



Council Chambers
200 H Street
Antioch, CA 94509

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

ANNOTATED AGENDA

for

SEPTEMBER 22, 2015

Antioch City Council
Regular Meeting

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

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Electronic Agenda Packet viewing at: <http://www.ci.antioch.ca.us/CityGov/agendas/FindAgenda.asp>

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

Hard Copy viewing at: Antioch Public Library, 501 W 18th St, Antioch, CA

Online Viewing: <http://www.ci.antioch.ca.us/CityGov/citycouncilmeetings.asp>

Council meetings are televised live on Comcast Channel 24

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, 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 SESSIONS – for Council Members – *Council Members Wilson, Tiscareno, Rocha and Mayor Pro Tem Ogorchock (Mayor Harper – excused absence)*

PUBLIC COMMENTS for Closed Sessions – *None*

CLOSED SESSIONS:

- 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. ***Direction given to Recruiter***
- 2) CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code §54956.9 (d)(1): In re B.G., Contra Costa Superior Court Case No. J12-01395. ***Direction given to Interim City Attorney***

7:00 P.M. ROLL CALL – REGULAR MEETING – for Council Members/City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – *Council Members Wilson, Tiscareno, Rocha and Mayor Pro Tem Ogorchock (Mayor Harper – excused absence)*

PLEDGE OF ALLEGIANCE

1. PROCLAMATIONS

- 60th Anniversary Celebration of Fr. Francisco Vicente's Dominican Priesthood
- Constitution Week, September 17 – 23, 2015

Approved, 4/0

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

STAFF REPORT

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

STAFF REPORT

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE (Extended deadline date: 09/25/15)
- PLANNING COMMISSION (Deadline date to apply: 10/09/15)

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

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

A. APPROVAL OF COUNCIL MINUTES FOR AUGUST 25, 2015

Approved, 4/0

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

MINUTES

B. APPROVAL OF COUNCIL MINUTES FOR SEPTEMBER 8, 2015

Approved, 4/0

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

MINUTES

C. APPROVAL OF COUNCIL WARRANTS

Approved, 4/0

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

STAFF REPORT

D. APPROVAL OF TREASURER’S REPORT FOR AUGUST 2015

Approved, 4/0

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

STAFF REPORT

E. AVIANO PROJECT – GP-15-02, PD-14-01, PW-676, UP-14-05 (Introduced on 09/08/15)

Recommended Action: It is recommended that the City Council take the following actions:

Adopted Ord. No. 2107-C-S, 4/0

- 1) Adopt the Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC.

Adopted Ord. No. 2108-C-S, 4/0

- 2) Adopt the Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01).

STAFF REPORT

F. FINAL ACCEPTANCE OF SIDEWALK AND PEDESTRIAN IMPROVEMENTS (P.W. 409-3)

Reso No. 2015/70 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion for the Sidewalk and Pedestrian Improvements project.

STAFF REPORT

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

G. RESOLUTION AUTHORIZING THE CITY OF ANTIOCH TO PARTICIPATE IN A MEMORANDUM OF UNDERSTANDING FOR A SHARED USE CABLE TELEVISION ACCESS CHANNEL

Reso No. 2015/71 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the City Manager to execute a sole source Memorandum of Understanding (MOU) with Contra Costa Television (CCTV) for a Shared Use of Cable Television Access Channel for the period of September 1, 2015 through August 31, 2017, in an amount not to exceed \$66,000 for these first two years.

STAFF REPORT

H. RESOLUTION APPROVING AMOUNTS FOR EMPLOYEE SERVICE AWARDS

Reso No. 2015/72 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the amounts to be provided to employees for service awards.

STAFF REPORT

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

I. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Approved, 4/0

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

STAFF REPORT

J. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 4/0

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

STAFF REPORT

COUNCIL REGULAR AGENDA

3. EMERGENCY OPERATIONS PLAN UPDATE

Approved, 4/0

Recommended Action: It is recommended that the City Council approve the Emergency Operations Plan Update.

STAFF REPORT

STAFF REPORT

4. REVIEW OF UPDATED PREWETT PARK PROJECT CONCEPTUAL PLANS AND COST ESTIMATES FOR THE ACCESSIBLE SPRAY PARK AND PLAYGROUND; PROVIDE DIRECTION TO STAFF (P.W. 567-C4)

Direction provided to staff, 4/0

Recommended Action: It is recommended that the City Council review the updated Prewett Park project conceptual plans and cost estimates for the accessible spray park and playground, and provide direction to staff.

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

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

ADJOURNMENT – 9:26 p.m.



**60TH ANNIVERSARY CELEBRATION OF
FR. FRANCISCO VICENTE'S DOMINICAN PRIESTHOOD
September 22, 2015**

WHEREAS, Justo and Felipa Vicente welcomed their son, Francisco Vicente, into their hearts and home on April 2, 1929, in Martiago, Salamanca, Spain; and,

WHEREAS, Francisco Vicente received the Dominican Habit in 1948 and came to the United States in 1955 where he worked diligently to obtain his Master's Degree in Divinity; and,

WHEREAS, Francisco Vicente returned to Spain where he was ordained a priest on July 3, 1955 by Bishop Francisco Barbado Viejo, O.P., and was assigned to the Western Dominican Province in Oakland, California in September of 1959; and,

WHEREAS, Francisco Vicente has provided exemplary leadership throughout his many positions in the Western Dominican Province starting in 1959 at St. Peter Martyr Church in Pittsburg; Pastor of St. Mary Magdalen in Berkeley; Pastor of Holy Rosary Church in Antioch; as the Assistant to the Master of the Dominican Order becoming its Vicar General in Rome; the Judicial Vicar for the Oakland Diocese; reappointed Pastor of Holy Rosary Church in 1992; appointed Parochial Vicar at Holy Rosary Church in 2003; and,

WHEREAS, The members of Holy Rosary Parish and School have been well served and truly blessed by his years of service as pastor and community leader; and,

WHEREAS, Francisco Vicente has celebrated the sacraments of the Holy Roman Catholic Church with grace, humility and unfailing love during these past 60 years.

NOW, THEREFORE, I, WADE HARPER, Mayor of the City of Antioch, do hereby declare September 22, 2015 as "FATHER FRANCISCO VICENTE DAY" in recognition of Fr. Francisco Vicente, O.P. for his 60 years of service and devotion, especially to the citizens of Antioch, on the occasion of his 60th Anniversary of Priesthood.

SEPTEMBER 22, 2015

WADE HARPER, Mayor

**1.01
09-22-15**



CONSTITUTION WEEK
September 17 - 23, 2015

WHEREAS,

September 17, 2015 marks the two hundred twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS,

The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS,

It is the privilege and duty of the American people to commemorate the two hundred twenty-eighth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS,

It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS,

Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, MAYOR WADE HARPER

do hereby proclaim the week of September 17 – 23, 2015, as “CONSTITUTION WEEK” in the City of Antioch and urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

SEPTEMBER 22, 2015

WADE HARPER, Mayor

1.02
09-22-15

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

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

**August 25, 2015
Council Chambers**

Mayor Harper called the meeting to order at 7:00 P.M

REPORT OUT FROM AUGUST 13, 2015 CLOSED SESSION

Interim City Attorney Cole reported the City Council had been in Closed Session on August 13, 2015 and gave the following report: City Council gave direction to the recruiter for the hiring of a new in-house City Attorney.

REPORT OUT FROM AUGUST 17, 2015 CLOSED SESSION

Interim City Attorney Cole reported the City Council had been in Closed Session on August 17, 2015 and gave the following report: City Council gave direction to the negotiator for the hiring of a new in-house City Attorney.

5:30 P.M. - CLOSED SESSION

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

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

- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: City owned Assessors Parcel Number (APN)#s: 066010020; 066055001; 066041004; 066051012 and Successor Agency owned Assessor’s Parcel (APN)#s: 066092001; 066107010; 066107011; 066107001; 066610010; 66051001; 066051002. City and Agency Negotiator, City Manager Steve Duran. Other Parties Negotiators: Seeno Homes, Inc., Albert Seeno Jr.; Lewis Operating Corporation, Doug Mull; City Ventures, Phil Kerr; Celebrate Antioch Foundation, Wayne Harrison. Under negotiation: price and terms of payment.

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: #1. **CONFERENCE WITH LABOR NEGOTIATORS**, Direction was given to Labor Negotiator, and; #2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, Direction was given to the City Manager to negotiate exclusively with City Ventures.

City Clerk Simonsen called the roll.

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

PLEDGE OF ALLEGIANCE

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

PROCLAMATION

Childhood Cancer Awareness Week, September 20 – 26, 2015

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the Council unanimously approved the Proclamation.

Mayor Harper announced the proclamation would be forwarded to the proper representative.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Councilmember Ogorchock announced Out of the Darkness Community Walk for suicide prevention would be held on October 10, 2015 at Cypress Grove Park in Oakley.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- *Sales Tax Citizens' Oversight Committee: One (1) vacancy deadline date is September 10, 2015*

He reported applications would be available in Council Chambers, online at the City's website, and at the City Clerk's and Deputy City Clerk's offices.

PUBLIC COMMENTS

Barbara Herendeen reported she had met with a representative from an investment group who expressed interest in the former Humphreys Restaurant and she was hopeful something positive would result.

Clark Strickland, Veteran of World War II and Pittsburg resident, thanked the City Council for allowing him to be a speaker at the City's Veteran ceremonies and volunteered to speak at future events.

Mayor Harper thanked Mr. Strickland for his service.

Cindi Harrington, Antioch resident, discussed efforts to revitalize downtown and suggested landlords offer concessions to bring more tenants into the area. She expressed concern negotiations for the Beede Lumber Yard site occurred during Closed Session.

Ben Foley, Antioch resident, spoke in opposition to housing being built on the Beede Lumber Yard parcel and urged the City Council to reserve the property for a neighborhood park.

Mayor Harper welcomed Mr. Foley to Antioch.

Alejandra Plascencia and Pricilla Nzesso, representing First 5 of Contra Costa - East County Regional Group, announced they were partnering with the Parks and Recreation Department to offer low cost classes for children ages 2-5 from September 21 – October 26, 2015 at Contra Loma Estates Park. Contact information was provided for anyone wishing to sign up for the event.

Mayor Harper thanked the East County Regional Group for providing services for children in the community.

Lee Ballesteros, Antioch resident, speaking to the RFP for the Beede Lumber site reminded Council that at any point, they could halt the PSA or DA process. She discussed their plans for the property and urged the City Council to support their proposal.

Connie Komar, Celebrate Antioch Foundation, stated the view of the river from her home was very important and she supported developing an event center on the Beede Lumber Yard site.

Floria Heravi, Antioch resident, reported overgrown vegetation on Garrow Drive which she felt was a potential fire hazard.

Joy Motts, Celebrate Antioch Foundation, requested clarification with regards to the report out of Closed Session for Item #2. She stated if Council had decided to move forward with another developer for the Beede Lumber Yard parcel without speaking to the Celebrate Antioch Foundation regarding their proposal, they would seek another way to convince them otherwise.

Jesse Wilson, Antioch resident, spoke to the charm of Antioch's waterfront area and asked if the City had followed the Brown Act "sunshine" law with regards to the Beede Lumber yard parcel.

COUNCIL SUBCOMMITTEE REPORTS

Councilmembers Wilson and Ogorchock reported on their attendance at the Sycamore Corridor Committee meeting.

2. ROLL CALL – for Sycamore Corridor Committee

City Clerk Simonsen called the roll.

Present: Council Members Ogorchock and Wilson

A. APPROVAL OF SYCAMORE CORRIDOR COMMITTEE MINUTES FOR AUGUST 18, 2015

On motion by Councilmember/Committee Member Wilson, seconded by Councilmember/Committee Member Ogorchock, the Committee unanimously approved the Minutes of August 18, 2015.

ROLL CALL – REGULAR MEETING – for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency

City Clerk Simonsen called the roll.

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

MAYOR’S COMMENTS - None

PRESENTATION

California Public Utilities Commission, presented by Roland Esquivias

Mr. Esquivias was not present to make the presentation.

Police Mid-Year 2015 Status Report, presented by Chief Cantando

Chief Cantando gave a presentation of Police Statistics for Mid-Year 2015 which included the following information:

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

The City Council thanked Chief Cantando for the report and his community outreach efforts.

In response to Council, Chief Cantando provided an update on the Antioch Police Department hiring process, Community Service Officer (CSO) staffing, Citizens’ Academy and Volunteers in Police Services (VIPS).

Councilmember Ogorchock requested the Antioch Police Department place a decoy vehicle on 18th Street at Save Mart, during school hours.

Councilmember Rocha requested Chief Cantando email a calendar of Police Activities League (PAL) events to the City Council.

City Manager Duran reported Director of Public Works/City Engineer Bernal had temporarily assigned work crews to address blight and an agenda item regarding additional staffing to address this issue would be coming to Council on a future agenda.

3. **COUNCIL CONSENT CALENDAR for City /City as Successor Agency to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL SPECIAL MEETING STUDY SESSION MINUTES FOR JUNE 17, 2015**
 - B. **APPROVAL OF COUNCIL MINUTES FOR AUGUST 11, 2015**
 - C. **APPROVAL OF COUNCIL WARRANTS**
 - D. **REJECTION OF CLAIM**
 1. **Juaquin Sanchez, Jr.**
 - E. **APPROVAL OF TREASURER'S REPORT FOR JULY 2015**
 - F. **RESOLUTION NO. 2015/62 APPROVING A FY 2015-16 BUDGET AMENDMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH STEPHEN GRONER & ASSOCIATES TO ADMINISTER THE CITY'S USED OIL COMPETITIVE GRANT**
 - G. **RESOLUTION NO. 2015/63 CONSIDERATION OF BIDS FOR THE SUNSET BOOSTER PUMP STATION REPLACEMENT (P.W. 355-BP)**
 - H. **RESOLUTION NO. 2015/64 ACCEPTING A GRANT DEED FROM CONTRA COSTA COUNTY FOR APN 074-130-050 IN CONNECTION WITH THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT (P.W. 201-6)**

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

- I. **SA RESOLUTION NO. 2015/18 SECURITY SERVICES FOR SUCCESSOR AGENCY OWNED PARCELS LOCATED IN DOWNTOWN ANTIOCH**
- J. **APPROVAL OF SUCCESSOR AGENCY WARRANTS**

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

Item F – Councilmember Rocha recognized City staff who applied for and received the CalRecycle Used Oil Competitive Grant.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchok, the City Council unanimously approved Item F.

Item I – Karl Dietzel questioned why the City would hire a security firm to guard undeveloped lots. He suggested the funds be utilized for Code Enforcement and Police Department staffing or for providing security in his neighborhood.

City Manager Duran explained the contract was for the Successor Agency to the Antioch Development Agency and paid for with administrative funds. He stated the request was for a security firm to provide services for all Agency owned properties including the Marina, Hard House, Lynn House and various vacant lots.

In response to Councilmember Ogorchock, City Manager Duran clarified the money could only be used in an area where redevelopment agency properties were located.

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

PUBLIC HEARING

4. ADOPT RESOLUTION REVOKING A LOCAL CARD ROOM LICENSE FOR 408 “O” STREET ISSUED TO ANTHONY KESLINKE AND REVOKING ANCILLARY APPROVALS

City Manager Duran presented the staff report dated August 25, 2015 recommending the City Council adopt the resolution revoking a local card room license for 408 “O” Street issued to Anthony Keslinke and revoking ancillary approvals.

Mayor Harper opened and closed the Public Hearing with no speakers requesting to speak.

RESOLUTION NO. 2015/65

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously adopted the resolution revoking a local card room license for 408 “O” Street issued to Anthony Keslinke and revoking ancillary approvals.

5. AVIANO PROJECT – GP-15-02, PD-14-01, PW-676, UP-14-05

City Manager Duran reported the City had received a letter today from an Attorney representing the applicant. City Clerk Simonsen added, copies of the letter were available in Council Chambers.

Director of Community Development Ebbs introduced the item and Contact Planner Gnos to give the staff report.

Contract Planner Gnos presented the staff report dated August 25, 2015 recommending that the City Council take the following actions: 1) Adopt the Resolution adopting the Addendum to the Environmental Impact Report for the Aviano Adult Community Project. 2) Introduce the Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC. 3) Adopt the Resolution approving a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site (GP-15-02). 4) Introduce the Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01). 5) Adopt the Resolution approving a Vesting Tentative Map/Final Development Plan and Use Permit for Phase 1 consisting of 127 units (UP-14-15).

Director of Community Development Ebbs commented staff's recommendation was approval as written; however, if changes put forth in the letter from the applicant were being considered, they would recommend the item be continued to allow for a full legal analysis.

Interim City Attorney Cole concurred with Director of Community Development Ebbs and stated if Council wanted to review the letter in more detail, he was willing to work with the applicant's Attorney on the outstanding issues. He noted given the timing of the letter, it would be difficult to provide an analysis this evening.

Director of Community Development Ebbs reviewed the spreadsheet outlining the methodology used to determine the Police Services Fee.

In response to Councilmember Tiscareno, Interim City Attorney Cole responded the law was unclear regarding the City's ability to set a percentage of owner occupied homes and he would like an opportunity to research the issue prior to Council making a final decision.

In response to Mayor Harper, Director of Community Development Ebbs stated if conditions were the same, the expectation was requirements for a Community Facilities District (CFD) and a percentage of owner occupied homes would apply to future projects.

Interim City Attorney Cole reviewed the public hearing rules of conduct.

Mayor Harper thanked the applicant for their patience and bringing the project forward.

Mayor Harper opened the public hearing.

Michael Evans, DeNova Homes, introduced the Development Team and requested he be allowed time for rebuttal at the end of the public hearing.

Mike Serpa, Aviano Farms, gave a history of the project, an overhead presentation of the Land Plan and discussed their partnership with the Antioch Unified School District for development of

Dozier Libbey-Medical High School. He requested the City Council approve the project and committed to working with staff to resolve the outstanding issues.

Robert Laxner, Antioch resident, spoke in support of the project.

Aram Hodess, Plumbers/Steamfitters 159, spoke in support of the project and encouraged the City Council to work with the developer to address their concerns.

In response to Councilmember Tiscareno, Mr. Hodess stated he believed the project would offer employment opportunities for high school graduates and Veterans.

Kevin Van Buskirk, speaking on behalf of Michael Lee Local 104, encouraged the City Council to approve the project.

Tim Forester, Antioch Unified School District, gave a history of the development of Dozier-Libbey Medical High School and noted the project would provide permanent infrastructure in the area. He requested the Development Agreement (DA) reference the School District's agreement with Aviano Farms.

Allan Payton, Antioch resident, questioned if the CFD would give a specific allocation of police officers to this development. He stated he was in support of this developer and their project.

The following Antioch residents provided speaker cards in support of the project: Jason Hodgson, David Catania, Brian Bushman, Darryl McDonald Jr., Juan Carlos Garcia, Jose A. Mendoza Gonzalez, Daniel Sugarman, Jorge Castellanas, and Daniel Lopez.

Patricia Curtain, Land Use Attorney on behalf of Aviano Farms, apologized for the lateness of her letter. She reviewed their concerns and proposed modifications for the EIR Addendum and the Development Agreement.

Following discussion, the City Council stated they were concerned for the timing of the letter received from the developer's Attorney noting it had not provided staff sufficient time to review and respond. They directed staff to work with the applicant on the EIR Addendum, rental/ownership restrictions, police services fee, and indemnification issues.

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously continued the item to September 8, 2015.

Mayor Harper declared a recess at 9:39 P.M. and reconvened at 9:54 P.M. with all Councilmembers present.

COUNCIL REGULAR AGENDA

6. NRG RENEW AND UPDATE ON SOLAR PROJECTS

Director of Public Works/City Engineer Bernal presented the staff report dated August 25, 2015 recommending the City Council approve the non-binding Letter of Intent (LOI) with NRG Renew and authorize the City Manager to execute the document.

Joe Corning, Senior Associate representing NRG Renew LLC, gave an overhead presentation of the Big Break Solar Development (“Attachment E” of the staff report).

In response to Council, Mr. Corning stated he would consider an internship program, local hiring provision and coordinating with the Workforce Development Board.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the non-binding Letter of Intent (LOI) with NRG Renew and authorized the City Manager to execute the document with the following: 1) Fifty (50) percent local hire provision, and; 2) Internship program and job placement through the Workforce Development Board.

7. VEHICLE REPLACEMENT PURCHASE

Director of Public Works/City Engineer Bernal presented the staff report dated August 25, 2015 recommending the City Council authorize the purchase of five police patrol and three police investigation vehicles under City of Sacramento Contract #B13131311025 and one Public Works Sewer Collections utility truck under State of California contract #1-14-23-20A from Downtown Ford Sales, Sacramento, CA in the amount not to exceed \$274,639.42 and an additional \$20,000 for dealer installed auxiliary equipment.

Deputy Director of Public Works Bechtholdt provided an overview of the vehicles in need of replacement.

In response to Councilmember Ogorchock, City Manager Duran stated that he would research if the City received sales tax revenue from the purchase of the vehicles and look into an amendment to the City’s purchasing policy to address when a local vendor could meet or beat the State bid.

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously authorized the purchase of five police patrol and three police investigation vehicles under City of Sacramento Contract #B13131311025 and one Public Works Sewer Collections utility truck under State of California contract #1-14-23-20A from Downtown Ford Sales, Sacramento, CA in the amount not to exceed \$274,639.42 and an additional \$20,000 for dealer installed auxiliary equipment.

8. CONTRACTING EMERGENCY/SPECIALIZED SEWER SERVICES

Director of Public Works/City Engineer Bernal presented the staff report dated August 25, 2015 recommending the City Council approve the proposal and authorize the City Manager to execute

the Emergency/Specialized Sewer Services sole source contract to Nor-Cal Pipeline Services for the amount not to exceed \$350,000 per contract year for a term ending July 1, 2017 with an option to renew an additional two years.

In response to Councilmember Tiscareno, Deputy Director of Public Works Bechtholdt explained this vendor would provide emergency and specialized services.

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously approved the proposal and authorized the City Manager to execute the Emergency/Specialized Sewer Services sole source contract to Nor-Cal Pipeline Services for the amount not to exceed \$350,000 per contract year for a term ending July 1, 2017 with an option to renew an additional two years.

PUBLIC COMMENTS

Director of Parks and Recreation Kaiser announced the Fall and Winter Recreation Guide and Antioch Senior Citizen's Club newsletter had been distributed to the community.

STAFF COMMUNICATIONS

City Manager Duran reported on his attendance at the Sycamore Corridor Community meeting. He announced the City Report would be distributed to the community and thanked City staff who contributed to the document.

