Police Administration

357453 ASR - BRICKER MINCOLA	UNIFORM GEAR	191.32
357455 BANK OF AMERICA	TRAINING	523.60
357457 BARNETT MEDICAL SERVICES INC	WASTE DISPOSAL SERVICE	110.00
357467 CLASSY GLASS	ALARM PERMIT REFUND	36.00

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357468 CNOA	TRAINING-BROGDON	45.00
357469 CNOA	TRAINING-COLLEY	45.00
357470 CNOA	TRAINING-MORIN	45.00
357471 CNOA	TRAINING-EVANS	45.00
357472 CNOA	TRAINING-HEWITT	45.00
357477 CCC POLICE CHIEFS ASSOC	MEMBER DUES	775.00
357482 CSI FORENSIC SUPPLY	SUPPLIES	257.76
357491 DOMINGUEZ, MARTHA	ALARM PERMIT REFUND	36.00
357500 FLORES, ABEL	ALARM PERMIT REFUND	36.00
357505 HAWKINS, DONALD	ALARM PERMIT REFUND	37.00
357510 HULL, GAIL	ALARM PERMIT REFUND	36.00
357512 I I I	TUITION-DEE	382.00
357520 JACK IN THE BOX #500	ALARM PERMIT REFUND	36.00
357524 LC ACTION POLICE SUPPLY	SUPPLIES	1,120.48
357527 LU, LOUIE	ALARM PERMIT REFUND	36.00
357530 MCCORMICK, JOSEPH	ALARM PERMIT REFUND	37.00
357531 MCKINNON, KAREEM	ALARM PERMIT REFUND	37.00
357538 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	153.03
357539 NGUYEN, PHUONG	ALARM PERMIT REFUND	36.00
357540 NISSEN, TARRA L	EXPENSE REIMBURSEMENT	216.47
357541 NOBRIGA, REVELIA	ALARM PERMIT REFUND	36.00
357555 PRATER-RIDEAUX, VALERIE	ALARM PERMIT REFUND	36.00
357559 REACH PROJECT INC	PROGRAM SERVICES	17,083.00
357567 SHARP, ALFRED	ALARM PERMIT REFUND	37.00
357568 SHRED IT INC	SHRED SERVICE	322.09
357571 ST CLAIRE, VIRGINIA	ALARM PERMIT REFUND	36.00
357580 TACVIEW INC	SURVEILLANCE CAMERA	2,218.00
357592 YBANEZ, GLADYS	ALARM PERMIT REFUND	36.00
357595 AAA NC NU	ALARM PERMIT REFUND	36.00
357597 ACOSTA, BRENDA	ALARM PERMIT REFUND	37.00
357598 ADAMS, SARAH	ALARM PERMIT REFUND	36.00
357599 ADAMSON POLICE PRODUCTS	AMMUNITION	830.04
357600 ALL PRO PRINTING SOLUTIONS	PRINTING FORMS	2,043.08
357609 ARIAS JR, MARIO	ALARM PERMIT REFUND	36.00
357613 BARAJAS, HILDA	ALARM PERMIT REFUND	36.00
357614 BARBEE, ARTHUR	ALARM PERMIT REFUND	36.00
357618 BROOKS III, TAMMANY N	EXPENSE REIMBURSEMENT	192.75
357623 CALICA, ELISA	ALARM PERMIT REFUND	36.00
357625 CARTER, DAVID	ALARM PERMIT REFUND	36.00
357626 CATAGAN, KAYRA	ALARM PERMIT REFUND	36.00
357634 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	70.00
357636 DANIELS, ANTHONY	ALARM PERMIT REFUND	36.00
357638 DEE, KRISTOPHER M	MEAL ALLOWANCE	37.50
357640 DIACONIS, SHINE	ALARM PERMIT REFUND	36.00
357645 DUNN, SIENNA	ALARM PERMIT REFUND	36.00
357646 ENFORCEMENT TECHNOLOGY GROUP INC	EQUIPMENT	24,338.95

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357647 ERICKSON, MARY	ALARM PERMIT REFUND	36.00
357648 FAIL, SANDRA	ALARM PERMIT REFUND	36.00
357651 FLAHARTY, SANDRA	ALARM PERMIT REFUND	36.00
357652 FRAZIER-MYERS, REJOIS	ALARM PERMIT REFUND	36.00
357659 HERRERA, DENNIS AND RHODA	ALARM PERMIT REFUND	37.00
357666 JN TACTICAL LLC	TOOL	1,045.00
357668 KOUKIS, LINDA	ALARM PERMIT REFUND	36.00
357669 LAMENDOLA, DOROTHY	ALARM PERMIT REFUND	37.00
357670 LAW OFFICES OF JONES AND MAYER	LEGAL SERVICES	95.00
357671 LC ACTION POLICE SUPPLY	SUPPLIES	2,109.00
357681 MCNEAL, GENNIE AND STEVIE	ALARM PERMIT REFUND	72.00
357690 NISSEN, TARRA L	EXPENSE REIMBURSEMENT	72.12
357693 OLIVA, OLIVER	ALARM PERMIT REFUND	36.00
357700 PETERSON, JAN	ALARM PERMIT REFUND	36.00
357701 PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	30.02
357707 QUINONES, EDGAR	ALARM PERMIT REFUND	36.00
357713 ROMITI, BERNARD	ALARM PERMIT REFUND	36.00
357715 SANKHAGOWIT, YONGYOUTH	ALARM PERMIT REFUND	37.00
357716 SERRANO, CECILIO AND MAGGIE	ALARM PERMIT REFUND	36.00
357720 SPRINGLEAF FINANCIAL SERVICES	ALARM PERMIT REFUND	36.00
357722 STATE OF CALIFORNIA	FINGERPRINTING	356.00
357727 TRAINING INNOVATIONS INC	ANNUAL RENEWAL	750.00
357728 TRANTHAM, ROSE	ALARM PERMIT REFUND	37.00
357735 VASSALLO, MAYONA	ALARM PERMIT REFUND	37.00
357742 WILLIAMS, PATRICIA	ALARM PERMIT REFUND	37.00
357743 WILSON, JAMES	ALARM PERMIT REFUND	36.00
357744 WYMAN, ANN	ALARM PERMIT REFUND	37.00
924755 A AND B CREATIVE TROPHIES	NAMEPLATE	13.08
924759 CRYSTAL CLEAR LOGOS INC	EMBROIDERY SERVICE	490.50
924764 IMAGE SALES INC	BADGES	17.86
924779 IMAGE SALES INC	BADGES	201.04
924782 MOBILE MINI LLC	STORAGE CONTAINER	143.44
Police Community Policing		
357502 GEIS, RYAN A	MILEAGE REIMBURSEMENT	69.84
357511 HUNT AND SONS INC	FUEL	56.91
357543 OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT MEDICAL	810.00
357556 PSYCHOLOGICAL RESOURCES INC	PROFESSIONAL SERVICES	900.00
357639 DELTA DENTAL	PAYROLL DEDUCTIONS	371.37
357643 DOGTRA COMPANY	TRAINING	174.01
357683 MOORE K9 SERVICES	TRAINING	1,600.00
Police Investigations		
357537 NECROPSY SERVICES GROUP	NECROPSY SERVICES	1,500.00
357672 LEADS ONLINE LLC	RENEWAL	4,428.00
357719 SPECIAL SERVICES GROUP LLC	COVERT TRACK	1,800.00
Police Special Operations Unit		
357726 TOYOTA FINANCIAL SERVICES	2015 TOYOTA TUNDRA	732.47

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Police Communications

357451 AMERICAN TOWER CORPORATION	TOWER RENTAL	222.84
357474 CONTRA COSTA COUNTY	TELECOMMUNICATIONS SERVICE	720.00
357503 GLOBALSTAR	TELECOMMUNICATIONS SERVICE	88.04
357611 AT AND T MCI	PHONE	50.01
357697 PACIFIC TELEMAGEMENT SERVICES	LOBBY PAY PHONE	78.00
924762 HUBB SYSTEMS LLC DATA 911	MAINTENANCE AGREEMENT	179,137.95

Police Facilities Maintenance

357450 AMERICAN CARPORTS INC	EMERGENCY VEHICLE COVER	4,164.00
357525 LENHART ALARM AND SECURITY	ALARM SYSTEM MONITORING	150.00
357601 ALTA FENCE	FENCE REPAIR	2,863.00
357616 BELUS CONSTRUCTION	CONSTRUCTION REPAIRS	9,710.00
357676 LOWES COMPANIES INC	WASHING MACHINE	90.11
357677 M AND L OVERHEAD DOORS	GATE REPAIR	192.53
357729 TYLER SHAW DOORS	DOOR REPAIR SERVICE	130.00
924778 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	269.55
924781 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,597.00

Community Development Administration

357737 VERIZON WIRELESS	WIRELESS CONNECTION	38.01
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Community Development Land Planning Services

357456 BANK OF AMERICA	SUPPLIES	1,425.50
357458 BAY AREA NEWS GROUP	LEGAL AD	198.00
357674 LOEWKE PLANNING ASSOCIATES	CONSULTING SERVICES	37,180.30

CD Code Enforcement

357523 K2GC	ABATEMENT SERVICES	375.74
357653 GALLEGOS, JEFFREY R	CHARGER	27.24
357737 VERIZON WIRELESS	WIRELESS CONNECTION	152.04

PW Engineer Land Development

357587 VERIZON WIRELESS	DATA PLAN	76.02
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Community Development Building Inspection

357464 BLUE MOUNTAIN AIR INC	TECH FEE REFUND	91.62
357738 VIGIL, EUGENE	SAFETY BOOTS REIMBURSEMENT	190.00

Capital Imp. Administration

357544 OFFICE MAX INC	OFFICE SUPPLIES	121.42
357587 VERIZON WIRELESS	DATA PLAN	38.01

Community Development Engineering Services

357458 BAY AREA NEWS GROUP	LEGAL AD	76.54
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212 CDBG Fund

CDBG

357476 CONTRA COSTA COUNTY	CDBG SERVICES	1,500.00
924766 MCK SERVICES INC	DEVELOPMENT BLOCK PROJECT	170,810.37

213 Gas Tax Fund

Streets

357603 AMERICAN PAVEMENT SYSTEMS INC	PAVEMENT PROJECT	834,518.70
924766 MCK SERVICES INC	DEVELOPMENT BLOCK PROJECT	202,398.67
924785 PARSONS BRINCKERHOFF INC	PROFESSIONAL SERVICES	25,798.12

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214 Animal Control Fund

Non Departmental

357650 FIX OUR FERALS VETERINARY SERVICES 840.00

Animal Control

357494 EAST BAY VETERINARY EMERGENCY VETERINARY SERVICES 839.47
 357495 EAST HILLS VETERINARY HOSPITAL VETERINARY SERVICES 5,470.14
 357604 ANIMAL CARE EQUIPMENT SUPPLIES 1,513.36
 357605 ANIMAL SUPPLY LOGISTICS SUPPLIES 493.72
 357661 HILLS PET NUTRITION ANIMAL FOOD 851.46
 357692 OFFICE MAX INC OFFICE SUPPLIES 155.41
 357746 ZOETIS LLC SUPPLIES 520.80
 924777 HAMMONS SUPPLY COMPANY SUPPLIES 196.20
 924781 LEES BUILDING MAINTENANCE JANITORIAL SERVICES 458.00

215 Civic Arts Fund

Civic Arts

357610 ARTS AND CULTURAL FOUNDATION CIVIC ARTS SERVICES 14,000.00

219 Recreation Fund

Non Departmental

357551 PARKER, JOHN EVENT CANCELLATION REFUND 577.20
 357679 MARTINEZ, MEYBER DEPOSIT REFUND 1,000.00
 357717 SILENT PARTNER PRIVATE SECURITY SECURITY SERVICE 1,462.50
 357721 STATE BOARD OF EQUALIZATION SALES TAX 895.82
 357745 ZARATE, JOSE DEPOSIT REFUND 1,180.00

Recreation Admin

357525 LENHART ALARM AND SECURITY ALARM SYSTEM MONITORING 300.00

Senior Programs

357456 BANK OF AMERICA SUPPLIES 1,510.06
 357729 TYLER SHAW DOORS DOOR REPAIR SERVICE 292.50
 924781 LEES BUILDING MAINTENANCE JANITORIAL SERVICES 353.00

Recreation Classes/Prog

357496 EL CAMPANIL THEATRE PRESERVATION THEATRE RENTAL 600.00
 357554 PLAY WELL TEKNOLOGIES CONTRACTOR PAYMENT 2,090.00
 357562 ROBERTS, NANCY CONTRACTOR PAYMENT 826.80
 357573 STATE OF CALIFORNIA FINGERPRINTING 64.00
 357621 BUENCONSEJO, MA TERESA CLASS REFUND 182.00

Recreation Camps

357456 BANK OF AMERICA SUPPLIES 73.20

Recreation Sports Programs

357449 ALEXANDER, ALEX YOUTH SPORTS REFUND 100.00
 357573 STATE OF CALIFORNIA FINGERPRINTING 32.00
 357620 BSN SPORTS SUPPLIES 250.43
 924771 A AND B CREATIVE TROPHIES TROPHIES 391.91

Recreation-New Comm Cntr

357447 ACME SECURITY SYSTEMS ALARM MONITORING 300.00
 357456 BANK OF AMERICA SUPPLIES 523.52
 357463 BIG SKY LOGOS AND EMBROIDERY SHIRTS 982.31

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357492 DUGAND, KARINA	CONTRACTOR PAYMENT	240.00
357501 GARDA CL WEST INC	ARMORED CAR PICK UP	265.05
357573 STATE OF CALIFORNIA	FINGERPRINTING	32.00
357583 UNITED STATES POSTAL SERVICE	POSTAGE	4,000.00
357612 BAGNESCHI, ALBERTA	CONTRACTOR PAYMENT	348.00
357639 DELTA DENTAL	PAYROLL DEDUCTIONS	63.27
357641 DISCOUNT SCHOOL SUPPLY	SUPPLIES	408.91
357676 LOWES COMPANIES INC	SUPPLIES	184.11
357737 VERIZON WIRELESS	WIRELESS CONNECTION	38.01
924778 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	270.68
222 Measure C/J Fund		
Streets		
357521 JJR CONSTRUCTION INC	SIDEWALK PROJECT	186,290.13
357536 NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS	810.00
226 Solid Waste Reduction Fund		
Solid Waste Used Oil		
357710 REPUBLIC SERVICES INC	CURBSIDE OIL COLLECTION	1,643.60
229 Pollution Elimination Fund		
Channel Maintenance Operation		
357606 ANKA BEHAVIORAL HEALTH INC	LANDSCAPE MAINTENANCE	10,672.00
357608 APEX GRADING	DISKING	500.00
357631 CONTRA COSTA COUNTY	INSPECTION SERVICES	348.00
357682 MJH EXCAVATING INC	OPERATED EQUIPMENT RENTAL	4,770.00
357711 RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	6,694.00
238 PEG Franchise Fee Fund		
Non Departmental		
357644 DSAN CORPORATION	LIMITIMER PRO-2000	976.00
251 Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1		
357608 APEX GRADING	DISKING	7,512.00
357725 TERRACARE ASSOCIATES	TURF MOWING	136.60
Lonetree Maintenance Zone 2		
357608 APEX GRADING	DISKING	4,500.00
Lonetree Maintenance Zone 3		
357608 APEX GRADING	DISKING	6,000.00
Lonetree Maintenance Zone 4		
357725 TERRACARE ASSOCIATES	TURF MOWING	218.56
252 Downtown SLLMD Fund		
Downtown Maintenance		
357486 DELTA FENCE CO	RAILING REPAIR	4,280.00
357725 TERRACARE ASSOCIATES	TURF MOWING	136.60
253 Almondridge SLLMD Fund		
Almondridge Maintenance		
357608 APEX GRADING	DISKING	500.00

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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

357608 APEX GRADING	DISKING	7,162.00
357696 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,995.00
357725 TERRACARE ASSOCIATES	TURF MOWING	355.16

Hillcrest Maintenance Zone 2

357608 APEX GRADING	DISKING	8,442.00
357696 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,285.00
357725 TERRACARE ASSOCIATES	TURF MOWING	486.30

Hillcrest Maintenance Zone 4

357550 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,396.00
357608 APEX GRADING	DISKING	9,243.00
357725 TERRACARE ASSOCIATES	TURF MOWING	273.20

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

357608 APEX GRADING	DISKING	1,000.00
357725 TERRACARE ASSOCIATES	TURF MOWING	355.16

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

357608 APEX GRADING	DISKING	3,500.00
357725 TERRACARE ASSOCIATES	TURF MOWING	5.46

Citywide 2A Maintenance Zone 4

357608 APEX GRADING	DISKING	5,000.00
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Citywide 2A Maintenance Zone 5

357608 APEX GRADING	DISKING	10,500.00
357695 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	840.00

Citywide 2A Maintenance Zone 6

357608 APEX GRADING	DISKING	1,500.00
357725 TERRACARE ASSOCIATES	TURF MOWING	327.84

Citywide 2A Maintenance Zone 8

357608 APEX GRADING	DISKING	10,500.00
357695 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	1,020.00
357725 TERRACARE ASSOCIATES	TURF MOWING	27.32

Citywide 2A Maintenance Zone 9

357608 APEX GRADING	DISKING	10,500.00
357695 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,300.00
357725 TERRACARE ASSOCIATES	TURF MOWING	81.96

Citywide 2A Maintenance Zone 10

357608 APEX GRADING	DISKING	8,891.00
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257 SLLMD Administration Fund

SLLMD Administration

357461 BELUS CONSTRUCTION	CONSTRUCTION SERVICE	4,500.00
357676 LOWES COMPANIES INC	SUPPLIES	76.43
357723 STEWARTS TREE SERVICE INC	TREE SERVICES	5,875.00
357725 TERRACARE ASSOCIATES	TURF MOWING	327.84
924765 JOHN DEERE LANDSCAPES PACHECO	VALVE REPAIR KITS	121.15

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924780 JOHN DEERE LANDSCAPES PACHECO	CONTROLLER PARTS	13,804.15
924786 QUENVOLDS	SAFTEY SHOES-BURGESS	218.09
259 East Lone Tree SLLMD Fund		
Zone 1-District 10		
357569 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
357608 APEX GRADING	DISKING	1,000.00
376 Lone Diamond Fund		
Assessment District		
357711 RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	14,931.95
570 Equipment Maintenance Fund		
Non Departmental		
357511 HUNT AND SONS INC	FUEL	8,606.63
Equipment Maintenance		
357452 ANTIOCH AUTO PARTS	AC PARTS	3.02
357481 CRESCO EQUIPMENT RENTALS	SUPPLIES	84.56
357493 EAST BAY TIRE CO	TIRE REPAIR	157.90
357525 LENHART ALARM AND SECURITY	ALARM SYSTEM MONITORING	150.00
357528 MAACO	PAINT	140.00
357543 OCCUPATIONAL HEALTH CENTERS	VACCINE	105.50
357579 SUPERIOR AUTO PARTS	PLASTIC TIES	47.88
357588 WALNUT CREEK FORD	BUMPER	875.63
357591 WINTER CHEVROLET CO	PLASTIC TIES	241.83
357607 ANTIOCH AUTO PARTS	SUPPLIES	872.27
357627 CHUCKS BRAKE AND WHEEL SERVICE	SOLENOID	140.39
357657 HARLEY DAVIDSON	BATTERY	2,052.00
357684 MSI FUEL MANAGEMENT INC	COMPUTER EQUIPMENT	49,648.21
357686 MUNICIPAL MAINT EQUIPMENT INC	ROTARY UNION	885.69
357698 PETERSON	SUPPLIES	2,866.36
357699 PETERSON	COOLANT TANK	51.42
357706 PURSUIT NORTH	VEHICLE BUILD	4,329.90
357739 WALNUT CREEK FORD	BRAKE PARTS STOCK	1,027.58
924776 GRAINGER INC	SUPPLIES	739.45
573 Information Services Fund		
Information Services		
357615 BARTON, T ALAN	EXPENSE REIMBURSEMENT	934.95
Network Support & PCs		
357447 ACME SECURITY SYSTEMS	KEY	103.75
357629 COMCAST	ISP SERVICE	130.34
924774 DIGITAL SERVICES	WEBSITE MAINTENANCE	3,055.00
Office Equipment Replacement		
357507 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	14,556.34
357558 QUICK PC SUPPORT	ANNUAL SOFTWARE CONTRACT	12,500.00
357660 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	1,184.86
611 Water Fund		
Non Departmental		
357561 ROBERTS AND BRUNE CO	SUPPLIES	7,057.75

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357589 WESCO RECEIVABLES CORP	SUPPLIES	268.40
924761 GRAINGER INC	SUPPLIES	444.45
924776 GRAINGER INC	SUPPLIES	319.68
924777 HAMMONS SUPPLY COMPANY	SUPPLIES	150.42
Water Supervision		
357459 BAY AREA NEWS GROUP	NEWSPAPER SUBSCRIPTION	161.62
Water Production		
357462 BENNETT, KORY C	RENEWAL REIMBURSEMENT	105.00
357478 CONTRA COSTA WATER DISTRICT	RAW WATER	843,064.27
357499 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	128.29
357504 HACH CO	LAB SUPPLIES	154.26
357511 HUNT AND SONS INC	SOLTRON	387.60
357514 IEH LABORATORIES	SAMPLE TESTING	350.00
357525 LENHART ALARM AND SECURITY	ALARM SYSTEM MONITORING	300.00
357586 USA BLUE BOOK	SAMPLES	254.43
357596 ACE HARDWARE, ANTIOCH	SUPPLIES	19.59
357608 APEX GRADING	DISKING	4,890.00
357617 BORGES AND MAHONEY	CHLORINATOR PARTS	1,426.33
357649 FASTENAL CO	SUPPLIES	29.95
357655 HACH CO	LAB SUPPLIES	24.84
357662 HONEYWELL INTERNATIONAL INC	HVAC REPAIR	557.70
357663 I KRUGER INC	GLAND HOUSING	945.92
357667 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	37,223.33
357676 LOWES COMPANIES INC	SUPPLIES	207.10
357712 ROBERTS AND BRUNE CO	VALVE KIT	803.49
357724 T AND T PAVEMENT MARKINGS	SUPPLIES	591.33
357740 WALTER BISHOP CONSULTING	CONSULTING SERVICES	3,879.90
924758 CHEMTRADE CHEMICALS US LLC	ALUM	4,632.27
924760 EUROFINS EATON ANALYTICAL INC	MONITORING	100.00
924761 GRAINGER INC	SUPPLIES	304.12
924768 SIERRA CHEMICAL CO	CHLORINE	4,073.79
924772 AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,719.30
924773 CHEMTRADE CHEMICALS US LLC	ALUM	5,066.31
924775 EUROFINS EATON ANALYTICAL INC	MONITORING	1,350.00
924776 GRAINGER INC	SUPPLIES	18.72
924781 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	307.00
924783 NTU TECHNOLOGIES INC	POLYMER	2,700.00
924784 OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	11,640.07
924788 SIERRA CHEMICAL CO	CHLORINE	4,073.79
Water Distribution		
357454 BANK OF AMERICA	PLATFORM	3,619.21
357479 CORDAWAY, JONATHAN G	EDUCATION REIMBURSEMENT	50.00
357481 CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTAL	2,217.96
357483 CWEA SFBS	RENEWAL-PADILLA/OLSEN	312.00
357484 CWEA SFBS	MEMBER-BROOKS	156.00
357497 FASTENAL CO	SUPPLIES	241.98

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357507 HEWLETT PACKARD COMPANY	HP 5Y NEXTBUSDAY ONSITE	1,014.10
357516 INFOSEND INC	POSTAGE	10,435.84
357545 OLSEN, LOUIS	RENEWAL REIMBURSEMENT	79.00
357561 ROBERTS AND BRUNE CO	SUPPLIES	1,631.30
357576 STATE WATER CONTROL BOARD	CERTIFICATE RENEWAL	190.00
357596 ACE HARDWARE, ANTIOCH	SUPPLIES	15.76
357600 ALL PRO PRINTING SOLUTIONS	# 9 DIAGONAL SEAM ENVELOPE	8,665.66
357607 ANTIOCH AUTO PARTS	SUPPLIES	61.32
357624 CALIFORNIA PRINTING CONSULTANTS	WATER BILLS/FORMS	2,754.35
357633 COUNTY ASPHALT	ASPHALT	603.92
357676 LOWES COMPANIES INC	SUPPLIES	287.32
357685 MT DIABLO LANDSCAPE CENTERS INC	SUPPLIES	206.34
357689 NCBPA	WORKSHOP	200.00
357692 OFFICE MAX INC	SUPPLIES	686.86
357712 ROBERTS AND BRUNE CO	PIPE & FITTINGS	8,064.55
357730 TYLER TECHNOLOGIES	ANNUAL SOFTWARE	12,848.26
357731 UNDERGROUND SERVICE ALERT INC	ANNUAL MEMBERSHIP	896.70
924765 JOHN DEERE LANDSCAPES PACHECO	SUPPLIES	32,046.75
924776 GRAINGER INC	SUPPLIES	742.56
924780 JOHN DEERE LANDSCAPES PACHECO	ANTENNA	272.50
Water Meter Reading		
357676 LOWES COMPANIES INC	SUPPLIES	84.30
Public Buildings & Facilities		
357619 BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	374.75
357736 VAULT ACCESS AND SOLUTIONS	ALUMINUM PLANT BASIN	18,200.00
Warehouse & Central Stores		
357525 LENHART ALARM AND SECURITY	ALARM SYSTEM MONITORING	150.00
357582 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	13.30
357732 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	13.30
924776 GRAINGER INC	SUPPLIES	18.70
621 Sewer Fund		
Sewer-Wastewater Collection		
357446 ACE HARDWARE, ANTIOCH	SUPPLIES	35.73
357454 BANK OF AMERICA	SUPPLIES	1,550.42
357516 INFOSEND INC	POSTAGE	10,435.78
357519 JACK DOHENY SUPPLIES INC	TRUCK SWIVEL JOINT	267.06
357525 LENHART ALARM AND SECURITY	ALARM SYSTEM MONITORING	600.00
357549 OWEN EQUIPMENT SALES	VACTOR RENTAL	4,922.39
357596 ACE HARDWARE, ANTIOCH	SUPPLIES	7.84
357600 ALL PRO PRINTING SOLUTIONS	# 9 DIAGONAL SEAM ENVELOPE	8,665.89
357607 ANTIOCH AUTO PARTS	SOCKET ADAPTOR	38.43
357624 CALIFORNIA PRINTING CONSULTANTS	WATER BILLS/FORMS	2,739.94
357633 COUNTY ASPHALT	ASPHALT	603.91
357635 CWEA SFBS	RENEWAL-LAWSON	81.00
357642 DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	2,115.00
357649 FASTENAL CO	SUPPLIES	54.89