COUNCIL COMMUNICATIONS

Councilmember Wilson reported on her attendance at the grand opening of Speed Clean Laundry, and Legos and the Law.

Councilmember Ogorchock stated the League of Cities had requested the City Council show support for transportation funding and a letter had been signed and sent from City Manager Duran. She requested the resolution be placed on the September 8, 2015 City Council agenda.

Councilmember Tiscareno stated he was encouraged with new businesses coming to Antioch and reported on his attendance at the ribbon-cutting for Speed Clean Laundry. He thanked Chief Cantando for providing Volunteers in Police Services (VIPS) for the graffiti abatement program and stated he looked forward to finalizing the committee.

In response to Councilmember Rocha, City Manager Duran stated he would research the City's smoking ordinance and discuss blight related ordinances with the City Attorney. He stated he would email her the update on the collection process for the rental properties.

Councilmember Rocha reported on her attendance at "Derek the Barber's Barber Battles" competition at the Nick Rodriguez Community Center and the California Drought Solution forum.

Interim City Attorney Cole clarified the report out of Closed Session: **#2.CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, Direction was given to the City Manager to negotiate exclusively with City Ventures which was approved by a 4/1 vote, Councilmember Ogorchock voting against.

Mayor Harper thanked Chief Cantando for the Legos and the Law event and his community outreach efforts. He thanked City Manager Duran for his hard work and noted he had received positive feedback from the community.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 10:29 P.M. to the next regular Council meeting on September 8, 2015.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

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

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

**September 8, 2015
Council Chambers**

6:00 P.M. - CLOSED SESSION

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

- 2. 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 CONFERENCE WITH LABOR NEGOTIATORS**, Direction was given to the Labor Negotiators, and; **#2 PUBLIC EMPLOYMENT APPOINTMENT**, Direction was given to the negotiator.

Mayor Harper called the meeting to order at 7:02 P.M., and City Clerk Simonsen called the roll.

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

PLEDGE OF ALLEGIANCE

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

PROCLAMATION

Fall Prevention Awareness Week, September 21 – 27, 2015

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the Council unanimously approved the Proclamation.

Councilmember Wilson presented the proclamation to Alayne Balke, Fall Prevention Program Manager for Meals on Wheels and Senior Outreach Services, who thanked the City Council for the proclamation and gave an overview of their services. She invited the City Council to attend a pancake breakfast fundraiser September 13, 2015 at the Pleasant Hill Senior Center.

Mayor Harper thanked Ms. Balke for advocating on behalf of Senior Citizens.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Julie Haas Wadjowicz announced the following events:

- National Roller Derby Blood Drive on September 12, 2015 at Evolve Studio on Auto Center Drive
- Coastal Cleanup from 9:00 A.M. – 2:00 P.M. on September 19, 2015 at the Antioch Marina, Fulton Shipyard Road, and Prewett Water Park
- Coastal Cleanup kayak event September 18, 2015

Director of Park and Recreation Kaiser announced the Small Business Expo hosted by Congressman McNerney and Assemblyman Frasier would be held from 8:00 A.M. – 10:30 A.M. on September 22, 2015 at the Antioch Community Center.

Ron Parish and Tom LaMotha, Mayor's Golf Tournament Committee announced the event was successful and they raised \$15,672.90. Mayor Harper presented checks to representatives from the following beneficiaries:

- Lone Tree Youth Golf Scholarship
- The First Tee of Contra Costa
- Antioch Sports Legends Hall of Fame
- Antioch PAL Program
- Antioch Senior Citizen's Club

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- *Sales Tax Oversight Committee: One (1) vacancy; deadline date is September 10, 2015*
- *Planning Commission: Two (2) vacancies; deadline date is October 9, 2015*

He reported applications would be available in Council Chambers, online at the City's website and at the City Clerk's and Deputy City Clerks offices.

PUBLIC COMMENTS

Mayor Harper explained Council was prohibited from discussing matters not on the agenda and assured residents their comments would be heard.

Kathryn Fitzpatrick, Antioch resident, expressed concern for the City moving forward with a developer for the Beede Lumber Yard Parcel prior to Council considering the proposal for a park and event center on the property. She stated she felt the Council deciding this issue in closed session was inappropriate.

Chris Valenta, Antioch resident, expressed concern for residents who continued to feed feral cats and reported he had been cleaning up after them. He suggested the City reconsider their position on the Beede Lumber Yards parcel and consider a safety or quiet zone for the railroad downtown.

COUNCIL SUBCOMMITTEE REPORTS - None

MAYOR'S COMMENTS

Mayor Harper reported on his attendance at the Mayor's Conference. He announced Antioch won first place in the Mayor's Healthy Cook-off Challenge and the trophy would be housed at the Antioch Golf Course.

PRESENTATION

East County Family Justice Center Discussion Update

Devorah Levine, J.D. and Susun Kim, Executive Director of the Family Justice Alliance, gave an overhead presentation of the Family Justice Alliance.

The City Council thanked Ms. Levine and Ms. Kim for the presentation.

Julie Haas-Wajdowicz, Environmental Resource Coordinator, introduced Darren Kumar to give an overview of the California Youth Energy Services program.

Darren Kumar, Rising Sun Regional Site Manager for California Youth Energy Services (CYES), gave an overview of their program and results for 2015.

Nicole Garcia, CYES employee, discussed how her work experience with Rising Sun had prepared her for future employment opportunities.

Mayor Harper thanked everyone who participated in the program.

- 2. COUNCIL CONSENT CALENDAR for City /City as Successor Agency to the Antioch Development Agency**
- A. APPROVAL OF COUNCIL MINUTES FOR AUGUST 11, 2015**
- B. APPROVAL OF COUNCIL MINUTES FOR AUGUST 25, 2015**
- C. APPROVAL OF COUNCIL WARRANTS**
- D. REJECTION OF CLAIMS**
 - 1. Tanya Ward – Claim received on July 10, 2015**
 - 2. Tameka S. Flood – Claim received on August 11, 2015**

- E. APPROVE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND MONIES
- F. THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH WALTER BISHOP CONSULTING

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

- G. **SA RESOLUTION NO. 2015/19 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (15-16B) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

On motion by Councilmember Wilson, seconded by Councilmember Tiscareno, the City Council unanimously approved the Council Consent Calendar.

PUBLIC HEARING

- 3. **AVIANO PROJECT – GP-15-02, PD-14-01, PW-676, UP-14-05 (*Continued from 08/25/15*)**

Community Development Director Ebbs and Interim City Attorney Cole presented the staff report and memorandum dated September 8, 2015 recommending the City Council take the following actions: 1) Adopt the Resolution adopting the Addendum to the Environmental Impact Report for the Aviano Adult Community Project. 2) Introduce the Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC. 3) Adopt the Resolution approving a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site (GP-15-02). 4) Introduce the Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01). 5) Adopt the Resolution approving a Vesting Tentative Map/Final Development Plan and Use Permit for Phase 1 consisting of 127 units (UP-14-15).

Interim City Attorney Cole announced Council would be opening up a comment period for this item however; the public hearing had been closed and there was no further opportunity to challenge or to speak at a formal public hearing on this item.

Terry Ramus, Antioch resident, discussed the importance of future development covering the costs of infrastructure to adequately mitigate for their impacts and suggested Council confirm this project fully mitigated their impacts.

In response to Councilmember Tiscareno, Interim City Attorney Cole explained the developer had agreed to the police services provisions in the form of a Community Facilities District. He noted it may be challenged in the future, however; all development must show compliance with the General Plan which required them to be cost neutral and mitigate for their impacts.

In response to Councilmember Wilson, Director of Community Development Ebbs explained there was an opportunity through the General Plan Land Use Element Update to provide more guidance for policy in specific development areas.

Councilmember Ogorchock voiced her support for the project and requested staff work diligently with the developer to complete the project.

Director of Community Development Ebbs clarified provisions 2.11.1, 2.11.2 and 2.11.3 should have been stricken from the draft Development Agreement.

Interim City Attorney Cole recommended any motion adopt the revised language for paragraphs 6.1 and 6.2 as presented in the memorandum provided to City Council this evening.

Mayor Harper voiced his support for the project and recognized Aviano Farms for working cooperatively with the Antioch Unified School District.

RESOLUTION NO. 2015/66
RESOLUTION NO. 2015/67
RESOLUTION NO. 2015/68

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously approved:

- Adopted the Resolution adopting the Addendum to the Environmental Impact Report for the Aviano Adult Community Project
- Introduced the Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC., striking sections 2.11.1, 2.11.2 and 2.11.3 and adding sections 6.1 and 6.2 from the memorandum dated September 8, 2015
- Adopted the Resolution approving a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site (GP-15-02)
- Introduced the Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01).
- Adopted the Resolution approving a Vesting Tentative Map/Final Development Plan and Use Permit for Phase 1 consisting of 127 units (UP-14-15).

COUNCIL REGULAR AGENDA

4. FINAL ACCEPTANCE OF CAVALLO ROAD/COUNTRY HILLS DRIVE PAVEMENT REHABILITATION (P.W. 392-29)

Director of Public Works/City Engineer Bernal presented the staff report dated September 8, 2015 recommending the City Council adopt a resolution authorizing the Director of Finance to increase the existing contract with MCK Services, Inc. for this project in the amount of \$216,480.39 for a

total of \$1,653,410.39, accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion.

RESOLUTION NO. 2015/69

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, adopted a resolution authorizing the Director of Finance to increase the existing contract with MCK Services, Inc. for this project in the amount of \$216,480.39 for a total of \$1,653,410.39, accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion.

5. LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTION PACKET

City Manager Duran presented the staff report dated September 8, 2015 recommending the City Council review and discuss the League of California Cities annual conference resolution packet and provide direction to the voting delegate (Mayor Pro Tem Ogorchock).

On motion by Councilmember Tiscareno, seconded by Councilmember Wilson, the City Council unanimously supported the resolutions.

PUBLIC COMMENTS

Stephanie Sterling, Antioch resident, reported a resident was harassing and terrorizing her and the feral cats in the Riverview Lodge parking lot. She announced he was not allowed on the property and she would be filing a restraining order. She stated if he came within reach, she would taser him.

Mayor Harper stated if Ms. Sterling felt she was the victim of a crime, he encouraged her to file a police report.

Steve Huddleston, Antioch resident, expressed concern for the unsanitary and unsafe conditions occurring from the homeless living on Delta Fair Blvd. He requested guidance from the City on how to address this issue.

Mayor Harper reported Chief Cantando was present and could direct his staff to address this issue.

Lori Cook, Antioch resident, spoke in support of Ms. Sterling and Mr. Huddleston noting they were citizens who had given their time to clean up the City. She recognized the City for attempting to address the homeless issue and noted she was also concerned they had moved into the Delta Fair Blvd. area.

STAFF COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

In response to Councilmember Rocha, City Manager Duran stated he would be bringing forward a grocery cart ordinance and a recommendation for additional Code Enforcement staff to address blight. He stated staff would be working on the preliminary concept plan for "L" Street, which would be coming back to Council for input.

Councilmember Rocha announced Stand Down on the Delta would be occurring at the Contra Costa County Fairgrounds September 11 -13, 2015.

Mayor Harper requested staff agendaize a discussion regarding the feeding of feral cats.

Councilmember Tiscareno reported on his attendance at the Neighborhood Cleanup event and acknowledged residents concerned for the homeless issue.

Councilmember Ogorchock reported on her attendance at the Chamber of Commerce Community Champions award presentation to Prime Vintage Realty.

Councilmember Wilson reported on her attendance at the Chamber of Commerce presentation of the Community Champions award to Prime Vintage Realty, the promotional ceremony at the Antioch Police Department, the Citizen's Academy graduation and the Neighborhood Cleanup event.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 8:29 P.M. to the next regular Council meeting on September 22, 2015.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

100 General Fund

Non Departmental

358380 PMC	CONSULTING SERVICES	956.25
358383 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	323.69
358406 TELECOM LAW FIRM PC	CONSULTING SERVICES	2,400.00
358425 YUDS, JANIE	BARRICADE DEPOSIT REFUND	60.00
358426 2005 SAN JOSE LLC/CHAN, FRANK	DEPOSIT REFUND	5,365.76
358436 BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	1,239.00
358438 CIRCLEPOINT	CONSULTING SERVICES	2,377.50
358489 VALLEE CONTRUCTION CO	DEPOSIT REFUND	6,057.38

City Council

358344 LEAGUE OF CALIF CITIES	CONFERENCE FEE	120.00
358351 LOWES COMPANIES INC	SUPPLIES	4.84

City Attorney

358284 BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	1,098.00
358423 WESTAMERICA BANK	COPIER LEASE	78.95
358473 PECKHAM AND MCKENNEY	PROFESSIONAL SERVICES	279.57
358482 SHRED IT INC	SHRED SERVICE	47.71

City Manager

204179 VERIZON WIRELESS	DATA USAGE	38.01
358285 CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	348.00
358423 WESTAMERICA BANK	COPIER LEASE	78.95

City Clerk

358423 WESTAMERICA BANK	COPIER LEASE	78.95
358448 EIDEN, KITTY J	MINUTES CLERK	378.00

City Treasurer

358453 GARDA CL WEST INC	ARMORED CAR PICK UP	226.93
358474 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,473.87

Human Resources

358317 FEDEX	SHIPPING	20.70
358423 WESTAMERICA BANK	COPIER LEASE	250.02
358482 SHRED IT INC	SHRED SERVICE	47.72

Economic Development

358300 CONTRA COSTA ECONOMIC PARTNERSHIP	ECONOMIC DEVELOPMENT	10,000.00
358423 WESTAMERICA BANK	COPIER LEASE	78.95

Finance Administration

358423 WESTAMERICA BANK	COPIER LEASE	250.02
358435 BANK OF AMERICA	MEETING EXPENSE	61.41

Finance Accounting

358274 AT AND T MCI	PHONE	489.83
358482 SHRED IT INC	SHRED SERVICE	47.71
925166 SUNGARD PUBLIC SECTOR INC	ASP SERVICE	29,816.25

Finance Operations

358415 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
358423 WESTAMERICA BANK	COPIER LEASE	350.36

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

Non Departmental

358305 DELTA DIABLO	GOLF COURSE WATER	11,010.26
358366 MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	6,363.61
358441 DAVID WELLHOUSE AND ASSOC INC	STATE MANDATE FILING	5,500.00
358476 PERS	PAYROLL DEDUCTIONS	1,662.79
925059 RETIREE	MEDICAL AFTER RETIREMENT	1,685.66

Public Works Maintenance Administration

358423 WESTAMERICA BANK	COPIER LEASE	22.50
-------------------------	--------------	-------

Public Works General Maintenance Services

358423 WESTAMERICA BANK	COPIER LEASE	60.00
-------------------------	--------------	-------

Public Works-Signal/Street Lights

358415 UNITED PARCEL SERVICE	SHIPPING	49.85
358430 AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING MATERIALS	45.60
925065 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	348.20
925163 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	8,740.34

Public Works-Striping/Signing

358267 ACE HARDWARE, ANTIOCH	SUPPLIES	44.10
358338 INTERSTATE SALES	SUPPLIES	945.68
358351 LOWES COMPANIES INC	SUPPLIES	316.08
358353 MB COMPANIES INC	SUPPLIES	737.87
358396 SHERWIN WILLIAMS CO	SUPPLIES	252.97
358405 SUPERCO SPECIALTY PRODUCTS	SUPPLIES	409.08
358427 ACE HARDWARE, ANTIOCH	SUPPLIES	88.19
358459 INTERSTATE SALES	STENCILS	103.27
358465 MANERI SIGN COMPANY	SIGNS	5,904.79
358466 MB COMPANIES INC	SUPPLIES	613.58
358479 ROADLINE PRODUCTS INC USA	SUPPLIES	165.33

Public Works-Facilities Maintenance

358351 LOWES COMPANIES INC	SUPPLIES	104.20
358369 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	100.00
358464 LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	1,215.65

Public Works-Parks Maint

358269 AMERICAN PLUMBING INC	PLUMBING SERVICE	210.40
358296 COMMERCIAL PUMP SERVICE	PUMP REPAIR	575.00
358374 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	54,065.58
358396 SHERWIN WILLIAMS CO	SUPPLIES	392.92
358427 ACE HARDWARE, ANTIOCH	SUPPLIES	7.84

Public Works-Median/General Land

358267 ACE HARDWARE, ANTIOCH	PVC FITTINGS	8.89
358397 SILVA LANDSCAPE	LANDSCAPE SERVICES	1,368.00
358485 TARGET SPECIALTY PRODUCTS	CHEMICALS	1,793.06

Public Works-Work Alternative

358351 LOWES COMPANIES INC	SUPPLIES	65.79
358469 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	806.00

Police Administration

358272 ASR - BRICKER MINCOLA	UNIFORMS	2,129.66
------------------------------	----------	----------

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

358277 BARNETT MEDICAL SERVICES INC	MEDICAL WASTE DISPOSAL	110.00
358297 CONCORD UNIFORMS LLC	UNIFORMS	444.07
358298 CONTRA COSTA COUNTY	RANGE FEES	370.00
358303 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	375.00
358334 IBS OF TRI VALLEY	BATTERIES	442.09
358348 LEXISNEXIS	LICENSE RENEWAL	12,154.80
358368 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	72.15
358370 OFFICE MAX INC	OFFICE SUPPLIES	1,636.10
358384 REACH PROJECT INC	PROGRAM SERVICES	17,083.00
358395 SEVERED METAL	ARMORED CAR REPAIR	1,600.00
358399 SOARES, ANITA MARIE	EXPENSE REIMBURSEMENT	31.00
358423 WESTAMERICA BANK	COPIER LEASE	1,642.05
358433 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	90.00
358452 GAMEPOD COMBAT ZONE	TRAINING FEES	495.00
358463 LC ACTION POLICE SUPPLY	EQUIPMENT	713.71
358467 MC MANUS, ERIC A	TRAINING PER DIEM	213.00
358476 PERS	PAYROLL DEDUCTIONS	1,143.12
358482 SHRED IT INC	SHRED SERVICES	425.42
358484 SUMMERS, MATHEW V	TRAINING PER DIEM	213.00
925026 CRYSTAL CLEAR LOGOS INC	UNIFORMS	91.56
925066 IMAGE SALES INC	ID CARDS	98.15
925164 IMAGE SALES INC	ID CARDS	17.86
Police Prisoner Custody		
358423 WESTAMERICA BANK	COPIER LEASE	151.33
Police Community Policing		
204382 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	88.58
204383 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	98.50
204384 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	41.45
358272 ASR - BRICKER MINCOLA	BOOTS	657.00
358276 BARAKOS, DIMITRI A	MILEAGE REIMBURSEMENT	42.56
358313 DUGGAR, SCOTT LLOYD	MILEAGE REIMBURSEMENT	42.55
358326 GONZALEZ, ADRIAN E	MILEAGE REIMBURSEMENT	41.44
358327 GREEN, ROBERT A	MILEAGE REIMBURSEMENT	41.75
358330 HARGER, MATTHEW J	MILEAGE REIMBURSEMENT	65.65
358340 JOHNSEN, ERIC Y	MILEAGE REIMBURSEMENT	73.03
358343 KINT, KRISTOPHER	MILEAGE REIMBURSEMENT	67.06
358352 MAYER, PATRICK C	MILEAGE REIMBURSEMENT	174.72
358355 MCDONALD, RYAN J	MILEAGE REIMBURSEMENT	41.00
358363 MORIN, SHAWN M	MILEAGE REIMBURSEMENT	43.00
358393 SCHNITZIUS, TREVOR W	MILEAGE REIMBURSEMENT	50.86
358398 SMITH, RICHARD A	MILEAGE REIMBURSEMENT	100.13
358457 HUNT AND SONS INC	FUEL	277.33
358476 PERS	PAYROLL DEDUCTIONS	908.00
Police Traffic Division		
358476 PERS	PAYROLL DEDUCTIONS	156.15

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

Police Investigations

204382 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	10.00
204384 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	37.50
358362 MOREFIELD, ANTHONY W	EXPENSE REIMBURSEMENT	33.59
358379 PERKINSON, JAMES A	PARKING REIMBURSEMENT	42.00
358389 ROSE, BRIAN C	MILEAGE REIMBURSEMENT	161.85
358423 WESTAMERICA BANK	COPIER LEASE	607.78
358476 PERS	PAYROLL DEDUCTIONS	1,822.18

Police Special Operations Unit

358409 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	443.99
----------------------------------	---------------	--------

Police Communications

358273 AT AND T MCI	PHONE	49.88
358294 COMCAST	CONNECTION SERVICE	334.93
358454 GLOBALSTAR	LONG DISTANCE SERVICE	88.70

Police Community Volunteers

358392 SAVE MART SUPERMARKETS	SUPPLIES	77.01
358448 EIDEN, KITTY J	TRANSCRIPTION SERVICES	126.00

Police Facilities Maintenance

358302 CREATIVE SUPPORTS INC	OFFICE EQUIPMENT	7,812.58
358351 LOWES COMPANIES INC	SUPPLIES	331.62
358414 TURMAN COMMERCIAL PAINTERS	PAINTING	4,880.00

Community Development Administration

358423 WESTAMERICA BANK	COPIER LEASE	227.38
-------------------------	--------------	--------

Community Development Land Planning Services

358314 EIDEN, KITTY J	TRANSCRIPTION SERVICES	238.00
358380 PMC	CONSULTING SERVICES	307.73
358383 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	5,163.30
358406 TELECOM LAW FIRM PC	CONSULTING SERVICES	197.99
358418 VERIZON WIRELESS	WIRELESS CONNECTION	38.01

CD Code Enforcement

358418 VERIZON WIRELESS	WIRELESS CONNECTION	152.04
358423 WESTAMERICA BANK	COPIER LEASE	175.26
358429 ALLIED WASTE SERVICES	RESIDENTIAL GARBAGE ABATEMENT	5,856.82
358434 BANK OF AMERICA	TRAINING	275.88
358460 INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	9,360.00

PW Engineer Land Development

358423 WESTAMERICA BANK	COPIER LEASE	686.14
-------------------------	--------------	--------

Community Development Building Inspection

358434 BANK OF AMERICA	TRAINING	1,510.00
358470 OFFICE MAX INC	OFFICE SUPPLIES	195.20

Capital Imp. Administration

203980 ISINGS CULLIGAN	WATER DISPENSER	42.50
358403 STATE OF CALIFORNIA	ENGINEER CERTIFICATE RENEWAL	115.00
358423 WESTAMERICA BANK	COPIER LEASE	108.50