Prepared by: Georgina Meek
 Finance Accounting

8/6/2015

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JULY 17 - 30, 2015
 FUND/CHECK #

357730 TYLER TECHNOLOGIES	SOFTWARE MAINTENANCE	12,848.26
357731 UNDERGROUND SERVICE ALERT INC	ANNUAL MEMBERSHIP	896.70
924787 SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	4,500.00
Non Departmental		
357465 CHARLOT, LAURENCE	BERTH DEPOSIT REFUND	364.94
357480 CORDES, KENNETH	BERTH DEPOSIT REFUND	289.72
357518 IPPOLITO, TONY	BERTH DEPOSIT REFUND	290.00
357522 JUREK, VALDI	BERTH DEPOSIT REFUND	290.58
357565 SCHROEDER, TYSON	BERTH DEPOSIT REFUND	48.30
357570 SLIDER, JAMES	BERTH DEPOSIT REFUND	290.00
Marina Administration		
357525 LENHART ALARM AND SECURITY	ALARM SYSTEM MONITORING	150.00
357575 STATE OF CALIFORNIA*	LOAN PAYMENT	293,050.62
357677 M AND L OVERHEAD DOORS	RESTROOM REPAIR	1,162.64
Marina Maintenance		
357535 MURRIETTA, CHARLENE L	EXPENSE REIMBURSEMENT	46.10
357676 LOWES COMPANIES INC	SUPPLIES	83.31
924781 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,250.00
641 Prewett Water Park Fund		
Non Departmental		
357566 SCOTT, LINDA	DEPOSIT REFUND	500.00
357721 STATE BOARD OF EQUALIZATION	SALES TAX	2,277.39
Recreation Water Park		
357448 ADORETEX INC	SUPPLIES	621.78
357456 BANK OF AMERICA	SUPPLIES	657.96
357460 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICES	1,500.00
357473 COMMERCIAL POOL SYSTEMS INC	PUMP REPLACEMENT	981.13
357501 GARDA CL WEST INC	ARMORED CAR PICK UP	265.04
357525 LENHART ALARM AND SECURITY	ALARM SYSTEM MONITORING	750.00
357532 MUIR, ROXANNE	INSTRUCTOR FEES	105.00
357542 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	150.00
357544 OFFICE MAX INC	OFFICE SUPPLIES	270.95
357573 STATE OF CALIFORNIA	FINGERPRINTING	64.00
357583 UNITED STATES POSTAL SERVICE	POSTAGE	4,000.00
357584 UNIVAR USA INC	CHEMICALS	1,993.88
357602 AMERICAN LOCKER SECURITY SYSTEMS	LOCKER TOKENS	295.00
357628 COLE SUPPLY CO INC	SUPPLIES	266.63
357673 LINCOLN EQUIPMENT INC	TEST KITS	240.02
357676 LOWES COMPANIES INC	SUPPLIES	557.79
357694 OSTERDOCK, TIM	LIFEGUARD CAMP REIMBURSEMEN	136.00
357703 PITCHER, JUSTIN WILLIAM	MEAL ALLOWANCE	92.00
357704 PRAXAIR DISTRIBUTION INC	SAFETY SUPPLY	103.55
357718 SPADINI, LISA	CLASS REFUND	209.00
357733 UNIVAR USA INC	CHEMICALS	2,341.85
357741 WATER SAFETY PRODUCTS INC	SUPPLIES	714.69

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JULY 17 - 30, 2015
 FUND/CHECK #

Rec Prewett Concessions

357525	LENHART ALARM AND SECURITY	ALARM SYSTEM MONITORING	150.00
357585	US FOODSERVICE INC	CONCESSION SUPPLIES	2,806.19
357590	WHIRLEY INDUSTRIES INC	TWIST YARD	2,796.41
357664	ICEE COMPANY, THE	SUPPLIES	1,002.98
357734	US FOODSERVICE INC	CONCESSION SUPPLIES	2,149.94

721 Employee Benefits Fund

Non Departmental

357475	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
357487	DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00
357488	DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
357489	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	59.00
357515	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	831.00
357517	INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
357526	LINA	PAYROLL DEDUCTIONS	5,446.67
357533	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,747.49
357547	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,703.00
357548	OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	8,483.97
357552	PARS	PAYROLL DEDUCTIONS	6,771.60
357557	PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,686.72
357572	STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	877.00
357574	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	87.68
357581	RECIPIENT	PAYROLL DEDUCTIONS	112.15
357639	DELTA DENTAL	PAYROLL DEDUCTIONS	32,836.68
357656	EMPLOYEE	REPLACEMENT CHECK	98.45
924756	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	535.50
924757	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTIONS	12,205.79
924767	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	50,339.40
924770	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	5,820.87



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: William R. Galstan, Interim Asst. City Attorney *William R. Galstan*

SUBJECT: **Rejection of Claim: April Lujano**

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by April Lujano that was received on July 1, 2015.

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

D

Agenda Item #



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynne Filson, Assistant City Engineer *LF*

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

SUBJECT: Ordinance Amending Sections 4-5.1501.4 and 4-5.1501.5 of the Antioch Municipal Code and Changing the Prima Facie Speed Limit on Buchanan Road, Canada Valley Road, and Somersville Road/Auto Center Drive (PW 282-3A)

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached Ordinance amending the Antioch Municipal Code "Special Speed Zones" Sections 4-5.1501.4 and 4-5.1501.5 in order to change the prima facie speed limit on Buchanan Road, Canada Valley Road, and Somersville Road/Auto Center Drive.

DISCUSSION

The ordinance, included as Attachment "A", was introduced by the City Council on July 28, 2015. The full staff report from July 28, 2015 is included as attachment B.

ATTACHMENTS

- A: Proposed Ordinance
- B: Staff report from July 28, 2015

ATTACHMENT "A"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTIONS 4-5.1501.4 and 4-5.1501.5 OF THE ANTIOCH
MUNICIPAL CODE IN ORDER TO CHANGE THE PRIMA FACIE SPEED
LIMIT ON VARIOUS STREETS

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. The text of Sections 4-5.1501.4 (D) and (V) of the Antioch Municipal Code are hereby deleted.

SECTION 2. The text of Section 4-5.1501.5 (L) of the Antioch Municipal Code is hereby amended to read as follows:

- (J) Buchanan Road from Somersville Road to Contra Loma Boulevard;
- (L) Somersville Road from State Route 4 to Buchanan Road;

SECTION 3. The text of Section 4-5.1501.5 of the Antioch Municipal Code to add paragraphs (T) and (U) to read as follows:

- (T) Auto Center Drive from West Fourth Street to State Route 4; and
- (U) Canada Valley Road.

All other text in this section remains the same.

SECTION 3. CEQA.

This Ordinance is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378. 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 that there is no possibility that it may have a significant effect on the environment, subject to a statutory exemption contained in CEQA Guidelines section 15369(b), or subject to a categorical exemption contained in CEQA Guidelines sections 15301, 15302, 15303, 15304, 15307, 15308, and 15309.

SECTION 4. This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be as required in the California Government Code in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

AI

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of July 2015, and passed and adopted at a regular meeting thereof, held on the 11th day of August, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Mayor of the City of Antioch

City Clerk of the City of Antioch

(PW 282-3A)

ATTACHMENT "B"



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynne Filson, Assistant City Engineer *LF*

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

SUBJECT: Ordinance Amending Sections 4-5.1501.4 and 4-5.1501.5 of the Antioch Municipal Code and Changing the Prima Facie Speed Limit on Buchanan Road, Canada Valley Road, and Somersville Road/Auto Center Drive (PW 282-3A)

RECOMMENDED ACTION

It is recommended that the City Council introduce, by title only, an Ordinance amending the Antioch Municipal Code "Special Speed Zones" Sections 4-5.1501.4 and 4-5.1501.5 in order to change the prima facie speed limit on certain streets.

STRATEGIC PURPOSE

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

FISCAL IMPACT

Minor costs will be incurred to remove and replace existing speed limit signs on Buchanan Road and Canada Valley Road. Speed limit signs on Somersville Road/Auto Center Driver will not be affected.

DISCUSSION

In February and March of this year, the City Council approved an update of section 4.5.1501 of the Antioch Municipal Code based on an Engineering and Traffic Survey. A few changes were omitted in the report and/or in the recommendations for proposed speed limits.

Buchanan Road between Gentrytown Drive/Delta Fair Blvd. and Contra Loma Blvd.

This stretch of Buchanan Road is currently 30 mph in the municipal code and the speed limit signs are for 30 mph. The Report mistakenly showed this roadway with a current speed limit of 35 mph and recommended to maintain it. The sample speeds collected showed that the lowest speed observed was 31 mph by 1.36% of the motorists; the 50th percentile speed (50% of the motorists were going this speed or slower) was 37 mph; and the 85th percentile speed (85% of the motorists were going this speed or slower)

was 41 mph. The 85th percentile speed is generally the speed that is used for setting speed limits. The 10 mph pace (the 10 mph range that included the most observed vehicles) was 33-42 mph. The consultant recommended that the speed limit be downgraded from the 85th percentile speed by 5 mph due to the 10 mph pace. A reduction of 5 mph is allowable under certain circumstances in the vehicle code. There is no reduction of more than 5 mph allowed. Staff is recommending that the speed limit be set at 35 mph to allow the use of radar or lidar for speed enforcement.

Canada Valley Road

Canada Valley Road is shown on the Functional Classification Maps of the Federal Highway Administration as a "Local" road and, therefore, does not require an Engineering and Traffic Survey. The speed limit should be set at a speed that would be anticipated by motorists to promote conformance with all speed limit laws. The recommended speed limit in the staff report was 35 mph. The ordinance that passed inadvertently had Canada Valley Road as a 30 mph street. The proposed change is to set Canada Valley Road at 35 mph in the ordinance.

Somersville Road/Auto Center Drive

The code revisions were not properly completed with the last revision regarding the name change and the limit between the 35 mph sections and the 45 mph section. The proposed change is to replace "Somersville Road from the north city limits to the south city limits" with "Somersville Road from the north State Route 4 to Buchanan Road" and add "Auto Center Drive from West Fourth Street to State Route 4" in the 35 mph section of the code. Somersville Road south of Buchanan Road was added to the code in March under the 45 mph section. The speed limit signs do not need to be changed.

Antioch Police Department

Police department staff has reviewed and concurs with these recommendations.

ATTACHMENTS

A: Proposed Ordinance

ATTACHMENT "A"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTIONS 4-5.1501.4 and 4-5.1501.5 OF THE ANTIOCH
MUNICIPAL CODE IN ORDER TO CHANGE THE PRIMA FACIE SPEED
LIMIT ON VARIOUS STREETS

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. The text of Sections 4-5.1501.4 (D) and (V) of the Antioch Municipal Code are hereby deleted.

SECTION 2. The text of Section 4-5.1501.5 (L) of the Antioch Municipal Code is hereby amended to read as follows:

(L) Somersville Road from State Route 4 to Buchanan Road;

SECTION 3. The text of Section 4-5.1501.5 of the Antioch Municipal Code to add paragraphs (T) and (U) to read as follows:

(T) Auto Center Drive from West Fourth Street to State Route 4; and

(U) Canada Valley Road.

All other text in this section remains the same.

SECTION 3. CEQA.

This Ordinance is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378. 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 that there is no possibility that it may have a significant effect on the environment, subject to a statutory exemption contained in CEQA Guidelines section 15369(b), or subject to a categorical exemption contained in CEQA Guidelines sections 15301, 15302, 15303, 15304, 15307, 15308, and 15309.

SECTION 4. This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be as required in the California Government Code in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of July 2015, and passed and adopted at a regular meeting thereof, held on the ___ day of _____ 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Mayor of the City of Antioch

City Clerk of the City of Antioch

(PW 282-3A)

B4



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: William R. Galstan, Interim Asst. City Attorney *William R. Galstan*

SUBJECT: Waive First Reading and Introduce An Ordinance Adding Chapter 20 to Title 8 of the Antioch Municipal Code, Dealing With Expedited Permitting Procedures for Small Residential Rooftop Solar Systems

RECOMMENDED ACTION

It is recommended that the City Council waive first reading and introduce an ordinance adding Chapter 20 to Title 8 of the Antioch Municipal Code, dealing with Expedited Permitting Procedures for Small Residential Rooftop Solar Systems.

STRATEGIC PURPOSE

This action is necessary for the efficient delivery of legal services (Strategy M in the Strategic Plan) and for energy and carbon conservation (Strategy E, Environmental Enhancement in the Strategic Plan).

FISCAL IMPACT

None perceived. The ordinance does allow the imposition of fees to recover costs of providing services.

DISCUSSION

State law, Government Code Sec. 65850(g)(1) requires that every city adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems. Such ordinances are to be adopted prior to September 30, 2015. With the increasing popularity of homeowners installing rooftop solar systems and the number of companies installing such systems, the State has determined that the installation of such systems should have simplified, expedited permitting by cities. The ordinance follows the state requirements for its content. Cities are to develop a solar permit checklist and post the checklist on-line, so that all contractors can know in advance what each city requires in the way of a permit application. Applications may be submitted on-line. The Building Official is to administratively issue the permit if the

application is complete. Only one inspection is required, which can be a combined city-fire district inspection, unless the installation fails the inspection. The ordinance is exempt from CEQA review because it will not have an adverse effect upon the environment (truly, it will have a positive environmental effect).

ATTACHMENT

Ordinance adding Chapter 20 to Title 8 of the Antioch Municipal Code, dealing with expedited permitting procedures for small residential rooftop solar systems.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADDING
CHAPTER 20 TO TITLE 8 OF THE ANTIOCH MUNICIPAL CODE, DEALING WITH
EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP
SOLAR SYSTEMS**

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

Section 1. Chapter 20 is hereby added to Title 8 of the Antioch Municipal Code, to read as follows:

CHAPTER 20. SMALL ROOFTOP SOLAR SYSTEMS

8.20.01 DEFINITIONS.

The following words and phrases as used in this Chapter are defined as follows:

- A) "Electronic submittal" means the utilization of one or more of the following: email, the Internet, facsimile.
- B) "Small residential rooftop solar energy system" means all of the following:
 - 1) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal;
 - 2) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and Civil Code Sec. 714, as such section may be amended, renumbered, or redesignated from time to time.
 - 3) A solar energy system that is installed on a single or duplex-family dwelling;
 - 4) A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.
- C) "Solar energy system" has the same meaning set forth in Sec. 801.5 of the Civil Code, as that section may be amended, renumbered, or redesignated from time to time.

8.20.02 CHECKLIST.

Section 65850.5 of the Government Code provides that local agencies shall develop a checklist of all requirements with which small rooftop solar energy systems shall comply with to conform with expedited review. The Building Official is hereby authorized and directed to develop and adopt such a checklist. The checklist shall be published on the City's website.

8.20.03 VERIFICATION OF STANDARDS.

Prior to submitting an application, the applicant shall:

- 1) Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic and dead and live loads associated with the system to the building foundation; and
- 2) At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

8.20.04 APPLICATIONS.

- 1) An applicant may submit the permit application and associated documentation to the City's Building Division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature.
- 2) An application that satisfies the information requirements in the checklist, as determined by the Building Official, shall be deemed complete. Upon receipt of an incomplete application, the Building Official shall issue a written correction notice detailing all deficiencies in the application and any additional information required. The determination of incompleteness may be appealed to the Board of Administrative Appeals.
- 3) Upon confirmation by the Building Official of the application and supporting documentation being complete and meeting the requirements of the checklist, the Building Official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize the applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.
- 4) Fees for permitting small rooftop residential energy systems shall comply with Government Code Sections 65850, 66015, 66016 and Health & Safety Code Sec. 17951.

8.20.05 INSPECTIONS.

For a small residential rooftop solar energy system, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the Building Official and the Fire Chief or his/her designee. If the system fails inspection, a subsequent inspection is authorized.

Section 2. This Ordinance is exempt from CEQA pursuant to CEQA Guidelines Sec. 15061(b)(3), Review for Exemption, because it can be seen with certainty that the project will not have a significant effect on the environment; therefore the project is not subject to CEQA.

Section 3. In the event any section or portion of this Ordinance shall be determined to be invalid or unconstitutional, such section or sections shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

Section 4. This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation, or by publishing a summary thereof, posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council members voting for and against the ordinance.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Antioch City Council on _____, 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Wade Harper, Mayor

ATTEST:

Arne Simonsen, City Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynne Filson, Assistant City Engineer *LF*

REVIEWED BY: Nancy Kaiser, Parks and Recreation Director *Nancy Kaiser*

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

SUBJECT: Resolution Assigning the Parks and Recreation Commission to Serve as the Local Bicycle and Pedestrian Advisory Committee (PW 409-4)

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached resolution assigning the Parks and Recreation Commission to serve as the Local Bicycle and Pedestrian Advisory Committee (BPAC) to review projects that are proposed to be funded with TDA Article 3, Bicycle and Pedestrian Funds.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan: Ensure well maintained public facilities, rights-of-way and parks. The BPAC will review projects funded with TDA Article 3, Bicycle and Pedestrian Funds, which will construct bicycle and pedestrian transportation improvements in the City.

FISCAL IMPACT

There is no negative fiscal impact in approving the attached resolution appointing the Parks and Recreation Commission as the BPAC for TDA review purposes. There would be a negative fiscal impact without BPAC, as the City would be ineligible for TDA funds.

DISCUSSION

The Transportation Development Act (TDA) of 1971 provides funding for projects that comply with regional transportation plans. TDA funds come from a tax on gasoline products and diesel fuel. These funds provide a variety of transportation and transit related programs that include bicycle, pedestrian, transit and rail operations and other transportation-related programs.

MTC Resolution 4108 established policies and procedures for funding allocations starting in FY 14-15. Per this new policy, municipalities that use TDA funds shall have a

Bicycle and Pedestrian Advisory Committee (BPAC) that meets the following requirements:

- Be composed of bicyclists and pedestrians.
- Be appointed by Council.
- A City BPAC must be composed of at least three members who live or work in the city.
- The City Manager shall designate staff to provide administrative and technical support to the BPAC.

Bicycle and Pedestrian Advisory Committee

The Parks and Recreation Commission is an advisory body to the Antioch City Council that currently meets the requirements of MTC Resolution 4108 for a local BPAC. Specially, the Commission is composed by representatives of the community who are pedestrians and bicyclists, and each of its members is appointed by Council.

The assignment of the Parks and Recreation Commission as the BPAC was discussed with the Director of Parks and Recreation, Nancy Kaiser. She believed that the Parks and Recreation Commission would be supportive of this designation and would enjoy working toward increasing grant funding to the City for bicycle and pedestrian transportation projects and for TDA project review purposes.

As a follow-up action, the Council may wish to direct the Commission to prepare a draft ordinance to update Title 10: Parks and Recreation, Chapter 1: Parks and Recreation Commission of the Antioch Municipal Code to include BPAC duties.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2015/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH DESIGNATING THE ANTIOCH PARKS AND RECREATION COMMISSION TO SERVE AS THE BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE (BPAC) TO REVIEW PROJECTS AND PROGRAMS PROPOSED TO BE FUNDED WITH THE CITY'S ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT, ARTICLE 3 FUNDS (TDA)

WHEREAS, MTC updated its policies and procedures for TDA, Article 3, Pedestrian and Bicycle funding on June 26, 2013. The new policies and procedures include a requirement that each county and city have a Bicycle and Pedestrian Advisory Committee (BPAC) to review each project and program that is proposed to be funded by TDA, Article 3 funds; and

WHEREAS, the City Parks and Recreation Commission is formed by seven members who are appointed by the City Council, and

WHEREAS, the Parks and Recreation Commission is composed by local residents who are pedestrians and bicyclists ensuring an intermodal perspective towards bicycle and pedestrian planning and project prioritization; and

WHEREAS, through the collective knowledge of the Commission members, the Parks and Recreation Commission has comprehensive awareness of the needs of cyclists and pedestrians of the City; and

WHEREAS, the Parks and Recreation Commission meets all the requirements established by the State and MTC to review and prioritize bicycle, pedestrian, and other transportation projects and programs.

NOW, THEREFORE, BE IT RESOLVED, that the Antioch City Council hereby designates the Antioch Parks and Recreation Commission as the City Bicycle and Pedestrian Advisory Committee (BPAC).

BE IT FURTHER RESOLVED, that the City of Antioch hereby designates the Parks and Recreation Commission as its BPAC and review body for TDA Article 3 purposes.

* * * * *

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 11th day of August 2015, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE: August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Steve Duran, City Manager 

SUBJECT: Resolution Authorizing the City Manager to Execute a Use Agreement with Delta 2000 for the Rivertown Resource Center

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute the Use Agreement with Delta 2000, for property management and use of the Rivertown Resource Center, 301 W. 10th Street, Antioch.

STRATEGIC PURPOSE

Property Management responsibilities provided by Delta 2000 will allow this nonprofit to not only continue with the management of the Rivertown Resource Center, but help to expand community related services offered at this location. This recommended action falls under **Strategy L-4:** Implement City Council policies and direction.

FISCAL IMPACT

No fiscal impact will be caused by this action. The property currently is being managed and maintained by Delta 2000.

DISCUSSION

In early 2001, Delta 2000 entered into a Rental Agreement with the City of Antioch for the management and maintenance oversight of City owned properties located at 1811 C Street and 301 West 10th Street in the City of Antioch. The Rental Agreement has been amended four times and, with the recent sale of the property at 1811 C Street to the tenant, Rehabilitation Services of Northern California, the City and Delta 2000 have agreed to enter into a new agreement.

The Use Agreement before the City Council better defines the roles and responsibilities of Delta 2000 as they relate to their property management and maintenance responsibilities associated with the Rivertown Resource Center. Also updated are the

insurance and subtenant reporting requirements as well as rent collection reporting. Delta 2000 has been operating a viable resource center offering a variety of services since early 2001, to not only the citizens of Antioch but to East Contra Costa County residents as well.

Delta 2000 maintains an office in the building rent free in exchange for their property management responsibilities. The term of the Use Agreement is for three (3) years expiring June 30, 2018. The City has the option of terminating earlier by giving Delta 2000 a 60-day notice. The agreement can also be extended for two 12-month periods at the sole direction of the City Manager.

ATTACHMENTS

1. Resolution authorizing the City Manager to execute the Use Agreement with Delta 2000 for Property Located at 301 W. 10th Street
2. Use Agreement Between the City of Antioch and Delta 2000 for Property Located at 301 W. 10th Street

RESOLUTION NO. 2015/

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH DELTA 2000 FOR THE MANAGEMENT AND MAINTENANCE OF THE CITY OWNED PROPERTY LOCATED AT 301 W.10th STREET, ANTIOCH

WHEREAS, Delta 2000 is located on property owned by the City of Antioch at 301 W. 10th Street, Antioch (Property), which property is more particularly described in Recital A. of the Use Agreement (UA); and

WHEREAS, the City has leased the Property to Delta 2000 since 2001, and Delta 2000 has provided property management services since that time; and

WHEREAS, the City's lease of Property with Delta 2000 expired on September 30, 2011; and

WHEREAS, Delta 2000, and the City of Antioch desire to enter into a Use Agreement for the Management and Maintenance of the property located at 301 W. 10th Street, Antioch.

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Antioch hereby approves the attached Use Agreement and authorizes the City Manager to execute the same.

* * * *

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 11th day of August, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

USE AGREEMENT

**City of Antioch / Delta 2000
Use of the Rivertown Resource Center
(301 W. 10th St., Antioch, CA 94509 – APN 067-080-038-2)**

THIS USE AGREEMENT (“AGREEMENT”) is made and entered into this _____ day of _____, 2015 by and between the CITY OF ANTIOCH, a municipal corporation (“CITY”) and Delta 2000 (“USER”).

Recitals

- A. CITY owns real property located at 301 W. 10th St. in Antioch, California, APN 067-080-038. This AGREEMENT pertains to that property and will be referred to as the “Property.”
- B. The parties wish to make the Property available to the use of USER for the purpose of the USER serving in a Property Management capacity for CITY, including, but not limited to, tenant screening, leasing terms, ensuring that adequate insurance coverage is being maintained by the sub-users, and rent collection for non-profit sub-users and maintenance of the Property on behalf of CITY. This AGREEMENT is intended to formalize the understandings between the parties regarding the use and operation of the Property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM. The Term of this AGREEMENT shall be from date of execution of this AGREEMENT to June 30, 2018. The parties acknowledge that the future management, operation and maintenance of the Property are subject to change by action of the City Council. Therefore, CITY may give USER a 60-day notice of its intention to terminate this AGREEMENT, and if such notice is given, then the AGREEMENT shall be terminated 60 days from the date of the written notice. The term of this Agreement can be extended for two twelve (12) month periods at the sole discretion of the City Manager. Any extension(s) shall be in writing and approved 30 days prior to the expiration of the current Agreement.

2. USE OF PREMISES.

A. USER will use the Property for the purpose of serving in a Property Management capacity for CITY, including, but not limited to, tenant screening, leasing terms, sub-user insurance compliance, and rent collection for non-profit sub-users and maintenance of the Property on behalf of CITY. USER is to provide quarterly status reports to the CITY as further defined in section 20 J ii. USER shall not use, nor permit the use of, the whole or any part of the Property for any other purpose without having received prior written consent of CITY. If within 10 working after notification from USER the CITY hasn't provided written notification to the USER of the intended use, the

use shall be deemed approved. USER shall also have the right to occupy, and use for its purposes, one of the office spaces located within the Property. The office space shall be the same space as used in the past unless USER and CITY agree to an alternative location.

B. No use shall be made or permitted to be made upon the Property, nor acts done, which will increase the existing rate of insurance upon the Property, or cause cancellation of insurance policies covering said Property. The Property shall not be used for residential purposes. No storage of flammable liquids or products shall be allowed, unless prior approval is given by the Director of Public Works.

C. The Sub-User leases shall attach and incorporate by reference the terms of this Use Agreement. USER is to ensure that the Sub-User subleases have similar termination provisions as the USER's.

3. RENT. In recognition of providing the Property Management services including, but not limited to, the activities listed above, USER will pay no rent to CITY for the term specified above.

4. UTILITIES & OTHER EXPENSES. USER agrees to pay any and all charges for security systems and services, electricity, gas, heat, cooling, telephone, sewer use, water and other utilities used at the Property and to pay any taxes on such utilities levied by the City of Antioch or other taxing authority. USER shall provide its own janitorial service at its own cost and expense and shall maintain the Property in a clean, safe and presentable condition.

5. POSSESSORY INTEREST TAX. USER acknowledges that Contra Costa County may impose a possessory interest tax for its use of the Property, and if such tax is imposed, that USER will be responsible for its payment.

6. MAINTENANCE, ALTERATIONS AND SURRENDER OF PREMISES.

(a) USER shall, throughout the term of this AGREEMENT and so long as it shall remain in possession of the premises, maintain the premises in good, safe and sanitary condition and keep the premises in good repair, including the sidewalks and parking lots. CITY shall not have any responsibility to maintain the premises or to make repairs.

(b) If an extraordinary maintenance, repair or structural problem arises that the USER and the CITY determine within ten (10) days from discovery of the problem that they are unable or unwilling to cure, the CITY may terminate this AGREEMENT by giving written notice to the USER that, pursuant to this subparagraph, the AGREEMENT shall terminate thirty (30) days from the date of the notice. This subparagraph does not relieve the USER of the responsibility for maintaining the premises nor waive the CITY's right to recover the value of damages caused by the USER.

(c) USER shall not commit, suffer or permit any nuisance in or about said premises.

(d) The costs of maintenance and repair of the improvements and the costs of ordinary maintenance and repair of the premises shall be paid for by the USER. The USER shall return the premises to the CITY in as good condition as when delivered, less ordinary wear and tear.

(e) USER shall not make any alterations to the premises without the written consent of CITY. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the term.

(f) If USER makes any alterations to the premises as provided in this paragraph, the alterations shall not be commenced until ten (10) days after CITY has received notice from USER stating the date the installation of the alterations is to commence so that CITY can post and record an appropriate notice of nonresponsibility.

7. HAZARDOUS MATERIALS.

USER shall not (a) use, generate, or store, or allow its employees, contractors or agents to use, generate, or store any Hazardous Materials (as defined below) on the Premises, except for those materials required to perform the work permitted under this AGREEMENT which shall be kept in compliance with all federal, state and local laws and regulations for the protection of the environment, human health and safety, as now in effect or hereafter amended (hereinafter "Environmental Laws"); or (b) release or dispose of, or allow their employees, contractors or agents to release or dispose of, any Hazardous Materials on the Premises. "Hazardous Materials" are those materials now or hereafter are (i) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.) or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.); (ii) listed in the Hazardous Substances List, Title 8, California Code of Regulations, G.I.S.O. Section 337-339, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of the above Code; (iii) characterized, regulated or subject to permitting or warning requirements as hazardous or toxic materials, substances, chemicals, pollutants, contaminants or wastes, or as materials for which removal, remediation or disposal is required, under any Environmental Laws; or (iv) otherwise posing a present or potential hazard to human health, welfare or the environment. USER shall be responsible for and bear the entire cost of removal and disposal, in compliance with Environmental Laws, of all Hazardous Materials and non-hazardous wastes introduced to the Premises by USER during USER's use and possession of the Premises.

8. RIGHT OF ENTRY. USER shall permit CITY's employees to enter upon the Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

9. SIGNS. USER shall not construct or install any exterior sign, awning, banner or advertising balloon without the prior written consent of the CITY.

10. IMPROVEMENTS. Any and all improvements made to the Property during the term hereof shall belong to CITY, except trade fixtures of USER. USER may, upon termination hereof, remove all USER's trade fixtures, but shall repair or pay for all repairs necessary for damages to the Property occasioned by removal.

11. EQUIPMENT. USER shall provide its own equipment.

12. ABANDONMENT. If USER shall abandon or vacate the Property or be dispossessed by process of law or otherwise, any personal property belonging to USER left upon the Property shall be deemed to be abandoned, at the option of the CITY, and shall become CITY's property.

13. ASSIGNMENT. USER shall not assign this AGREEMENT without the prior written consent of CITY. Any such assignment without consent shall be void and, at the option of CITY, may terminate the AGREEMENT.

14. COMPLIANCE WITH LAWS. USER shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Property, occasioned by or affecting the use. The commencement or pendency of any local, state or federal court abatement proceeding affecting the use of the Property shall, at the option of the CITY, be deemed a breach by USER of this AGREEMENT.

15. INDEMNIFICATION. USER agrees to release, indemnify, protect, defend and hold CITY and its officers, agents, employees and volunteers harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, judgments, costs and expenses (including attorneys' fees and costs) (collectively, "Claims") due to injury to or death of, or damage to the Property arising out of or in any way connected to USER's use, management, maintenance and repair of the Property or performance of this AGREEMENT. Negligent or criminal acts by members of the public at the Property shall not be deemed to be the liability or responsibility of CITY. The indemnity provision of this section shall survive the expiration or cancellation of this AGREEMENT.

16. DISCLAIMER OF CONDITION OF PROPERTY. CITY makes no warranty or representation of any kind concerning the Property or the fitness of the Property for the use intended by USER. USER has inspected the Property, knows and accepts its condition, and waives any express or implied indemnity against CITY.

17. INSURANCE. USER shall maintain during the term of this AGREEMENT insurance against claims or injuries to persons or damages to property arising from or in connection with USER's operation and use of the Property. The cost of such insurance shall be borne by USER. USER shall maintain insurance as follows:

A. General Liability Insurance Services Office Form CG 00 01 covering commercial general liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit.

The General Liability policy is to contain, or be endorsed to contain, the following provisions:

i. The City of Antioch, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by endorsement with respect to liability arising out of work or operations performed by or on behalf of USER, 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 Lessee’s insurance at least as broad as ISO Form CG 20 10. The coverage shall contain no special limitations on the scope of protection afforded to the City of Antioch, its officers, officials, agents, employees or volunteers.

ii. The USER’s insurance coverage shall be primary insurance with regard to the City of Antioch, its officers, officials, agents, employees and volunteers. Any insurance maintained by the City of Antioch, its officers, officials, agents, employees and volunteers shall be excess of USER’s insurance and shall not contribute to it.

B. Property Insurance. The USER will also maintain property insurance against all risks of loss to any USER improvement or betterment at full replacement costs with no coinsurance penalty provision.

C. Worker’s Compensation Insurance & Employer’s Liability. USER shall also maintain Workers’ Compensation Insurance as required by the State of California with Statutory limits and Employer’s Liability Insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.

D. General Requirements.

i. Any deductibles or self-insured retentions must be declared to, and approved by, CITY. At the option of CITY, USER shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects to the City of Antioch or its officers, officials employees and volunteers, or USER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses as approved by the City Attorney.

ii. Insurance is to be placed with insurers with a Best’s rating of no

less than A:VII.

iii. USER shall furnish to CITY certificates of insurance and endorsements as required by this clause. All certificates and endorsements are to be received and approved by CITY before the AGREEMENT is executed. However, failure by CITY to obtain the required documents prior to the USER occupying the Property shall not waive USER's obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications at any time.

iv. If USER maintains higher limits than the minimums above, CITY requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

v. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice by mail has been given to CITY.

vi. USER hereby grants to CITY a waiver of any right to subrogation which any insurer of USER may acquire against the City of Antioch by virtue of the payment of any loss under such insurance. USER 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 of Antioch has received a waiver of subrogation endorsement from the insurer.

vii. CITY reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

18. DAMAGE OR DESTRUCTION. In case the Property is damaged by fire or other casualty, CITY may elect to terminate this AGREEMENT. If CITY is unable or unwilling to repair damage caused by fire or other casualty, USER may elect to terminate this AGREEMENT.

19. DEFAULT BY USER. In the event of any breach of this AGREEMENT by USER, CITY, in addition to other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from its Property. Such property may be moved and stored in a public warehouse or elsewhere at the cost of, and for the account of, USER. The CITY will store this property for USER for a period of thirty (30) days, after which time the CITY may dispose of the property in any manner in its sole discretion if the USER does not accept responsibility for the property.

20. MISCELLANEOUS PROVISIONS.

A. No Personal Liability. No member, agent, official, volunteer or employee of CITY shall be personally liable in the event of any default or breach of this AGREEMENT.

B. Entire Agreement. This AGREEMENT constitutes the complete AGREEMENT between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this AGREEMENT.

C. Modification. This AGREEMENT may be modified or amended only by a written document signed by representatives of both parties.

D. Applicable Law; Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this AGREEMENT, the rules, regulations, statutes and laws of the State of California shall control. Any litigation concerning this AGREEMENT shall be initiated in Contra Costa County.

E. Severance. If any party of this AGREEMENT is invalid by reason of law or governmental regulation, or if any provisions are waived by CITY, the remaining portions of this AGREEMENT shall remain in full force and effect.

F. No Decision. Nothing contained in this AGREEMENT shall be deemed a gift or dedication of any portion of the Property to or for the general public or for any public purpose whatsoever. This AGREEMENT shall be strictly limited to and for the purposes expressed within.

G. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same AGREEMENT.

H. Authority. The parties represent that the individuals signing this AGREEMENT have the authority to do so.

I. Relocation Benefits. USER agrees that its use of the Property or this AGREEMENT shall not entitle USER to any relocation benefits pursuant to federal, state or local law, and waives any such claim against CITY.

J. Reporting Requirements.

i. Within 45 days of the signing of this AGREEMENT, USER shall adopt a written procedure, which shall be approved in writing by the City Manager, for the logging and handling of complaints from sub-users regarding repairs, operation or management of the Property. USER shall maintain an ongoing log of any complaints from sub-users regarding repairs, operation or management of the Property, and indicate the date the complaint or service request was received, the party from which it was received and how the complaint or service request was addressed. The log shall be

subject to the ongoing inspection of the City Manager or his or her designee. USER's written procedure shall contain provisions for a sub-user to notify CITY if sub-user believes that USER has not responded in a timely or appropriate manner. USER shall cooperate with the City Manager or his or her designee regarding CITY's suggestions for resolving the complaint or service request.

ii. Within 45 days of the signing of this AGREEMENT, USER shall establish a quarterly report of rent collection and property maintenance performed. This quarterly report shall include the party paying rent, the monthly rental amount, the amount and date any rent was paid, any rent amount outstanding, and any maintenance USER has performed on the Property. This quarterly report shall be submitted to CITY within 15 days following the end of the third, sixth, ninth and twelfth month each year and is also subject to the ongoing inspection of the City Manager or his or her designee upon request by CITY.

21. NOTICES. Any notice, insurance certificate or endorsement which either party may or is required to give the other shall be given by mailing, postage prepaid, to the below-designated places, or at such other place as may be designated by the parties from time to time:

To CITY:
City Manager
City of Antioch
PO Box 5007
Antioch, CA 94531-5007

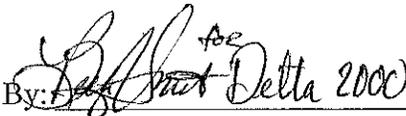
To DELTA 2000:
Executive Director
Delta 2000
301 W. Tenth St.
Antioch, CA 94509

IN WITNESS WHEREOF, this AGREEMENT is executed by the CITY OF ANTIOCH, by its authorized representative, the City Manager, and by DELTA 2000, acting by and through its authorized representative(s).

CITY OF ANTIOCH:

DELTA 2000:

By: _____
Steve Duran, City Manager

By:  _____
Betty J. Smith

Printed Name: Betty J. Smith

Title: President - Executive Director

Approved as to form:

By: _____
William R. Galstan, Interim
City Attorney

By: _____

Printed Name: _____

Title: _____

Attest:

By: _____
Arne Simonsen, City Clerk of the
City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Julie Haas-Wajdowicz, Environmental Resource Coordinator *JWH*

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

SUBJECT: Property Assessed Clean Energy Programs (PACE) to Operate in Antioch Administered by California Home Finance Authority (Ygrene) PACE Programs and Alliance NRG

RECOMMENDED ACTION

It is recommended that the City Council take the following actions in order to expand the options available to Antioch property owners to voluntarily participate in Property Assessed Clean Energy Programs (PACE):

Ygrene/California Home Finance Authority (CHF):

1. Motion to adopt the resolution authorizing the City to join CHF as an Associate Member and permitting property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District. (Attachment "A", Exhibit 1)
2. Motion to adopt the resolution authorizing the City to join the CHF as an Associate Member and permitting property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program. (Attachment "A", Exhibit 2)

AllianceNRG (Open PACE)/California Statewide Communities Development Authority (CSCDA)

3. Motion to adopt the resolution authorizing the City's participation in CSCDA Open PACE operated by Alliance NRG, which will enable property owners to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure. (Attachment "B")

STRATEGIC PURPOSE

This action increases the PACE programs available to Antioch property owners and by doing so, helps to satisfy the following:

Long Term Goal E: Environmental Enhancement. Pollution prevention (NPDES), water conservation, energy and carbon conservation, and waste prevention.

Through Environmental Resources staff, develop and implement programs, policies, outreach and education to create a community of residents, businesses and organizations that take actions to reduce their environmental impact while creating a vibrant and healthy climate in Antioch.

FISCAL IMPACT

None.

DISCUSSION

At the December 16, 2014 City Council meeting, the City Council voted unanimously to opt into three Property Assessed Clean Energy Programs (PACE): CaliforniaFirst; HERO Program and Figtree Financing. Since then, staff has been approached by two new PACE programs, Ygrene and AllianceNRG. As with the 3 programs approved in December, the two new programs would be required to execute indemnification and insurance agreements with the City of Antioch (Attachment "C").

PACE Program Background

SB 555 PACE Community Facilities District: Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) ("Mello-Roos Act"), to allow for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into the district and be subject to the special tax that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the

incorporated areas of the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

Ygrene

California Home Finance Authority ("CHF"), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA").

CHF has established two Property Assessed Clean Energy ("PACE") financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

CHF contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

CHF is in the process of seeking validation judgments for both the SB 555 and the AB 811 programs from the Superior Court for the County of Sacramento. However, CHF intends to only implement ONE of the above PACE programs. Once the court enters the validation judgments, CHF will select the PACE program it believes will provide property owners with the greatest flexibility. The other PACE program will not be implemented unless changes in the PACE laws warrant changing or adding that option. At this time, CHF is the only organization that the city has been approached by that looking to offer PACE under SB 555.

In support of CHF's approach, the Council is asked to pass two resolutions that would approve the following actions:

1. The first resolution authorizes the City to join the JPA as an Associate Member and permitting property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District.
2. The second resolution authorizes the City to join the JPA as an Associate Member and permitting property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program.

Open PACE/AllianceNRG

CSCDA, the largest Joint Powers Authority in California, founded and sponsored by the League of California Cities and CSAC, is implementing Property Assessed Clean Energy ("PACE") under the provisions of AB811 on behalf of its member counties and cities. CSCDA's Commissioners pre-qualified and appointed two PACE Administrators

to manage the CSCDA Open PACE program in order to offer members turn-key PACE solutions that provide residential and commercial property owners the choice among prequalified PACE financing providers, creating competition on terms, service and interest rates. The prequalified program administrators operating the programs are AllianceNRG Program™ and Renewable Funding LLC (administering CaliforniaFIRST). The City opted into CaliforniaFIRST in December 2014. At that time; the AllianceNRG Program was not available. Since the City requires an indemnification and insurance agreement for each PACE program, any subsequent administrators of Open PACE selected by CSCDA will have to be approved by the City.

ATTACHMENTS

- A: Resolutions opting in to Ygrene Program and joining CHF as an Associate member
 - Exhibit 1: Resolution for CHF SB 555 Community Facilities District
 - Exhibit 2: Resolution for the CHF AB 811 Authority PACE Program
- B: Resolution opting in to the Open PACE program/AllianceNRG
- C: Indemnification and Insurance Agreement for all PACE programs

ATTACHMENT "A"
EXHIBIT 1

RESOLUTION NO. 2015/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S
JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY
FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE
ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION
IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND
APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS
AUTHORITY RELATED THERETO**

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1 (Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Antioch is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with

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Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect once it is adopted and a fully executed indemnity agreement and insurance documentation has been provided to the City. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution

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to the Secretary of California Communities. At that time, the City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

* * * * *

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 11th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

c. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

- Originally dated July 1, 1993
- Amended and restated December 10, 1998
- Amended and restated February 18, 1999
- Amended and restated September 18, 2002
- Amended and restated January 28, 2004
- Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

**ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS**

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

ATTACHMENT "A" EXHIBIT 2

RESOLUTION NO. 2015/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Antioch (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the

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Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA

Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

7. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

8. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

9. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

10. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

11. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

12. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

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* * * * *

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 11th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

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a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

A31

**ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS**

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

ATTACHMENT "B"

RESOLUTION NO. 2015/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Antioch (the "City"); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are the AllianceNRG Program (presently consisting of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC and Leidos Engineering, LLC) and Renewable Funding LLC, and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

RESOLUTION NO. 2015/**

August 11, 2015

Page 2

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

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

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Julie Haas-Wajdowicz, Environmental Resource Coordinator.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and

RESOLUTION NO. 2015/**

August 11, 2015

Page 3

related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect once it is adopted and a fully executed indemnity agreement and insurance documentation has been provided to the City. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

* * * * *

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 11th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "C"

INDEMNIFICATION AND INSURANCE AGREEMENT BY AND BETWEEN CITY OF ANTIOCH AND XXX (PACE PROGRAM)

This Indemnification and Insurance Agreement (the "Agreement") is entered into by and between the City of Antioch a municipal corporation ("City") and XXX (PACE PROGRAM)(the "Administrator"), the administrator of the XXX (PACE PROGRAM) Property Assessed Clean Energy and Job Creation Program ("PACE Program"), which is a program of the ZZZZ (the "Authority").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members of which include the City in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the XXX (PACE PROGRAM) Property Assessed Clean Energy and Job Creation Program ("PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the City; and

WHEREAS, on MM, DD, 2015, the City Council of the City of Antioch adopted a resolution authorizing the City to join the PACE Program, authorizing the Authority to accept applications from eligible property owners, conduct assessment proceedings and levy assessments within the territory of the City and authorizing related actions; and

WHEREAS, the Authority is solely responsible for the formation, operation and administration of the PACE Program as well as the sale and issuance of any bonds in connection therewith, including the conduct of assessment proceedings, the levy and

collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the PACE Program; and

WHEREAS, the Administrator is the administrator of the PACE Program and agrees to indemnify the City and provide insurance and add the City as an additional insured on its insurance policy or policies in connection with the operations of the PACE Program as set forth herein; and

NOW, THEREFORE, in consideration of the above premises and of the City's agreement to join the PACE Program, the parties agree as follows:

1. Agreement to Indemnify. The Administrator agrees to defend, indemnify and hold harmless the City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of or in connection with the PACE Program, except such loss or damage which was caused by the sole negligence or willful misconduct of the City, and including but not limited to any obligations that the City undertakes pursuant to any agreement with the Authority. The Administrator will conduct all defenses at its sole cost and expense and the City shall reasonably approve selection of the Administrator's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies of the Administrator, its affiliates or any other parties are applicable thereto. The policy limits of any insurance of the Administrator, its affiliates or other parties are not a limitation upon the obligation of the Administrator including without limitation the amount of indemnification to be provided by the Administrator.

2. Insurance. The Administrator agrees that, at no cost or expense to the City, at all times during the operation of the PACE Program, to maintain the insurance coverage set forth in Exhibit A to this Agreement.

3. Amendment/Interpretation of this Agreement. . This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters

contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

4. Section Headings. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5. Waiver. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

6. Severability and Governing Law. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

7. Notices. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

XXX (PACE PROGRAM)

If to the City:

City of Antioch
PO Box 5007
Antioch, CA 94531
Attn: City Manager

With a copy to:

City of Antioch
PO Box 5007
Antioch, CA 94531
Attn: City Attorney

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

9. Effective Date. This Agreement will be effective as of the date of the signature of City's representative as indicated below in the City's signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

"City"

City of Antioch, a municipal corporation

NAME: Lynn Tracy Nerland
Title: City Attorney

By _____

Date: _____

Attest:

Arne Simonsen, City Clerk

"Administrator"

XXX (PACE PROGRAM) Company, Inc., a
California corp.

By _____

Name:

Title:

Date: _____

CS

EXHIBIT A
INSURANCE

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

Administrator shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/ \$2,000,000 aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, employees, agents and contractors; or Administrator shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverages**
 - a. City of Antioch, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Administrator; products and completed operations of Administrator; premises owned, leased or used by Administrator; and automobiles owned, leased, hired or borrowed by Administrator. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.
 - b. Administrator's insurance coverage shall be primary insurance as respects City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or contractors shall be excess of Administrator's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by Administrator shall not affect coverage provided City, its officers, employees, agents, or contractors.

- d. Coverage shall state that Administrator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of City of Antioch, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. Verification of Coverage

Administrator shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. 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.

Proof of insurance shall be either emailed in pdf format to: Julie Haas-Wajdowicz at jhaaswajdowicz@ci.antioch.ca.us, or mailed to the following postal address or any subsequent address as may be directed in writing by the City Manager:

City of Antioch
Attn: Community Development- Env Res.
PO Box 5007

G. Subcontractors

Administrator shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

DRAFT



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ahmed Abu-Aly, Associate Engineer, Capital Improvements Division *AA*

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

SUBJECT: Final Acceptance of Pavement Plugs and Base Repairs at Various Locations, P.W. 328-9

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the Director of Finance to amend the 2014-2015 Capital Improvement Budget to increase Gas Tax funding for the Pavement Plugs and Base Repairs at Various Locations project in the amount of \$263,000 and increase the existing contract with MCK Services, Inc. for this project in the amount of \$209,325.11 for a total of \$2,220,757.11, accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and continuing to comply with regulatory requirements of state and federal agencies.

FISCAL IMPACT

This action increases the contract amount by \$209,325.11, from \$2,011,432 to \$2,220,757.11, which is the final construction contract price for this project. The attached resolution includes action to increase the budget allocation by \$263,000 funded through the Gas Tax Fund.

DISCUSSION

On March 10, 2015, the City Council awarded a contract to MCK Services, Inc. in the amount of \$2,011,432. The work was completed on July 13, 2015. The increase in the final construction cost was due to numerous factors including: thickening of pavement on streets where the asphalt exceeded 5" (5" was the specified thickness the engineer's estimate and contract specifications used for determining the amount of asphalt for the project), additional length and width of base repair areas, and thickening of the pavement sections on streets where poor roadway subgrade conditions were encountered.

ATTACHMENTS

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

ATTACHMENT "A"

RESOLUTION NO. 2015/
RESOLUTION ACCEPTING WORK AND DIRECTING
THE PUBLIC WORKS DIRECTOR/CITY ENGINEER
TO FILE A NOTICE OF COMPLETION AND AUTHORIZING FINAL
PAYMENT TO MCK SERVICES, INC. FOR THE PAVEMENT PLUGS AND BASE
REPAIRS AT VARIOUS LOCATIONS, P.W. 328-9**

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

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

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

1. The above-described work is hereby accepted.
2. The Public Works Director/City Engineer is directed to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof.
3. The Director of Finance is hereby directed to amend the 2014-2015 Capital Improvement Budget by \$263,000 to increase Gas Tax funding.
4. The Director of Finance is hereby directed to increase the contract with MCK Services, Inc. by \$ 209,325.11 to \$2,220,757.11.

* * * * *

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 11th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

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

ATTACHMENT "B"

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

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

NOTICE OF COMPLETION

FOR

**PAVEMENT PLUGS AND BASE REPAIRS AT VARIOUS LOCATIONS
IN THE CITY OF ANTIOCH
(P.W. 328-9)**

NOTICE IS HEREBY GIVEN that the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and MCK Services, Inc. was completed on July 13, 2015.

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

The subject project consisted of permanent repair to the defective pavement areas located at the locations listed in Exhibit "A" in Antioch, California.