Community Development Engineering Services

204392 CITY OF ANTIOCH	SUPPLIES	14.04
------------------------	----------	-------

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

358423 WESTAMERICA BANK	COPIER LEASE	105.31
213 Gas Tax Fund		
Streets		
925086 MCK SERVICES INC	PAVEMENT PROJECT	104,331.06
925098 PARSONS BRINCKERHOFF INC	PROFESSIONAL SERVICES	26,950.86
214 Animal Control Fund		
Animal Control		
358270 ANIMAL CARE EQUIPMENT & SERVICES	SUPPLIES	173.47
358280 BAYER HEALTH CARE	SUPPLIES	99.42
358367 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	2,303.12
358370 OFFICE MAX INC	OFFICE SUPPLIES	240.32
358401 SPECTRUM CONCEPTS	SHIRTS	303.62
358423 WESTAMERICA BANK	COPIER LEASE	151.33
358431 ANIMAL SUPPLY LOGISTICS	SUPPLIES	1,523.20
358456 HILLS PET NUTRITION	ANIMAL FOOD	1,128.49
358490 VORTECH PHARMACEUTICALS	SUPPLIES	467.46
925051 HAMMONS SUPPLY COMPANY	SUPPLIES	340.74
925162 HLP INC	MAINTENANCE SUPPORT	1,351.60
219 Recreation Fund		
Non Departmental		
358345 LEARNING CENTERED SCHOOL, THE	DEPOSIT REFUND	500.00
358455 HERNANDEZ, DEREK	DEPOSIT REFUND	1,000.00
358471 ORJI, VERONICA	DEPOSIT REFUND	500.00
358483 SILENT PARTNER PRIVATE SECURITY	SECURITY SERVICE	2,097.90
Recreation Admin		
358351 LOWES COMPANIES INC	SUPPLIES	77.60
Senior Programs		
358351 LOWES COMPANIES INC	SUPPLIES	77.60
358476 PERS	PAYROLL DEDUCTIONS	662.41
Recreation Sports Programs		
358351 LOWES COMPANIES INC	SUPPLIES	607.31
358462 KIDZ LOVE SOCCER INC	YOUTH SOCCER PROGRAM	4,924.80
Recreation-New Comm Cntr		
358279 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICES	995.00
358292 COLE SUPPLY CO INC	SUPPLIES	290.81
358294 COMCAST	CONNECTION SERVICE	1,587.42
358323 GARDA CL WEST INC	ARMORED CAR PICK UP	15.98
358351 LOWES COMPANIES INC	SUPPLIES	100.30
358374 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,673.25
358418 VERIZON WIRELESS	WIRELESS CONNECTION	38.01
358423 WESTAMERICA BANK	COPIER LEASE	300.62
358447 EDUCATION TO GO	CONTRACTOR PAYMENT	134.50
358476 PERS	PAYROLL DEDUCTIONS	1,857.57
358477 REAL PROTECTION INC	REPAIR SERVICES	675.00
925051 HAMMONS SUPPLY COMPANY	SUPPLIES	200.64
925065 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	744.02

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

222 Measure C/J Fund

Streets

358446 ECONOMIC AND PLANNING SYSTEMS INC PROFESSIONAL SERVICES 8,921.93

229 Pollution Elimination Fund

Channel Maintenance Operation

358351 LOWES COMPANIES INC SUPPLIES 48.59

358359 MJH EXCAVATING INC EQUIPMENT RENTAL 4,500.00

925136 TELFER OIL COMPANY EROSION CONTROL 708.50

251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

358407 TERRACARE ASSOCIATES MOWING SERVICES 136.60

Lonetree Maintenance Zone 4

358407 TERRACARE ASSOCIATES MOWING SERVICES 218.56

252 Downtown SLLMD Fund

Downtown Maintenance

358407 TERRACARE ASSOCIATES MOWING SERVICES 136.60

253 Almondridge SLLMD Fund

Almondridge Maintenance

358397 SILVA LANDSCAPE LANDSCAPE SERVICES 2,052.00

254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

358407 TERRACARE ASSOCIATES MOWING SERVICES 355.16

Hillcrest Maintenance Zone 2

358407 TERRACARE ASSOCIATES MOWING SERVICES 486.30

Hillcrest Maintenance Zone 4

358407 TERRACARE ASSOCIATES MOWING SERVICES 273.20

358472 PACIFIC COAST LANDSCAPE MGMT INC LANDSCAPE SERVICES 7,280.00

358475 PRINTEX CONCRETE PRODUCTS INC REPAIR SERVICE 5,355.00

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

358407 TERRACARE ASSOCIATES MOWING SERVICES 355.16

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

358407 TERRACARE ASSOCIATES MOWING SERVICES 5.46

Citywide 2A Maintenance Zone 6

358407 TERRACARE ASSOCIATES MOWING SERVICES 327.84

358472 PACIFIC COAST LANDSCAPE MGMT INC LANDSCAPE SERVICES 2,420.00

Citywide 2A Maintenance Zone 8

358407 TERRACARE ASSOCIATES MOWING SERVICES 27.32

Citywide 2A Maintenance Zone 9

358407 TERRACARE ASSOCIATES MOWING SERVICES 81.96

257 SLLMD Administration Fund

SLLMD Administration

358375 PAPA SEMINAR-AMBRIZ/IBARRA 160.00

358407 TERRACARE ASSOCIATES MOWING SERVICES 327.84

358451 FRIGARD CHIROPRACTIC DMV PHYSICAL 75.00

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

312 Prewett Family Park Fund		
Parks & Open Space		
925165 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	1,380.00
376 Lone Diamond Fund		
Assessment District		
358287 CENTRAL SELF STORAGE ANTIOCH	STORAGE FEES	177.00
416 Honeywell Capital Lease Fund		
Non Departmental		
358275 BANK OF AMERICA	LOAN PAYMENT	87,974.12
569 Vehicle Replacement Fund		
Equipment Maintenance		
358311 DOWNTOWN FORD SALES	VEHICLE PURCHASE	33,145.94
358445 DOWNTOWN FORD SALES	VEHICLE PURCHASE	35,960.75
570 Equipment Maintenance Fund		
Non Departmental		
358332 HUNT AND SONS INC	FUEL	20,583.18
Equipment Maintenance		
358271 ANTIOCH AUTO PARTS	SHOCKS	325.40
358282 BILL BRANDT FORD	BLOWER MOTOR	47.77
358289 CHUCKS BRAKE AND WHEEL SERVICE	BATTERY/STARTER	604.36
358364 MSI FUEL MANAGEMENT INC	FUEL ISLAND REPAIR	302.40
358421 WALNUT CREEK FORD	BLOWER MOTOR	69.00
358423 WESTAMERICA BANK	COPIER LEASE	27.50
358432 ANTIOCH AUTO PARTS	FILTERS	521.09
358444 DIESEL EMISSIONS SERVICE	LATE FEE CHARGE	18.33
358491 WALNUT CREEK FORD	SUPPLIES	875.63
925046 GRAINGER INC	SUPPLIES	78.91
925071 KIMBALL MIDWEST	SUPPLIES	611.82
925119 SC FUELS	LUBRICANTS	3,782.24
573 Information Services Fund		
Non Departmental		
358435 BANK OF AMERICA	EE COMPUTER PURCHASE	2,073.91
Information Services		
358358 MISAC NORTHERN CA REGION	MEMBER FEES	25.00
358419 VERIZON WIRELESS	AIR CARD	220.55
Network Support & PCs		
358293 COMCAST	INTERNET SERVICE	130.34
358294 COMCAST	CONNECTION SERVICE	1,039.57
358423 WESTAMERICA BANK	COPIER LEASE	102.03
925160 DIGITAL SERVICES	SERVER LEASE	3,350.00
Office Equipment Replacement		
925158 CDW GOVERNMENT INC	CABLES	55.72
925159 COMPUTERLAND	MAINTENANCE KIT	338.85
577 Post Retirement Medical-Police Fund		
Non Departmental		
358283 RETIREE	MEDICAL AFTER RETIREMENT	1,170.00

Prepared by: Georgina Meek
 Finance Accounting
 9/17/2015

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

358286 RETIREE	MEDICAL AFTER RETIREMENT	714.45
358322 RETIREE	MEDICAL AFTER RETIREMENT	871.40
358346 RETIREE	MEDICAL AFTER RETIREMENT	887.96
358354 RETIREE	MEDICAL AFTER RETIREMENT	129.00
358356 RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
358390 RETIREE	MEDICAL AFTER RETIREMENT	235.23
358400 RETIREE	MEDICAL AFTER RETIREMENT	89.00
358413 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
358422 RETIREE	MEDICAL AFTER RETIREMENT	663.90
358424 RETIREE	MEDICAL AFTER RETIREMENT	469.02
358476 PERS	MEDICAL AFTER RETIREMENT	5,612.00
924990 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924991 RETIREE	MEDICAL AFTER RETIREMENT	235.23
924997 RETIREE	MEDICAL AFTER RETIREMENT	887.96
924998 RETIREE	MEDICAL AFTER RETIREMENT	270.95
925001 RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
925004 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925005 RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
925013 RETIREE	MEDICAL AFTER RETIREMENT	887.96
925014 RETIREE	MEDICAL AFTER RETIREMENT	897.00
925018 RETIREE	MEDICAL AFTER RETIREMENT	556.94
925022 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925033 RETIREE	MEDICAL AFTER RETIREMENT	1,428.90
925038 RETIREE	MEDICAL AFTER RETIREMENT	1,190.16
925039 RETIREE	MEDICAL AFTER RETIREMENT	680.00
925040 RETIREE	MEDICAL AFTER RETIREMENT	317.93
925041 RETIREE	MEDICAL AFTER RETIREMENT	235.23
925055 RETIREE	MEDICAL AFTER RETIREMENT	173.51
925058 RETIREE	MEDICAL AFTER RETIREMENT	235.23
925061 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925062 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925063 RETIREE	MEDICAL AFTER RETIREMENT	262.28
925072 RETIREE	MEDICAL AFTER RETIREMENT	173.51
925089 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925091 RETIREE	MEDICAL AFTER RETIREMENT	592.45
925092 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925105 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925106 RETIREE	MEDICAL AFTER RETIREMENT	811.87
925107 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925109 RETIREE	MEDICAL AFTER RETIREMENT	949.68
925120 RETIREE	MEDICAL AFTER RETIREMENT	592.45
925131 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925137 RETIREE	MEDICAL AFTER RETIREMENT	469.02
925143 RETIREE	MEDICAL AFTER RETIREMENT	592.45
925152 RETIREE	MEDICAL AFTER RETIREMENT	592.45
925154 RETIREE	MEDICAL AFTER RETIREMENT	239.43

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

925155 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
578 Post Retirement Medical-Misc Fund		
<i>Non Departmental</i>		
358281 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358288 RETIREE	MEDICAL AFTER RETIREMENT	449.11
358304 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358308 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358312 RETIREE	MEDICAL AFTER RETIREMENT	285.44
358329 RETIREE	MEDICAL AFTER RETIREMENT	118.65
358341 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358357 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358382 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358385 RETIREE	MEDICAL AFTER RETIREMENT	587.38
358388 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358394 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358420 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358476 PERS	MEDICAL AFTER RETIREMENT	8,662.00
924992 RETIREE	MEDICAL AFTER RETIREMENT	246.76
924993 RETIREE	MEDICAL AFTER RETIREMENT	587.38
924994 RETIREE	MEDICAL AFTER RETIREMENT	230.63
925000 RETIREE	MEDICAL AFTER RETIREMENT	258.90
925003 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925008 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925011 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925020 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925023 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925027 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925029 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925032 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925035 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925036 RETIREE	MEDICAL AFTER RETIREMENT	173.51
925037 RETIREE	MEDICAL AFTER RETIREMENT	250.00
925045 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925047 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925049 RETIREE	MEDICAL AFTER RETIREMENT	59.75
925050 RETIREE	MEDICAL AFTER RETIREMENT	177.41
925057 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925060 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925067 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925070 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925074 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925076 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925079 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925082 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925084 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925088 RETIREE	MEDICAL AFTER RETIREMENT	351.38

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

925100 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925101 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925102 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925111 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925114 RETIREE	MEDICAL AFTER RETIREMENT	232.69
925118 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925125 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925135 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925138 RETIREE	MEDICAL AFTER RETIREMENT	246.76
925141 RETIREE	MEDICAL AFTER RETIREMENT	131.94
925142 RETIREE	MEDICAL AFTER RETIREMENT	173.51
925145 RETIREE	MEDICAL AFTER RETIREMENT	709.38
925151 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925153 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925156 RETIREE	MEDICAL AFTER RETIREMENT	114.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

358290 RETIREE	MEDICAL AFTER RETIREMENT	891.90
358301 RETIREE	MEDICAL AFTER RETIREMENT	172.69
358320 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358328 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358333 RETIREE	MEDICAL AFTER RETIREMENT	400.00
358339 RETIREE	MEDICAL AFTER RETIREMENT	587.38
358347 RETIREE	MEDICAL AFTER RETIREMENT	351.38
358360 RETIREE	MEDICAL AFTER RETIREMENT	752.38
358373 RETIREE	MEDICAL AFTER RETIREMENT	1,735.57
358377 RETIREE	MEDICAL AFTER RETIREMENT	114.69
358408 RETIREE	MEDICAL AFTER RETIREMENT	232.69
358417 RETIREE	MEDICAL AFTER RETIREMENT	1,735.57
358476 PERS	MEDICAL AFTER RETIREMENT	6,222.00
925002 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925006 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925007 RETIREE	MEDICAL AFTER RETIREMENT	269.65
925009 RETIREE	MEDICAL AFTER RETIREMENT	172.70
925010 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925012 RETIREE	MEDICAL AFTER RETIREMENT	891.90
925015 RETIREE	MEDICAL AFTER RETIREMENT	592.45
925016 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925019 RETIREE	MEDICAL AFTER RETIREMENT	709.38
925024 RETIREE	MEDICAL AFTER RETIREMENT	615.52
925025 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925028 RETIREE	MEDICAL AFTER RETIREMENT	587.38
925030 RETIREE	MEDICAL AFTER RETIREMENT	467.38
925031 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925034 RETIREE	MEDICAL AFTER RETIREMENT	246.76
925042 RETIREE	MEDICAL AFTER RETIREMENT	351.38

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

925043	RETIREE	MEDICAL AFTER RETIREMENT	891.90
925044	RETIREE	MEDICAL AFTER RETIREMENT	114.69
925048	RETIREE	MEDICAL AFTER RETIREMENT	873.55
925052	RETIREE	MEDICAL AFTER RETIREMENT	578.29
925053	RETIREE	MEDICAL AFTER RETIREMENT	351.38
925054	RETIREE	MEDICAL AFTER RETIREMENT	351.38
925056	RETIREE	MEDICAL AFTER RETIREMENT	469.02
925064	RETIREE	MEDICAL AFTER RETIREMENT	322.37
925068	RETIREE	MEDICAL AFTER RETIREMENT	717.38
925069	RETIREE	MEDICAL AFTER RETIREMENT	351.38
925073	RETIREE	MEDICAL AFTER RETIREMENT	246.76
925075	RETIREE	MEDICAL AFTER RETIREMENT	587.38
925077	RETIREE	MEDICAL AFTER RETIREMENT	351.38
925078	RETIREE	MEDICAL AFTER RETIREMENT	351.38
925080	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925081	RETIREE	MEDICAL AFTER RETIREMENT	232.69
925083	RETIREE	MEDICAL AFTER RETIREMENT	2,094.21
925085	RETIREE	MEDICAL AFTER RETIREMENT	172.38
925087	RETIREE	MEDICAL AFTER RETIREMENT	351.38
925090	RETIREE	MEDICAL AFTER RETIREMENT	531.58
925093	RETIREE	MEDICAL AFTER RETIREMENT	173.51
925095	RETIREE	MEDICAL AFTER RETIREMENT	246.76
925096	RETIREE	MEDICAL AFTER RETIREMENT	172.69
925097	RETIREE	MEDICAL AFTER RETIREMENT	587.38
925099	RETIREE	MEDICAL AFTER RETIREMENT	351.38
925103	RETIREE	MEDICAL AFTER RETIREMENT	114.69
925104	RETIREE	MEDICAL AFTER RETIREMENT	114.69
925108	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
925110	RETIREE	MEDICAL AFTER RETIREMENT	114.69
925112	RETIREE	MEDICAL AFTER RETIREMENT	351.38
925113	RETIREE	MEDICAL AFTER RETIREMENT	351.38
925115	RETIREE	MEDICAL AFTER RETIREMENT	232.69
925116	RETIREE	MEDICAL AFTER RETIREMENT	172.70
925117	RETIREE	MEDICAL AFTER RETIREMENT	372.69
925121	RETIREE	MEDICAL AFTER RETIREMENT	891.90
925122	RETIREE	MEDICAL AFTER RETIREMENT	351.38
925123	RETIREE	MEDICAL AFTER RETIREMENT	351.38
925124	RETIREE	MEDICAL AFTER RETIREMENT	114.69
925126	RETIREE	MEDICAL AFTER RETIREMENT	246.76
925127	RETIREE	MEDICAL AFTER RETIREMENT	615.52
925129	RETIREE	MEDICAL AFTER RETIREMENT	114.69
925130	RETIREE	MEDICAL AFTER RETIREMENT	587.38
925132	RETIREE	MEDICAL AFTER RETIREMENT	752.38
925133	RETIREE	MEDICAL AFTER RETIREMENT	185.67
925134	RETIREE	MEDICAL AFTER RETIREMENT	114.69
925139	RETIREE	MEDICAL AFTER RETIREMENT	632.44

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

925144 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925146 RETIREE	MEDICAL AFTER RETIREMENT	351.38
925147 RETIREE	MEDICAL AFTER RETIREMENT	1,596.50
925148 RETIREE	MEDICAL AFTER RETIREMENT	114.69
925149 RETIREE	MEDICAL AFTER RETIREMENT	1,520.00
925150 RETIREE	MEDICAL AFTER RETIREMENT	246.76
925167 RETIREE	MEDICAL AFTER RETIREMENT ADJ	9.51
580 Loss Control Fund		
Human Resources		
358268 AED SUPERSTORE	SUPPLIES	321.65
358469 MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	926,977.00
611 Water Fund		
Non Departmental		
358316 FASTENAL CO	SUPPLIES	2,574.46
925046 GRAINGER INC	SUPPLIES	607.42
925051 HAMMONS SUPPLY COMPANY	SUPPLIES	812.21
Water Supervision		
358489 VALLEE CONTRUCTION CO	DEPOSIT REFUND	324.00
Water Production		
358267 ACE HARDWARE, ANTIOCH	PAINT	132.54
358315 EXPONENT INC	PROFESSIONAL SERVICES	3,409.00
358318 FERGUSON ENTERPRISES INC	PIPES & VALVES	153.90
358324 GAUNT MACHINE AND IRON WORKS INC	EQUIPMENT RENTAL	749.00
358331 HOPKINS TECHNICAL PRODUCTS INC	INJECTOR KIT	1,875.99
358332 HUNT AND SONS INC	FUEL	2,255.11
358351 LOWES COMPANIES INC	CABLE	661.36
358416 UNIVAR USA INC	CAUSTIC	5,158.00
358423 WESTAMERICA BANK	COPIER LEASE	51.42
358427 ACE HARDWARE, ANTIOCH	SUPPLIES	11.76
358439 CONCORD READY MIX INC	CONCRETE	3,342.30
358443 DEPT OF TOXIC SUBSTANCES CONTROL	HAZARDOUS WASTE FEES	675.00
358449 EL SOCIO CONCRETE PUMP	EQUIPMENT RENTAL	428.00
358451 FRIGARD CHIROPRACTIC	DMV PHYSICAL	75.00
358457 HUNT AND SONS INC	FUEL	6,411.53
358458 IEH LABORATORIES	SAMPLE TESTING	350.00
358461 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	31,576.53
358470 OFFICE MAX INC	SUPPLIES	59.14
358476 PERS	PAYROLL DEDUCTIONS	2,015.21
358478 REINHOLDT ENGINEERING CONSTR	FUEL TANK TESTING	250.00
358487 UNIVAR USA INC	CAUSTIC	5,095.45
358488 USA BLUE BOOK	SUPPLIES	357.76
925017 CHEMTRADE CHEMICALS US LLC	ALUM	2,444.02
925021 COMPUTERLAND	COMPUTER EQUIPMENT	622.46
925046 GRAINGER INC	SUPPLIES	416.95
925065 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	225.35
925128 SIERRA CHEMICAL CO	CHLORINE	8,504.94

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

925157 AIRGAS SPECIALTY PRODUCTS	AMMONIA	2,013.75
925161 GRAINGER INC	SUPPLIES	388.04
Water Distribution		
358267 ACE HARDWARE, ANTIOCH	SUPPLIES	21.56
358294 COMCAST	CONNECTION SERVICE	334.93
358305 DELTA DIABLO	RECYCLED WATER	9,401.11
358316 FASTENAL CO	SUPPLIES	209.27
358351 LOWES COMPANIES INC	SUPPLIES	151.97
358387 ROBERTS AND BRUNE CO	PIPE & FITTINGS	5,850.42
358391 RT LAWRENCE CORP	LOCKBOX PROCESSING	622.30
358415 UNITED PARCEL SERVICE	SHIPPING	240.82
358423 WESTAMERICA BANK	COPIER LEASE	70.01
358435 BANK OF AMERICA	MEETING EXPENSE	73.75
358450 FASTENAL CO	SUPPLIES	78.48
358480 ROBERTS AND BRUNE CO	PIPE & FITTINGS	3,094.22
358486 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
Water Meter Reading		
358427 ACE HARDWARE, ANTIOCH	SUPPLIES	11.36
924999 BADGER METER INC	REGISTERS	545.00
Public Buildings & Facilities		
358342 KIMLEY HORN AND ASSOCIATES INC	CONSULTING SERVICES	957.06
358437 CDM SMITH INC	CONSULTING SERVICES	21,602.86
Warehouse & Central Stores		
358351 LOWES COMPANIES INC	SUPPLIES	351.01
358415 UNITED PARCEL SERVICE	SHIPPING	28.60
358423 WESTAMERICA BANK	COPIER LEASE	151.33
612 Water System Improvement Fund		
Water Systems		
358489 VALLEE CONTRUCTION CO	WATER CAPACITY FEE REFUND	3,958.62
621 Sewer Fund		
Sewer-Wastewater Supervision		
358391 RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	622.30
358423 WESTAMERICA BANK	COPIER LEASE	212.85
Sewer-Wastewater Collection		
358294 COMCAST	CONNECTION SERVICE	334.93
358321 FTG CONSTRUCTION MATERIALS INC	DUMP FEE	50.00
358351 LOWES COMPANIES INC	SUPPLIES	76.43
358386 ROBERSON, MATTHEW S	EXPENSE REIMBURSEMENT	150.00
358411 TRENCH PLATE RENTAL CO INC	CHAIN	799.63
358415 UNITED PARCEL SERVICE	SHIPPING	48.37
358486 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
924989 3T EQUIPMENT COMPANY	SUPPLIES	9,044.44
925046 GRAINGER INC	SUPPLIES	7,353.41
622 Sewer System Improvement Fund		
Wastewater Collection		
358489 VALLEE CONTRUCTION CO	DEPOSIT REFUND	2,382.00