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

Date

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

EXHIBIT "A"

PAVEMENT PLUGS AND BASE REPAIRS

P.W. 328-9

LIST OF STREETS

Street	Boundaries
West 4th Street	"L" Street to "G" Street
"G" Street	4th Street to 6th Street
2nd Street	"G" Street to "I" Street
"A" Street	Wilbur Avenue to Beede Way
Wilbur Avenue	"A" Street to Cavallo Road
10th Street	"A" Street to "L" Street
East 18th Street	A Street to Hwy 160
East Tregallas Road	Hillcrest Avenue to Garrow Drive
Deer Valley Road	Davison Drive to Lone Tree Way
Deer Valley Road	Kaiser Way to City Limits
West Tregallas Road	Lone Tree Way to Dolores Street
"G" Street	West Madill Street to James Donlon Boulevard
Cavallo Road	Wilbur Avenue to East 18 th Street



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Ron Bernal, Public Works Director/City Engineer *RJB*

SUBJECT: Consultant Contract with Carollo Engineers for Initial Planning and Funding Assistance for Brackish Water Desalination Project (PW 694)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution amending the fiscal year 2015/2016 Water Enterprise Fund budget by \$63,718, carrying forward funds designated for this project in fiscal year 2014/2015 and authorize the City Manager to execute a sole source agreement with Carollo Engineers for Phase 1 Initial Planning for a Brackish Water Desalination Project in the amount of \$100,000. The balance of the purchase is allocated in the current fiscal year Capital Improvements expenditure budget.

STRATEGIC PURPOSE

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

FISCAL IMPACT

The recommended budget amendment to carry forward \$63,718 from the 2014/2015 Water Enterprise Fund budget to the 2015/2016 Water Enterprise Fund budget and \$36,282 designated in the 2015/2016 Capital Improvements budget provides sufficient appropriations for this project.

DISCUSSION

As the purveyor of the Antioch water system, the City treats and distributes raw water obtained from two sources; the San Joaquin River and the Contra Costa Canal. The City's ability to divert water from the San Joaquin River is dependent upon the concentration of chlorides in the water. During dry years like we are currently experiencing, the chloride levels in the river exceed that which is currently treatable at the Water Treatment Plant and therefore prohibit the City from obtaining water from the river. At these times, the City relies solely upon the Contra Costa Water District (CCWD) though the Contra Costa Canal for our raw water.

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

The City has previously looked into the possibility of a High Purity Water System with the goal of attracting an end user that would benefit from ultra pure water. This process is expensive and to date we have not had any interest from end users for this type of ultra pure water.

The City does have a need for a reliable source of water, especially in times of drought. A brackish water treatment system would involve utilizing the City's intake at the river and pumping this water to the Water Treatment Plant where the new system would be installed. The brine would have to be disposed of by some means unknown at this time.

The Carollo proposal involves a study determining the feasibility of a brackish water treatment facility, specifically related to funding availability, identification of energy input, brine disposal options, and initial review of environmental permitting requirements. This effort will assist the City in determining whether or not future project efforts are warranted. The first phase effort is estimated at five months to completion. Future phases of the work would be under separate contracts and would depend on the results of the feasibility study and the City's success in obtaining additional funding.

Carollo Engineers is a firm that specializes in water infrastructure projects. In the specialized field of desalination plants, which involves removing salts from raw water with the end product being water that meets drinking water standards, Carollo Engineers is an industry leader in this field. Limited and very competitive State grants and low interest rate loans require timely and well-prepared applications. Carollo's experience in this area and the need to get before the State with Antioch's application for Proposition 1 Grant and SRF (State Revolving Fund) low interest rate loans for innovative water conservation projects like the proposed Brackish Water Desalination Project, require a firm with expertise in this area and a track record for successful outcomes.

Therefore, Staff is requesting approval under the sole source provision of the City's purchasing policy, the attached Sole Source Request form has been reviewed and approved by the Finance Director and City Manager.

ATTACHMENTS

- A: Resolution
- B: Consultant Service Agreement
- C: Sole Source Request Form

RESOLUTION NO. 2015/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AWARD OF THE PHASE 1 INITIAL PLANNING AND FUNDING
ASSISTANCE FOR A BRACKISH WATER DESALINATION PROJECT AND
AMENDING THE 2015/2016 FISCAL YEAR WATER FUND BUDGET**

WHEREAS, the City desires to award its Phase 1 Initial Planning and Funding Assistance for a Brackish Water Desalination Project to Carollo Engineers in the amount of \$100,000 and;

WHEREAS, an amendment carrying forward budgeted funds of \$63,718 from the 2014/2015 Water Fund budget to the fiscal year 2015/2016 Water Fund budget is required so that sufficient appropriations are available to pay for contractual services this fiscal year;

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves an amendment carrying forward funds of \$63,718 from the 2014/2015 Water Fund budget to the fiscal year 2015/2016 Water Fund budget and the balance designated in the 2015/2016 Capital Improvements Fund budget authorizes the City Manager to execute a sole source contract with Carollo Engineers in the amount of \$100,000 for the Phase 1 Initial Planning and Funding Assistance for a Brackish Water Desalination Project.

* * * * *

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 11th day of August 2015, by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

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

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

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

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

2. Please check one:
 - a. **SOLE SOURCE:** Item is available from one source only; or item is one-of-a kind and is not sold through distributors; or manufacturer is exclusive distributor; or special circumstances and/or qualifications merit consideration of sole source to save money and/or time.

 - b. **SOLE BRAND:** Various sources can supply the specified model and brand; competitive bids will be solicited for the requested brand only. Meets form, fit and function - nothing else will do.

 - c. **STANDARDIZATION REQUEST:** The Department requires the item to standardize parts, design, quality etc. **(This requires a detailed memo with analysis and justification.)**

3. What are the unique performance features of the product, brand or service requested that are not available in any other product, brand or service? (For services: What unique qualifications, experience, rights, and/or licenses does this vendor possess?)

Carollo Engineers is a firm that specializes in water infrastructure projects. In the specialized field of desalination plants, which involves removing salts from raw water with the end product being water that meets drinking water standards, Carollo Engineers is an industry leader in this field. Recent projects include:

1. ***Zone 7 Mocho Groundwater Demin Project, Pleasanton CA***
2. ***Deuel Vocational Institute Reverse Osmosis Plant, Tracy CA***
3. ***Chino Desalter Authority, Chino II Desalter Expansion, Mira Loma, CA***
4. ***Chino Desalter Authority, Chino II Desalter Brine Reduction Facilities, Mira Loma, CA***

5. *Chino Desalter Authority, Chino I Desalter Expansion, Chino CA*
6. *Irvine Ranch Water District, Well 21 & 22 Reverse Osmosis Plant, Irvine, CA*
7. *City of Santa Barbara, Seawater Desalination Plant Reactivation Project, Santa Barbara, CA*
8. *Mesa Consolidated Water District, Color Removal Nanofiltration Plant, Coasta Mesa, CA*
9. *California Valley Solar Ranch RO Plant, Santa Margarita, CA*

Project Manager Kyle Rhorer has extensive experience and specialized expertise in providing strategic planning for desalination projects in California. Three of the numerous projects Mr. Rhorer has managed include the Brackish Groundwater Desalination Project Design-Build-Finance-Operate (DBFO) Project Strategy and Procurement Services for the Capistrano Valley Water District, Brackish Groundwater Desalination Feasibility Study for South Coast Water District, and the Regional Desalination Facility Strategic Planning Assistance for Municipal Water District of Orange County.

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

Limited and very competitive State grants and low interest rate revolving fund loans require well prepared applications. Carollo's experience in this area and the need to get before the State with Antioch's application for Prop 1 grant and SRF (State Revolving Fund) low interest rate loans for innovative water conservation projects like the proposed Brackish Water Desalinization Project require a firm with expertise in this area and a track record for successful outcomes.

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

Antioch has been working with RMC Water and Environmental on preliminary design concepts and an Initial Study to identify potential environmental issues. At this point in the process the City will be pursuing funding for this costly project as well as performing our due diligence to determine the financial and operational feasibility of the proposed project. Staff believes Carollo, with their experience and expertise in this area is the best firm to pursue this phase of the effort.

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

N/A

I HEREBY CERTIFY THAT:

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

REQUESTOR: _____ DATE: ___/___/___

DEPT. HEAD/ DIRECTOR: Pm Buul DATE: 8/5/15

FINANCE DIRECTOR:

APPROVED: _____

NOT APPROVED: _____ DATE: ___/___/___

COMMENTS:

BY: _____

FINAL APPROVAL:

(Council Agenda 08/11/15 and Item #___)

City Manager
(Up to \$50,000.00)

City Council
(Over \$50,000.00)

SOLE SOURCE/BRAND REQUEST

B. PROCEDURE

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

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

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

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

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

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND CAROLLO ENGINEERS FOR INITIAL PLANNING
AND FUNDING ASSISTANCE FOR BRACKISH WATER DESALINATION PROJECT
(P.W. 694)**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Carollo Engineers ("Consultant") as of as August 12, 2015.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 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 represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.
- 1.5 **City-Provided Information and Services.** City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.

- 1.6 **Estimates and Projections.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed **One hundred thousand dollars (\$100,00.00)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as **Exhibit A**, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

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

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

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

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

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed (N/A). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

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

5.2. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs,

computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement however; Consultant shall be entitled to keep one (1) copy of all such materials for their files in accordance with the standard of care delineated in Section 1.2. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 **Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 **Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data

magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement.

Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

Louis J. Carella
Carollo Engineers
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598

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.
- 10.12 **Third Parties.** The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder and it is not the intent of the parties that any third party beneficiary relationship be created in or exist in any party as a result of the execution of this Agreement.

CITY:

CITY OF ANTIOCH

Steven Duran, City Manager

Attest:

Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

Derek Cole, Interim City Attorney

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

CONSULTANT:

CAROLLO ENGINEERS

By: 

Name: Louis J. Carollo

Title: EXECUTIVE VP

By: 

Name: James P. Hagstrom

Title: EXECUTIVE VP



EXHIBIT "A"

July 1, 2015

Mr. Ron Bernal, P.E.
Director of Public Works
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

Re: Brackish Water Desalination Facility Planning and Funding Assistance

Dear Mr. Bernal,

Per our discussions, Carollo is pleased to provide this letter proposal to assist the City of Antioch (City) in providing engineer services, environmental planning, and funding application assistance in support of its planning efforts for the development of a Brackish Water Desalination Facility.

Background

The City of Antioch is developing the "Brackish Water Desalination Project" and needs to secure the maximum funding for planning, design, and ultimately construction of the new facilities. It is a very dynamic time for water resources funding, with State and Federal agencies redirecting their funding priorities to support locally controlled and drought tolerant water resource management strategies like desalination and advanced treatment facilities that work conjunctively with other water resources to create a diversified portfolio. However, these funding programs are getting increasingly competitive as agencies are forced to consider more expensive water resource management programs. Given the number of funding opportunities and varying funding priorities, it is critical to develop a strategy that defines the program elements in a manner that maximizes funding potential and implements the project phases on a timeline that takes advantage of the funding opportunities.

Our Team

Carollo will take the lead in working with the City on this effort. The Carollo Team will be led by Kyle Rhorer as Project Manager. Kyle brings 22 years of experience in leading and developing business solutions for infrastructure projects. He is also well suited to lead discussions with the energy/ outfall entities with whom we will be discussing this project. In addition, Carollo will be assisted by two other firms that are well experienced in these types of analyses:

- **ESA** is an environmental science and planning firm specializing in environmental permitting for public infrastructure. Led by Jim O'Toole, ESA will provide an initial review of the potential environmental permitting issues surrounding a new desalination facility, and establish the foundation for future CEQA compliance efforts should the project proceed.

- **Gutierrez Consultants** provides a range of financial consulting services centered on securing funding for public infrastructure projects. Led by Lidia Gutierrez, the firm will explore applicable funding opportunities for the City with SWRCB and DWR, taking advantage of recently available drought-related funding where feasible. Lidia's relationships with State and Federal funding agencies, she will support the coordination of meetings with these agencies early in the planning phase to introduce them to the project well in advance of a grant application submittal to understand their specific priorities. Having competed in numerous funding programs over the last decade, Gutierrez Consultant's will help focus City of Antioch's pursuit of grants and loans to focus on those programs that are best suited for their Brackish Water Desalination project.

With regard to our ability to obtain funding (and there are no guarantees as you know), the Carollo team has secured well over \$250 million in State and Federal grants and understands and considers these funding priorities when developing critical water supply projects for its clients. For example, Gutierrez Consultants has secured \$12 million over the last three years from the US Bureau of Reclamation's extremely competitive Title XVI WaterSMART Grant Program. This was accomplished by understanding the funding priorities and crafting projects consistent with the priorities. The \$12 million in federal funds was used to match \$16 million in Proposition 13 Seawater Intrusion grant funds, \$10 million in Proposition 50 IRWM grant funds, \$4 million in Proposition 84 IRWM grant funds, and \$11 million in SRF Clean Water funds for the implementation of a \$90 million water recycling program that was implemented in several phases over the last decade. To take full advantage of funding opportunities, the funding strategy needs to consider project phasing and components that allow the submittal of competitive applications for as many components and phases as possible.

Scope of Services

The Carollo team will provide the following services in support of applying for outside funding, and further defining the requirements for implementation of the City's desalination facility. In doing so, we will build on the work already completed by the City in its Preliminary Initial Study Checklist (RMC, February 2015) and direct our effort towards addressing some of the unanswered questions from that Study. In order to complete this assignment expeditiously and efficiently, we will execute the following tasks concurrently.

Task 1: Funding Analysis (Lead: Gutierrez Consultants)

Confirm initial research regarding the general availability of applicable funding sources, including SWRCB and DWR (managers of Proposition 1 grant and SRF loan programs). As necessary, conduct in-person or phone meetings with funding agencies. Prepare a planning application for the Drinking Water SRF program seeking low interest financing for all planning, engineering, and environmental documentation work for the project. This application will serve as the basis for application to additional funding sources as they become available, (e.g. Proposition 1 funding through the California Department of Water Resources, scheduled to become available in the fall of 2015).

We propose to complete this work in a phased approach in order to maximize planning and engineering funding while positioning for anticipated construction funding. The proposed approach involves the immediate submittal of a Drinking Water SRF Planning Application to the SWRCB. The application will seek low interest financing for all planning, engineering and environmental documentation work for the Brackish Water Desalination project.

Deliverable: Planning application for the Drinking Water SRF program
Estimated Cost: \$25,000

Task 2: Energy and Brine Disposal Options Analysis (Lead: Carollo)

Conduct initial research as to the availability of energy supplies for the desalination project, including PG&E and Calpine. Engage in preliminary discussions to explore potential terms of energy purchase agreements. Concurrently, investigate the availability of brine discharge and disposal infrastructure and capacity, and develop a list of potential partners and the associated contractual options for integrated energy supply and brine disposal.

As a third possible brine disposal alternative, depending on how discussions with PG&E and Calpine progress, re-engage in discussions with Delta Diablo Sanitary District (DDSD) for consideration as a backup outfall alternative.

In addition to specific efforts associated with identifying an energy source and brine disposal option for the desalination facility, we will provide engineering planning level support for the funding application and the environmental planning efforts as requested by Gutierrez Consultants and ESA.

Deliverable: Meeting notes and Draft and Final Technical Memorandum
Estimated Cost: \$45,000

Task 3: Environmental Permitting Review (Lead: ESA)

ESA will assist the engineering team with review of environmental permitting issues associated with project implementation, including review of brine management options. ESA will review each identified option with respect NPDES permitting opportunities and constraints, will identify potential sensitive species issues and timing windows relative to proposed operational scenarios, and will identify recommended modeling to support both CEQA EIR development and Section 7 consultation. ESA's scope includes a level of effort scope of work to assist the engineering team in examining the following:

- Review of available information for outfall options, including discharge levels, timing, NPDES permits and existing regulatory agreements.
- Using information from the engineering team, identification of opportunities and constraints relative to NPDES permitting.

July 16, 2015
Page 4

- Review of potential effects to sensitive species, including review of existing vs. future operational scenarios. Identify modeling approach, goals, and objectives to meet anticipated regulatory requirements.
- Provide environmental input into identification of preferred outfall option and operational scenario in the context of regulatory requirements.
- Assist in discussions with outfall operators. Develop scope of work for modeling effort.

Deliverable: Draft and Final Technical Memorandum
Estimated Cost: \$30,000

Budget and Schedule

Carollo will complete the Scope of Services described above for an amount **not to exceed \$100,000.**

We propose to complete the funding application (**Task 1**) **within 6 weeks** (including required Council resolutions for the loan application), and the Energy and Brine Disposal Options Analysis and the Environmental Permitting Review (**Tasks 2 and 3**) **within 3 months** after receiving notice to proceed.

We appreciate the opportunity to submit this proposal to the City for this work and we look forward to getting started quickly...it is a very exciting opportunity.

Very truly yours,
CAROLLO ENGINEERS



Louis J. Carella
Principal in Charge

EXHIBIT "B"

CAROLLO ENGINEERS, INC. FEE SCHEDULE

As of January 1, 2015
California

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$159.00
Professional	194.00
Project Professional	230.00
Lead Project Professional	252.00
Senior Professional	273.00
Technicians	
Technicians	119.00
Senior Technicians	167.00
Support Staff	
Document Processing / Clerical	106.00
Project Equipment Communication Expense (PECE) Per DL Hour	11.70
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2015	\$.575 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.



Environmental Science Associates & Subsidiaries 2015 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	225	240	255
Director	190	205	215
Managing Associate	165	170	185
Senior Associate	130	140	150
Associate	95	110	120
Project Technicians	75	90	110

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

1. Transportation
 - a. Company vehicle – IRS mileage reimbursement rate
 - b. Common carrier or car rental – actual multiplied by 1.15
2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Communications Fee

In-house costs for phone, e-mail, fax, regular postage, walk-up copier, and records retention – project labor charges multiplied by 3%

C. Printing/Reproduction Rates

Item	Rate/page
8 1/2 x 11 b/w	\$0.05
11 x 17 b/w	\$0.10
8 1/2 x 11 color	\$1.00
11 x 17 color	\$2.00
Covers	\$0.50
Binding	\$1.00
HP Plotter	\$25.00
CD	\$10.00
Digital Photography	\$20.00 (up to 50 Images)

D. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipment:			
Vehicles – Standard size	\$ 40 ^a	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Laptop Computers	50	200	\$ 500
LCD Projector	200	800	
Noise Meter	50		
Electrofisher	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Planimeter	40		
Cameras/Video/Cell Phone	20		200
Miscellaneous Small Equipment	5		
Computer Time (i.e. GIS)	120 ^b		
Stilling Well / Coring Pipe (3 Inch aluminum)	3/ft		
Backpack Sprayer	25		
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
Topographic Survey Equipment:			
Auto Level	40		
Total Station	200	800	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Trimble GPS	75	350	900
Tablet GPS	100	400	1,000
Laser Level	80		
Garmin GPS or equivalent	25		250

4

Item	Rate/Day	Rate/Week	Rate/Month
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 400
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	
Logging Water Level - Pressure Transducer	10	40	125
Logging Barometric Pressure Logger	10	40	125
Well Probe	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
Water Quality Equipment:			
Logging Turbidity/Water Level Recorder	\$ 25	\$ 100	\$ 400
In-Situ Troll 9500 logging water quality multi-probe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidity/Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	180	
Water Quality Sonde			800
YSI 860 with 6920 Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2106 Module	40	250	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 75	\$ 300	
80lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
Boats:			
14 foot Aluminum Boats with 16 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe	30	120	
17' Boston Whaler w/ 90 HP Outboard	600	2,000	
<small>^a Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher. ^b GIS computer time will be charged at \$15.00 per hour.</small>			

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.

CONTRACT, INSURANCE AND INDEMNITY CHECKLIST

CERTIFICATE OF INSURANCE REQUIREMENTS:

- Certificate holder includes City and the specific Department, so it is routed to the right person.
- Their insured's name is the same as the Contractor named in the contract.
- Insurer meets A.M. Best acceptable ratings standards (A, VII).
<http://www3.ambest.com/ratings/entities/search.aspx?altsrc=25&URATINGID=9827>
- Insurer is admitted in California or is an acceptable non-admitted insurer.
<https://interactive.web.insurance.ca.gov/companyprofile/companyprofile?event=companyProfile>
- Descriptions of operations, locations, dates at the bottom of Certificate are accurate.
- Policy periods are current; a tickler is set to get updated certificates if the contract period runs beyond the policy expiration date.
- Certificate includes the broker's/agent's signature.
- Certificate shows coverage for each category of insurance required in the contract: these can include Liability; Auto; Workers Compensation/Employer's Liability; Professional Liability (*aka: Errors & Omissions*).
- Limits at least as high as the minimum required in the contract, for each required coverage.
 - The limits must meet the per Occurrence amount, not the Aggregate amount.
 - Excess or Umbrella coverage is provided if the primary policy does not meet the limits.
- Excess or Umbrella policies have the same coverage period as the primary policy.
 - If Excess form is provided, it is always "following form" to the primary policy.
 - If Umbrella coverage is provided, it must be confirmed in writing that it is "following form." ("Following form" simply means it provides the same coverage as the Primary policy.)
- Workers Compensation provides Statutory Limits & Employers Liability coverage. (*This coverage is not required if the owner has no employees.*)
- The Self-Insured Retention (*SIR or deductible*), if any, is acceptable per contract terms.
- Auto liability covers "any auto" (*or non-owned & hired if contractor has no autos. This coverage is required when vehicles are used in performance of the actual job, not to and from a job.*)
- General liability coverage is on an "occurrence" basis, not "claims-made" basis (*rarely an issue except on Professional Liability/E&O policies, where "claims-made" policy is acceptable.*)

ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS:

- Additional Insured Status forms** –the appropriate form numbers are provided (see the lower left corner). (*Construction jobs require BOTH CG 20 10 10 01 and CG 20 37 10 01 or if custom, those with the same indemnity wording. CG 20 37 10 01 provides completed operations coverage.*)
(*An Additional Insured endorsement is not necessary for Auto coverage or Professional Liability.*)
- Primary Coverage** to the City or Town is provided under Liability coverage.
- Waiver of Subrogation** is provided under Workers' Compensation and Property coverage.
- Notice of Cancellation** is provided on all policies.

OTHER REQUIREMENTS:

- City of Antioch Business License



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td>Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER D :</td> <td>Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hanover Insurance Company	22292	INSURER B :			INSURER C :	Massachusetts Bay Insurance Company	22306	INSURER D :	Continental Casualty Company	20443	INSURER E :			INSURER F :	
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COVERAGES CERTIFICATE NUMBER: 25849627 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ZHF894489204	12/31/2014	12/31/2015	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$25,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ADFA48696300	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible: Comp/Coll \$ \$1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A	WDF895749906	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Deductible: \$0 E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
D	Professional Liability Unlimited Prior Acts			AEH288354410	7/4/2015	7/4/2016	Each Claim: \$1,000,000 Aggregate: \$2,000,000 Deductible: \$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to: Funding Assistance for Brackish Water Desalination. P.W. 694. Carollo Project #: Not yet assigned. City of Antioch, its officers, officials, employees, and volunteers are included as additional insureds with respects to General Liability and this policy is Primary & Non-Contributory. Waiver of Subrogation is included with respects to General Liability and Workers' Compensation.

CERTIFICATE HOLDER

City of Antioch
 Public Works
 P.O. Box 5007
 Antioch CA 94531-5007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2014/01)

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Architects and Engineers

The following policy language is from Commercial General Liability Coverage Forms

The following are mandatory forms on the policy identified on the Certificate of Insurance:

421-0080(01 03) COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

• Additional Insured by Contract, Agreement or Permit

Under Section II-Who Is An insured, Paragraph 4.is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide Insurance Is an insured, but only with respect to:

- (1) "Your work" for the additional Insured(s) at the location designated in the contract, agreement or permit; or
- (2) Premises you own, rent, lease or occupy.

This Insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

- b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily Injury", "property damage", "personal injury" or "advertising injury".

- (2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.

- (3) To any person or organization included as an insured under item 2 of this endorsement

- (4) To any lessor of equipment:

- (a) After the equipment lease expires; or

- (b) If the "bodily Injury", "property damage", "personal injury" or "advertising Injury" arises out of sole negligence of the lessor.

- (5) To any:

- (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or

- (b) Managers or lessors of premises if:

- (i) The occurrence takes place after you cease to be a tenant in that premises; or

- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural

alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

• Aggregate Limit Per Location

- (1) Under Section III - Limits of Insurance the General Aggregate Limit applies separately to each of your "locations Owned by or rented to you.

- (2) Under Section V – Definitions, definition 23. is added as follows:

23. "Location" means premises involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

CG 2503(05 09) DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

• Aggregate Limit of Insurance (Per Project)

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Your projects away from premises owned by or rented to you

- A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

- 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

- 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

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- a. Insured's;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section 1 - Coverage A, and for all medical expenses caused by accidents under Section II - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project show in the Schedule above:
- 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or time tables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

421-0452 (06 07) OTHER INSURANCE-PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED)

• Additional Insured by Contract, Agreement or Permit Amended-Primary & Non-Contributory

The following is added to Section IV - Commercial General Liability Conditions

4. Other Insurance

a. Additional Insured's

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under Section II - Who is An Insured, is primary and non-contributory, the following applies:

If other valid and collectable insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- I. For the sole negligence of the Additional insured;
- II. When the Additional Insured is an Additional Insured under another primary liability policy; or
- III. When 2. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

This insurance is excess over:

- (1) All of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

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When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other Insurers.

When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this Insurance; and
- 2) The total of all deductible and self-Insured amounts under all that other Insurance.

We will share the remaining loss, if any, with any other Insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other Insurance permits contribution by equal shares, we will follow this method also under this approach each Insurer contributes equal amounts until it has paid its applicable limit of Insurance or none of the loss remains, whichever comes first.

If any of the other Insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of Insurance to the total applicable limits of insurance of all insurers.

CG0001 (12 07) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

• **Separation of Insured's**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this Insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

CG 2404 (05 09) WAIVER OF TRANSFER OF RIGHTS OF RECOVERY TO US

• **Waiver of Subrogation**

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Persons or organizations with whom you have a written contract executed prior to the "bodily Injury" or "property damage," that requires you to waive your rights of recovery
--

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Representative

12/31/2014
Policy NO. ZHF894489204

Name Insured: Carollo Engineers

Additional Insured: Any person or organization with whom the named insured agreed in a written contract to name as additional insured.

This Notice does not form a part of the insurance contract.

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

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Insureds Name: Carollo Engineers
 POLICY NUMBER: ZHF894489204
 Effective Date: 12/31/2014

COMMERCIAL GENERAL LIABILITY
 CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
 CONTRACTORS SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Named Of Additional Insured Person(s) Or Organizations	Location(s) of Covered Operations
Blanket where required by written contract.	Projects as on file with the named insured.
Information required to complete the Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

INSURED: Carollo Engineers
POLICY NUMBER: ZHF894489204
EFFECTIVE DATE: 12/31/2014

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S) (Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Thirty (30) Days Notice
City of Antioch Public Works P.O. Box 5007 Antioch CA 94531-5007		

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative or
countersignature (where required by law)

Carollo Engineers

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

INSURED: Carollo Engineers

POLICY NO.: ADFA48696300

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
City of Antioch Public Works	P.O. Box 5007 Antioch CA 94531-5007	30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to provide notice in accordance with the terms of this endorsement does not:

- a. Alter the effective date of policy cancellation;
- b. Render such cancellation ineffective;
- c. Grant, alter, or extend any rights or obligations under this policy; or
- d. Extend the insurance beyond the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless otherwise stated.

This endorsement effective on 12/31/2014 **at 12:01 am standard times**
forms a part of Policy No. WDF895749906

of the Massachusetts Bay Insurance Company

issued to: Carollo Engineers

Premium (if any) \$



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.000% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

Job Description: Projects as on file with the insured

WC 252 040 84

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT BE CANCELLED BY THE COMPANY WITHOUT 30 (THIRTY) DAYS WRITTEN NOTICE, TO THE ASSURED, EXCEPT THAT IN THE EVENT OF NON-PAYMENT OF PREMIUM THIS POLICY MAY BE CANCELLED WITHIN 10 (TEN) DAYS WRITTEN NOTICE.

Certificate Holder:

City of Antioch
Public Works
P.O. Box 5007
Antioch CA 94531-5007

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the policy other than as above states.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is Issued subsequent to preparation of the Policy.)

Effective 12/31/2014 this endorsement forms a part of Policy No. WDF895749906

Issued to Carollo Engineers

By Massachusetts Bay Insurance Company

Date of Issue

Countersigned by 
Authorized Representative of the Company

331-0230 1003

Page 1 of 1



PROFESSIONAL LIABILITY AND POLLUTION
INCIDENT LIABILITY INSURANCE POLICY

For All the Commitments you Make

INSURED: Carollo Engineers
Policy AEH288354410

Effective 7/4/2015

Endorsement Number

NOTICE ENDORSEMENT -
CANCELLATION OR NON-RENEWAL

We agree with you that your Policy is amended to include the following additional provisions.

1. Your Policy will not be:

XX Cancelled by us until we provide at least:

10 days prior written notice if we cancel your Policy for Non-payment of Premium;

30 days prior written notice if we cancel your Policy for The following reasons:

Any reason other than non-payment of premium.

 Non-renewed by us until at least days prior written notice is given to the person or entity named in 2. below.

2. Person or Entity:

City of Antioch
Public Works
P.O. Box 5007
Antioch CA 94531-5007

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative James F. Willging
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

James F. Willging

Countersigned by Authorized Representative

256423

(Ed. 10/05)



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tim Coley, Water Treatment Plant Supervisor *TC*
Dawn Merchant, Finance Director

REVIEWED BY: Steve Duran, City Manager

SUBJECT: Babe Ruth Loan Agreement

RECOMMENDED ACTION

It is recommended that the City Council provide direction regarding the request by Antioch Babe Ruth for annual loan forgiveness.

STRATEGIC PURPOSE

This item falls within Strategy J-3: Enhance and expand youth and adult athletic programs. The loan agreement helps this non-profit organization keep this community benefit active. Antioch Babe Ruth provides a place for the City's youth to experience, play and build baseball skills.

FISCAL IMPACT

Potential \$762.92 General Fund budget impact should the City Council decide to "forgive" the annual loan payment due from Antioch Babe Ruth on August 1, 2015.

DISCUSSION

This item was first presented to the City Council on July 28, 2015. During that meeting, questions were raised regarding the project at the Antioch Babe Ruth fields. Antioch Babe Ruth did not have a representative at the meeting to provide an update. City Council also questioned the validity of the loan documents as signatures appeared to be missing on some pages. This item was continued for further information and the possibility to have a representative from Antioch Babe Ruth present. A copy of the loan agreement with the fully executed promissory note is attached. Antioch Babe Ruth provides baseball league play and hosts tournaments most of the year. Due to the scope of the project, a window of time needed to be set aside to allow for excavation of the parking lot and one of the baseball fields. Excavation and pipe installation began on July 29th. Once this portion is completed, the irrigation lines will be tied into the rehabilitated pump that was funded by Dow Chemical.

Background

In March 2013, the City Council approved a loan program for the non-profit agencies the City had been providing potable water at no cost to – Antioch Historical Society, Antioch Babe Ruth and Antioch Youth Sports Complex. The purpose of the program would be

to provide a no interest loan from the City's Water Fund to construct improvements at each facility to allow them to develop and/or fix on-site wells, thus removing them from the City's water system and alleviating water bills that each organization did not have the financial where with all to pay.

In March of 2015, the City entered into a loan agreement with Antioch Babe Ruth to provide funding for construction of an on-site well system and for repayment to the City's Water Fund for potable water used from July 1, 2013 through January 1, 2014 that Antioch Babe Ruth was unable to pay for. To date, the well system has not been constructed and the balance of the loan (\$15,258.42) represents prior unpaid water usage only. The loan agreement (Attachment B), states that beginning on August 1, 2015, Antioch Babe Ruth shall pay the City equal yearly installments over 20 years unless forgiven by the City pursuant to the loan agreement. Antioch Babe Ruth has been paying their monthly water bills since February 2014.

The current year loan payment due August 1st is \$762.92. Section 1.1 of the attached loan agreement further provides that the annual loan payment may be waived if a grant has been secured or the City Council agrees to use General Fund proceeds or other City funds to make the loan payment for that year. The request for waiver of the annual payment is required to be submitted by April 1st each year to be considered during the budget process.

Antioch Babe Ruth has submitted a request to waive the first annual payment due to low registration and the added expense of paying their monthly water bills since February, 2014. However, the request was not submitted by April 1st as required by the Agreement, and thus not considered by the Council during the budget process. The item is being brought forth to Council for discussion and direction to staff regarding the payment due August 1, 2015. Should the City Council elect to waive the first annual payment due, the General Fund would be required to pay the Water Fund for the payment.

ATTACHMENTS

- A. Request from Babe Ruth to Waive August 1, 2015 Loan Payment
- B. March 26, 2015 Loan Agreement and Promissory Note Between the City of Antioch and Antioch Babe Ruth
- C. Antioch Babe Ruth Loan Repayment Schedule

ATTACHMENT A

From: ABR [<mailto:antiochbaberuthpresident@yahoo.com>]
Sent: Friday, May 15, 2015 12:35 PM
To: Coley, Tim; Duran, Steve; Bernal, Ron
Subject: 2015 loan

Hi Steve, Ron and Tim,

I am writing you as per our loan agreement to request a hardship for this years payment. Due to the down numbers for registration and also the added expense we had to pay last year of the monthly water expense we are going to be unable to make this years payment.

Please let me know if you will approve this request.

Thank you,

Ed Daviess
President
Antioch Babe Ruth Baseball League Inc
510-773-9364
Sent from my iPhone

AI

LOAN AGREEMENT

This LOAN AGREEMENT is entered as of the 26th day of March, 2015, by and between Antioch Babe Ruth _____ ("BORROWER"), and the CITY OF ANTIOCH, ("LENDER"), as of the date first above written.

WHEREAS, BORROWER is a non-profit, 501(c) organization that provides recreational baseball activities and league services and programs to the Antioch community; and

WHEREAS, BORROWER owns or leases property at 1550 Auto Center Dr. in the City of Antioch ("Property"); and

WHEREAS, BORROWER did not pay for potable water prior to July 1, 2013 provided by the LENDER and uses some of that potable water for irrigation purposes at Property; and

WHEREAS, BORROWER agreed to pay LENDER for potable water effective July 1, 2013 but subsequently requested that the amount of the water bill from July 1, 2013 to January 1, 2014 be deferred and included in this Loan; and

WHEREAS, in order to reduce BORROWER's consumption of potable water in support of LENDER's water conservation goals that benefit the entire Antioch community, BORROWER wishes to borrow from the Water Fund of LENDER the principal sum of Thirty-Five Thousand Nine Hundred and Three DOLLARS and Forty Two Cents (\$35,903.42), and LENDER is willing to lend such sum to BORROWER, for BORROWER to construct an on-site well system on Property for non-potable water needs (\$18,645 for bid with \$2000 contingency) and to pay for past water use (\$15,258.42) on the following terms and conditions; and

WHEREAS, to induce LENDER to make the LOAN, BORROWER shall have executed the following instruments or agreements concurrently (collectively known as the LOAN DOCUMENTS):

Promissory Note:

Exhibit A

UCC-1 Financing Statement

Exhibit B

WHEREAS, in recognition of the services to the Antioch Community that BORROWER provides, for each fiscal year that the BORROWER continues to operate a nonprofit 501(c) organization providing substantially the same or greater services to the Antioch Community, the loan payment due from BORROWER may be waived if a grant has been secured or the City Council agrees to use General Fund proceeds to make the loan payment to the Water Fund for that year;

Bl

NOW, THEREFORE, LENDER and BORROWER, intending to be legally bound, agree to the as follows:

ARTICLE I – LOAN

SECTION 1.1. LOAN. LENDER hereby agrees to loan Water Fund proceeds to BORROWER the principal sum of Thirty-Five Thousand Nine Hundred and Three DOLLARS and Forty Two Cents (\$35,903.42) (“LOAN AMOUNT”) at no interest with the principal to be paid within 20 years pursuant to the loan payment schedule attached to the Promissory Note (the “LOAN”). However, for each fiscal year that the BORROWER continues to operate a nonprofit 501(c) organization providing substantially the same or greater services to the Antioch community as provided in 2013, the loan payment due from BORROWER may be waived if a grant has been secured or the City Council agrees to use General Fund proceeds or other City funds to make the loan payment for that year, as determined with the City Council’s annual budget approval. BORROWER shall send a letter to the City Manager of LENDER by April 1 of each year with information regarding its status and delivery of services to the Antioch Community and whether it intends to make the annual LOAN payment or has secured grant funds or is asking the City Council to have the City’s General Fund make payment. By July 1 of each year, the City Council will determine whether it has available City general funds or other funds to make the loan payment for that year for the BORROWER. If the City does not have the available funds, then the BORROWER shall have until August 1 to make the loan payment for the prior fiscal year.

Either upon payment of the principal sum or waiver of the annual payments for twenty years, the obligations of the Loan Agreement will be satisfied, the Loan Agreement terminated and the Promissory Note returned as “Paid in Full.”

SECTION 1.2. PROMISSORY NOTE. The LOAN shall be evidenced by BORROWER’s PROMISSORY NOTE executed concurrently with this Agreement substantially in the form of the attached Exhibit A (“PROMISSORY NOTE”), all terms of which are incorporated herein by reference. The PROMISSORY NOTE shall mature on August 1, 2035 and any remaining balance owed LENDER shall be due and payable. If BORROWER does not continue to operate a nonprofit, 501(c) organization (or similar legal designation) benefitting the Antioch community providing substantially the same or greater services to the Antioch community as provided in 2013, as determined in the sole discretion of LENDER, then the remaining LOAN AMOUNT shall become immediately due and payable.

SECTION 1.3. PREPAYMENT. BORROWER may, without premium, prepay principal on the LOAN as allowed for in the PROMISSORY NOTE.

SECTION 1.4. PURPOSE. BORROWER agrees to begin paying the City of Antioch for potable water effective July 1, 2013. The proceeds of the LOAN shall be used for the construction of an on-site well system located on ("Property") to provide irrigation water for the facilities of BORROWER (the "Project") instead of BORROWER continuing to use potable water for these purposes. The proceeds of the LOAN shall be used in accordance with the Project Budget prepared by BORROWER and attached as Exhibit C to this Agreement. The proceeds of the Loan shall also be used to pay Borrower's pas due water bill of \$15,258.42.

SECTION 1.5. SECURITY. As security for BORROWER's indebtedness to LENDER, BORROWER shall execute a UCC-1 Financing Statement in substantially the form attached as Exhibit B.

ARTICLE II – CONDITIONS PRECEDENT

The obligation of LENDER to make this LOAN contemplated hereunder is subject to the fulfillment of the following conditions:

SECTION 2.1. COMPLIANCE. The representations and warranties contained herein shall be true on and as of the date of the signing of this Agreement with the same effect as though such representations and warranties had been made on and as of such date, and on such date no event of default as defined in Article VI herein ("EVENTS OF DEFAULT") and no condition, event or act which, with the giving of notice or the lapse of time or both would constitute an EVENT OF DEFAULT, shall have occurred and be continuing or shall exist.

SECTION 2.2. BUILDING APPROVALS. BORROWER shall obtain any necessary building permits prior to commencing work on the Project.

SECTION 2.3. SUBMISSION OF CONSTRUCTION BIDS. BORROWER shall obtain at least two (2) construction bids for the Project. LENDER shall have right to review construction bids. BORROWER shall provide LENDER with copies of executed construction contracts for all work required for the Project. BORROWER shall require its contractor to comply with the requirements of the California Labor Code including, but not limited to, hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

Not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for Holidays and overtime work, for each craft, classification or type of workman needed to execute the work completed under this Loan Agreement shall be paid to all workmen, laborers and mechanics employed in the execution of said work by the BORROWER's contractor or by any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial

Relations shall be filed with, and available for inspection, at the City offices. BORROWER's contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. BORROWER's contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for any public work done under the contract by him or any subcontractor under him.

SECTION 2.4. PAYMENT FOR PROJECT.

BORROWER's Contractor shall prepare a Progress Payment Voucher ("voucher") for the specific work completed during the period for which payment is being sought for. BORROWER will forward a copy of Contractor's Voucher to LENDER attention Tim Coley at P.O. Box 5007 Antioch, CA. 94531-5007 as soon as possible indicating that BORROWER has approved the Voucher. LENDER shall approve disbursement of LOAN proceeds to BORROWER within thirty (30) days of receipt of Voucher and verification of work by LENDER or on a more often basis as approved by LENDER. LENDER shall make the checks payable to the BORROWER and Contractor jointly unless some other arrangement is mutually agreed upon.

A 5% retention will be withheld from each payment until BORROWER has stated in writing that it accepts the work as finished and proper pursuant to the work specifications and any change orders.

ARTICLE III – REPRESENTATIONS AND WARRANTIES

SECTION 3.1. BORROWER REPRESENTATIONS AND WARRANTIES. BORROWER makes the following representations and warranties to LENDER, which representations and warranties shall survive the execution of this Agreement.

- a. **Legal Status.** BORROWER is a nonprofit, 501 (c) organization duly organized and existing under the laws of the State of California; is in compliance with all federal, state and local laws; and possesses, and will hereafter possess, all permits, memberships, franchises, contracts, and licenses required to operate. If BORROWER loses its nonprofit status and cannot have it reinstated, then the full amount of the Loan will be due and payable.

- b. **Owner of Property.**

BORROWER is the tenant of Property and Dow Chemical Company is the Owner of the Property and consents to the Project as indicated either by signature of this Agreement or by the letter attached as Exhibit D.

BY

- c. **No Violation.** The making and performance by BORROWER of this Agreement does not violate any provision of law, or City of Antioch Statute or Ordinance, or result in a breach of or constitute a default under any agreement, indenture or other instrument to which BORROWER is a party or by which BORROWER may be bound.
- d. **Authorization.** This Agreement and the PROMISSORY NOTE have been duly authorized, executed and delivered, and are valid and binding agreements of BORROWER.
- e. **No Litigation.** There are no pending or written threats of legal actions or proceedings before any court or administrative agency which may adversely affect the financial condition or operation of BORROWER or affect the PROPERTY.
- e. **Taxes.** Federal and state income taxes of BORROWER have been submitted and paid through BORROWER's tax year ended 2012, and BORROWER has no knowledge of any pending assessments or adjustments of its income tax payable with respect to any year before or after that date.
- f. **No Subordination.** The obligations of BORROWER under this Agreement and the PROMISSORY NOTE are not subordinated in right of payment to any obligation of BORROWER unless otherwise acknowledged or agreed to by LENDER in writing.

ARTICLE IV –COVENANTS

SECTION 4.1. BORROWER COVENANTS. BORROWER covenants that so long as BORROWER is indebted to LENDER under this Agreement, and remains indebted to the payment in full of the PROMISSORY NOTE, BORROWER will:

- a. **Punctual Payment.** Punctually pay the principal of the PROMISSORY NOTE at the times and place and in the manner specified in the PROMISSORY NOTE.
- b. **Records.** Maintain adequate books and accounts in accordance with generally accepted accounting principles consistently applies, and permit any representative of LENDER, at any reasonable time, to inspect, audit and examine such books and inspect the Property of BORROWER.
- c. **Financial Statements.** Furnish LENDER, if requested by LENDER in writing, so long as amounts remain due under the PROMISSORY NOTE:

Not later than 60 days after and as of the end of each fiscal year annual financial statements of BORROWER prepared in accordance with generally accepted

accounting principles consistently applied, to include Income and Expense Statement and Balance Sheet.

- d. **Existence.** Preserve and maintain its existence and all of its rights, privileges and franchises; conduct its business in an orderly, efficient, and regular manner; and comply with the requirements of all applicable laws, rules, regulations and orders of all governmental authorities.
- e. **Insurance.** Maintain and keep in force insurance of the types and in amounts customarily carried in lines of business similar to BORROWER's, including but not limited to \$1,000,000 of commercial general liability insurance; workers' compensation as required by State law but only if BORROWER hires an employee; and property insurance against all risks of loss to structures on the Property unless waived by the City. The City of Antioch shall be named as "Additional Insured" on the general liability policy and as a "Loss Payee" on the property insurance. The insurance shall be carried by companies with a Best's rating of no less than VII: A. BORROWER shall give LENDER annually copies of the certificates of insurance and additional insured endorsement.
- f. **Facilities.** Keep Property in good repair and condition, and from time to time make necessary repairs, renewals and replacements thereto so that BORROWER's property and the improvements installed by BORROWER with the proceeds of the LOAN, shall be fully and efficiently preserved and maintained.
- g. **Taxes.** Pay and discharge when due any and all indebted obligations, assessments, taxes real and personal, including federal and state payroll and income taxes, except such as BORROWER may in good faith contest or as to which a bona fide dispute may arise; provided provision is made to the satisfaction of LENDER for eventual payment thereof in the event that it is found that the same is an obligation of BORROWER.
- h. **Litigation.** Promptly give notice in writing to LENDER of any litigation pending or threatened in excess of Five Thousand Dollars (\$5,000.00).
- i. **Use of Funds.** Use any of the proceeds of the LOAN only for the purpose(s) stated in Section 1.4.
- j. **No Merger or Sale.** Not merge into or consolidate with another entity, or acquire all or substantially all of the assets of any other corporation or entity; or sell, lease, assign, transfer or otherwise dispose of all or substantially all of BORROWER's assets, without the approval of the LENDER.

- k. **No Loans, Advances or Investments.** Not make any loans or advances to or investment in any person or entity.

ARTICLE V – EVENTS OF DEFAULT

SECTION 5.1. DEFAULT. The following shall constitute EVENTS OF DEFAULT for which the LENDER shall provide a Notice to cure within 30 days:

- a. Default by BORROWER in any payment when due of principal under the PROMISSORY NOTE.
- b. Any representation or warranty made by BORROWER hereunder or in the Loan Documents proven at any time incorrect in any material respect.
- c. Use of the proceeds to the LOAN for a purpose other than that stated in Section 1.4.
- d. Default by BORROWER in the performance of any other term, covenant or agreement contained herein, or in the Loan Documents, including but not limited to the maintenance requirements in Section 4.1(f), which default is not cured within 30 days from its occurrence.
- e. Default by BORROWER under the terms of any agreement or instrument pursuant to which BORROWER has borrowed money from any person or entity.
- f. The failure of BORROWER promptly to pay and discharge any judgment or levy of any attachment, execution or other process against the assets of BORROWER, and such judgment be not satisfied, or such levy or other process be not removed within 30 days after the entry or levy thereof, or at least 5 days prior to the time of any proposed sale under any such judgment or levy.
- g. BORROWER shall be adjudicated as bankrupt or insolvent, or shall consent to or apply for the appointment of a receiver, trustee or liquidator of itself or any of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assessment for the benefit of creditors, or shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization or arrangement in a proceeding under any bankruptcy law, or BORROWER or its directors or majority stockholders shall take action looking into the dissolution, liquidation, or reorganization of BORROWER.

- h. Unless first approved in writing by LENDER, a sale, lease, exchange or other disposition of all or substantially all of BORROWER's assets, or an abandonment of the Property by BORROWER or by BORROWER's TENANT at the Property described in Exhibit A.

SECTION 5.2. ACCELERATION. If an Event of Default shall occur, any indebtedness of BORROWER under this Agreement of the PROMISSORY NOTE, any term of the PROMISSORY NOTE to the contrary notwithstanding shall at LENDER's option and without notice, become immediately due and payable without presentment, notice or demand, all of which are hereby expressly waived by BORROWER, and the obligations, if any of LENDER to permit further borrowings hereunder shall immediately cease and terminate.

ARTICLE VI – REMEDIES OF LENDER

SECTION 6.1. LENDER'S REMEDIES. Upon the occurrence of any one or more of the Events of Default and at any time thereafter:

- a. LENDER may exercise any and all of the rights, power, privileges and remedies provided in the LOAN DOCUMENTS.
- b. Upon the occurrence of any Event of Default, LENDER may exercise, singly or in combination, any or all of the rights, powers and privileges provided in this Article VI and all other remedies available to the LENDER under the Loan Documents, at law or in equity, at any time and from time to time and such exercise shall not constitute a waiver of any of LENDER's rights or remedies thereunder whether or not the indebtedness evidenced by the PROMISSORY NOTE shall be due and payable and whether or not LENDER shall have instituted any foreclosure proceedings or other actions for the enforcement of its rights under the PROMISSORY NOTE.

ARTICLE VII – INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION. BORROWER shall, at BORROWER's expense, defend, indemnify, and otherwise hold LENDER, its officers, employees and agents harmless against any and all claims, demands, losses, expenses, damages (general, punitive or otherwise) and causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation, or other entity and arising out of or caused by any of the LOAN DOCUMENTS, or by the use of the proceeds of the LOAN. BORROWER shall pay LENDER upon demand all claims, judgments, damages, lawsuits or expenses (including legal expenses) incurred by LENDER as a result of any legal action arising out of or caused by any of the Loan Documents, or by the use of the proceeds of this LOAN.

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ARTICLE VIII – MISCELLANEOUS

Section 8.1. WAIVER. No delay or failure of LENDER, or any holder of the PROMISSORY NOTE exercising any right, power or privilege hereunder or in the Loan Documents shall affect such right, power or privilege; nor shall any single or partial exercise thereof of any abandonment or discontinuance of steps to enforce such a right, power or privilege affect such right, power or privilege. The rights and remedies of LENDER hereunder are cumulative and not exclusive. Any waiver, permit, consent or approval of any kind by LENDER, or any holder of the PROMISSORY NOTE, of any breach or default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing.

SECTION 8.2. NOTICES. All notices, requests and demands given to or made upon the respective parties under the Loan Documents shall be deemed to have been given or made when deposited in the mail, first class postage prepaid, and addressed as follows:

BORROWER: Antioch Babe Ruth
 P.O. Box 1186
 Antioch, CA 94509

LENDER: The City of Antioch
 P.O. Box 5007
 Antioch, CA 94509
 Attn: City Manager

With a copy to: Antioch City Attorney
 P.O. Box 5007
 Antioch, CA 94509

SECTION 8.3. ATTORNEY'S FEES. BORROWER will reimburse LENDER for all costs, expenses and reasonable attorneys' fees expended or incurred by LENDER in enforcing this Agreement, in actions for declaratory relief in any way related to this Agreement, or in collecting any sum which becomes due the LENDER on the PROMISSORY NOTE.

SECTION 8.4. CALIFORNIA LAW APPLICABLE. This Agreement and the PROMISSORY NOTE shall be in accordance with the laws of the State of California. Venue for any action shall be in Contra Costa County or the Northern District.

89

SECTION 8.5. EXHIBITS. All Exhibits mentioned in this Agreement shall be deemed incorporated herein by reference as though fully set forth herein.

SECTION 8.6. RELATIONSHIP. The relationship of LENDER and BORROWER is that of lender and borrower. No party hereto intends to create any other relationship hereby, and the parties disavow and negate any intention to create a partnership or joint venture hereby.

SECTION 8.7. ENTIRE AGREEMENT.