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

631 Marina Fund

Non Departmental

358378 PEARCE, ROBERT BERTH DEPOSIT REFUND 290.00

Marina Administration

358278 BAY AREA AIR QUALITY MANAGEMENT DIST OPERATING PERMIT RENEWAL 194.00

358423 WESTAMERICA BANK COPIER LEASE 51.42

Marina Maintenance

358351 LOWES COMPANIES INC SUPPLIES 141.24

Major Projects

358410 TRANSYSTEMS CORPORATION CONSULTING SERVICES 2,461.20

641 Prewett Water Park Fund

Non Departmental

358481 ROSS, DEBORAH DEPOSIT REFUND 500.00

Recreation Water Park

358268 AED SUPERSTORE SUPPLIES 299.95

358269 AMERICAN PLUMBING INC PLUMBING SERVICES 175.00

358279 BAY BUILDING MAINTENANCE INC JANITORIAL SERVICES 1,255.20

358291 COCA COLA BOTTLING CO SUPPLIES 102.08

358295 COMMERCIAL POOL SYSTEMS INC SUPPLIES 7,585.84

358323 GARDA CL WEST INC ARMORED CAR PICK UP 15.97

358335 ICEE COMPANY, THE SUPPLIES 536.16

358351 LOWES COMPANIES INC SUPPLIES 503.09

358369 OAKLEYS PEST CONTROL PEST CONTROL SERVICES 150.00

358374 PACHECO BROTHERS GARDENING INC LANDSCAPE SERVICES 2,545.25

358416 UNIVAR USA INC CHEMICALS 2,118.80

358423 WESTAMERICA BANK COPIER LEASE 250.02

358468 MUIR, ROXANNE WATER AEROBICS INSTRUCTOR 140.00

925065 ICR ELECTRICAL CONTRACTORS ELECTRICAL SERVICES 261.68

721 Employee Benefits Fund

Non Departmental

358299 CONTRA COSTA COUNTY PAYROLL DEDUCTIONS 400.00

358306 DELTA PARK ATHLETIC CLUB PAYROLL DEDUCTIONS 37.00

358307 DELTA VALLEY ATHLETIC CLUB PAYROLL DEDUCTIONS 54.00

358309 DIAMOND HILLS SPORT CLUB PAYROLL DEDUCTIONS 32.00

358310 DIAMOND HILLS SPORT CLUB PAYROLL DEDUCTIONS 27.00

358319 FITNESS EVOLUTION PAYROLL DEDUCTIONS 19.99

358336 IN SHAPE HEALTH CLUBS PAYROLL DEDUCTIONS 638.00

358337 INTERNAL REVENUE SERVICE PAYROLL DEDUCTIONS 60.00

358349 LINA PAYROLL DEDUCTIONS 5,322.45

358365 MUNICIPAL POOLING AUTHORITY PAYROLL DEDUCTIONS 2,757.84

358371 OPERATING ENGINEERS LOCAL NO 3 PAYROLL DEDUCTIONS 2,640.00

358372 OPERATING ENGINEERS TRUST FUND PAYROLL DEDUCTIONS 9,142.97

358376 PARS PAYROLL DEDUCTIONS 4,939.60

358381 PUBLIC EMPLOYEES UNION LOCAL 1 PAYROLL DEDUCTIONS 2,613.69

358402 STANDARD LIFE INSURANCE PAYROLL DEDUCTIONS 877.00

358404 STATE OF CALIFORNIA PAYROLL DEDUCTIONS 82.66

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 AUGUST 28 - SEPTEMBER 10, 2015
 FUND/CHECK#

358412 RECIPIENT	PAYROLL DEDUCTIONS	112.15
358440 CSAC EXCESS INSURANCE AUTHORITY	PAYROLL DEDUCTIONS	2,928.00
358442 DELTA DENTAL	PAYROLL DEDUCTIONS	32,016.41
358476 PERS	PAYROLL DEDUCTIONS	312,231.99
924995 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	625.50
924996 APOA	PAYROLL DEDUCTIONS	12,418.79
925094 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	51,525.65
925140 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	7,194.62



STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF SEPTEMBER 22, 2015

SUBMITTED BY: Donna Conley, City Treasurer

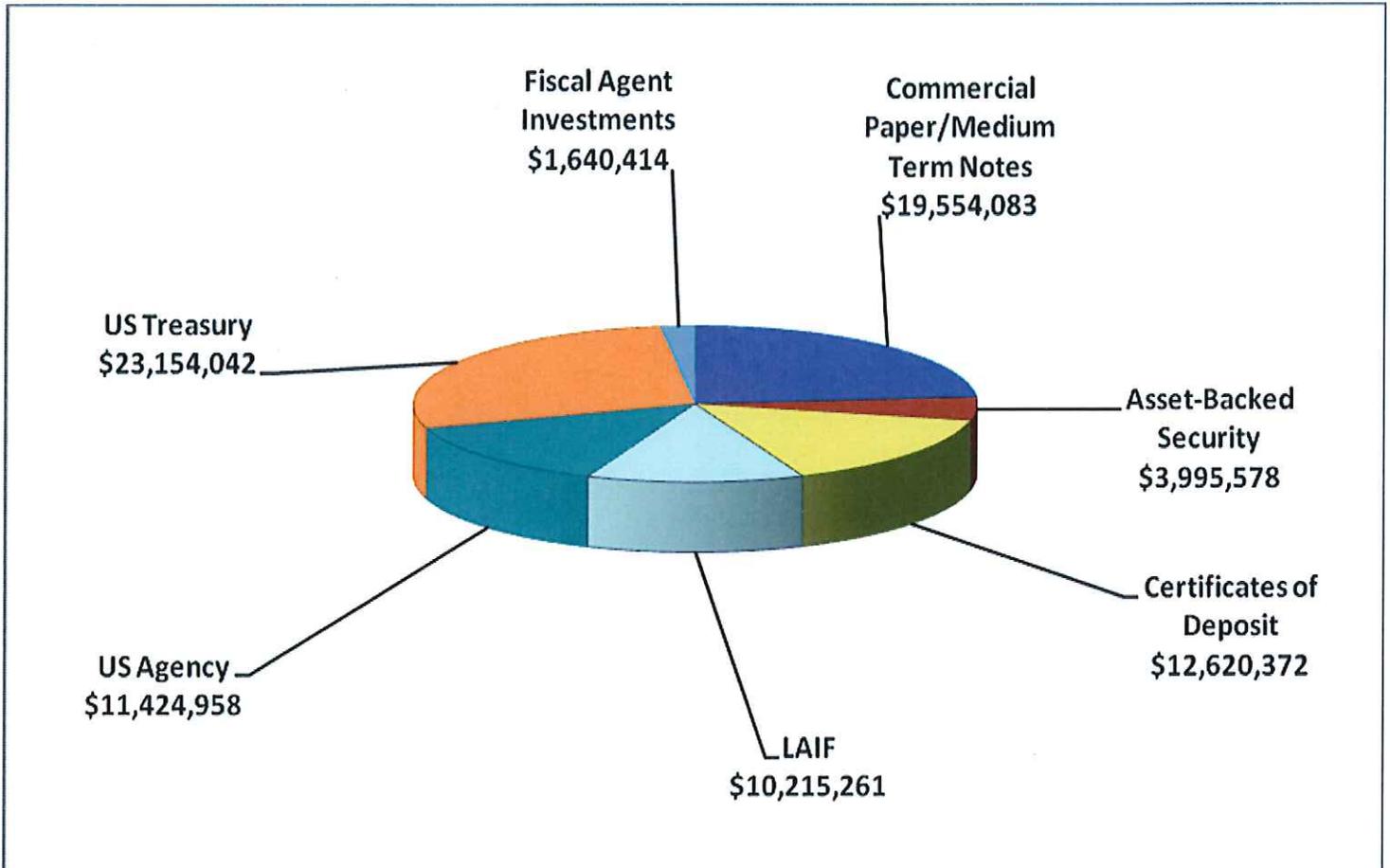
DATE September 16, 2015

SUBJECT: Treasurer's Report – AUGUST 2015

RECOMMENDATION: Review and file.

CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

AUGUST 31, 2015



Total of City and Fiscal Agent Investments = \$82,604,708

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


Donna Conley
Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	31,707
Antioch Development Agency 2000 Tax Allocation Bonds	1,337,351
Antioch Development Agency 2009 Tax Allocation Bonds	271,356
	<u><u>\$1,640,414</u></u>



Managed Account Issuer Summary

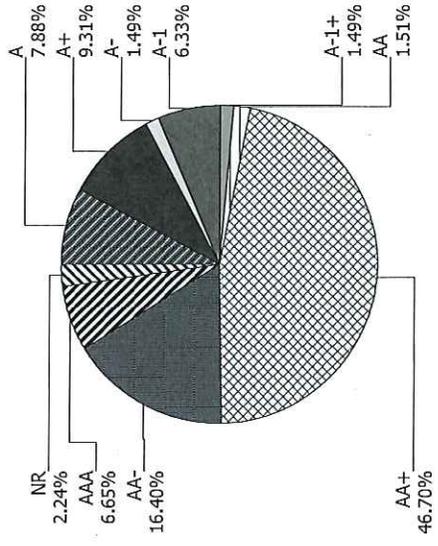
For the Month Ending August 31, 2015

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Credit Quality (S&P Ratings)

Issuer	Market Value of Holdings	Percent
AMERICAN EXPRESS CO	369,424.28	0.52
AMERICAN HONDA FINANCE	1,334,316.14	1.89
APPLE INC	1,702,060.40	2.41
BANK OF NEW YORK CO INC	1,392,148.80	1.97
BANK OF NOVA SCOTIA	1,349,866.35	1.91
BERKSHIRE HATHAWAY INC	931,623.78	1.32
CA EARTHQUAKE AUTH TXBL REV BOND	375,923.25	0.53
CA ST DEPT OF WATER REV BONDS	500,305.00	0.71
CANADIAN IMPERIAL BANK OF COMMERCE	1,396,612.00	1.98
CATERPILLAR INC	768,470.01	1.09
CISCO SYSTEMS INC	1,204,556.56	1.71
CITIBANK CREDIT CARD ISSUANCE TRUST	524,759.55	0.74
CONOCOPHILLIPS	238,748.64	0.34
DEERE & COMPANY	1,063,463.21	1.51
EXXON MOBIL CORP	1,399,179.60	1.98
FANNIE MAE	2,588,812.55	3.68
FEDERAL HOME LOAN BANKS	3,278,685.34	4.66
FORD CREDIT AUTO OWNER TRUST	866,183.59	1.23
FREDDIE MAC	2,180,850.75	3.10
GLAXOSMITHKLINE PLC	581,091.00	0.82
GOLDMAN SACHS GROUP INC	1,375,632.50	1.95
HONDA AUTO RECEIVABLES	793,688.84	1.13
HSBC HOLDINGS PLC	1,614,815.88	2.29
IBM CORP	1,737,615.25	2.46
JP MORGAN CHASE & CO	1,649,410.30	2.34
MCDONALD'S CORPORATION	680,036.25	0.96
NISSAN AUTO RECEIVABLES	853,404.17	1.21
NORDEA BANK AB	1,394,981.00	1.98
ORANGE COUNTY, CA	877,152.50	1.24
PEPSICO, INC	1,272,929.75	1.81
RABOBANK NEDERLAND	1,693,795.00	2.40
STATE OF CALIFORNIA	1,505,674.00	2.14



PFM Asset Management LLC



Managed Account Issuer Summary

For the Month Ending August 31, 2015

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
TEXAS INSTRUMENTS INCORPORATED	877,818.57	1.25
TORONTO-DOMINION BANK	1,399,405.00	1.98
TOYOTA AUTO RECEIVABLES	953,501.65	1.35
TOYOTA MOTOR CORP	721,935.43	1.02
UNITED STATES TREASURY	23,170,695.97	32.87
UNIVERSITY OF CALIFORNIA	135,419.85	0.19
US BANCORP	1,371,704.13	1.95
WELLS FARGO & COMPANY	1,029,072.33	1.46
WESTPAC BANKING CORP NY	1,350,500.85	1.92
Total	\$70,506,270.02	100.00%



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending August 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note										
US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	AA+	Aaa	02/27/14	03/03/14	855,661.52	0.49	23.21	849,282.43	849,632.29
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	AA+	Aaa	10/31/13	11/01/13	1,395,712.11	0.62	3,079.35	1,389,358.75	1,390,825.31
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	AA+	Aaa	11/27/13	12/03/13	2,657,644.53	0.58	5,858.56	2,644,477.01	2,646,082.81
US TREASURY NOTES DTD 01/03/2012 0.875% 12/31/2016	912828RX0	AA+	Aaa	12/05/14	12/09/14	1,656,187.50	0.69	2,471.64	1,654,001.99	1,656,928.35
US TREASURY NOTES DTD 05/31/2012 0.625% 05/31/2017	912828SY7	AA+	Aaa	06/02/14	06/03/14	1,113,787.50	0.81	1,778.69	1,116,356.91	1,118,760.16
US TREASURY NOTES DTD 07/02/2012 0.750% 06/30/2017	912828TB6	AA+	Aaa	10/30/14	11/03/14	1,773,197.27	0.79	2,279.04	1,773,757.54	1,776,247.83
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	AA+	Aaa	07/01/14	07/07/14	281,047.85	0.96	123.91	282,521.02	283,704.96
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	AA+	Aaa	02/06/15	02/10/15	2,017,988.67	0.84	884.78	2,021,807.77	2,025,752.96
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	AA+	Aaa	02/02/15	02/04/15	2,342,564.45	0.63	1,021.74	2,344,275.12	2,339,321.60
US TREASURY NOTES DTD 09/30/2010 1.875% 09/30/2017	912828PA2	AA+	Aaa	09/02/14	09/04/14	984,075.00	1.04	7,573.77	976,384.42	980,837.76
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	AA+	Aaa	03/25/15	03/26/15	1,316,667.00	0.96	4,181.35	1,317,854.29	1,317,546.88
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	AA+	Aaa	03/26/15	03/27/15	1,315,424.80	0.99	4,181.35	1,316,781.06	1,317,546.88
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	AA+	Aaa	03/26/15	03/27/15	2,233,652.34	1.00	7,100.41	2,235,967.83	2,237,343.75
US TREASURY NOTES DTD 04/30/2013 0.625% 04/30/2018	912828UZ1	AA+	Aaa	04/28/15	04/30/15	1,239,941.41	0.90	2,632.47	1,241,058.58	1,237,857.50





Managed Account Detail of Securities Held

For the Month Ending August 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note										
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828V00	AA+	Aaa	07/01/15	07/01/15	252,080.08	1.10	298.91	251,967.80	252,190.75
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828V00	AA+	Aaa	07/01/15	07/06/15	1,738,880.86	1.11	2,062.50	1,738,189.33	1,740,116.18
Security Type Sub-Total						23,174,512.89	0.81	45,551.68	23,154,041.85	23,170,695.97
Municipal Bond / Note										
CA ST DEPT OF WATER TXBL REV BONDS DTD 09/27/2012 0.650% 12/01/2015	13066KX87	AAA	Aa1	09/19/12	09/27/12	500,000.00	0.65	812.50	500,000.00	500,305.00
CA ST TXBL GO BONDS DTD 03/27/2013 1.050% 02/01/2016	13063BN73	AA-	Aa3	03/13/13	03/27/13	551,859.00	0.93	481.25	550,275.07	551,237.50
ORANGE CNTY, CA TXBL REV PO BONDS DTD 01/13/2015 0.780% 05/02/2016	68428LDJ0	AA-	NR	01/09/15	01/13/15	875,000.00	0.78	530.83	875,000.00	877,152.50
UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.907% 05/15/2016	91412GSX4	AA	Aa2	09/26/13	10/02/13	135,000.00	0.91	360.53	135,000.00	135,419.85
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.494% 07/01/2016	13017HAC0	NR	A3	10/29/14	11/06/14	225,000.00	1.19	447.75	225,000.00	225,317.25
CA ST TAXABLE GO BONDS DTD 11/05/2013 1.250% 11/01/2016	13063CFD7	AA-	Aa3	10/22/13	11/05/13	954,455.50	1.09	3,958.33	951,755.79	954,436.50
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	NR	A3	10/29/14	11/06/14	150,000.00	1.82	456.00	150,000.00	150,606.00
Security Type Sub-Total						3,391,314.50	0.95	7,047.19	3,387,030.86	3,394,474.60
Federal Agency Collateralized Mortgage Obligation										
FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	AA+	Aaa	01/15/15	01/30/15	383,797.15	1.26	514.90	382,938.23	382,810.48
FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANDY4	AA+	Aaa	04/15/15	04/30/15	328,248.83	0.83	419.79	327,817.19	327,652.00



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending August 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Collateralized Mortgage Obligation									
FNMA SERIES 2015-M3 FA	AA+	Aaa	02/12/15	02/27/15	241,598.28	0.39	87.53	241,598.29	241,490.82
DTD 02/01/2015 0.420% 06/01/2018									
Security Type Sub-Total	946,661.43				953,644.26	0.89	1,022.22	952,353.71	951,953.30
Federal Agency Bond / Note									
FNMA NOTES	AA+	Aaa	10/01/13	10/03/13	664,674.35	0.75	3,479.69	658,507.36	659,780.19
DTD 08/19/2011 1.250% 09/28/2016									
FNMA NOTES	AA+	Aaa	10/01/13	10/03/13	984,555.92	0.74	5,153.13	975,276.74	977,079.06
DTD 08/19/2011 1.250% 09/28/2016									
FHLB NOTES	AA+	Aaa	08/06/14	08/07/14	1,855,815.00	0.61	3,952.50	1,857,892.04	1,859,694.96
DTD 08/07/2014 0.500% 09/28/2016									
FHLB GLOBAL NOTES	AA+	Aaa	05/14/15	05/15/15	1,418,821.40	0.67	2,243.40	1,418,990.03	1,418,990.38
DTD 05/15/2015 0.625% 05/30/2017									
FREDDIE MAC GLOBAL NOTES	AA+	Aaa	08/12/14	08/14/14	2,174,854.27	1.00	1,993.75	2,174,906.87	2,180,850.75
DTD 06/25/2012 1.000% 07/28/2017									
Security Type Sub-Total	7,080,000.00				7,098,720.94	0.77	16,822.47	7,085,573.04	7,096,395.34
Corporate Note									
JPMORGAN CHASE & CO GLOBAL NOTES	A	A3	10/15/12	10/18/12	649,733.50	1.11	2,701.11	649,988.96	650,456.30
DTD 10/18/2012 1.100% 10/15/2015									
WELLS FARGO & COMPANY	A+	A2	07/22/13	07/29/13	1,024,016.00	1.28	1,459.20	1,024,702.79	1,029,072.33
DTD 07/29/2013 1.250% 07/20/2016									
BERKSHIRE HATHAWAY FIN GLOBAL NOTES	AA	Aa2	08/06/13	08/15/13	929,507.10	0.97	392.67	929,841.46	931,623.78
DTD 08/15/2013 0.950% 08/15/2016									
AMERICAN HONDA FINANCE GLOBAL NOTES	A+	A1	10/03/13	10/10/13	582,964.20	1.24	2,632.50	584,242.78	586,392.89
DTD 10/10/2013 1.125% 10/07/2016									
JPMORGAN CHASE & CO	A	A3	02/12/14	02/18/14	999,500.00	1.37	600.00	999,754.02	998,954.00
DTD 02/18/2014 1.350% 02/15/2017									





Managed Account Detail of Securities Held

For the Month Ending August 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note										
APPLE INC CORP NOTE DTD 05/06/2014 1.050% 05/05/2017	037833AM2	AA+	Aa1	04/29/14	05/06/14	1,699,099.00	1.07	5,702.08	1,699,492.24	1,702,060.40
JOHN DEERE CAPITAL CORP NOTES DTD 06/12/2014 1.125% 06/12/2017	24422ESN0	A	A2	06/09/14	06/12/14	1,064,499.45	1.14	2,629.22	1,064,700.92	1,063,463.21
HSBC USA INC DTD 06/23/2014 1.300% 06/23/2017	40434CAA3	A	A2	06/16/14	06/23/14	564,141.20	1.35	1,387.39	564,477.50	564,001.08
PEPSICO, INC DTD 07/17/2015 1.125% 07/17/2017	713448CW6	A	A1	07/14/15	07/17/15	999,680.00	1.14	1,375.00	999,699.39	999,214.00
CATERPILLAR FINANCIAL SE DTD 08/20/2014 1.250% 08/18/2017	14912L6D8	A	A2	08/13/14	08/20/14	769,615.00	1.27	347.57	769,745.76	768,470.01
AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017	0258M0DR7	A-	A2	09/18/14	09/23/14	369,504.20	1.60	2,532.96	369,656.97	369,424.28
IBM CORP NOTES DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	AA-	Aa3	02/03/15	02/06/15	1,744,662.50	1.23	1,367.19	1,745,660.93	1,737,615.25
MCDONALDS CORP NOTES DTD 02/29/2008 5.350% 03/01/2018	58013MEE0	A-	A3	04/01/15	04/07/15	697,331.25	1.27	16,718.75	687,519.29	680,036.25
EXXON MOBIL CORP NOTES DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	AAA	Aaa	03/04/15	03/06/15	1,400,000.00	1.31	8,881.25	1,400,000.00	1,399,179.60
AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	A+	A1	03/10/15	03/13/15	748,995.00	1.55	5,250.00	749,148.34	747,923.25
PEPSICO, INC CORP NOTES DTD 04/30/2015 1.250% 04/30/2018	713448CR7	A	A1	04/27/15	04/30/15	274,967.00	1.25	1,155.38	274,970.64	273,715.75
TEXAS INSTRUMENTS CORP NOTE DTD 05/08/2013 1.000% 05/01/2018	882508AV6	A+	A1	04/02/15	04/08/15	885,202.90	1.18	2,966.67	885,816.89	877,818.57
CONOCOPHILLIPS COMPANY CORP NOTE DTD 05/18/2015 1.500% 05/15/2018	20826FAL0	A	A2	05/13/15	05/18/15	239,971.20	1.50	1,030.00	239,973.85	238,748.64
GLAXOSMITHKLINE CAP INC NOTES DTD 05/13/2008 5.650% 05/15/2018	377372AD9	A+	A2	04/01/15	04/07/15	594,368.25	1.30	8,733.96	585,587.13	581,091.00