- a. The terms of this LOAN AGREEMENT, all exhibits attached and any documents expressly incorporated by reference represents the entire LOAN AGREEMENT between the parties with respect to the subject matter of this LOAN AGREEMENT. This LOAN AGREEMENT shall supersede any prior loan agreements, oral or written, regarding the subject matter between LENDER and BORROWER. Any other loan agreement, contract, statement, or promise relating to the subject matter of this LOAN AGREEMENT shall be valid or binding except by a written amendment to this LOAN AGREEMENT.
- b. If any conflicts arise between the terms and conditions of this LOAN AGREEMENT and the terms and conditions of the attached exhibits or any documents expressly incorporated by reference, the terms and conditions of this LOAN AGREEMENT shall control.

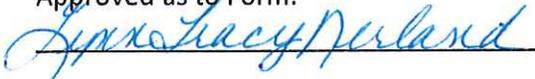
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first hereinabove written.

CITY OF ANTIOCH ("LENDER")

By: 
Steve Duran, City Manager

Dated: 03/26/2015

Approved as to Form:



Lynn Tracy Nerland, City Attorney

Attest: 
Arne Simonsen, City Clerk

B10

ANTIOCH BABE RUTH ("BORROWER")

By: EMR

Dated: 1/27/15

Title: PRESIDENT

By: Jay Juh

Dated:

Title: VICE PRESIDENT

- Exhibit A: Promissory Note
- Exhibit B: UCC-1 Financing Statement
- Exhibit C: Project Budget/Construction Bid
- Exhibit D: Consent of Property Owner letter

B11

EXHIBIT A

PROMISSORY NOTE
(INSTALLMENT PAYMENT)

\$35,903.42

Antioch, California, Jan 27, 2014

1. FOR VALUE RECEIVED, in installments as stated, the undersigned ("BORROWER") promises to pay to THE CITY OF ANTIOCH ("LENDER") at its office at 200 H Street, Antioch, California 94509, or at such other place as LENDER may designate, in lawful money of the United States of America, the principal sum ("Total Principal Sum") of Thirty-Five Thousand Nine Hundred and Three DOLLARS and Forty Two Cents. (\$35,903.42), with no interest. Payments shall be directed to the attention of the Finance Director, City of Antioch.
2. Reference to Loan Agreement. This Note is the Note defined in, and is entitled to the benefits of, the agreement entitled "Loan Agreement" ("Loan Agreement"), dated concurrently between BORROWER and LENDER. Terms defined in the Loan Agreement shall have the same meaning in this Promissory Note.
3. Payment. Beginning on August 1, 2015, BORROWER shall pay LENDER equal yearly installments of \$1795.17, representing the amortization of the total principal sum of \$35,903.42 over Twenty (20) years. The payment schedule for this Note is further shown in Attachment 1 to this Note. These payments shall be due on August 1 and continue for Twenty (20) years unless forgiven by LENDER pursuant to the Loan Agreement.
4. Prepayment. This Note may be prepaid, at any time or from time to time, in whole or in part without premium or penalty.
5. Security. This Note is either secured by, or entitled to the benefits, rights and privileges of, the following instrument executed contemporaneously: UCC-1 Financing Statement.
6. BORROWER'S Covenants. BORROWER hereby waives presentment, demand for payment, notice of dishonor, protest and notice of protest of this Note. BORROWER agrees to pay all costs of collection when incurred, including reasonable attorneys' fees. BORROWER agrees to perform and comply with each of the covenants, conditions, provisions and agreements of BORROWER contained in the Loan Agreement, or any agreement or instrument evidencing, securing or guaranteeing the indebtedness

evidence hereby. No alteration, amendment or waiver of any provision of this Note, the Loan Agreement, or any agreement or instrument evidencing or providing security for this Note, made by agreement of the LENDER shall constitute a waiver of any other term hereof, or otherwise release or discharge the liability of BORROWER under this Note.

7. Default. If an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the entire principal balance of this Note, plus the legal rate of interest, may be declared immediately due and payable in the manner and with the effect provided in the Loan Agreement.

8. Governing Law. This Note is governed by and is to be construed in accordance with the laws of the State of California.

BORROWER: ANTIOCH BABE RUTH



[NAME] EDWARD T. DAVIES
[TITLE] PRESIDENT
[ADDRESS] PO Box 1186
[CITY, STATE, ZIP] ~~Antioch~~ Antioch, CA 94509



[NAME] GREG GRETCH
[TITLE] VICE PRESIDENT
[ADDRESS] P.O. BOX 1186
[CITY, STATE, ZIP] ANTIOCH, CA 94509

Attachment 1: Payment Schedule

B13

Antioch Babe Ruth Loan Amortization

terms: Annual repayment over 20 years, no interest

Babe Ruth must request in writing by April 1st each year for relief of loan payment to be considered by City Council if will appropriate General Fund money to make annual payment that year.

Initial Principal for Prior Unpaid Water Balance = \$15,258.42

Pymt

No.

1	August 1, 2015	762.92
2	August 1, 2016	762.92
3	August 1, 2017	762.92
4	August 1, 2018	762.92
5	August 1, 2019	762.92
6	August 1, 2020	762.92
7	August 1, 2021	762.92
8	August 1, 2022	762.92
9	August 1, 2023	762.92
10	August 1, 2024	762.92
11	August 1, 2025	762.92
12	August 1, 2026	762.92
13	August 1, 2027	762.92
14	August 1, 2028	762.92
15	August 1, 2029	762.92
16	August 1, 2030	762.92
17	August 1, 2031	762.92
18	August 1, 2032	762.92
19	August 1, 2033	762.92
20	August 1, 2034	762.92

15,258.42

B14

Exhibit B



Briefcase-Session Details

To conduct a new briefcase search, select **New Search** below.

Transactions will be available in the briefcase for 14 days.

For more information on BRIEFCASE, select the HELP tab above.

SESSION091113CWDWHO

ID:

CONTACT

NAME: Ed Daviess

SESSION

STATUS: Open

DATE: 09/11/2013 08:43

<u>Customer Reference</u>	<u>Document Number</u>	<u>Document Type</u>	<u>Status</u>	<u>Received Date</u>	<u>Document Fee</u>
[NONE]	+39407530002	UCC - Web Inquiry	Processed	09/11/2013 08:54	\$0.00
[NONE]	39407530003	Search	Pending for Process	09/11/2013 08:55	\$0.00
[NONE]	39407530004	Search	Pending for Process	09/11/2013 09:04	\$0.00

TOTAL FEE:

Not Yet Available

PAYMENTS TO CUSTOMER ACCOUNT

<u>Batch Number</u>	<u>Payment Number</u>	<u>Payment Type</u>	<u>Status</u>	<u>Received Date</u>	<u>Amount</u>
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TOTAL PAYMENT:

Not Yet Available

B15



Debtor Name Inquiry

To view a specific filing document, select the **View** icon. A fee will be charged. Refer to the Fee Schedule in the **HELP** section for current fees.

Select an item under **Filing Number** to view all details for this record.

Select the **Show Details** button to view all details for all records.

This Debtor Name Search was performed on 09/11/2013 08:54 with the following search parameters:

DEBTOR NAME: CITY OF ANTIOCH
MAILING ADDRESS: P.O. BOX 5007
City, State, Country: ANTIOCH, CA, USA
Date From: 9/10/2013

No records exist which match the criteria you have entered.

B16

Exhibit C

Cutting Edge Construction

909 Fitzuren Road
 Antioch, CA 94509
 925-238-0072
 lic. 796796

Estimate

Date	Estimate #
8/8/2014	198

Name / Address
Babe Ruth Fields 1550 Auto Center Dr Antioch, Ca 94565

			Project
Description	Qty	Rate	Total
Labor for Trenching 800 ft from main water lines to Snack sheds.	1	13,200.00	13,200.00
Cut, Remove & re-patch 300 ft of asphalt	1	300.00	300.00
Patch 50 ft of concrete	1	450.00	450.00
Install 1 1/2" pipe line with a tracer line from main water source to snack sheds	1	2,600.00	2,600.00
Sub-contracted labor expenses	1	1,500.00	1,500.00
Cost for Rentals	1	595.00	595.00
<p>Labor will be payed at prevailing wage cost at \$165/hr per guy. It should take 2 men 5 days to complete.</p>			
			
Total			\$18,645.00

B17



The Dow Chemical Company
PO Box 1398
Pittsburg, CA, 94565
United States

July 29, 2014

Mr. Tim Coley
Water Treatment Supervisor
Acting Water Distribution Superintendent
City of Antioch

Mr. Ed Daviess, President
Antioch Babe Ruth Baseball

Re: Letter of no-objection for the Antioch Babe Ruth Baseball organization to Use Dow Well Water Exclusively for Irrigation

Dear Mr. Coley and Mr. Daviess,

The Dow Chemical Company (Dow) does not object to your use of well water drawn from the aquifer under the Antioch Babe Ruth (ABR) complex exclusively for irrigation on that same parcel of land. This letter of no-objection does not allow any use of the water for purposes other than direct irrigation of the land. Prohibited uses include, but are not limited to drinking water supply, washing, hose operations, food preparation, food service clean up, restroom operations, etc.

There shall be no connections to the domestic water system run by the City of Antioch (City). As with the many privately owned and operated wells within the City's service area, the well at the ABR complex shall comply with all appropriate regulations and protections as required by the State. The well at the ABR complex shall be equipped with all required backflow devices, and be subjected to all testing requirements, as necessary by law.

ABR and the City shall be responsible for disconnection and separation of the two systems (well water and city water). Signage and/or labeling is required for the irrigation water system to indicate it is not to be used for drinking water purposes (i.e. it is non-potable). These labels shall be installed at reasonably frequent intervals throughout the system and maintained in good condition by ABR.

Dow reserves the right to modify or revoke this authorization at any time.

Sincerely,

Dale Schell
Industry Park Administrator



B18

Antioch Babe Ruth Loan Amortization

terms: Annual repayment over 20 years, no interest

Babe Ruth must request in writing by April 1st each year for relief of loan payment to be considered by City Council if will appropriate General Fund money to make annual payment that year.

Initial Principal for Prior Unpaid Water Balance = \$15,258.42

Pymt

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20	August 1, 2034	762.92

15,258.42



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynne Filson, Assistant City Engineer *LF*

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

SUBJECT: Transportation Update and Priorities

RECOMMENDED ACTION

It is recommended that the City Council receive and file this report, and direct staff regarding the City of Antioch's regional transportation capital project priorities.

STRATEGIC PURPOSE

This report identifies priorities that satisfy Strategy F-5 of working with state and regional partners to leverage strengths for the benefit of the City and region in transportation and Strategy G-3, which focus City efforts on working with BART, CalTRANS and WETA to help facilitate major roadway and transportation infrastructure projects such as the Highway 4 expansion, BART, the proposed State Route 239 TriLink project and ferry service to Antioch.

FISCAL IMPACT

This report has no fiscal impact.

DISCUSSION

Over the past several years, the state has passed legislation that sets up a hierarchy for how grant money is distributed. For the cities in the Bay Area, state and federal money generally goes from the California Transportation Commission (CTC), to the Metropolitan Transportation Commission (MTC), to the Contra Costa Transportation Commission (CCTA), and then to the City. Some of the upcoming calls for projects include:

- One Bay Area Grant (OBAG) (See attached flyer): The OBAG program funds a number of different types of projects to cities that meet certain requirements regarding housing, climate change, etc. Surface Transportation Program (STP) and Congestion Management and Air Quality (CMAQ) grants are under the OBAG umbrella. The money is funneled through the CCTA. Recent projects that have received grants are the, Sidewalk improvements on Drake Street, the Garrow and Cavallo curb ramps, W. 9th Street improvements.
- Caltrans Sustainable Transportation Planning Grant Program: This program funds studies for multi-model projects.
- Active Transportation Program (ATP): This program provides funding for a variety of bicycle and pedestrian projects. There used to be several different

programs and they have been consolidated so that each application has several different funding sources. Grant applications were recently submitted for curb ramp and bike path projects and results will be available in October.

- State Transportation Improvement Program (STIP): The STIP is a multi-year capital improvement program of transportation projects on and off the State Highway System. STIP programming generally occurs every two years. The programming cycle begins with the release of a proposed fund estimate in July of odd-numbered years, followed by California Transportation Commission (CTC) adoption of the fund estimate in August (odd years). The fund estimate serves to identify the amount of new funds available for the programming of transportation projects. Once the fund estimate is adopted, Caltrans and the regional planning agencies prepare transportation improvement plans for submittal by December 15th (odd years). This program generally funds regional, large scale projects and is currently funding portions of the Highway 4 and eBART projects. The next grant opportunity will be in 2016.
- Transportation Development Act (TDA): TDA grants fund transit and non-motorized transportation projects. Recent projects funded by TDA grants are Bluerock Drive and W. Tregallas Rd curb ramps. This is a yearly grant.
- Recreational Trails Program (RTP) is a grant through the California Department of Parks and Recreation as opposed to Caltrans. This grant program is for trail construction, major renovations (not maintenance), trail heads, and trail bridges. This is the first year we have been aware of this grant. There is a conference call on August 11th to find out more about it and applications are due September 15th.

Both CCTA and BART made Council presentations at the July 28, 2015 meeting and identified the priorities and goals for each agency. In summary, both are in need of additional resources to continue delivering projects and service to Antioch and the greater Bay Area that would directly benefit our commuters and community. Both agencies will need to place revenue measures on a future ballot with the hope that voters will approve additional tax funding.

Antioch staff recommended regional priorities for new capital transportation project include:

- Major exchange 4 improvements at the interchange of Interstate 680 and State Route 4.
- Major exchange improvements at the interchange of State Route 242 and State Route 4.
- State Route 239 "Tri-Link" project to improve State Route 4 connection to Tracy.
- A "Path to Transit" conversion of L Street in Antioch to a pedestrian and bike friendly parkway between State Route 4 and the Antioch train station on the San Joaquin rail line in Downtown Antioch, adjacent a future ferry terminal.
- A ferry terminal in Downtown Antioch.

It is important that Antioch's regional transportation priorities are communicated to our regional transportation partners and included in the East County Transportation Plan (Transplan).

ATTACHMENTS

- A: OBAG Flyer
- B: Transportationese Flyer

OneBayArea Grant Program

OneBayArea

A New Funding Approach

The five-year, \$327 million OneBayArea Grant (OBAG) Program is a new funding approach that better integrates the region's federal transportation program with California's climate law (Senate Bill 375, Steinberg, 2008) and the Sustainable Communities Strategy. Funding is targeted toward achieving local land-use and housing policies by:

- Rewarding jurisdictions that accept housing allocations through the Regional Housing Need Allocation (RHNA) process.
- Supporting the Sustainable Communities Strategy for the Bay Area by promoting transportation investments in Priority Development Areas (PDAs)
- Initiating a pilot program that will support open space preservation in Priority Conservation Areas (PCA).
- The OBAG program allows flexibility to invest in transportation categories such as Transportation for Livable Communities, bicycle and pedestrian improvements, local streets and roads preservation, and planning activities, while also providing specific funding opportunities for Safe Routes to School (SR2S) and Priority Conservation Areas.

MTC Funding Commitments Overview*

(Millions \$, rounded)

Program Categories	5-Year Total Funding
One Bay Area Grant	\$327
Regional Program	
Regional Planning	\$8
Operations (<i>Freeway Service Patrol, Clipper Card, FasTrak, 511 Traveler Information</i>)	\$106
Freeway Performance Initiative (<i>Ramp Metering, Arterial Signal System Timing</i>)	\$99
Pavement Technical Assistance to Cities and Counties	\$9
Priority Development Area Planning	\$40
Climate Initiatives	\$20
Safe Routes To School	\$23
Bus and Rail Transit Rehabilitation	\$150
Transit Performance Initiative	\$30**
Priority Conservation Areas Pilot	\$10
TOTAL	\$822

* MTC receives federal funding for local programming through the State from federal surface transportation legislation. This includes Surface Transportation Program (STP), Congestion Mitigation and Air Quality Improvement (CMAQ) and Transportation Alternatives (TA) Program funds.

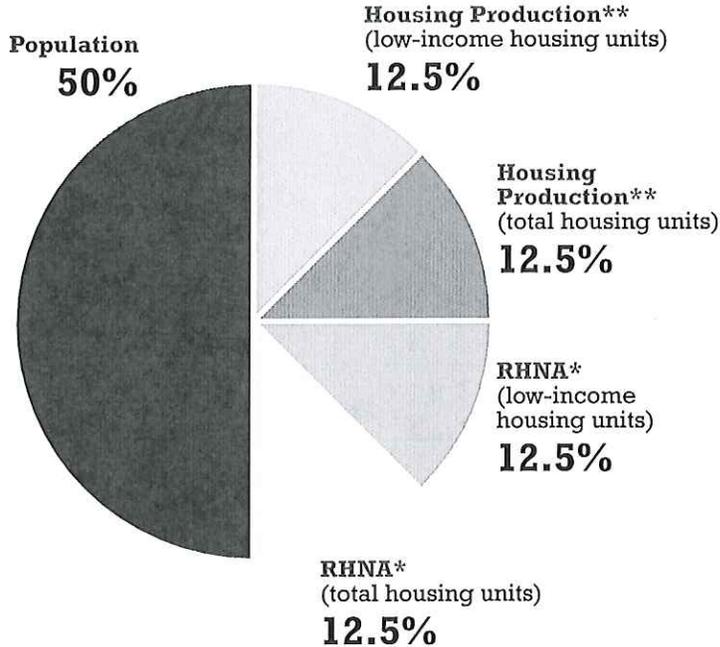
** 50% regional, 50% to counties



A1

OneBayArea Grant Program

OBAG Distribution Formula



OBAG County Fund Distribution

(Millions \$, rounded)

County	Total Funds
Alameda	\$64
Contra Costa	\$46
Marin	\$11
Napa	\$7
San Francisco	\$39
San Mateo	\$27
Santa Clara	\$89
Solano	\$19
Sonoma	\$24
Regional Total	\$327

The OneBayArea Grant distribution formula is based on the following factors: population, past housing production and future housing commitments. This includes weighting to acknowledge jurisdiction efforts to produce low-income housing. The county Congestion Management Agencies (CMA) are responsible for local project solicitation, evaluation, and selection.

* RHNA 2014-2022

** Housing Production Report 1999-2006, ABAG



Eligible OBAG Projects

Each county CMA may program OBAG funds to projects that meet the eligibility requirements of any one of the following six transportation improvement categories:

- Local Streets and Roads Preservation
- Bicycle and Pedestrian Improvements
- Transportation for Livable Communities
- Safe Routes to School
- Priority Conservation Areas
- CMA Planning Activities

OBAG Policies

Priority Development Area Focus

Priority Development Areas (PDAs) are infill development opportunity areas within existing communities identified by local jurisdictions. They are generally areas of at least 100 acres where there is local commitment to developing more housing along with amenities and services to meet the day-to-day needs of residents in a bicycle and pedestrian-friendly environment served by transit.

PDA Investment Minimums

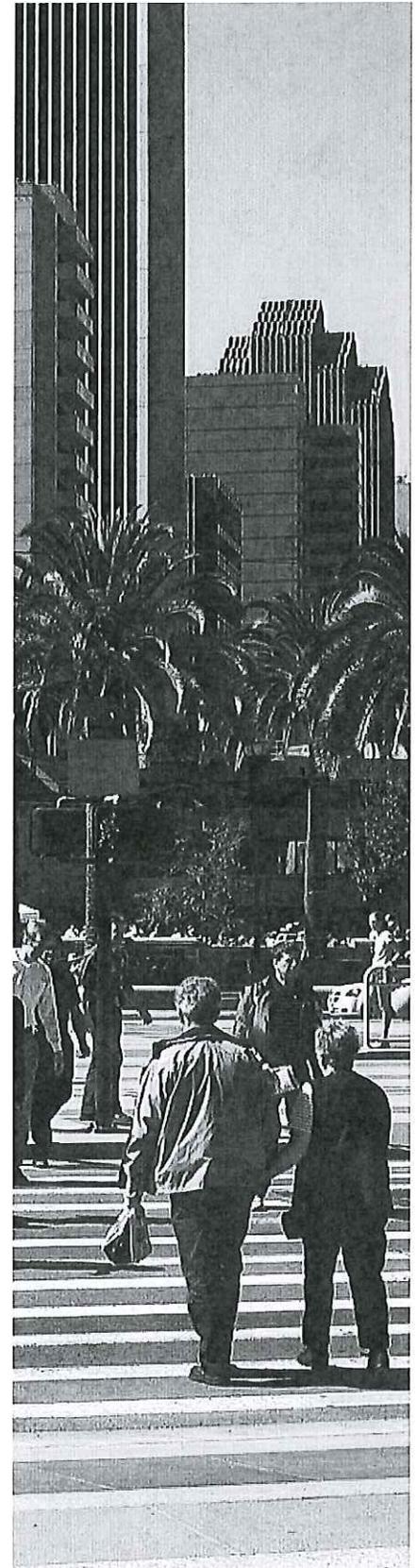
The CMAAs in larger counties (Alameda, Contra Costa, San Mateo, San Francisco, and Santa Clara) shall direct at least 70% of their OBAG investments to the PDAs. For North Bay counties (Marin, Napa, Solano, and Sonoma) the threshold is 50%. A project lying outside the limits of a PDA may count towards the minimum provided that it directly connects to or provides proximate access to a PDA. Refer to http://gis.mtc.ca.gov/interactive_maps/pdas.html which provides a GIS overlay of the PDAs in the Bay Area. The counties will be expected to have an open decision process to justify projects that geographically fall outside of a PDA but are considered directly connected to or providing proximate access to a PDA.

PDA Investment and Growth Strategy

By May 1, 2013, CMAAs shall prepare and adopt a PDA Investment and Growth Strategy to guide transportation investments that are supportive of PDA infill development.

Affordable Housing Production and Preservation

As part of the PDA Investment and Growth Strategy, CMAAs will need to consider strategies for the production of affordable housing. By May 2013, CMAAs will have analyzed housing production progress and completed an inventory of existing and planned housing units by income category in PDAs and affordable housing policies currently enacted for those respective jurisdictions. By May 2014, CMAAs will work with PDA based jurisdictions to identify which, if any, policies/ordinances are recommended to promote and preserve affordable housing in PDAs. Based on this information and recommendations in the PDA Growth Strategy, MTC will link the release of future cycle funding (after FY 2016-17) to the implementation of affordable housing policies around which local officials reach consensus. Additionally, the regional PDA Planning Program will assist jurisdictions to develop and implement PDA investment plans.



Performance and Accountability

Jurisdictions receiving OBAG funds need to comply with the following:

Complete Streets Policy Resolution

Aside from meeting MTC's complete streets policy, a jurisdiction will need to adopt a complete streets resolution by June 30, 2013. A jurisdiction can also meet this requirement through a general plan that complies with the California Complete Streets Act of 2008.

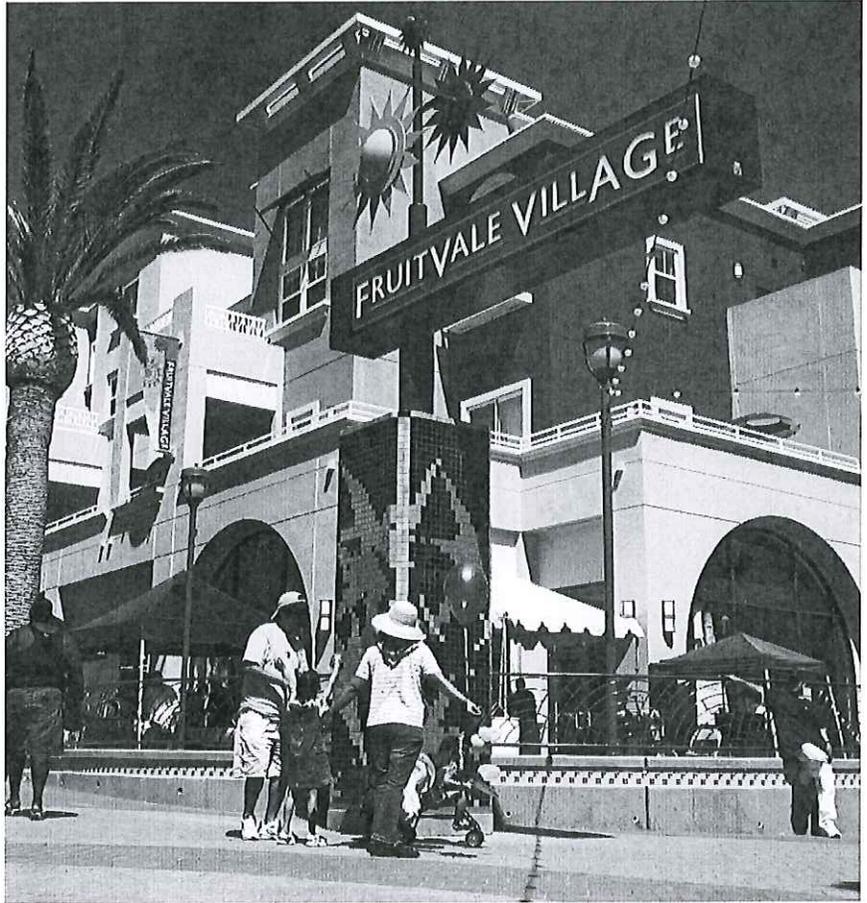
RHNA Compliant General Plan

A jurisdiction is required to have its general plan housing element adopted and certified by the State Department of Housing and Community Development (HCD) for 2007–14 RHNA prior to January 31, 2013. If a jurisdiction submitted its housing element to the state but the state's comment letter identifies deficiencies that the local jurisdiction must address in order to receive HCD certification, then the local jurisdiction may submit a request to the Joint MTC Planning/ABAG Administrative Committee for a time extension to address the deficiencies and resubmit its revised draft housing element to HCD for re-consideration and certification.

Note that jurisdictions will be required to have general plans with approved housing elements and that comply with the Complete Streets Act of 2008 by May 31, 2015 and January 31, 2016 respectively to be eligible for the OBAG cycle subsequent to FY 2016–17.