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending August 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note										
BANK OF NEW YORK MELLON CORP DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	A+	A1	05/22/15	05/29/15	1,399,874.00	1.60	5,724.44	1,399,883.84	1,392,148.80
CISCO SYSTEMS INC CORP NOTE DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	AA-	A1	06/10/15	06/17/15	1,204,795.15	1.66	4,086.96	1,204,808.77	1,204,556.56
TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	AA-	Aa3	07/08/15	07/13/15	724,383.75	1.58	1,498.33	724,410.60	721,935.43
Security Type Sub-Total						19,566,810.65	1.30	79,172.63	19,554,083.07	19,517,901.38
Certificate of Deposit										
WESTPAC BANKING CORP NY LT FLOAT CD DTD 04/17/2014 0.469% 04/15/2016	96121TWF1	AA-	Aa2	04/16/14	04/17/14	1,350,000.00	0.41	843.84	1,350,000.00	1,350,500.85
BANK OF NOVA SCOTIA HOUS CD FLOAT DTD 06/13/2014 0.462% 06/10/2016	06417HMU7	A+	Aa2	06/11/14	06/13/14	1,349,184.60	0.28	1,438.60	1,349,683.02	1,349,866.35
GOLDMAN SACHS BANK USA CD DTD 08/19/2014 0.900% 08/12/2016	381472L5	A-1	P-1	08/14/14	08/19/14	1,375,000.00	0.90	440.75	1,375,000.00	1,375,632.50
HSBC BANK USA NA CD DTD 02/13/2015 0.880% 08/15/2016	40428AC54	A-1+	P-1	02/11/15	02/13/15	1,050,000.00	0.88	385.00	1,050,000.00	1,050,814.80
CANADIAN IMPERIAL BANK NY YCD DTD 04/10/2015 1.010% 04/06/2017	13606JY9	A-1	P-1	04/06/15	04/10/15	1,400,000.00	1.01	5,538.17	1,400,000.00	1,396,612.00
RABOBANK NEDERLAND NV CERT DEPOS DTD 04/27/2015 1.070% 04/21/2017	21684BXH2	A-1	P-1	04/22/15	04/27/15	1,700,000.00	1.07	6,265.44	1,700,000.00	1,693,795.00
NORDEA BANK FINLAND NY CD DTD 05/29/2015 1.150% 05/26/2017	65558LFA5	AA-	Aa3	05/27/15	05/29/15	1,400,000.00	1.15	4,248.61	1,400,000.00	1,394,981.00
TORONTO DOMINION BANK NY YCD DTD 06/19/2015 1.240% 06/16/2017	89113ESN7	AA-	Aa1	06/16/15	06/19/15	1,400,000.00	1.25	3,520.22	1,400,000.00	1,399,405.00
US BANK NA CINCINNATI (CALLABLE) CD DTD 09/11/2014 1.375% 09/11/2017	90333VPF1	AA-	Aa3	09/09/14	09/11/14	1,372,786.25	1.41	8,927.95	1,373,503.30	1,371,704.13
Security Type Sub-Total						12,400,000.00	0.94	31,608.58	12,398,186.32	12,383,311.63



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending August 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security / Collateralized Mortgage Obligation									
HONDA ABS 2015-1 A2	AAA	Aaa	01/21/15	01/28/15	299,984.34	0.70	93.33	299,988.84	299,870.40
DTD 01/28/2015 0.700% 06/15/2017									
TOYOTA ABS 2015-A A2	AAA	Aaa	02/24/15	03/04/15	274,997.39	0.71	86.78	274,998.04	274,671.93
DTD 03/04/2015 0.710% 07/15/2017									
FORD ABS 2014-C A2	AAA	NR	11/18/14	11/25/14	516,502.34	0.61	140.03	516,507.85	516,344.59
DTD 11/25/2014 0.610% 08/15/2017									
HONDA ABS 2015-2 A3	AAA	NR	05/13/15	05/20/15	494,924.02	1.05	143.00	494,930.73	493,818.44
DTD 05/20/2015 1.040% 02/21/2019									
CITIBANK ABS 2014-A2 A2	AAA	Aaa	03/17/15	03/20/15	524,282.23	1.08	133.88	524,343.66	524,759.55
DTD 03/05/2014 1.020% 02/22/2019									
TOYOTA ABS 2015-B A3	AAA	Aaa	06/10/15	06/17/15	679,963.21	1.27	383.82	679,963.21	678,829.72
DTD 06/17/2015 1.270% 05/15/2019									
NISSAN ABS 2015-A A3	NR	Aaa	04/07/15	04/14/15	514,891.75	1.06	240.33	514,902.15	513,192.35
DTD 04/14/2015 1.050% 10/15/2019									
FORD ABS 2015-B A3	NR	Aaa	05/19/15	05/26/15	349,967.63	1.16	180.44	349,969.75	349,839.00
DTD 05/26/2015 1.160% 11/15/2019									
NISSAN ABS 2015-B A3	NR	Aaa	07/15/15	07/22/15	339,972.97	1.34	189.83	339,973.82	340,211.82
DTD 07/22/2015 1.340% 03/16/2020									
Security Type Sub-Total	3,996,519.69				3,995,485.88	1.02	1,591.44	3,995,578.05	3,991,537.80
Managed Account Sub-Total	70,418,181.12				70,577,459.97	0.99	182,816.21	70,526,846.90	70,506,270.02
Securities Sub-Total	\$70,418,181.12				\$70,577,459.97	0.99%	\$182,816.21	\$70,526,846.90	\$70,506,270.02
Accrued Interest									\$182,816.21
Total Investments									\$70,689,086.23





CITY OF ANTIOCH, CA - 04380500

Managed Account Security Transactions & Interest

For the Month Ending August 31, 2015

Transaction Type	Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST										
08/01/15	08/01/15	CA ST TXBL GO BONDS	13063BN73	550,000.00	0.00	2,887.50	2,887.50			
		DTD 03/27/2013 1.050% 02/01/2016								
08/01/15	08/25/15	FNMA SERIES 2015-M7 ASQ2	3136ANJY4	325,000.00	0.00	419.79	419.79			
		DTD 04/01/2015 1.550% 04/01/2018								
08/01/15	08/25/15	FNMA SERIES 2015-M3 FA	3136AMMCO	253,450.50	0.00	91.59	91.59			
		DTD 02/01/2015 0.420% 06/01/2018								
08/01/15	08/25/15	FNMA SERIES 2015-M1 ASQ2	3136AMKW8	380,000.00	0.00	514.90	514.90			
		DTD 01/15/2015 1.626% 02/01/2018								
08/03/15	08/03/15	ORANGE CNTY, CA TXBL REV PO BONDS	68428LDJ0	875,000.00	0.00	3,791.67	3,791.67			
		DTD 01/13/2015 0.780% 05/02/2016								
08/06/15	08/06/15	IBM CORP NOTES	459200HZ7	1,750,000.00	0.00	9,843.75	9,843.75			
		DTD 02/06/2015 1.125% 02/06/2018								
08/15/15	08/15/15	FORD ABS 2015-B A3	34530VAD1	350,000.00	0.00	338.33	338.33			
		DTD 05/26/2015 1.160% 11/15/2019								
08/15/15	08/15/15	TOYOTA ABS 2015-A A2	89236WAB4	275,000.00	0.00	162.71	162.71			
		DTD 03/04/2015 0.710% 07/15/2017								
08/15/15	08/15/15	FORD ABS 2014-C A2	34530PAC6	584,866.40	0.00	297.31	297.31			
		DTD 11/25/2014 0.610% 08/15/2017								
08/15/15	08/15/15	BERKSHIRE HATHAWAY FIN GLOBAL NOTES	084664BX8	930,000.00	0.00	4,417.50	4,417.50			
		DTD 08/15/2013 0.950% 08/15/2016								
08/15/15	08/15/15	JPMORGAN CHASE & CO	46623EY6	1,000,000.00	0.00	6,750.00	6,750.00			
		DTD 02/18/2014 1.350% 02/15/2017								
08/15/15	08/15/15	HONDA ABS 2015-1 A2	43814KAB7	300,000.00	0.00	175.00	175.00			
		DTD 01/28/2015 0.700% 06/15/2017								
08/15/15	08/15/15	NISSAN ABS 2015-A A3	65477UAC4	515,000.00	0.00	450.63	450.63			
		DTD 04/14/2015 1.050% 10/15/2019								
08/15/15	08/15/15	TOYOTA ABS 2015-B A3	89237CAD3	680,000.00	0.00	719.67	719.67			
		DTD 06/17/2015 1.270% 05/15/2019								
08/16/15	08/16/15	NISSAN ABS 2015-B A3	65475WAD0	340,000.00	0.00	303.73	303.73			
		DTD 07/22/2015 1.340% 03/16/2020								
08/17/15	08/17/15	HSBC BANK USA NA CD	40428AC54	1,050,000.00	0.00	4,748.33	4,748.33			
		DTD 02/13/2015 0.880% 08/15/2016								



PFM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending August 31, 2015

CITY OF ANTIOCH, CA - 04380500

Transaction Type Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST									
08/18/15	08/18/15 CATERPILLAR FINANCIAL SE DTD 08/20/2014 1.250% 08/18/2017	14912L6D8	770,000.00	0.00	4,812.50	4,812.50			
08/19/15	08/19/15 GOLDMAN SACHS BANK USA CD DTD 08/19/2014 0.900% 08/12/2016	38147J2L5	1,375,000.00	0.00	6,136.64	6,136.64			
08/21/15	08/21/15 HONDA ABS 2015-2 A3 DTD 05/20/2015 1.040% 02/21/2019	43813NAC0	495,000.00	0.00	429.00	429.00			
08/22/15	08/22/15 CITIBANK ABS 2014-A2 A2 DTD 03/05/2014 1.020% 02/22/2019	17305EFN0	525,000.00	0.00	2,677.50	2,677.50			
08/31/15	08/31/15 US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	845,000.00	0.00	4,225.00	4,225.00			
Transaction Type Sub-Total			14,168,316.90	0.00	54,193.05	54,193.05			
PAYDOWNS									
08/01/15	08/25/15 FNMA SERIES 2015-M3 FA DTD 02/01/2015 0.420% 06/01/2018	3136AMMCO	11,789.07	11,789.07	0.00	11,789.07	3.08	0.00	
08/15/15	08/15/15 FORD ABS 2014-C A2 DTD 11/25/2014 0.610% 08/15/2017	34530PAC6	68,346.71	68,346.71	0.00	68,346.71	2.30	0.00	
Transaction Type Sub-Total			80,135.78	80,135.78	0.00	80,135.78	5.38	0.00	
Managed Account Sub-Total			80,135.78	80,135.78	54,193.05	134,328.83	5.38	0.00	
Total Security Transactions			\$80,135.78	\$80,135.78	\$54,193.05	\$134,328.83	\$5.38	\$0.00	



PFM Asset Management LLC



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular/Special Meeting of September 22, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Cindy Gnos, Contract Planner

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

SUBJECT: Aviano Farms Project - Second Reading of Ordinance (GP-15-02, PD-14-01, PW-676, UP-14-05)

RECOMMENDED ACTION

It is recommended that the City Council take the following actions:

1. Adopt the Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC.
2. Adopt the Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01).

DISCUSSION

The adoption of an Ordinance requires two separate readings. The two subject Ordinances were approved at the September 8, 2015 City Council Meeting as part of the Aviano Farms residential development project. Minor changes were made to the Ordinances at the meeting, including new indemnification language. These changes are reflected in the attached Ordinance. This second reading will finalize the adoption of these Ordinances.

ATTACHMENTS

- A. Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC (Exhibit A - Development Agreement)
- B. Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards (Exhibit A - Legal Description)

ATTACHMENT "A"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND AVIANO FARMS, LLC FOR THE AVIANO FARMS PROJECT

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

Section 1. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et. seq.* of the Government Code, with authorizes the City of Antioch ("City") to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property in order to establish certainty in the development process.

Section 2. The City of Antioch previously adopted an implementing ordinance (Article 32 of the Zoning Ordinance) authorizing and regulating the use of Development Agreements.

Section 3. The Planning Commission conducted a duly noticed public hearing on August 5, 2015 at which it recommended to the City Council that the Development Agreement be approved. The City Council held a duly noticed public hearing on August 25, 2015 at which all interested persons were allowed to address the Council on the Development Agreement.

Section 4. The City Council finds that the Development Agreement is consistent with the City's General Plan as well as all provisions of the City's Zoning Ordinance and Municipal Code. The City Council finds that the Development Agreement implements General Plan objectives by providing housing opportunities and needed infrastructure. The Development Agreement will not be detrimental to the health, safety and general welfare and will not adversely affect the orderly development of property or the preservation of property values. The City Council has considered the effect of the Development Agreement on the housing needs of the region in which the City is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources by requiring a HOA to maintain certain improvements and formation of a revenue generating mechanism to fund police services.

Section 5. An addendum to the Aviano Adult Community Project EIR was adopted for the proposed project. The City Council has concluded that there have been no substantial changes to the project through the Development Agreement and there are no new significant environmental effects or an increase in previously identified effects. In addition, there is no new information of substantial importance which was not known and could not have been known which shows new significant environmental effects. Therefore, no subsequent or supplemental environmental review is required under CEQA Guidelines Section 15162.

Section 6. The Development Agreement included as Exhibit A is hereby approved, subject to minor and clarifying revisions approved by the City Manager and City Attorney, and the City Manager is authorized and directed to sign it on behalf of 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 8th day of September, 2015, and passed and adopted at a regular meeting thereof, held on the 22nd day of September 2015.

AYES:

NOES:

ABSENT:

MAYOR OF THE CITY OF ANTIOCH

ATTEST:

CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attention: City Clerk

(Space Above This Line Reserved For Recorder's Use)

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND AVIANO FARMS, LLC

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and Aviano Farms, LLC, a California limited liability company ("**Aviano Farms**") (each a "**Party**" and collectively the "**Parties**"), pursuant to the authority of Division I, Chapter 4, Article 2.5, Sections 65864 et seq. of the Government Code (the "**Statute**") is entered into as of _____ (the "**Effective Date**") in the following factual context:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California State Legislature enacted the Statute, which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. De Nova Homes ("**De Nova Homes**") dba Aviano Farms is the owner of approximately 189 acres of real property located in the City of Antioch, Contra Costa County more particularly described in **Exhibit A** (the "**Property**") which it plans to develop as a single- family residential subdivision.

C. On October 25, 2005 the Antioch City Council approved a development agreement with Pulte Homes Corporation, dba Del Webb ("**Del Webb**") for this Property and on November 13, 2007 the City Council approved the First Amended and Restated Development Agreement with Del Webb ("**Del Webb Development Agreement**"). The Del Webb Development Agreement set forth Del Webb's intent to develop the Property with no more than 535 active senior adult residential units ("**Del Webb Project**"). The Del Webb Development Agreement was not assigned to or assumed by Aviano Farms.

D. On June 23, 2009, the Antioch City Council considered various environmental review and planning actions relating to the Del Webb Project ("**Del Webb Project Approvals**"). These actions include, without limitation, the following:

1 Environmental Impact Report. Pursuant to the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the City Council certified final environmental impact report for the Del Webb Project (SCH No. 2006072027) pursuant to Resolution No. 2009/54 ("**EIR**").

2 Master Development Plan/Planned Development Rezone. The City Council, after a duly noticed public hearing and certification of the EIR, introduced Ordinance No. 2031-C-S rezoning the property to Planned Development District and approving a Master Development Plan ("**Rezoning**") and on July 14, 2009 adopted the Rezoning.

3 Residential Development Allocations. The City Council, after a duly noticed public hearing and certification of the EIR, approved residential development allocations for age restricted senior housing units for 0.5 allocation pursuant to Resolution No. 2009/55 ("**RDA Approval**").

4 Vesting Tentative Map/Final Development Plan and Use Permit. The City Council, after a duly noticed public hearing and certification of the EIR, adopted Resolution No. 2009/56, approving a vesting tentative map/final development plan and use permit to subdivide the Property into multiple parcels to accommodate up to 535 age-restricted senior residential units as well as recreational, parks and open space parcels ("**Vesting Tentative Map**").

E. In response to changed market conditions, Aviano Farms revised the Vesting Tentative Map mainly to 1) reflect a development with 533 non-age restricted units as opposed to 533 age restricted units, and 2) re-align the major sewer truck line from portions of Heidorn Ranch Road and future Sand Creek Road, to a location through the neighboring property to the east ("**Revised Vesting Tentative Map** ").

F. In order to move forward with the Revised Vesting Tentative Map, a text change will be made in the General Plan and Rezoning to clarify that a non-age restricted development may proceed on the Property ("**General Plan Amendment**" and "**Rezoning Amendment**", respectively).

G. The Del Webb Project Approvals, as modified by the General Plan Amendment, Rezoning Amendment, Revised Vesting Tentative Map, and this Agreement, are sometimes referred to as "**Project Approvals**" and are set forth in **Exhibit B**.

H. Aviano Farms prepared a Preliminary Phasing Plan consistent with the Revised Tentative Map to facilitate development of the Property ("**Preliminary Phasing Plan**"). The Preliminary Phasing Plan is included as part of the conditions of approval that accompany the Revised Vesting Tentative Map (contained in **Exhibit B**).

I. An Addendum to the EIR was prepared in accordance with CEQA to provide the environmental analysis on the Project Approvals.

J. Aviano Farms and the City desire to enter into this Agreement to extend the term of the Project Approvals and to vest Aviano Farms with the right to develop the Property consistent with the Project Approvals. In exchange for the covenants contained in this Agreement and the continued commitment of Aviano Farms to continue to provide the benefits described in the Project Approvals and any other necessary approvals required by the City that are consistent with and necessary to implement the Project Approvals ("**Subsequent Approvals**"), when and if the Aviano

Farms Project proceeds, and in order to encourage the investment by it necessary to do so, the City is willing to enter into this Agreement to set forth the right of Aviano Farms to complete the Project as provided in this Agreement.

K. As part of the original development plans for the Property, Del Webb conveyed to the Antioch Unified School District ("**AUSD**") approximately 10 acres located adjacent to the southwest corner of the Property for the development of the Dozier Libbey Medical High School ("**School**"). The School has been built and is operating with temporary access, sewer, water and power utilities. This Agreement is necessary to allow Aviano Farms, if it elects to proceed with the Project Approvals, the ability to 1) design and construct permanent access, sewer, water, and power utility improvements to serve the School, and 2) reimburse AUSD for its certain costs associated with the AUSD's installation of the temporary access, sewer, water and power utility improvements.

L. During the original development plans for the Del Webb Project Approvals, two agreements were entered into to set forth the terms and conditions relating to the proposed Southern Alignment of Sand Creek Road through the Property; (1) a Memorandum of Agreement Resolving Alignment of Sand Creek Road Through City of Antioch's Sand Creek Focus Area dated November 22, 2007 (the "**MOU**"). by and between Del Webb, City, Kaiser Foundation Hospitals ("**Kaiser**"), AUSD and Donald Williamson Charitable Trust and Shirley Perry as Trustee of the Shirley Perry Declaration of Living Trust ("Covenantor"); and (2) a Declaration of a Covenant to Run with the Land dated December 13, 2007, by and between Covenantor, Kaiser, City and AUSD as amended by the First Amendment to Declaration of Covenant to Run with the Land dated January 19, 2011 (the "**Declaration of Covenant**").

M. On August 5, 2015, at a duly noticed public hearing, the Planning Commission considered and recommended approval of the Addendum, General Plan Amendment, Rezoning Amendment, Revised Vesting Tentative Map and this Agreement to the City Council pursuant to Resolution No. 2015/12 through 16.

N. On September 8, 2015, at a duly noticed public hearing, the City Council approved the 1) Addendum pursuant to Resolution No. 2015/66, 2) General Plan Amendment pursuant to Resolution No. 2015/67, 3) Rezoning Amendment pursuant to Ordinance No. _____, and 4) Revised Vesting Tentative Map pursuant to Resolution No. 2015/68.

O. The City Council has found that, among other things, this Agreement and the Project Approvals, are consistent with its General Plan and has been reviewed and evaluated in accordance with California Government Code §§65864 *et seq.*

P. On September 22, 2015, at a duly noticed public hearing, the City Council adopted Ordinance No. approving this Agreement, a copy of which is attached as **Exhibit "C"**.

AGREEMENT

In this factual context and intending to be legally bound, the Parties agree as follows;

ARTICLE 1
TERM AND APPLICABLE LAW

The term of this Agreement shall commence as of the Effective Date and continue to and including _____, 2029. The expiration of the term of this Agreement shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Aviano Farms may have that exist independently of this Agreement and derive from common law vesting or other laws or regulations of the State or the City.

ARTICLE 2
COVENANTS OF AVIANO FARMS

2.1. Obligations of Aviano Farms Generally. Aviano Farms shall have no obligation to proceed with, or complete the Aviano Farms Project at any particular time or at all. However, if Aviano Farms proceeds, it shall comply the Applicable Law, as defined below in Section 2.2.

2.2. Applicable Law. The rules, regulations, and official policies governing permitted uses of the Property, density and improvement requirements applicable to development of the Property shall be the ordinances, rules, regulations, and official policies in force on the Effective Date (collectively, the "**City Regulations**"), except as otherwise expressly provided in the Project Approvals or this Agreement. The law applicable to the Project shall be (a) the City Regulations, (b) the Project Approvals and (c) this Agreement (collectively, the "**Applicable Law**"). If there is a conflict between this Agreement and the City Regulations or Project Approvals, this Agreement shall control. If there is a conflict between the Project Approvals and the City Regulations, the Project Approvals shall control.

2.3. Development Fees. Aviano Farms shall pay when due all applicable development fees in effect and at the rates and in the amounts applicable at the time of payment unless otherwise stated herein. Aviano Farms has agreed to complete certain improvements required by the Project Approvals to Hillcrest Avenue, Sand Creek Road and Dozier Libby Road as described in the Project Approvals, and shall therefore not be subject to any existing or future adopted traffic impact fees or any other fees related to roadway improvements.