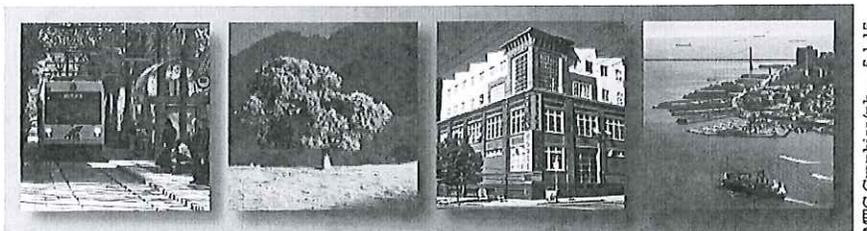
Report to the Commission

After OBAG programming is completed at the county level, MTC staff will present a report to the Commission in late 2013 on the performance and project selection outcomes of the OBAG program. The CMAs will also present their PDA Investment and Growth Strategies to the Joint MTC Planning/ ABAG Administrative Planning Committee.



Additional Information

For additional information about Cycle 2 investments, policies and the OneBayArea Grant Program, go to www.mtc.ca.gov/funding/onebayarea or contact **Craig Goldblatt** at cgoldblatt@mtc.ca.gov or 510.817.5837.



MTC Graphics/pb — 5.1.15

OneBayArea

A4

Bay Area "Transportationese"

In MTC's world, HIP doesn't mean "cool," TLC doesn't offer "tender loving care" and "ice tea" is not a drink. The business of transportation, like many other industries, professions and government agencies, is full of acronyms, abbreviated names and jargon. If you'd like to become fluent in "transportationese," here's a list of terms to start you on your way.

511 511 is a 24-hour, toll-free phone and Web service (511.org) that consolidates Bay Area transportation information into a one-stop resource. 511 provides up-to-the-minute information on traffic conditions, public transit routes and schedules, carpool and vanpool referrals, bicycle routes and more. 511 is managed by a partnership of public agencies, led by MTC, the California Highway Patrol and Caltrans. When MTC activated the 511 phone number in 2002, the region became the first in the state to implement a free, phone-based traveler information service.

ABAG Association of Bay Area Governments A voluntary association of counties and cities that is the general planning agency for the nine-county San Francisco Bay Area. Also provides demographic, financial, administrative, training and conference services to local governments and businesses. ABAG appoints a representative to sit on the Commission.

ADA Americans With Disabilities Act Federal civil rights legislation for disabled persons passed in 1990; calls on public transit systems to make their services more fully accessible, as well as to underwrite a parallel network of paratransit service.

BAAQMD Bay Area Air Quality Management District (Also known as the Air District, since the acronym seems to take longer to say than the full name.) Regulates industry and employers to keep air pollution in check and sponsors programs to clean the air. The Air District works with MTC and the Association of Bay Area Governments on issues that affect transportation, land use and air quality.

BATA Bay Area Toll Authority Entity created by the state Legislature to administer the base \$1 toll from the Bay Area's seven state-owned toll bridges. Now oversees all toll revenue from the seven toll bridges. MTC began operations as BATA on January 1, 1998.

Bay Area Partnership Often referred to simply as "The Partnership," this is a confederation of the top staff of various transportation agencies in the region (MTC, public transit operators, county CMAs, city and county public works departments, ports, Caltrans, U.S. DOT, etc.) as well as environmental protection agencies. The Partnership works by consensus to improve the overall efficiency



and operation of the Bay Area's transportation network, including developing strategies for financing transportation improvements.

BCDC San Francisco Bay Conservation and Development Commission A state-established agency with jurisdiction over dredging and filling of San Francisco Bay and limited jurisdiction over development within 100 feet of the Bay. BCDC appoints a representative to sit on the Commission.

CAA Clean Air Act Federal legislation that requires each state with areas that have not met federal air quality standards to prepare a State Implementation Plan, or SIP. The sweeping 1990 amendments to the CAA established new air quality requirements for the development of metropolitan transportation plans and programs. The California Clean Air Act (or CCAA) sets even tougher state goals.

Caltrans California Department of Transportation The state agency that operates California's highway system.

Capital Funds Moneys dedicated for new projects to cover one-time costs, such as construction of roads or transit lines and facilities, or purchase of buses and rail cars.

CHP California Highway Patrol State law enforcement agency responsible for highway safety, among other things.

CMA Congestion Management Agency

A county-level agency responsible for preparing and implementing a county's Congestion Management Program. CMAs came into existence as a result of state legislation and voter approval of Proposition 111 in 1990. Subsequent legislation made optional the requirement for counties to have a CMA. All Bay Area counties have them.

CMAQ Congestion Mitigation and Air Quality Improvement Program

A pot of federal money for projects and activities that reduce congestion and improve air quality, both in regions not yet attaining federal air quality standards and those engaged in efforts to preserve their attainment status.

Conformity A process in which transportation plans and spending programs are reviewed to ensure that they are consistent with federal clean air requirements; transportation projects collectively must not worsen air quality.

CTC California Transportation

Commission A state-level commission, consisting of nine members appointed by the governor, that establishes priorities and allocates funds for highway, passenger rail and transit investments throughout California. The CTC works with the state Business, Transportation and Housing Agency in overseeing Caltrans, and participates in the development of state and federal legislation that affects transportation funding.

Environmental Justice The term stems from a 1994 presidential executive order to promote equity for disadvantaged communities and promote the inclusion of racial and ethnic populations and low-income communities in decision-making. Local and regional transportation agencies must ensure that services and benefits, as well as burdens, are fairly distributed to avoid discrimination.

EPA Environmental Protection Agency Federal department responsible for researching and setting national standards for environmental quality. The EPA works with other federal, state, local and regional agencies to issue permits, monitor compliance and enforce environmental laws.

Equity Analysis Consistent with federal requirements for environmental justice, MTC conducts an equity analysis covering the 25-year Regional Transportation Plan to determine how the benefits and burdens of the plan's investment strategy affect minority and low-income communities.

FasTrak® The electronic toll collection system used on the Bay Area's seven state-owned toll bridges and the Golden Gate Bridge. FasTrak® customer service operations are managed by the Bay Area Toll Authority.

FHWA Federal Highway Administration U.S. Department of Transportation agency responsible for administering the federal highway aid program to individual states, and helping to plan, develop and coordinate construction of federally funded highway projects. FHWA also governs the safety of hazardous cargo on the nation's highways.

Flexible Funding Unlike funding that flows only to highways or only to transit by a rigid formula, this money can be invested in a range of transportation projects. Examples of flexible funding categories include the Surface Transportation Program, and the Congestion Mitigation and Air Quality Improvement Program (both federal).

FTA Federal Transit Administration U.S. Department of Transportation agency that provides financial and planning assistance to help plan, build and operate rail, bus and paratransit systems. The agency also assists in the development of local and regional traffic reduction programs.

HIP Housing Incentive Program An incentive program initiated by MTC in 2000 that provides seed money to municipalities and their development partners to encourage the development of compact residential communities near public transit hubs.

HOT Lane High-Occupancy/Toll Lane A designated lane that motorists driving alone can use if they pay a toll, allowing them to avoid traffic delays in the adjacent regular lanes. HOT lanes usually are combined with high-occupancy-vehicle (HOV or carpool) lanes that have enough capacity to handle more vehicles. Toll-paying drivers and toll-free carpools/vanpools share the lane, increasing the number of total vehicles using the HOV/HOT lane and generating revenues that can be used for transportation improvements.

HOV Lane High-Occupancy-Vehicle Lane The technical term for a carpool lane, commuter lane or diamond lane.

Intermodal The term "mode" is used to refer to and to distinguish from each other the various forms of transportation, such as automobile, transit, ship, bicycle and walking. Intermodal refers specifically to the connections between modes.

ISTEA Intermodal Surface

Transportation Efficiency Act

Pronounced "Ice Tea," this landmark federal legislation signed into law in 1991 initiated broad changes in the way transportation decisions are made. ISTEA emphasized diversity and balance of modes, as well as the preservation of existing systems before construction of new facilities. ISTEA expired in 1997, but much of its program structure was carried forward in successor federal legislation (see "TEA 21" and "SAFETEA").

ITIP Interregional Transportation

Improvement Program A state funding program intended to address needs that cross metropolitan boundaries. Caltrans nominates and the CTC approves a listing of interregional highway and rail projects for 25 percent of the funds to be programmed in the STIP. (The other 75 percent are RTIP funds; see below.)

ITS Intelligent Transportation Systems

Technical innovations that apply communications and information processing to improve the efficiency and safety of ground transportation systems. In the Bay Area, ITS initiatives include closed-circuit video monitoring of freeway traffic conditions and the use of automatic vehicle location technology to provide real-time transit and traffic information to the 511 telephone and Web-based information service. ITS initiatives are also used to coordinate traffic signals and speed emergency vehicle response times.

JPC Joint Policy Committee Created by state law to coordinate regional planning efforts in the Bay Area, the JPC includes representatives from MTC, ABAG, BAAQMD and the San Francisco Bay Conservation and Development Commission (BCDC).

Lifeline Transportation Network

An MTC initiative to enhance low-income residents' access to key destinations such as job centers, government buildings and medical facilities during both peak commute periods and off-peak hours. While most of the Lifeline network identified by MTC is already served by existing transit routes, some low-income communities and/or destinations are not served by transit or lack service at specific times of day. MTC is working with transit operators and potential funding partners to fill these gaps in the network, whether by transit or other options such as car-sharing.

MPO Metropolitan Planning

Organization A federally required body responsible for the transportation planning and project selection in its region; the governor designates an MPO in every urbanized area with a population of over 50,000. MTC is the Bay Area's MPO.

Operating Funds Moneys used to fund general, day-to-day costs of running transportation systems. For transit, costs include fuel, salaries and replacement parts; for roads, operating costs involve maintaining pavement, filling potholes, paying workers' salaries, and so forth. (See "Capital Funds.")

Paratransit Door-to-door bus, van and taxi services used to transport elderly and disabled riders. Sometimes referred to as dial-a-ride service, since trips are made according to demand instead of along a fixed route or according to a fixed schedule.

PMS Pavement Management System This cooperative effort between MTC and more than 100 local jurisdictions evaluates options for improving the maintenance of local streets and roads. MTC provides its own StreetSaver™ computer software and technical assistance to help cities and counties extend the life of pavement and thus stretch local budgets further.

Program (1) *verb*, to assign funds to a project that has been approved by MTC, the state or other agency; (2) *noun*, a system of funding for implementing transportation projects or policies, such as through the State Transportation Improvement Program (see "STIP").

Proposition 1B (also known as the Infrastructure Bond) – Passed by 61 percent of the voters in November 2006, Proposition 1B authorizes the state to issue a \$20 billion general obligation bond for a variety of transportation improvements.

Proposition 42 A statewide initiative approved in 2002 that requires gasoline sales tax revenues to be dedicated to transportation purposes. In FY 2006–07, Proposition 42 funds are estimated to provide approximately \$1.4 billion statewide. In November 2006, the voters passed a subsequent initiative, Proposition 1A, which provides greater assurance that these funds will go to transportation. Proposition 1A allows

the funds to be loaned to the General Fund only twice in a 10-year period and requires that funds be repaid within three years prior to making a second loan.

Resolution 3434 (also known as the Regional Transit Expansion Program) – A list of high-priority rail and express bus improvements to serve the Bay Area's most congested corridors. MTC adopted Resolution 3434 in December 2001 to establish clear priorities for the investment of transit expansion funds.

RM 1 Regional Measure 1 Passed by Bay Area voters in 1988, RM 1 increased tolls (which at the time varied by bridge) on the region's seven state-owned bridges to a uniform \$1. Revenues generated by the toll increase were dedicated by RM 1 to fund certain highway and bridge improvements, public transit rail extensions, and other projects that reduce congestion in the bridge corridors.

RM 2 Regional Measure 2 A ballot measure instituting a \$1 bridge toll increase passed by Bay Area voters in March 2004. The expenditure plan funds 37 capital projects, with an emphasis on transit improvements in the bridge corridors, as well as a dozen transit operating projects to enhance service along the bridge corridors.

RTIP Regional Transportation Improvement Program A listing of highway and transit projects that the region hopes to fund; compiled by MTC every two years from priority lists submitted by local jurisdictions. The California Transportation Commission (CTC) must either approve or reject the RTIP list in its entirety. Once the CTC approves an RTIP, it is combined with those from other regions to comprise 75 percent of the funds in the STIP (see below).

RTP Regional Transportation Plan

A blueprint to guide the region's transportation development for a 25-year period. Updated every four years, it is based on projections of growth in population and travel demand coupled with financial projections. Required by state and federal law.

RTPA Regional Transportation Planning Agency

A state-designated agency responsible for preparing the Regional Transportation Plan and the Regional Transportation Improvement Program, administering state funds, and other tasks. MTC is the Bay Area's RTPA.

SAFE Service Authority for Freeways and Expressways As the region's SAFE, MTC – in partnership with the California Highway Patrol and California Department of Transportation – oversees the installation and operation of call boxes along Bay Area freeways and administers a roving tow truck service (Freeway Service Patrol) to quickly clear incidents from the region's most congested roadways. State legislation in 1987 created the MTC SAFE, which is funded in part through a \$1 surcharge on motor vehicle registrations.

SAFETEA Safe, Accountable, Flexible, Efficient Transportation Equity Act A multiyear federal transportation bill, signed into law by President George W. Bush on August 10, 2005. The bill authorizes \$255.5 billion in funding for federal surface transportation programs over five years. SAFETEA maintains the program structure of its predecessor, TEA 21, but provides a much higher number of earmarks for special projects chosen by Congress. SAFETEA is distinguished by its emphasis on safety, including a federal Safe Routes to School Program, and new flexibility for states to develop high-occupancy/toll (HOT) lanes.

SHOPP State Highway Operation and Protection Program State funding program for highway projects that will improve traffic safety; preserve bridges, roadways and/or roadsides; increase mobility; or improve facilities related to the state highway system. It is adopted on a four-year schedule. Pursuant to state law, the SHOPP receives priority in funding before funds are made available to the STIP.

SIP State Implementation Plan

Here's a case where one term refers to two different – albeit related – documents. Metropolitan areas prepare regional SIPs showing steps they plan to take to meet federal air quality standards (outlined in the Clean Air Act). Several SIPs make up the statewide plan for cleaning up the air, also known as a SIP.

Smart Growth A set of policies and programs designed to protect, preserve and economically stimulate established communities, while protecting valuable natural and cultural resources and limiting sprawl.

SOV Single-Occupant Vehicle A vehicle with one occupant, the driver, who is sometimes referred to as a "drive alone."

Spare the Air Program established by BAAQMD to educate people about air pollution and to encourage them to curtail emissions by driving less, taking public transportation, carpooling, walking, biking and other measures. Spare the Air season runs from June 1 through October 13. MTC partners with BAAQMD and Bay Area transit operators to offer free fares on the season's first several Spare the Air days in an effort to increase transit ridership and reduce emissions from driving.

STA State Transit Assistance Provides funding for mass transit operations and capital projects.

STIP State Transportation Improvement Program What the CTC ends up with after combining various RTIPs as well as a list of specific projects proposed by Caltrans. Covering a five-year span and updated every two years, the STIP determines when and if transportation projects will be funded by the state.

STP Surface Transportation Program One of the key federal funding programs. STP moneys are "flexible," meaning they can be spent on mass transit and pedestrian and bicycle facilities as well as on roads and highways.

TCM Transportation Control Measure A strategy to reduce driving or to smooth traffic flows in order to cut auto emissions and resulting air pollution. Required by the Clean Air Act, TCMs for the Bay Area are jointly developed by MTC, the Bay Area Air Quality Management District and ABAG. Examples of TCMs include roving tow truck patrols to clear stalls and accidents from congested roadways, new or increased transit service, or a program to promote carpools and vanpools.

TCRP Traffic Congestion Relief Program A five-year state transportation investment plan passed by the California Legislature and signed into law in 2000. The plan originally called for \$6.8 billion of spending (with \$1.7 billion to the Bay Area) from fiscal 2000-01 to 2005-06, but subsequent refinancing agreements postponed the funding until fiscal 2002-03 to 2007-08.

TDA Transportation Development Act State law enacted in 1971. TDA funds are generated from a tax of one-quarter of one percent on all retail sales in each county; used for transit, special transit for disabled persons, and bicycle and pedestrian purposes, they are collected by the state and allocated by MTC to fund transit operations and programs. In nonurban areas, TDA funds may be used for streets and roads under certain conditions.

TDM Transportation Demand Management Low-cost ways to reduce demand by automobiles on the transportation system, such as programs to promote telecommuting, flextime and ridesharing.

TEA Transportation Enhancement Activities A federal transportation funding category. Ten percent of STP moneys must be set aside for projects that enhance the compatibility of transportation facilities with their surroundings. Examples of TEA projects include bicycle and pedestrian paths, restoration of rail depots or other historic transportation facilities, acquisition of scenic or open space lands next to travel corridors, and murals or other public art projects.

TEA 21 Transportation Equity Act for the 21st Century Passed by Congress in 1998, TEA 21 retained and expanded many of the programs created in 1991 under ISTEA. The law reauthorized federal surface transportation programs for six years (1998-2003), and significantly increased overall funding for transportation. Its successor is SAFETEA.

TETAP Traffic Engineering Technical Assistance Program An MTC initiative that provides local jurisdictions with traffic engineering assistance and expertise on projects to improve traffic flows on major arterials.

TIP Transportation Improvement Program This is the primary spending plan for federal funding expected to flow to the region from all sources for transportation projects of all types. The TIP must be updated at least once every four years. It covers a four- or five-year period.

Title VI Refers to Title VI of the Federal Civil Rights Act of 1964, and requires that transportation planning and programming be nondiscriminatory on the basis of race, color and national origin. Integral to Title VI is the concept of environmental justice.

TLC Transportation for Livable Communities Funding program created by MTC in 1998 to fund small-scale, community- and transit-oriented projects that improve neighborhood vitality.

TMC Transportation Management Center A centralized regional facility for notifying travelers of current traffic and roadway conditions through various media including radio and TV reporters, roadway message signs, and highway advisory radio. The TMC and the regional Traffic Operations System (see "TOS" below) reflect the growing importance of system management and intelligent transportation systems in combating roadway congestion. The Bay Area TMC, which is partially funded by MTC, is located in the Caltrans District 4 headquarters building in Oakland.

TOD Transit-Oriented Development A type of development that links land use and transit facilities to support the transit system and help reduce sprawl, traffic congestion and air pollution. It calls for locating housing, along with complementary public uses (jobs, retail and services) at strategic points along a transit line.

TOS Traffic Operations System In the Bay Area, Caltrans and the CHP monitor traffic flows by means of detectors embedded in pavement and closed-circuit television cameras, quickly dispatching tow trucks and other assistance. Message signs and broadcasts alert drivers and transit riders to conditions ahead, while ramp metering controls traffic flows. All these devices together comprise the TOS. (See also "TMC.")

TransLink® MTC's prototype for a universal ticket valid on all transit modes, from BART to buses to ferries. Translink® went into service in the fall of 2006 on AC Transit buses and Golden Gate Transit buses and ferries. TransLink® smart card technology can provide a broad range of services beyond transit fares, including payment for parking meters, telephone calls, retail purchases and perhaps even Internet purchases.

U.S. DOT United States Department of Transportation The federal cabinet-level agency with responsibility for highways, mass transit, aviation and ports; headed by the secretary of transportation. The DOT includes the Federal Highway Administration and the Federal Transit Administration, among others. There are also state DOTs (known as Caltrans in California).

VII Vehicle Infrastructure Integration VII is a major ITS (see entry) initiative. The goal of VII is to provide a communications link between vehicles on the road, and between vehicles and the roadside infrastructure, in order to increase the safety, efficiency, and convenience of the transportation system.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Steve Duran, City Manager

SUBJECT: Discussion on renaming A Street and L Street

RECOMMENDED ACTION

It is recommended that the City Council discuss whether or not to rename A Street and/or L Street and direct staff accordingly.

STRATEGIC PURPOSE

Improvements to, and renaming of, L Street, as discussed in preliminary reviews of the Downtown Specific Plan, falls under Economic Development **Strategy F-4: Determine and Prioritize Geographical Areas of Focus - Short Term Objective:** Focus limited resources on Priority Development Areas and Somersville and L Street corridor areas. Downtown is a Priority Development Area (PDA). The idea of renaming A Street as well is in support of Downtown revitalization.

Changing the names of A Street and L Street are precursors to street improvements that will fall under Public Works **Strategy K-4: Prioritize infrastructure improvements to coincide with Economic Development goals - Short Term Objective:** Focus resources on Priority Development Areas and key commercial development opportunities.

FISCAL IMPACT

Providing direction to staff has no immediate fiscal impact. The renaming of these streets will have significant costs that will be estimated by staff after Council direction to proceed with renaming is received. These costs will be brought back to the Council as part of future Capital Improvement plans and budgets.

DISCUSSION

The idea of renaming A Street and L Street is not new. However, the community discussions that were part of the Downtown Specific Plan effort have brought the idea back to the forefront and staff is requesting City Council direction in this regard.

Since L Street going north from SR-4 leads to the Marina, the concept is to use "Marina" in the name of the street. Also, staff and consultants have identified L Street as a key link to the current San Joaquin passenger rail station and a future ferry terminal Downtown. This "path to transit" is envisioned to be wider than L Street is currently, including new bicycle and pedestrian friendly components.

Marina Way, Marina Parkway, Marina Drive and Marina Boulevard are all names that have been floated. The Council, of course, may consider any name it desires. Staff strongly supports this concept.

The name floated for A Street is something that contains "Rivertown" so as to let people know that there is an historic downtown called Rivertown, which is situated on a beautiful river. Rivertown Drive is the name most often mentioned. Also mentioned has been the concept of calling the road West Rivertown Drive starting at about 6th Street where A Street starts the curve toward becoming 2nd Street. Staff is comfortable with the concept of changing the name of A Street; but there are many commercial properties along A Street that would incur some costs in re-addressing their businesses. If the Council directs moving forward with changing the name of A Street, staff recommends that A Street and 2nd Street in Rivertown have one name, Rivertown Drive. Again, the Council may consider any name or no name change.

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Allan Cantando, Chief of Police *AC*

APPROVED BY: Steven Duran, City Manager

SUBJECT: Authorize Response to Grand Jury Report "Community Courts"
(Report 1510)

RECOMMENDED ACTION

It is recommended that the City Council approve and authorize the Mayor to sign the attached response to the Grand Jury report: "Community Courts."

STRATEGIC PURPOSE

This action is essential to efficiently manage City Council records by ensuring all documents related to Council actions are executed and distributed as necessary (Strategy L-5).

FISCAL IMPACT

Responding to the Grand Jury reports took staff time. Fiscal impacts of implementing recommendations in the report are not yet identified.

DISCUSSION

Early in California's history, the California Constitution established grand juries in each county. The California Penal Code includes provisions on the formation of grand juries and the powers and duties of grand juries. With respect to public agencies, grand juries are authorized to "investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit." (Cal. Penal Code § 925a) Within 90 days after the grand jury submits a report regarding the operations of any public agency, the "governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body" (Cal. Penal Code § 933(c)).

In June, Antioch and other public agencies in the County received the attached Grand Jury report: "Community Courts" (Attachment A). This report was not just addressed to Antioch, but was county-wide.

Accordingly, the attached draft response (Attachment B) is presented for the City Council's consideration to transmit to the presiding judge.

- **Options**

No options are presented as state law requires the City Council to respond to the Grand Jury reports. The City Council may propose alternative language to those responses.

ATTACHMENTS

- A. Grand Jury Report: "Community Courts"
- B. Antioch's Response to Grand Jury Report: "Community Courts"

ATTACHMENT "A"

Grand Jury

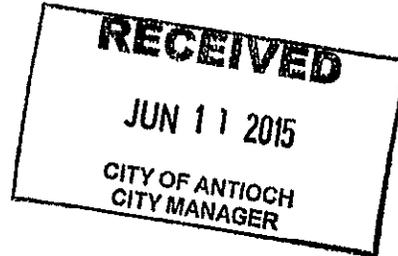
Contra
Costa
County

725 Court Street
P.O. Box 431
Martinez, CA 94553-0091



June 9, 2015

Antioch City Council
P.O. Box 5007
Antioch, CA 94509



Dear City Council:

Attached is a copy of Grand Jury Report No. 1510, "Community Courts" by the 2014-2015 Contra Costa Grand Jury.

In accordance with California Penal Code Section 933.05, this report is being provided to you at least two working days before it is released publicly.

Section 933.5(a) of the California Government Code requires that (the responding person or entity shall report one of the following actions) in respect to each finding:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees with the finding.
- (3) The respondent partially disagrees with the finding.

In the cases of both (2) and (3) above, the respondent shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons thereof.

In addition, Section 933.05(b) requires that the respondent reply to each recommendation by stating one of the following actions:

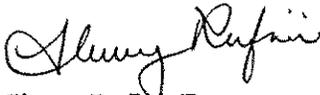
1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.

4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

Please be aware that Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to its public release. Please ensure that your response to the above noted Grand Jury report includes the mandated items. We will expect your response, using the form described by the quoted Government Code, no later than **September 9, 2015**.

Please send a copy of your response in hard copy to the Grand Jury, as well as a copy by e-mail in Word to clope2@contracosta.courts.ca.gov.