In addition, Aviano Farms shall pay processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City of processing applications for Subsequent Approvals or for monitoring compliance with and review submittals for any Subsequent Approvals, as such fees and charges are adjusted from time to time. The foregoing notwithstanding, no fees other than processing fees shall be due before approval of the final map, unless earlier payment is expressly required by the Project Approvals.

2.4. Construction and Timing of Improvements. Aviano Farms shall construct the improvements required by, and more particularly described in, the conditions of approval contained in Exhibit B. Aviano Farms shall perform the work in accordance with the standards and specifications established by Applicable Law. To the extent there are no such standards or specifications, the work shall be performed in accordance with industry standards and in good and workmanlike manner, as approved by the City Engineer.

The Parties acknowledge that the project may be built in phases different from those set forth in the Preliminary Phasing Plan attached in Exhibit B. The timing of certain improvements set forth in the conditions of approval were based on the Preliminary Phasing Plan. If the City

Engineer approves changes to the phasing of the Project from that in the Preliminary Phasing Plan in a manner that impacts the timing for the construction of the improvements set forth therein, the City Engineer has the authority to change the timing for those improvements to be consistent with the changes to the phasing. Such changes will automatically be incorporated into the Project Approvals and will not require an amendment to the Project Approvals, including this Agreement.

2.5. Subdivision and Other Agreements; Multiple Final Maps. Aviano Farms shall execute and perform its obligations as set forth in any Subdivision Improvement Agreements required or permitted by Applicable Law to obtain approval of final maps. Aviano Farms may file multiple final maps in accordance with 3.5 below.

2.6. Design Review. The Project Approvals do not include design review approval, which Aviano Farms has yet to obtain. Aviano Farm's design review applications and submittals shall be consistent with the design review guidelines in effect at the time of their application to the extent such guidelines are consistent with the Project Approvals. The designs shall continue to incorporate a level of quality craftsmanship consistent with other De Nova Homes projects completed in similar regional markets.

2.7. Design and Construction of Sand Creek Road. Aviano Farms shall design, construct and install improvements to Sand Creek Road as more particularly described in the conditions of approval attached in Exhibit B.

2.8. Sewer Line Improvements. Aviano Farms shall design and obtain rights-of-way and easements at its sole cost in order to construct the major sewer trunk line in portions of Heidorn Ranch Road to a location through the neighboring property to the east to connect to the Project as more particularly described in the conditions of approval attached in Exhibit B ("**Sewer Line Improvements**"). Upon acceptance by the City, the Sewer Line Improvements shall be maintained by City.

2.9. Parks, Trail Improvements and Landscaped Areas. Aviano Farms shall, at its cost and expense, design, construct and dedicate to the City, Parcel L, as an expansion to the existing Chaparral Park as more particularly described in the conditions of approval attached in Exhibit B ("**Parcel L Park**"). Upon acceptance by the City, the Parcel L Park shall be owned by the City and maintained by the Lighting and Landscaping District. Aviano Farms shall also construct the Sand Creek Regional Trail as more particularly described in the conditions of approval attached in Exhibit B ("**Trail Improvements**"). Upon acceptance by the City, the Trail Improvements shall be maintained by the City. Aviano Farms shall, at its cost expense, design and construct other park and landscaped areas as more particularly described in the conditions of approval attached in Exhibit B. The park identified on Parcel P shall also be designed and landscaped by Aviano Farms and may either be: 1) dedicated to and maintained by the Homeowners Association, or 2) dedicated to the City and maintained by the City through the Lighting and Landscape District ("**Parcel P Park**"). The City shall take into consideration Aviano Farm's construction and dedication of the Parcel L Park, Trail Improvements and Park P Park (and other applicable park/landscaped areas) in determining credits against the park fees applicable to the Project.

2.10. Irrevocable Offer of Dedication. Prior to the approval of the last final map, Aviano Farms shall irrevocably offer to dedicate to City a 60-foot wide strip of land, approximately 2.5 acres in size south of the intersection of Sand Creek Road and "B" Street running south through

Parcels "Q" and "R," as more particularly described in the conditions of approval attached in Exhibit B.

2.11. Homeowners Association. Aviano Farms shall establish a Homeowners Association ("**HOA**") for the Project in conformance with the regulations set forth by the State Bureau of Real Estate as more particularly described in the conditions of approval attached in Exhibit B. In the CC&Rs that are submitted to the Bureau of Real Estate for review and approval, Aviano Farms shall include the following:

2.11.1 A provision informing homeowners of their obligation to secure a business license before a home can be rented as required by Municipal Code Section 3-1.217.

2.11.2 A requirement that front yards be adequately maintained and allows the HOA, or the City as third-party beneficiary, to enforce this maintenance requirement if a homeowner fails to maintain front yards in accordance with the CC&Rs.

2.12. RDA Approval and Application of Development Impact Fee Ordinance. On March 11, 2014, pursuant to Ordinance No. 2079-C-S, the City Council enacted a development impact fee ordinance and also repealed its residential development allocation ordinance ("**Development Impact Fees Ordinance**"). Aviano Farms shall abide by the newly enacted Development Impact Fees Ordinance except as may be specifically provided in the Project Approvals and specifically Section 2.3 of this Agreement, and the City agrees it will not enforce the RDA Approval as set forth in Recital D.3 on Aviano Farms.

2.13. Police Services Funding.

2.13.1 Formation of a Financing Mechanism. In order to assist the City in meeting a police force level within a range of 1.2 to 1.5 officers per 1,000 residents as set forth in Performance Standard 3.5.3.1 of the General Plan, at the direction of the City, Aviano Farms shall create on the Property, a land based financing mechanism in the form of a community facilities district or other means ("**Financing Mechanism**"). The City and Aviano Farms shall work cooperatively in forming the Financing Mechanism. The costs for forming the Financing Mechanism, including consultant costs, shall be paid by Aviano Farms ("**Formation Costs**"). It is the intent of the City to require other properties, as they develop, to annex into this Financing Mechanism. For those properties that will be required to annex into the Financing Mechanism, the City shall require, by imposing a condition of approval, inserting a requirement in a development agreement or otherwise, an obligation on that property owner to reimburse Aviano Farms for that property owner's fair share of the Formation Costs. The City shall require this reimbursement obligation to occur at the earlier of the filing of a final map or issuance of a building permit on the effected property. The City shall collect the reimbursement amount on behalf of Aviano Farms and distribute that amount to Aviano Farms. Aviano Farms shall provide the Formation Costs, with supporting documentation, to the City.

2.13.2 Financial Obligation for Aviano Farms. The amount of the financial obligation through the Financing Mechanism for the Property shall not exceed an initial amount of \$445.00 per lot (calculated as 1.35 officers per 1,000 resident under Performance Standard 3.5.3.1 of the General Plan), with annual increases based on the Consumer Price Index for the San Francisco Bay Area. The requirements of this Section 2.13 shall be waived if the City imposes a special tax or other form of revenue generation on all City residents dedicated specifically for the

purpose of funding police services, which shall not include the business license tax approved by voters in 2014 (Measure O) or any additional sales tax or extension of such sales tax.

2.14. MOU and Declaration of Covenant. Aviano Farms acknowledges that it is obligated to compensate Kaiser for potential diminution in value that Kaiser asserts resulted in the realignment of Sand Creek Road, and reimburse AUSD for its cost associated with construction of temporary improvements it made to serve its property and construct or reimbursement AUSD for certain permanent school improvements and comply with any other obligations as owner of the Property, at such time and as set forth in the Declaration of Covenant and MOU. If Aviano Farms enters into separate agreements with Kaiser and AUSD to satisfy Aviano Farms' potential obligations under the MOU and Declaration of Covenant if needed, the City shall cooperate with Aviano Farms to provide and record the necessary documentation to recognize the separate agreements. This Agreement is not intended to and does not modify any term or provision of the MOU or Declaration of Covenant.

ARTICLE 3 COVENANTS OF THE CITY

3.1. Obligations of City Generally. The City shall act in good faith to accomplish the intent of this Agreement, to protect Aviano Farm's vested rights provided by this Agreement, and to ensure this Agreement remains in full force and effect. City shall cooperate with Aviano Farms so that it receives the benefits of and the rights vested by this Agreement, including prompt and timely action and assistance in (a) forming a Communities Facilities District(s) or other appropriate financing district(s) or mechanisms, and (b) obtaining from other governmental entities necessary or desirable permits or other approvals for the Project.

3.2. Eminent Domain. Aviano Farms shall purchase any and all real property interests necessary to allow it to construct the public improvements required by the Project Approvals (including access and other permanent improvements for the School) and Subsequent Approvals. In the event that an affected property owner has rejected an offer by Aviano Farms, based upon fair market value as determined by an appraisal prepared by a City-approved appraiser in cooperation with City, Aviano Farms may request City assistance. Provided that Aviano Farms provides adequate funding and enters into an agreement with the City setting forth the terms of City's obligations, in a form approved by City in its reasonable discretion. City shall promptly and timely negotiate and seek the purchase of the necessary property, including the possible consideration of City's use of its power of eminent domain to acquire such real property interests. Aviano Farms shall pay all costs associated with such acquisition or condemnation proceedings. Nothing herein is intended to or shall prejudice or commit City regarding any findings and determinations required to be made in connection with adoption of a resolution of necessity.

3.3. Vested Development Rights. The City confirms and grants to Aviano Farms the vested right to develop the Property in accordance with the Project Approvals, Subsequent Approvals and this Agreement. This Agreement shall be enforceable as set forth in Section 9.2 below.

3.4. Permitted Uses. The permitted uses of the Property; the density and intensity of use of the Property; the maximum height, bulk and size of buildings, except as such may be limited by any design review approvals yet to be obtained; and provisions for reservation or dedication of land for public purposes are as set forth in the Project Approvals, which City confirms and vests by this

Agreement. City shall not require Aviano Farms to reserve or dedicate land for public purposes except as expressly required by the Project Approvals.

3.5. Life of Vesting Tentative Subdivision Map. By approval of this Agreement, City extends and vests the term of the Revised Vesting Tentative Map approved by Resolution No. 2015/68 for the term of this Agreement (including any subsequent extensions). The term of this Agreement and of the Revised Vesting Tentative Map shall be extended automatically by a time period equal to the sum of any periods of time during which a development moratorium, as defined in Section 66452.6(f) of the Subdivision Map Act (the "**Map Act**"), is in effect. The term of each Project Approval and any other permit issued by City in conjunction with the Revised Vesting Tentative Map as provided in Section 66452.12 of the Map Act shall expire no sooner than (a) the Revised Vesting Tentative Map or (b) the term otherwise applicable to the Project Approval or permit if this Agreement were not in effect, whichever occurs later. The City shall not require Aviano Farms to enter into any subdivision or other agreement that is inconsistent with this Agreement or the Project Approvals or that requires more work than is required by them, provided however that the Parties agree and understand that Aviano Farms will be required to enter into subdivision improvement agreements as set forth in 2.5 above. The City shall allow Aviano Farms to file multiple final maps, if Aviano Farms desires, in accordance with Section 66456.1 of the Map Act.

3.6. City's Reservations of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property;

3.6.1 Regulations regarding processing fees and charges, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

3.6.2 Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

3.6.3 Regulations governing construction standards and specifications, including (a) City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, (b) all uniform construction codes applicable in City at the time of building permit issuance, and (c) design and construction standards for road and storm drain facilities; provided any such regulation has been adopted and uniformly applied by City on a citywide basis and has not been adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

3.6.4 New City ordinances and regulations that may be in conflict with this Agreement or the Project Approvals but that are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, why there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition. Changes in laws, regulations, plans or policies that are specifically mandated and required by changes in state or federal laws or regulations that require such to apply to the Project.

3.6.5 Notwithstanding anything to the contrary provided herein, as provided in the Statute at Section 65869.5; "In the event that state or federal law or regulations, enacted after [this Agreement] has been entered into, prevent or preclude compliance with one or more provisions of [this Agreement], such provisions of [this Agreement] shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations."

3.6.6 Notwithstanding anything to the contrary provided herein, Aviano Farms shall have the right to challenge in court any City ordinance, policy, regulation or standard that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement.

ARTICLE 4 AMENDMENT

4.1. Amendment to Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Approvals (hereafter in the ARTICLE 4, an "**Approval**") may, from time to time, be amended or modified in the following manner;

4.1.1 Administrative Project Amendments. Upon the written request of Aviano Farms for an amendment or modification to an Approval, the Director of Community Development, or his/her designee (collectively "**Authorized Official**") shall determine; (i) whether the requested amendment or modification is minor when considered in light of the Project Approvals as a whole; and (ii) whether the requested amendment or modification is substantially consistent with Applicable Law. If the Authorized Official finds that the proposed amendment or modification is minor, substantially consistent with Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an "**Administrative Project Amendment**" and the Authorized Official may, except to the extent otherwise required by law, approve the Administrative Project Amendment, following consultation with other relevant City staff, without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, non-substantial reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the design and location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project Approvals, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

4.1.2 Non-Administrative Amendments. Any request of Aviano Farms for an amendment or modification to an Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

4.1.3 Amendment Exemptions. Amendment of an Approval requested by Aviano Farms shall not require an amendment to this Agreement. Instead, the amendment automatically shall be deemed to be incorporated into the Project Approvals and vested under this Agreement.

4.2. Amendment of This Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

4.2.1 Administrative Amendments. The City Manager and City Attorney are authorized on behalf of the City to enter into any amendments to this Agreement other than amendments which substantially affect (i) the term of this Agreement (excluding extensions of time for performance of a particular act), (ii) permitted uses of the Property, (iii) provisions for the reservation or dedication of land, (iv) the density or intensity of use of the Property or the maximum height or size of proposed buildings, or (v) monetary payments by Aviano Farms. Such amendments ("**Administrative Agreement Amendment**") shall, except to the extent otherwise required by law, become effective without notice or public hearing.

4.2.2 Non-Administrative Amendments. Any request of Aviano Farms for an amendment or modification to this Agreement which is determined not to be an Administrative Agreement Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

ARTICLE 5 ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

5.1. Assignment of Interests, Rights and Obligations. Nothing herein limits the right of Aviano Farms to freely alienate or transfer all or any portion of the Property. However, Aviano Farms may only transfer or assign all or any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto (a "**Transfer**"), subject to the requirements for City's consent set forth in this ARTICLE 5, to a third party who acquires an interest or estate in the Property or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or improvements (a "**Transferee**").

5.2. Transfer Agreements.

5.2.1 Written Agreement. In connection with a Transfer by Aviano Farms (other than a Transfer by Aviano Farms to an Affiliated Party (as defined below), to a Mortgagee (as defined below in 5.4) or to a Home Purchaser (as defined below in 5.3), Aviano Farms and the Transferee shall enter into a written agreement (a "**Transfer Agreement**"), with City's consent in writing to the Transfer, regarding the respective interests, rights and obligations of Aviano Farms and the Transferee in and under the Agreement and the Project Approvals. Such Transfer Agreement may (i) release Aviano Farms from obligations under the Agreement or the Project Approvals that pertain to that portion of the Project being transferred, as described in the Transfer Agreement, provided that the Transferee expressly assumes such obligations, (ii) transfer to the Transferee vested rights to improve and use that portion of the Project being transferred, and (iii) address any other matter deemed by Aviano Farms to be necessary or appropriate in connection with the transfer or assignment. Aviano Farms shall notify the City in writing that it plans to execute a Transfer Agreement at least 60 days in advance of the execution date and provide City with such information as may be required by City to demonstrate the Transferee's qualifications and financial ability to complete the Project. City shall have 30 days from the date of such notice to review the information and provide a determination to Aviano Farms. City may withhold its consent if the City reasonably determines that the Transferee, or an entity with similar or related ownership or control as Transferee, has been a party to litigation filed against the City or if the Transferee lacks the financial ability to complete the Project. If City consents to the Transfer, Aviano Farms shall be released from its obligations as provided in the Transfer Agreement. If City does not consent to the Transfer, City shall provide its reasons in writing and shall meet with Aviano Farms in good faith to determine what additional information may be necessary for City to provide its consent. An "**Affiliated Party**" is defined as any corporation, limited liability company,

partnership or other entity which is controlling of, controlled by, or under common control with Aviano Farms, and "control," for purposes of this definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

5.2.2 Binding. Any Transfer Agreement shall be binding on Aviano Farms, the City and the Transferee, but shall not release Aviano Farms absent express language in the Transfer Agreement. Upon recordation in the Official Records of Contra Costa County of any Transfer Agreement, Aviano Farms shall be released from those obligations assumed by the Transferee therein, subject to the provisions of 5.2.1 above.

5.3. Home Purchaser. The burdens, obligations and duties of Aviano Farms under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor the City's consent shall be required in connection with, any single-family residence conveyed to a purchaser or leased for a period in excess of one year. The Transferee in such a transaction and its successors ("**Home Purchaser**") shall be deemed to have no obligations under this Agreement.

5.4. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("**Mortgage**"). The foregoing notwithstanding, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to the City's remedies to terminate the rights of Aviano Farms and its successors and assigns under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

5.4.1 Mortgagee Not Obligated. The provisions of 5.4 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals.

5.4.2 Notice of Default to Mortgagee. If the City receives a written notice from a Mortgagee or from Aviano Farms requesting a copy of any notice of default given Aviano Farms and specifying the address for notice, then the City shall deliver to the Mortgagee at the Mortgagee's cost, concurrently with delivery to Aviano Farms, any notice with respect to any claim by the City that Aviano Farms committed an event of default. Each Mortgagee shall have the right during the same period available to Aviano Farms to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. The City Manager is authorized on behalf of the City to grant to the Mortgagee an extension of time to cure or remedy, not to exceed an additional 60 days.

ARTICLE 6
COOPERATION IN THE EVENT OF LEGAL CHALLENGE AND INDEMNITY

6.1 Aviano Farms shall defend, indemnify, and hold harmless the City from any legal action brought by any third party concerning: (i) the validity, legality, or constitutionality of any term, condition, obligation, fee, dedication, or exaction required or imposed on the Property subject to this Agreement; (ii) the procedures utilized in or the sufficiency of the environmental review associated with this Agreement; and (iii) the implementation of this Agreement through such further actions, measures, procedures, and approvals as are necessary to satisfy the Agreement's requirements concerning the Property subject to this Agreement. Aviano Farms shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not unreasonably be withheld. Aviano Farms shall be exclusively responsible for paying all costs, damages, attorney fees, and other court-ordered compensation awarded to any third party (whether awarded against the City, Aviano Farms, or any other party) in any legal action in which Aviano Farms' duties to defend, indemnify, and hold the City harmless arise under this Paragraph. City shall promptly notify Aviano Farms of any action filed and the Parties shall cooperate fully in the defense of any such action.

The parties expressly recognize that the obligations stated in this Paragraph do not require or contemplate that Aviano Farms shall indemnify or hold harmless or be responsible for any error, omission, intentional act, negligent act, or default of, or any injury caused by, any homeowners association or any City department or dependent special district that is formed by, or that receives funding, as a result of any term or condition of this Agreement. Nor shall Aviano Farms be required to defend, indemnify, or hold the City harmless for or from any legal action by a third party challenging the City's legal authority to impose any condition, obligation, fee, dedication, or exaction on projects or properties other than the Property which is the subject of this Agreement.

6.2 In entering into this Agreement, Aviano Farms expressly recognizes that its sole right to sue the City concerning this Agreement shall arise, if at all, for default of the Agreement as provided in Article 7 below. Aviano Farms releases and waives all claims it may have against the City concerning the validity, legality, or constitutionality of any term, condition, obligation, fee, dedication, or exaction required or imposed on the Property subject to this Agreement.

6.3 Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

ARTICLE 7
DEFAULT; TERMINATION; ANNUAL REVIEW

7.1. Default.

7.1.1 Remedies In General; No Damages. City and Aviano Farms agree that, as part of the bargained for consideration of this Agreement, in the event of default by either Party,

the only remedy shall be declaratory relief or specific performance of this Agreement. In no event shall either Party, or any of their officers, agents, representatives, officials, employees or insurers, be liable to the other Party for damages, whether actual, consequential, punitive or special, for any breach or violation of this Agreement. The Parties agree that any action or proceeding to cure, correct or remedy any default or to enforce any covenant or promise under this Agreement shall be limited solely and exclusively to the remedies expressly provided. Following notice and expiration of any applicable cure periods and completion of the dispute resolution process set forth in ARTICLE 8 below, either Party may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. As noted above, in no event shall either Party be liable for any damages. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

7.1.2 Cure Period. Subject to extensions of time by mutual consent in writing of the Parties, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a default. In the event of any alleged default of any term, condition, or obligation of this Agreement, the Party alleging such default shall give the defaulting Party notice in writing specifying the nature of the alleged default and the manner in which such default may be satisfactorily cured ("**Notice of Breach**"). The defaulting Party shall cure the default within 30 days following receipt of the Notice of Breach, provided, however, if the nature of the alleged default is non-monetary and such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a default shall exist under this Agreement and (he non-defaulting Party may exercise any of the remedies available.

7.1.3 Procedure for Default by Aviano Farms. If Aviano Farms is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and the dispute resolution process set forth in ARTICLE 8 below. City may institute legal proceedings against Aviano Farms pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Aviano Farms pursuant to California Government Code Section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review at a duly noticed and conducted public hearing in the manner set forth in Government Code Sections 65865, 65867 and 65868 by the City Council within 60 calendar days following the date of delivery of such notice (the "**Default Hearing**"). Aviano Farms shall have the right to offer written and oral testimony prior to or at the time of said public hearing. If the City Council determines that a default has occurred and is continuing, and elects to terminate the Agreement, City shall give written notice of termination of the Agreement to Aviano Farms by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Aviano Farms files an action to challenge City's termination of the Agreement within such 30-day period, then the Agreement shall remain in full force and effect until a trial court has affirmed City's termination of the Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). This Section shall not be interpreted to constitute a waiver of section 65865.1 of the Government Code, but merely to provide a procedure by which the Parties may take the actions set forth in Section 65865.1.

7.1.4 Procedure for Default by City. If the City is alleged by Aviano Farms to be in default under this Agreement, then after notice and expiration of the cure period and completion of the dispute resolution procedures below, Aviano Farms may enforce the terms of this Agreement by an action at law or in equity, subject to the limitations set forth above.

7.2. Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, or a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, enactment or imposition against the Project of any moratorium, or any time period for legal challenge of such moratorium by Aviano Farms, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Litigation attacking the validity of this Agreement or any of the Project Approvals, Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than the City necessary for the development of the Project pursuant to this Agreement, or Aviano Farms' inability to obtain materials, power or public facilities (such as water or sewer service) to the Project, shall be deemed to create an excusable delay as to Aviano Farms. Upon the request of either Party, an extension of time for the performance of any obligation whose performance has been so prevented or delayed shall be memorialized in writing. The City Manager is authorized on behalf of the City to enter into such an extension. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon.

7.3. Annual Review. Throughout the term of this Agreement, at least once every 12 months, Aviano Farms shall provide City with a written report demonstrating its good-faith compliance with the terms of this Agreement (the "**Written Report**"). City's City Manager and City Attorney shall review the Written Report to determine whether Aviano Farms is in good-faith compliance with the terms of the Agreement and, if they have concerns about Aviano Farms' compliance, shall schedule a review before the City Council (the "**Periodic Review**"). At least 10 days prior to the Periodic Review, the City shall provide to Aviano Farms a copy of any staff reports and documents to be used or relied upon in conducting the review (and, to the extent practical, related exhibits) concerning Aviano Farms' performance. Aviano Farms shall be permitted an opportunity to respond to the City's evaluation of Aviano Farms' performance, either orally at a public hearing or in a written statement, at Aviano Farms' election. If before the public hearing, such response shall be directed to the Community Development Director. At the conclusion of the Periodic Review, the City Council shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Aviano Farms has complied in good faith with the terms and conditions of this Agreement. If the City Council finds and determines, based on substantial evidence, that Aviano Farms has not complied with such terms and conditions, the City Council may initiate proceedings to terminate or modify this Agreement, in accordance with Government Code Section 65865.1, by giving notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. If after receipt of the Written Report, the City does not (a) schedule a Periodic Review within two months, or (b) notify Aviano Farms in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Aviano Farms has complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

7.4. Notice of Compliance. Within 30 days following any written request which Aviano Farms or a Mortgagee may make from time to time, the City shall execute and deliver to the requesting party (or to any other party identified by the requesting party) a written "**Notice of**

Compliance", in recordable form, duly executed and acknowledged by the City, that certifies: (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of the modifications; (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any default; and (c) any other information reasonably requested by Aviano Farms or the Mortgagee. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the City that this Agreement is in full force and effect without modification except as may be represented by Aviano Farms and that there are no uncured defaults in the performance of Aviano Farms, except as may be represented by Aviano Farms. Aviano Farms shall have the right, in its sole discretion, to record the Notice of Compliance.

ARTICLE 8 DISPUTE RESOLUTION

8.1. Dispute; Confidentiality. Any controversy or dispute arising out of or related to this Agreement, or the development of the Project (a "**Dispute**"), shall be subject to private negotiation among the Parties, and if then not resolved shall be subject to non-binding mediation followed by litigation, if necessary, as set forth below. Each Party agrees that any Dispute, and all matters concerning any Dispute, will be considered confidential and will not be disclosed to any third-party except (a) disclosures to a Party's attorneys, accountants, and other consultants who assist the Party in the resolution of the Dispute, (b) as provided below with respect to the mediation, and (c) as otherwise required by law, including without limitation, the California Public Records Act.

8.2. Private Negotiation. If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within 30 days from a written request for a negotiation, then the Dispute shall be submitted to mediation pursuant to 8.3.

8.3. Mediation. Within 15 days following the written request to negotiate, either Party may initiate non-binding mediation (the "**Mediation**"), conducted by JAMS/Endispute, Inc. ("**JAMS**") or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if the Parties cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 days after the Mediator is selected, or a longer period as the Parties and the mediator mutually decide. If the Dispute is not fully resolved by mutual agreement of the Parties within 15 days after completion of the Mediation, then either Party may commence an action in state or federal court. The Parties shall bear equally the cost of the mediator's fees and expenses, but each Party shall pay its own attorneys' and expert witness fees and any other associated costs.

8.4. Injunction. Nothing in this ARTICLE 8 shall limit a Party's right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

**ARTICLE 9
MISCELLANEOUS**

9.1. Defined Terms; Citations. The capitalized terms used in this Agreement, unless the context obviously indicates otherwise, shall have the meaning given them in this Agreement. Except as otherwise expressly stated, all citations are to the Government Code of the State of California.

9.2. Enforceability. As provided in Section 65865.4, this Agreement shall be enforceable by either Party notwithstanding any change enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or resolution or other rule, regulation or policy adopted by the City that changes, alters or amends the ordinances, rules, regulations and policies included in the Applicable Law, except as this Agreement may be amended or canceled pursuant to Section 65868 or modified or suspended pursuant to Section 65869.5.

9.3. Other Necessary Acts. Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals or this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

9.4. Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to this Agreement or the Project Approval, as it may be amended from time to time. This Agreement has been reviewed and revised by legal counsel for both the City and Aviano Farms, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

9.5. Covenants Running with the Land. Subject to the Transfer provisions in ARTICLE 5, all of the provisions contained in this Agreement shall be binding upon and benefit the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of, or interest in, the Property, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property and is for the benefit of and binding upon the owner, Aviano Farms, and each successive owner of all or a portion of the Property, during its ownership of such property.

9.6. Attorneys' Fees. If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post-judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party which is determined in the proceeding to have prevailed or which prevails by dismissal, default or otherwise.

9.7. No Agency, Joint Venture or Partnership. The City and Aviano Farms disclaim the existence of any form of agency relationship, joint venture or partnership between the City and Aviano Farms. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as creating any relationship other than a contractual relationship between the City and Aviano Farms.

9.8. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns subject to the express provisions relating to successors and assigns, and no other party other than a Mortgagee will have any rights, interest or claims or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

9.9. Notices. All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes: (A) upon receipt on any City business day before 5:00 PM local time and on the next City business day it received after 5:00 PM or on other than a City business day, including without limitation, in the case of (i) personal delivery, or (ii) delivery by messenger, express or air courier or similar courier, or (B) five days after being duly mailed certified mail, return receipt requested, postage prepaid, all addressed as follows:

If to City: City of Antioch
Attention: City Manager
200 H Street
Antioch, CA 94509
Telephone: (925) 779-7011
Facsimile: (925) 779-7003

With a mandatory copy to: City Attorney
City of Antioch
200 H Street
Antioch, CA 94509
Telephone: (925) 779-7015
Facsimile: (925) 779-7003

If to Aviano Farms: Aviano Farms, LLC
Attention: Dave Sanson
1500 Willow Pass Court
Concord, CA 94520
Telephone: (925) 852-0548
Facsimile: (925) 685-0660

With a mandatory copy to: Wendel, Rosen, Black & Dean LLP
Attention: Patricia E. Curtin
1111 Broadway, 24th Floor
Oakland, CA 94607-4036
Telephone: (510) 834-6600
Facsimile: (510) 808-4730

In this Agreement "City business days" means days that the Antioch City Hall is open for business and does not currently include Fridays, Saturdays, Sundays, and federal and state legal holidays. Either Party may change its address by written notice to the other on five business days' prior notice in the manner set forth above. Receipt of communication by facsimile shall be sufficiently evidenced by a machine-generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving Party shall promptly notify the transmitting Party of any transmission problem and the transmitting Party shall promptly resend any affected pages.

9.10. Entire Agreement and Exhibits. This Agreement constitutes in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter of this Agreement. No oral statements or prior written matter not specifically incorporated in this Agreement shall be of any force and effect. No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing approved by the City and Aviano Farms. The following exhibits are attached to this Agreement and incorporated for all purposes:

- Exhibit A Property Description described in Recital B.
- Exhibit B Aviano Farms Project Approvals described in Recital G.
- Exhibit C Ordinance approving this Agreement described in Recital P.

9.11. Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals.

9.12. Recordation of Development Agreement. Pursuant to Section 65868.5, no later than ten days after the City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Contra Costa.

This Agreement has been entered into by and between Aviano Farms and the City as of the Effective Date.

CITY:

City of Antioch, a municipal corporation

AVIANO FARMS:

Aviano Farms, LLC, a California limited liability company

By: _____
Dave Sanson, President

APPROVED AS TO FORM:

By: _____

APPROVED AS TO FORM:

Wendel, Rosen, Black & Dean LLP

A20

Special Counsel to City

By: _____

Attorneys for Aviano Farms

ATTEST:

By: _____

City Clerk

ATTACHMENT "B"

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE TO MODIFY THE PLANNED DEVELOPMENT DISTRICT (PD) DEVELOPMENT STANDARDS (APNs 057-050-022, 057-030-005)

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

Section 1: The City Council determined on September 8, 2015 that, pursuant to Section 15164 of the Guidelines of the California Environmental Quality Act, that the appropriate environmental document for the project is an Addendum to the Environmental Impact Report for the Aviano Adult Community Project.

Section 2: At its regular meeting of August 5, 2015, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property to modify the Planned Development District (PD) development standards.

Section 3: The real property described in Exhibit A, attached hereto, is hereby rezoned to modify the Planned Development District (PD) design standards.

Section 4: The development standards, as defined below, for the subject property (APNs 057-050-022, 057-030-005), known as the Aviano Farms Project, are herein incorporated into this ordinance, and are binding upon said property.

Development Standards for the Proposed Aviano Farms Planned Development District (PD-14-01)

Standard	Standard R-4 Zoning	Proposed PD Zoning
Maximum Density	4 dwelling units per gross developable acre	3.14 dwelling units per gross developable acre
Maximum Number of Units	802	533
Minimum Lot Size	6,000 sq. ft.	5,000 s.f.
Minimum Lot Width	Interior lot: 60 feet Corner lot: 65 feet	All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way
Minimum Front Yard Setbacks	20 ft (reserved for landscaping only, excluding driveways)	15 ft (reserved for landscaping only, excluding driveways)
Minimum Side Yard Setbacks	Interior lot: 5 feet Corner lot: 10 feet (reserved for landscaping only) For at least 25% of the lots in a given subdivision, one side yard	Interior lot: 5 feet Corner lot: 10 feet (reserved for landscaping only)

Standard	Standard R-4 Zoning	Proposed PD Zoning
	of an interior lot shall be 10 feet in width and the other side yard can be five feet. The 10 foot side yard area shall remain as unrestricted open area. This shall also apply to 100% of the two-story single-family residential lots.	
Minimum Rear Yard Setbacks	20 feet	15 feet
Accessory Structure Setbacks	Interior lot: side yard and rear yard setback is zero (unless double frontage lot). Corner lot: street side yard is 20 feet and rear /interior side yard is zero Double frontage lot: 10-foot rear yard.	Interior lot: side yard and rear yard setback is zero (unless double frontage lot). Corner lot: street side yard is 20 feet and rear /interior side yard is zero Double frontage lot: 10-foot rear yard.
Maximum Building Height	35 feet	35 feet with the exception of the recreation center
Maximum Lot Coverage	40%	50%
Parking and Driveways	20-foot setback to garage provides off-street parking (at least two spaces). One on-street parking space must be provided in front of each house (at least 20 feet of vertical curb with exceptions for cul de sacs).	20-foot setback to garage. One 20' long on-street parking space must be provided in front of each house with the exception of corner lots with less than 65 feet in width where a 20 foot parking space may be constructed on the street side yard.
Landscape Requirements	30-foot landscaped setback on arterial streets (Hillcrest Ave., Sand Creek Road)	The landscaped setbacks from arterial streets (Hillcrest Avenue and Sand Creek Road) shall be as shown on the project's tentative map dated July 13, 2015.

Section 5: The City Council finds that the public necessity requires the proposed zone change modifying the development standards, that the subject property is suitable to the use permitted in the proposed zone change, that said permitted use is not detrimental to the surrounding property, and that the proposed zone change modifying the development standards is in conformance with the Antioch General Plan.

Section 6: This Ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I **HEREBY CERTIFY** that the foregoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 8th day of September, 2015. and passed and adopted at a regular meeting thereof, held on the 22nd day of September, 2015.

AYES:

NOES:

ABSENT:

MAYOR OF THE CITY OF ANTIOCH

ATTEST:

CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

AUGUST 14, 2015
JOB NO.: 514-072

**LEGAL DESCRIPTION
AVIANO PROPERTY
ANTIOCH, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCELS OF LAND:

1. THAT PARCEL OF LAND DESCRIBED IN THE DEED FROM MARY A. SHANNON, ET AL, TO R.T. WHITEHOUSE DATED SEPTEMBER 29, 1888 AND RECORDED OCTOBER 5, 1888 IN VOLUME 52 OF DEEDS AT PAGE 273, AS FOLLOWS:

"A NARROW STRIP OF LAND CONTAINING ABOUT ONE-HALF ACRE MORE OR LESS AND SITUATED SOUTH OF AND ADJACENT TO THE LINE OF DIVISION FENCE BETWEEN THE LANDS OF THE PARTIES HERETO AND BEING ON THE SOUTHWEST QUARTER OF SECTION NINE, TOWNSHIP ONE NORTH OF RANGE TWO EAST, MOUNT DIABLO MERIDIAN."

2. THAT PARCEL OF LAND DESCRIBED IN THE DEED TO CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED JUNE 2, 1995 AS INSTRUMENT NO. 1995-87820 OF OFFICIAL RECORDS.

3. THAT PARCEL OF LAND DESCRIBED IN THE DEED TO CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED APRIL 1, 1996 AS INSTRUMENT NO. 1996-58288 OF OFFICIAL RECORDS.

4. THAT PARCEL OF LAND DESCRIBED IN THE DEED TO ANTIOCH UNIFIED SCHOOL DISTRICT, RECORDED MAY 11, 2006, INSTRUMENT NO. 2006-148904 OF OFFICIAL RECORDS.

5. THAT PARCEL OF LAND DESCRIBED IN THE DEED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, RECORDED SEPTEMBER 14, 2007, INSTRUMENT NO. 2007-0260377 OF OFFICIAL RECORDS.

6. THAT PARCEL OF LAND DESCRIBED IN THE DEED TO CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA RECORDED OCTOBER 11, 2011, INSTRUMENT NO. 2011-210349 OF OFFICIAL RECORDS.

LEGAL DESCRIPTION
PAGE 2 OF 2

AUGUST 14, 2015
JOB NO.: 514-072

7. THAT PARCEL OF LAND DESCRIBED IN THE DEED TO CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA RECORDED JULY 19, 2011, INSTRUMENT NO.
2011-142295 OF OFFICIAL RECORDS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

PRELIMINARY

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

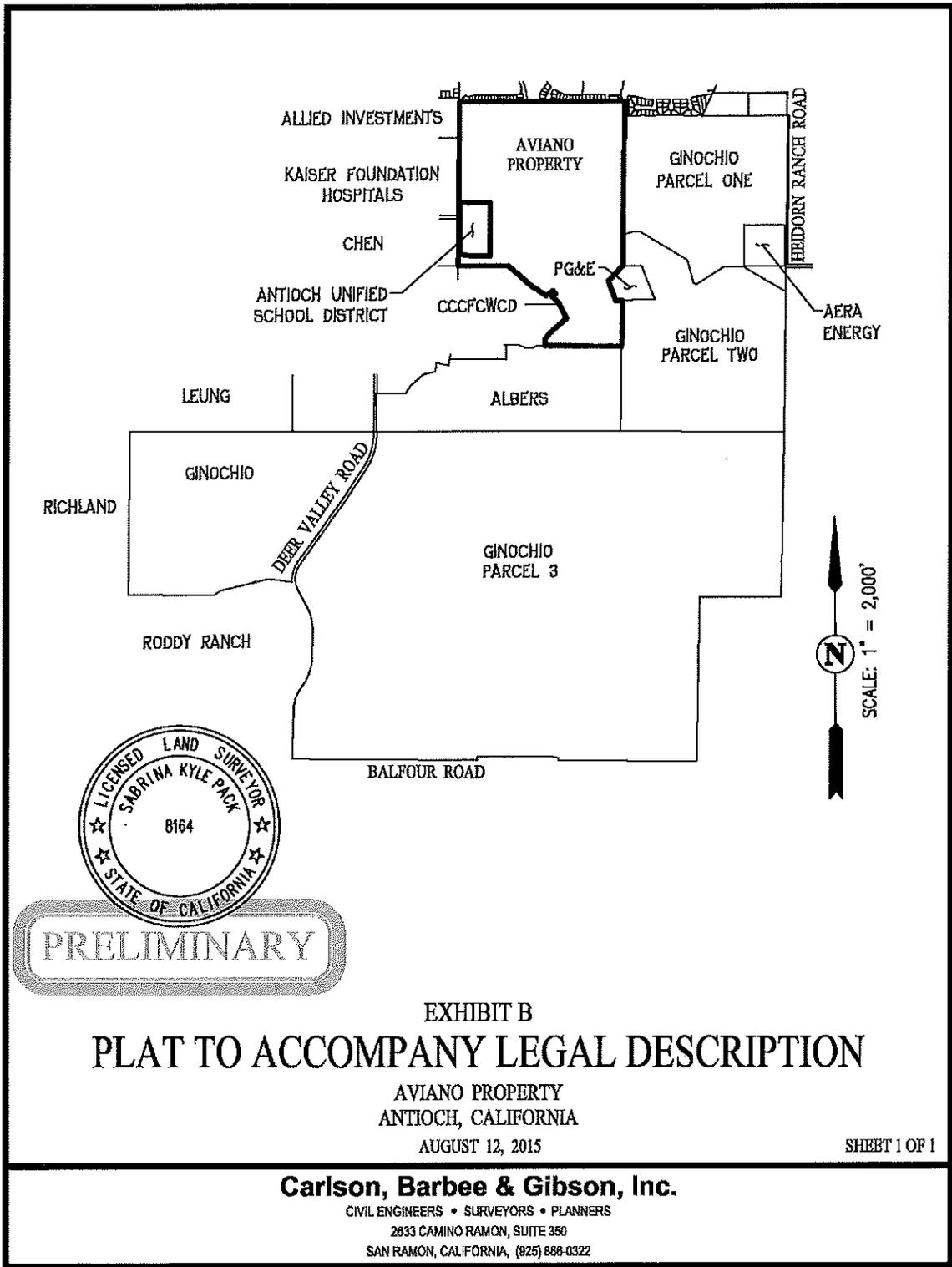


EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION

AVIANO PROPERTY
 ANTIOCH, CALIFORNIA

AUGUST 12, 2015

SHEET 1 OF 1

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
 2833 CAMINO RAMON, SUITE 350
 SAN RAMON, CALIFORNIA, (925) 888-0322

B6



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 22, 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 *REB*

SUBJECT: Final Acceptance of Sidewalk and Pedestrian Improvements, P.W. 409-3

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion for the Sidewalk and Pedestrian Improvements project.

STRATEGIC PURPOSE

This program will support Strategy K-4 by pursuing grant funding to improve infrastructure; and Strategy K-5 by reducing City liability from third party claims by increasing and enhancing ADA accessibility and reducing trip hazards along Cavallo Road/Garrow Drive from Wilbur Avenue to Davison Drive, East Tregallas Road from Hillcrest Avenue to Lone Tree Way, and Drake Street from "A" to "G" Street.

FISCAL IMPACT

The current FY 14/15 Capital Improvement budget for this project is \$650,000 from the Measure "J" fund. The final contract cost for this project is \$462,987.90, of which \$233,484 is to be funded from the Safe Routes to School Program federal grant and the remaining \$229,503 is funded from Measure J Funds.

DISCUSSION

On February 24, 2015, the City Council awarded a contract to J.J.R. Construction, Inc. in the amount of \$594,841. The project included installing 92 new curb ramps and replacing 3,000 square feet of sidewalks along Cavallo Road/Garrow Drive from Wilbur Avenue to Davison Drive, East Tregallas Road from Hillcrest Avenue to Lone Tree Way, and Drake Street from "A" to "G" Street. The reduction in the final contact cost amount was due to a significant reduction in the final square foot quantity from the original bid quantity estimate for the amount of concrete sidewalk replacement needed to accommodate the new ADA cross slope design standards for curb ramps, which varies for each location and could not be accurately estimated prior to the bid. All work for the project was completed on August 31, 2015.

ATTACHMENTS

- A: Resolution Accepting Work
- B: Notice of Completion
- C: Project Location Map

ATTACHMENT "A"

RESOLUTION NO. 2015/
RESOLUTION ACCEPTING WORK AND DIRECTING
THE PUBLIC WORKS DIRECTOR/CITY ENGINEER
TO FILE A NOTICE OF COMPLETION FOR THE
SIDEWALK AND PEDESTRIAN IMPROVEMENTS
P.W. 409-3**

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 J.J.R. Construction, 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.

* * * * *

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 22nd day of September, 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

**SIDEWALK AND PEDESTRIAN IMPROVEMENTS
IN THE CITY OF ANTIOCH
(P.W. 409-3)**

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 J.J.R. Construction, Inc. was completed on August 31, 2015.

The surety for said project was Great American Insurance Company.

The subject project consisted of sidewalk and pedestrian improvements and new curb ramps that meet ADA standards along Cavallo Road/Garrow Drive from Wilbur Avenue to Davison Drive, East Tregallas Road from Hillcrest Avenue to Lone Tree Way, and Drake Street from "A" to "G" Street. 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



STAFF REPORT TO THE CITY COUNCIL

DATE: September 22, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alan Barton, Director of Information Systems 

APPROVED BY: Steve Duran, City Manager

SUBJECT: Resolution Authorizing the City of Antioch to Participate in a Memorandum of Understanding for a Shared Use Cable Television Access Channel.

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute a sole source Memorandum of Understanding (MOU) with Contra Costa Television (CCTV) for a Shared Use of Cable Television Access Channel for the period of September 1, 2015 through August 31, 2017, in an amount not to exceed \$66,000 for these first two years.

STRATEGIC PURPOSE

This action is essential to improving support of Public, Education, and Government (PEG) broadcasting (Strategy O-5 in the Strategic Plan), in that to create a partnership with Contra Costa Television to support the City's PEG initiatives.

FISCAL IMPACT

Upfront material costs will be \$45,448 with an annual on-going expense of \$9,963 per year, for the two-year contract term. Funding will be from the Public Education and Government (PEG) Fund. The City Manager will be authorized to accept annual administrative expense increases. There will be no fiscal impact to the City's General Fund.

DISCUSSION

Channel 24 is the local community television channel for East Contra Costa County residents. Up until August 2009, when the City's Cable Franchise Agreement expired, the channel was operated and maintained by Comcast through local City and County franchise agreements. The City of Antioch's franchise ended the acceptance and transmission of public and government video content for East Contra Costa County through Comcast after the passage of the Digital Infrastructure and Video Competition Act of 2006 (Public Utilities Code sections 5800 *et seq.* ("DIVCA")), which became effective January 1, 2007.