Sincerely,



Sherry Rufini, Foreperson
2014-2015 Contra Costa County Civil Grand Jury

Enclosure

A REPORT BY
THE 2014-2015 CONTRA COSTA COUNTY GRAND JURY
725 Court Street
Martinez, California 94553

Report 1510,

COMMUNITY COURTS

Unburdening the Traditional Court System

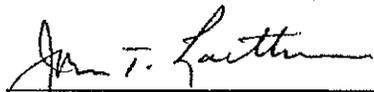
APPROVED BY THE GRAND JURY:

Date: 6-8-15


SHERRY RUFINI
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: 6-8-15


JOHN T. LAETTNER
JUDGE OF THE SUPERIOR COURT

Contact: Sherry Rufini
Foreperson
925-957-5638

Contra Costa County Grand Jury Report 1510

COMMUNITY COURTS

Unburdening the Traditional Court System

TO: The Contra Costa County District Attorney and the City Councils for the following cities: Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Ramon, San Pablo, Walnut Creek

SUMMARY

Community Court is a voluntary court-alternative program designed to give individuals arrested or cited for certain qualifying offenses an opportunity to resolve their matter outside the traditional court system.

The cities of Walnut Creek, Concord, Pittsburg and San Ramon currently conduct community court hearings for people who are arrested for certain misdemeanors in their jurisdictions. Each city has determined what crimes will be eligible to be heard in its community court. The types of cases referred to community court include low-level misdemeanors and infractions, such as petty theft, public intoxication, vandalism, minor accidental non-injury vehicle hit-and-run collisions, and "malicious mischief: other."

If a person agrees to participate in the community court process, an independent hearing officer hears the case in the city's police department. The hearing officer has the authority to issue a directive, which may require the participant to pay a fine or restitution, perform community service, and/or attend counseling. Completion of the directive will prevent formal criminal charges from being brought against the participant, but in most cases does not remove the arrest from the participant's record.

In Contra Costa County, participating cities, the DA, the traditional court system, and participants all benefit from the community court option. Those Contra Costa cities not

currently utilizing community courts could benefit by establishing this program in their communities.

METHODOLOGY

The Grand Jury

- Interviewed employees of the Walnut Creek, Concord, and Pittsburg police departments
- Interviewed an independent Hearing Officer
- Attended a Community Court hearing
- Reviewed applicable State Law authorizing Community Courts
- Reviewed Community Court handouts and visited the Community Court Services website (<http://www.californiacommunitydisputeservices.com/-big-idea-.html>)

BACKGROUND

Community Court is a program that resolves low level criminal matters including petty thief, malicious mischief, vandalism, excessive noise, and alcohol related complaints, as well as other infractions and misdemeanors. These cases in the past would have been filed with the Contra Costa County District Attorney and may have been prosecuted in superior court.

Four cities in Contra Costa County currently use Community Courts Services (CCS), a private company, to operate the Community Court program in its city: Concord, Walnut Creek, San Ramon and Pittsburg.

DISCUSSION

History of Community Courts in California

In 1972, San Francisco instituted a program to mediate conflicts underlying misdemeanors, civil complaints, and civil suits. That program became known as Community Courts. Accused offenders were identified and given an opportunity to resolve their legal matters in their own neighborhoods and avoid formal prosecution. Trained, independent hearing officers conducted the hearings. The fines and actions ordered by hearing officers served to punish violators as well as to eliminate the cause of the behavior.

Community Court project was operated by California Community Dispute Services (CCDS), a 501(c)(3) nonprofit corporation. The program succeeded in San Francisco and was extended to Walnut Creek and Richmond. The programs in both San Francisco and Contra Costa counties were originally funded by grant monies and donations as well as participant fees for service.

In 1992, the California Legislature enacted Penal Code Sections 14150-14156. These code sections, along with the filing authority of the District Attorney, formally grant counties the right to establish Community Court in California. In enacting the above Penal Code sections, the legislature found that criminal cases, including misdemeanor filings, have increased faster than any other type of filing in California courts and the misdemeanor cases add to the workload straining the California court system.

In Richmond, the community court process was used for neighborhood "barking dog" cases; however, Richmond no longer participates in the program. The City of Walnut Creek continues to use Community Court. During the twelve years of its existence, the emphasis in Walnut Creek has been to use Community Court for intoxicated-in-public cases.

CCDS stopped receiving government grants and charitable funding after it changed its status in 2011 - 2012 from a 501(c)(3) non-profit organization to a for-profit company. It now relies on fees collected from participants and volunteer involvement. CCDS is no longer active in San Francisco and Community Court is now administered by the San Francisco District Attorney's Office. Community Court Services (CCS), a division of CCDS, currently operates courts in Walnut Creek, Concord, Pittsburg and San Ramon.

Referrals of Cases to Community Courts

Local law enforcement agencies, after making an arrest, usually file the case with the County's District Attorney's Office. The DA reviews the case and decides whether or not it will file a complaint in criminal court. A conviction results in a fine, jail time, and/or probation.

Cities that have decided to use Community Court determine with the approval of the District Attorney's Office what types of cases are suitable for adjudication in Community Court. Only infractions and certain misdemeanors are eligible for Community Court. The police department refers appropriate cases from its arrest files to Community Court, while the remaining cases are sent to the DA. The opportunity to participate in Community Court is usually limited to first time offenders.

Community Court is a voluntary program. Offenders whose cases are eligible for Community Court are given the option of participating. Participants are able to opt out of the process at any time, including after being informed of the hearing officer's directive. If a participant opts out, the case is then sent or returned to the District Attorney to determine whether a criminal complaint will be filed.

Involvement of Cities in Community Courts

Concord sends letters to accused offenders offering them the opportunity to participate

in the Concord Community Court program. The cities of Walnut Creek and Pittsburg provide CCS with a list of those accused offenders eligible to participate. CCS then sends out letters to persons on the list informing them of the option to participate in the program. To participate, recipients of the letters typically must respond within ten days. All the cities give CCS the participants' case files prior to the hearings.

Accused offenders in Concord contact the Concord Police Department directly to schedule their appointments for Community Court. Participants in Walnut Creek and Pittsburg call CCS to schedule their appointments. They are given an appointment time so as to minimize their wait time.

In Walnut Creek, 68% of those receiving letters informing them that they have been selected for Community Court chose to respond to the letter. Of those choosing to respond, 60% attended the Community Court hearing and 90% of those paid the fine. In Concord, 49% of those receiving letters responded to the letter. Of those responding 98% attended the hearing and 95% of those completed the directive. Since the inception of the Pittsburg Community Court, 100 persons have received notices that they are eligible for the program and 30% of those receiving the notices have participated in the program.

Community Court is held in Walnut Creek once a month on Thursdays between 9:00 and 11:00 a.m. The hearing officer hears between eight and sixteen cases each month. Walnut Creek makes a police department conference room available for the hearings. The types of cases heard in Walnut Creek include public intoxication and petty theft, as well as other misdemeanors.

The Concord Community Court has been in operation for approximately three years. Hearings are held twice a month, on Thursdays from 9:00 to 11:00 a.m. The Concord Police Department schedules seven to ten cases per session. The types of cases heard in Concord include petty theft, public intoxication, and minor hit and run accidents, as well as other misdemeanors. Juvenile cases are heard in the Concord Community Court. Parents of a juvenile meet with the hearing officer prior to the juvenile's hearing. The hearings take place in a conference room at the Concord Police Department.

Pittsburg implemented its Community Court program in early 2014. The hearings are held on the fourth Thursday of each month from 9:00 to 11:00 a.m. The Hearing Officer hears an average of three cases per session. Cases heard in Pittsburg include petty theft, minor accident hit and runs, vandalism, and other misdemeanors. The Pittsburg Community Court is held in a conference room at the Pittsburg City Hall.

San Ramon recently began a community court program. Its first hearing took place on April 24, 2015. The San Ramon Community Court meets on the fourth Friday of each month. San Ramon plans on using the Community Court to hear juvenile cases.

Community Courts Hearing Process

The four cities all use Community Court Services (CCS). CCS employs two hearing officers, both of whom are lawyers with experience in criminal law and have defense backgrounds. CCS does not charge the cities for its services; it receives revenue from a \$100 fee paid by each program participant. CCS also uses volunteers to assist with the administration of the program.

Participants attend an informal hearing at which the hearing officer summarizes the incident report. The participant is given an opportunity to respond, by making a statement. The hearing officer makes no judgement as to the guilt or innocence of the accused offender. If the accused offender indicates that he or she wants to plead "not guilty," the hearing officer recommends that the participant withdraw the case from Community Court. In that case, the report will be referred to the District Attorney. If the offender proceeds with the community court process, the hearing officer discusses the incident with the participant and then the hearing officer issues his or her directive. Hearings usually take 10 to 20 minutes. The hearing officer will have a counselor available for the participant to meet with following the hearing.

The hearing officer imposes directives that include fines, restitution, community service, diversion and/or counseling. However, the hearing officer does not impose fines on juveniles. The participant must complete any directive, including paying the imposed fine, within two months of the hearing. Successful completion of the directive prevents formal charges from being brought, but usually does not remove the record of the arrest. If the participant either decides to not complete the directive or is unable to do so, the case will be referred back to the District Attorney for a criminal filing decision. No information about the offender participating in Community Court is disclosed to the District Attorney.

Costs and Benefits of Community Courts

The costs of the program to the cities include a minimal amount of police department staff time and making a room available for hearings. Pittsburg estimates its police officers devote approximately two hours per month to the program. Concord estimates its personnel spend from one to ten hours a week on the program. Walnut Creek estimates its police officers put two hours per month into the program. Two police department clerks for Walnut Creek also spend a minimal amount of time processing cases. Concord and Walnut Creek also use volunteers to assist with the program.

The cities receive income from the program by collecting fines ordered by the hearing officer. Each participating city agrees with CCS to a range of fines for the different offenses. The City of Walnut Creek receives approximately \$80,000 per year in fines. The fines collected in 2014 by Concord totaled \$28,529 and participants completed 205 hours of community service. Pittsburg has collected \$7,000 in fines since the inception

of its program, which it has deposited into the city's general fund. The City of Concord reinvests the money it receives from fines back into the program.

FINDINGS

- F1. Participants in Community Court benefit by resolving their issues outside of the traditional court system and avoiding having a criminal record.
- F2. The city benefits by receiving income from fines imposed on Community Court participants.
- F3. The city benefits from Community Court participants providing compulsory community service hours.
- F4. The District Attorney's Office and Superior Court both benefit from Community Court due to the reduction in misdemeanor cases that each must process.
- F5. The hearing officer for Community Court issues directives that include fines, restitution, community service, diversion programs, and/or counseling.
- F6. The city does not have a Community Court program.

RECOMMENDATIONS

- R1. The city should consider establishing a Community Court.

REQUIRED RESPONSES

	<u>Findings</u>	<u>Recommendations</u>
Contra Costa County District Attorney Office	4	
City of Antioch	6	1
City of Brentwood	6	1
City of Clayton	6	1
City of Concord	1,2,3,5	
City of Danville	6	1
City of El Cerrito	6	1
City of Hercules	6	1
City of Lafayette	6	1
City of Martinez	6	1
City of Moraga	6	1
City of Oakley	6	1
City Orinda	6	1
City of Pinole	6	1
City of Pleasant Hill	6	1
City of Pittsburg	1,2,3,5	
City of Richmond	6	1
City of San Pablo	6	1
City of San Ramon	1,2,3,5	
City of Walnut Creek	1,2,5	

APPENDIX

Cal. Penal Code §14150

The Legislature hereby finds and declares:

- (a) Over the last 10 years, criminal case filings, including misdemeanor filings, have been increasing faster than any other type of filing in California's courts. Between 1981 and 1991, nontraffic misdemeanor and infraction filings in municipal and justice courts increased by 35 percent.
- (b) These misdemeanor cases add to the workload which is now straining the California court system. In addition, many of these cases are ill-suited to complete resolution through the criminal justice system because they involve underlying disputes which may result in continuing conflict and criminal conduct within the community.
- (c) Many victims of misdemeanor criminal conduct feel excluded from the criminal justice process. Although they were the direct victims of the offenders' criminal conduct, the process does not currently provide them with a direct role in holding the offender accountable for this conduct.
- (d) Community conflict resolution programs utilizing alternative dispute resolution (ADR) processes such as mediation and arbitration have been effectively used in California and elsewhere to resolve conflicts involving conduct that could be charged as a misdemeanor. These programs can assist in reducing the number of cases burdening the court system. By utilizing ADR processes, these programs also provide an opportunity for direct participation by the victims of the conduct, thereby increasing victims' satisfaction with the criminal justice process. In addition, by bringing the parties together, these programs may reduce conflict within the community by facilitating the settlement of disputes which are causing repeated misdemeanor criminal conduct and may increase compliance with restitution agreements by encouraging the offender to accept personal responsibility.
- (e) As of the effective date of this section, the San Francisco and Contra Costa district attorney offices refer between 1,000 and 1,500 cases per year involving conduct which could be charged as a misdemeanor to California Community Dispute Services, which provides ADR services. Between 70 and 75 percent of these cases are successfully resolved through the ADR process, and the rate of compliance with the agreements reached is between 80 and 93 percent.
- (f) The State of New York has developed a substantial statewide alternative dispute resolution program in which 65 percent of the cases using the services are of a criminal nature. These cases are referred to arbitration, conciliation, and mediation. Of the criminal misdemeanor cases that were mediated, 82 percent reached an agreement through the mediation process.

(g) It is in the public interest for community dispute resolution programs to be established to provide ADR services in cases involving conduct which could be charged as a misdemeanor and for district attorneys and courts to be authorized to refer cases to these programs.

CAL. PEN CODE § 14151

The district attorney may establish a community conflict resolution program pursuant to this title to provide alternative dispute resolution (ADR) services, such as mediation, arbitration, or a combination of both mediation and arbitration (med-arb) in cases, including those brought by a city prosecutor, involving conduct which could be charged as a misdemeanor. The district attorney may contract with a private entity to provide these services and may establish minimum training requirements for the neutral persons conducting the ADR processes. 14152. (a) The district attorney may refer cases involving conduct which could be charged as a misdemeanor to the community conflict resolution program. In determining whether to refer a case to the community conflict resolution program, the district attorney shall consider, but is not limited to considering, all of the following:

- (1) The nature of the conduct in question.
 - (2) The nature of the relationship between the alleged victim and the person alleged to have committed the conduct.
 - (3) Whether referral to the community conflict resolution program is likely to help resolve underlying issues which are likely to result in additional conduct which could be the subject of criminal charges.
- (b) No case where there has been a history of child abuse, sexual assault, or domestic violence, as that term is defined in Section 6211 of the Family Code, between the alleged victim and the person alleged to have committed the conduct, or where a protective order, as defined in Section 6218 of the Family Code, is in effect, shall be referred to the community conflict resolution program.

Cal. Penal Code §14152

(a) The district attorney may refer cases involving conduct which could be charged as a misdemeanor to the community conflict resolution program. In determining whether to refer a case to the community conflict resolution program, the district attorney shall consider, but is not limited to considering, all of the following:

- (1) The nature of the conduct in question.

(2)The nature of the relationship between the alleged victim and the person alleged to have committed the conduct.

(3)Whether referral to the community conflict resolution program is likely to help resolve underlying issues which are likely to result in additional conduct which could be the subject of criminal charges.

(b)No case where there has been a history of child abuse, sexual assault, or domestic violence, as that term is defined in Section 6211 of the Family Code, between the alleged victim and the person alleged to have committed the conduct, or where a protective order, as defined in Section 6218 of the Family Code, is in effect, shall be referred to the community conflict resolution program.

Cal. Penal Code §14153

Both the alleged victim and the person alleged to have committed the conduct shall knowingly and voluntarily consent to participate in the ADR process conducted by the community conflict resolution program.

Cal. Penal Code §14154

In a county in which the district attorney has established a community conflict resolution program, the superior court may, with the consent of the district attorney and the defendant, refer misdemeanor cases, including those brought by a city prosecutor, to that program. In determining whether to refer a case to the community conflict resolution program, the court shall consider, but is not limited to considering, all of the following:

(a)The factors listed in Section 14152.

(b)Any other referral criteria established by the district attorney for the program.

The court shall not refer any case to the community conflict resolution program which was previously referred to that program by the district attorney.

Cal. Penal Code §14155

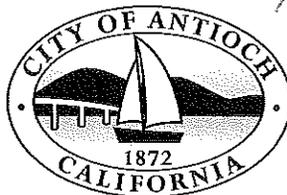
(a)If the alleged victim or the person alleged to have committed the conduct does not agree to participate in the community conflict resolution program or the case is not resolved through the ADR process provided by that program, the community conflict resolution program shall promptly refer the case back to the district attorney or to the court that made the referral for appropriate action.

(b) If the community conflict resolution program determines that a case referred to it prior to the filing of a complaint has been resolved through that referral, the program shall recommend to the district attorney that the case not be prosecuted.

(c) If a case referred to the community conflict resolution program after the filing of a complaint but prior to adjudication is resolved through that referral, the court may dismiss the action pursuant to Section 1378 or 1385.

Cal. Penal Code §14156

It is the intent of the Legislature that neither this title nor any other provision of law be construed to preempt other precomplaint or pretrial diversion programs. It is also the intent of the Legislature that this title not preempt other post trial diversion programs.



August 12, 2015

The Honorable John Laettner
Presiding Judge of the Contra Costa Superior Court
A.F. Bray Court House, Department 25
1020 Ward Street
Martinez, CA 94553

Re: **Contra Costa County Grand Jury Report: "Community Courts" (Report 1510)**

Dear Judge Laettner:

On behalf of the Antioch City Council, this letter responds to Contra Costa County Grand Jury Report: "Community Courts." The City Council authorized this response at its meeting on August 11, 2015.

We appreciate the time and effort that you and the Grand Jury spent considering these matters. We trust that the Grand Jury also appreciates the City time spent reviewing and responding to Grand Jury reports, particularly given Antioch's reduced staffing. Pursuant to California Penal Code § 933.05, the City will respond to the applicable finding and recommendation.

Findings

Finding # 6: "The City does not have a Community Court program."

The City agrees with this finding.

Recommendations

Recommendation # 1: "The city should consider establishing a Community Court."

The recommendation will not be implemented because it is not warranted or is not reasonable, with the following explanation.

In May 2015, a member of Antioch Police management was tasked to attend, observe, and report back on a session of Community Court in a neighboring jurisdiction. Information obtained from this observation of Community Court raised several concerns.

There was no court reporter or other recording mechanism in place to ensure the conversations and interactions with the Offender were properly and accurately documented. This could be problematic later if the Offender alleges any failed promises, misrepresentation of facts, or any other wrongdoing.

One of the cases heard involved an Offender who was Spanish speaking only, and the translation was conducted by a bilingual staff member who was not a court recognized interpreter. This, coupled with no recording of the dialogue, could lead to allegations of misunderstandings and inaccurate statements between the Offender and the Hearing Officer.

It appears questionable if Offenders are aware of and/or understand due process. Offenders did not seem to have a good grasp of the true voluntary nature of the hearings. It was implied that failing to participate in the program would result in charges being filed against them by the District Attorney's Office, which may not have been accurate. In two separate cases, the arrest reports certainly met the criteria of probable cause necessary to make an arrest. However, it is questionable whether either contained sufficient burden of proof to meet a threshold of "beyond a reasonable doubt."

In the above examples, one Offender agreed to pay a fine and the other agreed to complete community service so that their cases would not be forwarded to the District Attorney's Office. However, based on the City's experience in filing cases with the District Attorney's Office, there is a strong likelihood that neither of these cases would have been accepted for filing. As such, both Offenders agreed to pay compensation (monetary and service commitment) to avoid prosecution on cases that, in all probability, would not have been prosecuted.

To correct the first two issues, additional funding would be required to protect the City from liability associated with allegations of misrepresentation and/or miscommunication (either unintentional or deliberate). The City believes in order to have a fair and professional Community Court, a court reporter would be required to properly document these proceedings. Additionally, a court recognized interpreter would be necessary for those who do not speak English in order to ensure accurate translation between all parties.

The issue of questionable due process raises ethical concerns for the City. The process of taking a person arrested for a crime and then giving them the opportunity to pay a fee in order to avoid the case being presented to the District Attorney's Office for **possible** criminal filing can appear to be a money-making scheme.

This is not the true intent of the Legislature when they enacted California Penal Code § 14150-14156. What is described in these sections as a Community Conflict Resolution program is designed to mediate conflicts between an Offender and a Victim, and both parties are **required** to participate. The intent, according to § 14150(d), is "*by bringing the parties together, these programs may reduce conflict within the community by facilitating the settlement of disputes which are causing repeated misdemeanor criminal conduct...*"

To properly identify cases worthy of the Community Court process, significant staff hours would be required to screen, review, print, and package the necessary documentation. Criminal RAP sheets would need to be requested for all subjects to ensure they are first time offenders. A Police Manager would need to act as a liaison with Community Court Services, tracking cases assigned to the program, attending hearings, following up on cases not yet assigned a hearing date (for statute of limitation purposes), financial recordation and auditing of the entire program.

The above mentioned steps needed to participate in Community Court make the program cost prohibitive for the City of Antioch. Staffing levels in the Antioch Police Department cannot support managing a program such as this. To do so, those involved would be unable to complete other necessary duties currently required of them. As such, the City does not intend to participate in Community Court.

We trust the Grand Jury will find these responses helpful. In an effort to get an even deeper perspective, the City of Antioch suggests the Grand Jury query the Contra Costa County Office of the Public Defender, as their office is a stakeholder in the criminal justice process as well.

Sincerely yours,

Wade Harper
Mayor, City of Antioch

cc: Sherry Rufini, Contra Costa County Grand Jury Foreperson, 725 Court Street, Martinez, CA 94553
Steve Duran, City Manager
Derek P. Cole, Interim City Attorney



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 11, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Steve Duran, City Manager

SUBJECT: Discussion and Direction Regarding City Council Committees and Appointments

RECOMMENDED ACTION

It is recommended that the City Council review and discuss City Council Committees and Appointments and their functions to determine which committees and appointments should be continued in the present format, discontinued or otherwise changed. This agenda item was requested by Mayor Pro Tem Ogorchock.

STRATEGIC PURPOSE

Discussing the functions of City Council Committees falls under **Long Term Goal L: City Administration** - Provide exemplary City administration. In particular, these committees and appointments support **Strategy L-1: Improve community communications and trust in City government and keep the community well informed as to the activities of the City departments.**

FISCAL IMPACT

This recommended action has no direct fiscal impact. Providing staff support to Council Committees impacts staff workloads.

DISCUSSION

This item is for City Council discussion. Staff recommends considering replacing some standing committees with ad hoc committees or liaison assignments in cases where a standing committee is not essential. Ad hoc committees must be for a limited and specific purpose and scope for a limited time. Liaisons would generally have an alternate and report back to the Council on the actions and discussions of the body or function to which they are assigned.

A copy of current City Council Committee assignments is attached for reference.

ATTACHMENT

A. Council Committee Assignments and Council Appointments

COUNCIL APPOINTMENTS
December 2014 to November 2016

COMMITTEE	REPRESENTATIVES	COMMITTEE INFORMATION
ABAG (Association of Bay Area Governments)	Harper Ogorchock	General Assembly – once a year
Chamber of Commerce Liaison	Wilson	2 nd Thursday, 8:00 am, Chamber conference room
Committee on Aging	Rocha	TBD
Community Advisory Board – S.F. Bay Water Transit Authority	Tiscareno	TBD
Community Facilities District (Mello Roos)	Ogorchock Wilson	1st Monday of every other month (starting with February), 6:30 p.m., AUSD, 510 G St.
Delta Diablo Sanitation District	Harper Rocha (alternate)	2 nd Wednesday of month, 5:30 p.m. 2500 Pittsburg/Antioch Highway
East Bay Division (League of California Cities)	Ogorchock	3 rd Thursday of month, 6:00 p.m., rotates between Contra Costa County and Alameda County cities
East Contra Costa Regional Fee and Financing Authority	Tiscareno Wilson (alternate)	2 nd Thursday of month, 7:00 p.m., Tri Delta Transit, 801 Wilbur Ave.
East County Water Management Association	Ogorchock	As needed, 2-3 times per year
Eastern Contra Costa Transit Authority (Tri Delta) (Board of Directors)	Harper Rocha	4 th Wednesday of month, 4:00 p.m., Tri Delta Transit, 801 Wilbur Ave.
ICLEI (International Council for Local Environmental Initiatives)	Ogorchock	TBD
Mayors' Conference	Harper Ogorchock (alternate)	1 st Thursday of month, 6:30 p.m., rotates between cities of County
Northeast Antioch Annexation	Harper Rocha	As needed
State Route 4 By-Pass Authority (Delta Expressway)	Tiscareno Wilson (alternate)	2 nd Thursday of month, 6:30 p.m. Tri Delta Transit, 801 Wilbur Ave.
TRANSPLAN	Tiscareno Wilson (alternate)	2 nd Thursday of month, 7:30 p.m., Tri Delta Transit, 801 Wilbur Ave.

Revised 12/16/14

COUNCIL COMMITTEE ASSIGNMENTS
December 2014 to November 2016

COMMITTEE	REPRESENTATIVES	COMMITTEE INFORMATION
City/School Relations Committee	Ogorchock Wilson	Standing Committee; Schedule TBD; City Manager's Office to develop agenda items and City Clerk's Office to handle noticing
Budget Committee	Harper Tiscareno	Standing Committee; Schedule TBD; Finance Dept. to develop agenda items and City Clerk's Office to handle noticing
CDBG Committee (Community Development Block Grant)	Rocha Wilson	Standing Committee; Schedule TBD; Community Development Dept. to develop agenda and handle noticing
Graffiti Committee	Tiscareno	As needed
Historic Preservation Committee	Rocha	As needed
Lone Tree Golf Course Committee	Harper Tiscareno	Standing Committee; Schedule TBD; City Manager's office to develop agenda items and City Clerk's Office to handle noticing
Quality of Life Forum Committee	Harper	As needed
Sycamore Corridor Committee	Ogorchock Wilson	As needed

Revised 12/16/14