Contra Costa Television (CCTV) has been providing Contra Costa County's cable television programming, government meetings, and produced shows for many years. For this and other reasons, this is a sole source contract and a sole source request form is attached with additional details. When the cable companies stopped providing PEG services, CCTV bridged the gap immediately so the cities did not lose their rights to public broadcast. After configuration and transferring details and delays were resolved by CCTV, local broadcasting continued on Channel 24. Some Central Contra Costa County cities previously entered into an MOU with CCTV for government broadcasting. East Contra Costa is now ready to also participate in an MOU. The cities of Antioch and Pittsburg have finalized issues regarding equipment, transmission, broadcasting, and procedures as outlined in the MOU. At this time, the MOU is ready for Council consideration.

- **Staff Analysis**

The cities of Antioch and Pittsburg desire to provide the local community the broadcasting of public, education, and government television. CCTV has the access capabilities to broadcast on cable TV which is a requirement for the use of PEG funds. The cities will need to purchase equipment to be located at CCTV to support broadcasting in East Contra Costa County, as well as support ongoing licensing, server and bulletin board software, depreciation, and other programming requirements. The initial costs will be \$45,448 and annual on-going expenses will be \$9,963, which may be adjusted each year after the initial 2-year MOU term.

CCTV will be the portal to accept video submittals from residents of East Contra Costa. In order to ensure broadcasting quality, videos will need to adhere to the specific production requirements outlined in the Delta TV Policy and Procedures as well as meet the content and eligibility requirements. The draft Delta TV Policy and Procedures are provided for review (Attachment B).

Authorization of this Resolution will allow the City to participate in a MOU for a Shared Use of Cable Television Access Channel with the City of Pittsburg and Contra Costa Television, authorize the City Manager or Designee to complete the necessary actions related to the MOU, and for staff to complete and implement procedures and processes related to Delta TV.

ATTACHMENTS

A. Resolution Authorizing the City Manager to Execute a Memorandum of Understanding (MOU) for a Shared Use of Cable Television Access Channel

Exhibit 1 Memorandum of Understanding (MOU) for a Shared Use of Cable Television Access Channel

B. Draft Delta TV Policy and Procedures

C. Sole Source Request Form

RESOLUTION NO. 2015/XX

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING FOR A SHARED USE OF
CABLE TELEVISION ACCESS CHANNEL**

WHEREAS, Channel 24, Delta TV, is the cable television access channel for East Contra Costa County; and

WHEREAS, the City's franchise expired in August 2009 and ended the acceptance and transmission of public and government video content for East Contra Costa County through Comcast after the passage of the Digital Infrastructure and Video Competition Act of 2006 (Public Utilities Code sections 5800 *et seq.* ("DIVCA")) which became effective January 1, 2007; and

WHEREAS, Contra Costa Television (CCTV), the provider for cable television programming and broadcasting for Contra Costa County, continued service for East Contra Costa when Comcast ended franchise broadcasting entitlements so cities did not lose their rights to public broadcast; and

WHEREAS, broadcasting of Public Education and Government (PEG) content is required to be transmitted through cable television access per DIVCA; and

WHEREAS, the cities of Antioch and Pittsburg have finalized the issues regarding equipment, transmission, broadcasting, and procedures outlined in the Memorandum of Understanding (MOU) for a Shared Use of Cable Television Access Channel and authorization by the City Council; and

WHEREAS, the MOU outlines initial costs to be \$45,448 and annual on-going expenses of \$9,963, which may be adjusted annually; and

WHEREAS, staff will continue to monitor and update the Delta TV Policy and Procedures and create other necessary documents to ensure the broadcasting quality, production requirements, and content and eligibility requirements are met.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is authorized to execute a Memorandum of Understanding for a Shared Use of Cable Television Access Channel, in substantially the form attached as Exhibit 1, without further Council authorization.

* * * * *

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 22th day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

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

**Memorandum of Understanding
Regarding Shared Use of Cable Television Access Channel**

This Memorandum of Understanding ("MOU") is entered into by and among the COUNTY OF CONTRA COSTA ("County") and the CITY OF PITTSBURG and CITY OF ANTIOCH (both of which shall be referred to collectively as the "Cities" and individually as "City"), effective September 1, 2015 (the "Effective Date").

RECITALS

A. The County has a franchise agreement with cable television operators owned and controlled by Comcast Corporation. Each City has a franchise agreement authorized under the terms of the State's "Digital Infrastructure and Video Competition Act of 2006," (DIVCA.) Each of the franchise agreements requires Comcast to provide a number of community access channels. The Cities and the County desire to jointly operate one of these channels as a shared public, education and government(PEG) access channel to carry public, education and government access programming provided by each City and the County.

B. The County is willing to provide certain services related to the operation of the shared government, education and public access channel. The Cities are willing to provide the County with certain compensation in exchange for these services.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Cities and County agree as follows:

AGREEMENT

1. **Shared Channel.** The Cities and the County shall jointly designate a channel as the shared public, education and government access channel to be called Delta TV from amongst the channels made available by Comcast for public, educational and/or government access purposes. The Cities and County shall determine in good faith procedures for programming the shared channel in a manner that allows each of the parties roughly equivalent opportunities for placing programming on Delta TV. At a minimum, each of the parties will be permitted to carry its City Council or Board of Supervisors meeting during prime time at least once each week.
2. **County Responsibilities.**

(a)The County will 1) provide the playback and bulletin board operations, 2) acquire and install the equipment, software and facilities, described in Exhibit A attached hereto and incorporated herein, 3) manage Delta TV, 4) adopt reasonable rules regarding the use of the channel, (5) provide each City with an annual budget or proposed expense report on or before the beginning of the calendar year, and (6) upon close out of the fiscal year, provide an annual accounting of the use of the cities' prior fiscal year payments pursuant to paragraph 3. The equipment and facilities shall be located at the County's Contra Costa Television ("CCTV") studios at 10 Douglas Drive, Martinez.

(b)County will use its best efforts to activate Delta TV not more than 60 days from the Effective Date of this MOU.

3. **Funding Obligations.**

(a)One-Time Payment. Each City shall pay the County a one-time payment of FORTY-FIVE THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS (\$45,448.00) for capital costs associated with the Channel. The foregoing payments shall be paid to the County no later than thirty (30) days after the Effective Date of this MOU. If a City fails to pay this amount in full by the date due, the City shall pay the County a late payment charge accruing at the rate of 1.5 % per month on the unpaid balance until paid in full.

(b)Annual Payments.

(i) During each year of the term of this Agreement, each City shall pay the county an Annual Payment in the respective amount listed below. The amounts are calculated to reflect a combination of equal shares for each City and a proportionate amount based upon the respective populations of each City so that one-half of the Annual Payment reflects an equal distribution of the projected capital expenses to be incurred and one-half of the Annual Payment reflects a proportional distribution of those costs based upon the respective populations of each City.

PITTSBURG	\$ 9,963.00
ANTIOCH	\$ 9,963.00

(ii) The Annual Payments shall be paid in two installments, with the first installment due thirty (30) days after the Effective Date in the first year and thirty (30) days after the anniversary of the Effective Date in subsequent years, and the second installment due six months after the Effective Date in the first year and six months after the anniversary of

the Effective Date in subsequent years. If a City fails to pay any installment in full by the date due, the City shall pay the County a late payment charge accruing at the rate of 1.5% per month on the unpaid balance until paid in full.

(iii) Adjustments to Annual Payments. On or about the anniversary of the Effective Date, each year, the County's Director of the Office of Communications and Media ("Communications Director") will initiate a process to adjust the annual payment provided for in subsection (a) above for the following year. Adjustments may come as a result of cost increases, cumulative savings, or other factors. The annual adjustment process will be conducted as follows:

(c) Notice of Adjustment. The Communications Director will make an initial determination of the amount of the adjustment ("County Adjustment") and will notify each City in writing of the amount of the new annual payment accompanied by an itemized invoice describing items necessary for the cost adjustment ("Adjustment Notice").

(d) Dispute Period. If any City disagrees with the County Adjustment, that City will have twenty-one (21) days after the date the Adjustment Notice is received by the City ("Dispute Period"), to file a written dispute with the Communications Director of the amount of the County Adjustment ("City Dispute"). The City Dispute must be made in writing and received by the County within the Dispute Period. Each City that does not file a City Dispute will be deemed to have waived the right to contest the amount of the County Adjustment.

(e) If no City files a written City Dispute with the Communications Director during the Dispute Period, i) the County Adjustment will automatically be deemed to be accepted by each City; ii) the new annual fee, as initially determined by the Communications Director, will become effective on the applicable anniversary of the Effective Date; and iii) the annual adjustment process will be concluded.

(f) Negotiation Period. If any City delivers a written City Dispute to the County during the Dispute Period, County and the disputing City will have twenty-one (21) days following County's receipt of the City Dispute to attempt to establish a new annual fee by negotiation ("Negotiation Period"). The Negotiation Period may only be extended beyond the initial twenty-one (21) day period by mutual written agreement of the disputing City and the County.

(i) If, during the Negotiation Period, the negotiating parties agree on an adjustment, the Communications Director, will give notice of the agreed upon adjustment to all Cities. The new annual fee will become effective on the applicable

anniversary of the Effective Date and the annual adjustment process will be concluded.

- (ii) If a City files a written City Dispute with the Communications Director during the Dispute Period and the parties are unable to agree on an adjustment, the Communications Director, after having considered in good faith the views of the disputing City, may adjust the annual payment in an amount not to exceed 10% of the previous year's annual payment. The Communications Director will give notice of the decision to each City, together with a written explanation of the increase. The new annual fee will become effective on the applicable anniversary of the Effective Date and the annual adjustment process will be concluded.

4. **County Use of Payments.** The Cities' payments pursuant to section 3 above are for the sole purpose of funding public, educational and/or government access capital expenses, as those terms are defined in DIVCA and the Federal Cable Act of 1984, as amended. The County will use these payments solely for the purpose of funding public, educational and/or government capital expenses, including capital expenses related to the shared Channel and/or CCTV.

5. **Term.** The initial term of the MOU is two (2) years from the Effective Date. Upon agreement of the parties, the term of this MOU may be extended. Discussions to extend will commence in the second half of the second year of the term of the agreement.

6. **Termination.** Any party to this MOU may terminate the MOU on the anniversary date by giving sixty (60) days written notice to each of the other parties.

7. **Independent Contractor.** The Cities understand that County, its agents, employees and independent contractors are and shall at all times remain as to the Cities wholly independent contractors. Neither the Cities nor any of their officers or employees shall have any control over the manner by which the County performs this MOU and shall only dictate the results of the performance. County shall not represent that County or its agents, employees or independent contractors are agents or employees of the Cities. Except as the Cities may specify in writing, County shall have no authority, express or implied, to act on behalf of the Cities whatsoever as an agent.

8. **Duty of Parties to Defend, Indemnify and Hold Harmless.**

(a) County agrees to defend, indemnify and hold harmless the Cities for the County's share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent

acts, errors or omissions of the County in the performance of this MOU.

(b) Each City agrees to defend, indemnify and hold harmless the County for each City's share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of each and every City in the performance of this MOU.

9. **Insurance.** County, at its cost, shall establish and maintain and/or take out and keep in force during the term of this MOU: (a) Workers' Compensation Insurance pursuant to State law; (b) physical damage insurance, to include the perils of fire, lightening, the extended coverage perils and vandalism and malicious mischief on the equipment and software acquired and installed pursuant to this MOU; (c) automobile liability insurance with a limit of liability of not less than \$2,000,000 per accident for bodily injury and property damage combined; and (d) public liability insurance, to include the Cities as additional insured and to provide the Cities with certificate of endorsement with a limit of liability of not less than \$2,000,000 per occurrence, except that the County will not insure the Cities for acts and/or claims relating to the content of a City's broadcast. It is understood and agreed by Cities that the County may be self insured for all or a portion of any insurance required hereunder, and the County will provide written verification of the foregoing insurance coverages to the other parties to this MOU.

10. **Ownership of Media.**

(a) Cities' Property. All documents, tapes, and other media (collectively "Media") that are developed, obtained or supplied by the Cities to the County pursuant to this MOU shall be deemed to be the property of the Cities.

(b) License to Use Media. Each City hereby grants the County a non-exclusive, irrevocable license to transmit, broadcast, exhibit, and otherwise use the Media for the purpose of providing programming on the shared Channel.

(c) Permission to Use Media. Each City warrants, represents and agrees that it will obtain in writing all requisite consents and permissions, where appropriate, to use the Media.

11. **Lost or Destroyed Media.** The County shall not be liable for costs or damages relating to Media that is misplaced or unintentionally damaged or destroyed while in its possession.

12. **Notice.** Any notice to be given under this MOU shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and

depositing the same in the United States mail, addressed to the party at the following addresses:

CITY of PITTSBURG:

Joseph Sbranti
City Manager
65 Civic Avenues
Pittsburg, CA 94565

CITY of ANTIOCH:

Steve Duran
City Manager
Third and "H" Streets
Antioch, CA 94509

COUNTY:

Betsy Burkhart
Director of Communications and Media
Contra Costa County
10 Douglas Drive Suite 210
Martinez, CA 94553

13. **Assignment.** Neither County nor any of the Cities shall assign or otherwise transfer this MOU or the rights or obligations hereunder.
14. **Additional Services.** In the event that any of the Cities would like the County to provide production assistance or other services, that City and the County may agree to such an arrangement by executing a separate agreement.
15. **Time of the Essence.** Time is of the essence in the performance of the services under this MOU.
16. **Prohibited Interests.** No officer or employee of the Cities or the County shall have any direct financial interest in this MOU. This MOU shall be voidable at the option of the Cities or the County if this provision is violated.
17. **Governing Law.** This MOU shall be governed by California law. Any action to enforce or interpret this MOU shall be brought in a court of competent jurisdiction in Contra Costa County, California.
18. **Counterparts.** This MOU may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same MOU.
19. **Entire Agreement.** This MOU is the entire MOU between the parties and supersedes all prior negotiations, representations, or agreements,

whether written or oral. This MOU may be amended only by written agreement signed by all parties. If agreed to in a written addendum to this MOU signed by all parties, additional cities may be added to this agreement, provided that such additional cities shall contribute toward both the one-time costs and the annual costs in amounts determined by all parties.

COUNTY OF CONTRA COSTA

BY: _____

APPROVED AS TO FORM:

Title: _____

BY:

CITY OF PITTSBURG

BY: _____

APPROVED AS TO FORM:

Title: _____

By:

CITY OF ANTIOCH

BY: _____

APPROVED AS TO FORM:

Title: _____

BY: _____



Programming & Operating Policy

This policy applies to the communities that are serviced by Delta TV, including Antioch, Brentwood, Oakley, Pittsburg and the unincorporated areas of Contra Costa County within the channel's reach.

Delta TV provides playback capacity via a government and public access channel, and encourages residents and non-profit organizations of the above communities to take advantage of its availability in order to provide programs that reflect local community interests.

Programming

Hours available for programming will be determined by Delta TV staff. All programming is subject to change without notice. The Community Billboard is cablecast during non-program hours.

Delta TV Location

Delta TV is managed by Contra Costa Television (CCTV,) with community partners of the Cities of Pittsburg and Antioch. Delta TV is located at 10 Douglas Drive, Suite 200, Martinez, CA., 94553. Business hours are Monday through Friday from 9:00am to 5:00pm. For information on submitting your video program or public service message for cablecast, contact Delta TV at 925-313-1180, or visit our website at www.DeltaTV.org.

Residency Qualifications

- Applicants must be eighteen (18) years old and provide at least two (2) forms of identification, such as a driver's license or photo I.D. and proof of permanent residency.
- Proof of residency documents must show the name of the applicant and address of residency. **Post Office Box addresses will not be accepted as proof of residency.**
- Residency documents must be provided at the time of agreement signing. If unable to do so, applicant will have thirty (30) days to provide such documentation. **Post Office Box addresses will not be accepted as proof of residency. Out of area producers must have a local resident apply for programming on this local channel.**

Delta TV Policy & Procedures

All producers and/or program sponsors must agree to the following terms.

- Programs produced for Delta TV should reflect local community interests. For example, programs that highlight local community organizations, fundraising events, cultural interests, hobbyists clubs, sporting events, local celebrates, art music and theatrical entertainment, health, economic and educational concerns, wildlife and environmental protection issues.
- All producers and/or program sponsors must be listed in the credits of the produced program. Credits must be listed at the beginning and end of the show to identify producer and sponsor. An access disclaimer, which releases Delta TV and CCTV from any legal responsibility for program content, must be added to the beginning of the program. Any additional editing that may be necessary to add the disclaimer will be the responsibility of the program's producer.
- All producers and/or program sponsors must acknowledge that Delta TV shall not be liable for any failure to broadcast scheduled programming, for whatever reason. All producers and/or sponsors acknowledge that programs that failed to be broadcast will be given 'make good' time at a future date and time.

- Delta TV reserves the right to reschedule any program at any time with programs like, but not limited to, local elections, city council meetings and special event programming that provide information and entertainment to our viewing audience.
- Delta TV assumes no risk and makes no guarantee, expressed or implied, regarding the safety of tapes or other related material in possession of Delta TV/CCTV employees. Producer / program sponsor release and agree to indemnify and hold harmless Delta TV/CCTV employees, contractors and interns from responsibility if the program(s) and / or any related tapes or other materials are damaged, lost or stolen while in the custody of Delta TV/CCTV.

Community Programming, Public Service Announcements and Billboard messages may not contain the following information:

- Material that is obscene, libelous, slanderous or an invasion of privacy
- Material that is in violation of copyright regulations,
- Commercial programming (See Commercial Content)
- Programs that promote or constitute gambling or violates any local, state or federal law.
- Billboard Announcements advertising political rallies, candidate fund raisers, political forums or issues representing the interests of one particular candidate or organization.

Any individual or group cablecasting a program which violates these prohibitions will be taken off the air immediately for 30 days. A second violation will result in the program's permanent removal from the program line-up.

Access Programs for cablecast must comply with the following production and technical standards

- Programs submitted for playback must be of sufficient quality that the video is stable and clear, and the audio is of adequate volume and clarity.
- The beginning of each program, within the first five minutes, must display opening graphics identifying the program title. The end of the show must have closing credits, identifying the producer, crew, sponsors and acknowledgments.
- Maximum program running time for a thirty (30) minute time slot is twenty nine (29) minutes. The maximum program running time for a sixty (60) minute time slot is fifty nine (59) minutes. Any program exceeding this time requirement may be subject to playback cancellation.
- Each program scheduled for cablecast must have an outline listing the guests and topics of discussion, if the information is to be carried in a published schedule or electronic program guide.
- I.D. labels must be on any physical media that is delivered for playback, with program title, total running time, return address and producer name and phone number.
- All programs must meet production and technical guideline standards to avoid a \$15.00 review charge. We reserve the right to review any program to check for production and technical quality for which a program may be canceled or taken off the air due to non-compliance with these guidelines.
- Any program that misses three (3) consecutive scheduled airings will be dropped from the program line-up. It is the producer's responsibility to notify staff personnel of any production problem or change that may affect a scheduled playdate.

Scheduling Access Program for Cablecast: Producer Responsibilities

- Under current access guidelines, Delta TV has **no control over program content. The producer assumes full responsibility for any legal action that might result from program content.**
- Access programs will receive two (2) airings each month for a program 30 minutes in length.

- One (1) airing per month for a program 60 minutes in length.
- Cablecast request forms must be completely filled out and returned promptly, no later than ten (10) days prior to the scheduled cablecast date. Failure to comply will delay program scheduling.
 - Make an appointment with staff to deliver and review your program seven (7) days in advance of the scheduled play date. **Failure to submit programs for digitizing or storing in the automation system may result in your program not being aired, even if previously scheduled.**
 - All programs will be scheduled according to availability on a first come, first serve basis. No guarantee is expressed or implied to producers or program sponsors that a specific day and time will always be available due to continued and unavoidable changes in scheduling.
 - Delta TV retains the right at all times to pre-empt any program for cause, such as, but not limited to, emergency or users noncompliance with the Delta TV access guideline agreement.
 - Pick-up any physical media from our facilities within thirty (30) days of air date or **provide a self-addressed stamped envelope for return mailing.** Delta TV assumes no liability for unclaimed media that may be missing or misplaced after thirty (30) days.

Commercial Content

There shall be no commercial matter included in any community access program aired on this channel. 'Commercial content' is defined as: Any advertising material designed to promote the sale of any products or services, including advertising by or on behalf of candidates for public office; any audio or visual reference to any business enterprise, service or product for which any economic consideration was received by anyone in exchange for display, announcement and/or any material used or designed for use to solicit funds, support or other property value, directly or indirectly, for any business, enterprise, person, foundation, and/or organization regardless of whether for commercial or charitable purposes, or for any political party or candidate for office.

There shall be no advertisement of or information concerning lottery, gift enterprise or scheme, whether said list contains any part or all of such prizes.

Except as provided in this section, no program shall include matter constituting a credit or acknowledgement to any person, business, enterprise or foundation which is given during any program cablecast as a result of 'airing' of that announcement, for which economic consideration has been made. However, it is recognized that grants and/or other types of support may be made available to individual, groups and entities for the purpose of underwriting the cost of creation or production of programs. In such instances, a standard, nondescript 'patrons acknowledgement' consisting of video or graphics may be placed at the beginning, middle and end of each presentation. (e.g., "This program was made possible by a contribution by XYZ Corporation")



Channel User Agreement

Section A – Applicant Information			
Name (hereinafter called "USER")			Phone Number
Residential Address		City	State Zip Code
Email Address			
If USER is not a resident of Contra Costa County, a Resident Sponsor must complete Section C below.			
If USER under the age of eighteen (18), USER'S Parent or Legal Guardian must complete Section D below.			
Section B – Program Information			
Show Title			Number of Episodes
Program Length	<input type="checkbox"/> 30 Minutes	<input type="checkbox"/> 60 Minutes	<input type="checkbox"/> Minutes
Section C – Resident Sponsor Information			
Must be a resident of Contra Costa County.			
Name			Phone Number
Residential Address		City	State Zip Code
I certify that I have given USER permission to use my name and address for purposes of establishing myself as the Resident Sponsor of the above program from Section B above, and I have read the Local Programming & Operating Policy, and fully agree with its terms and conditions.			
Resident Sponsor Signature			Date
Section D – Parent/Guardian Information			
Name			Phone Number
Residential Address		City	State Zip Code
I certify that I am the Parent or Legal Guardian of USER, who is under the age of eighteen (18), and I have given USER permission to participate in the above stated activities, and I have read the Delta TV Programming & Operating Policy, and fully agree with its terms and conditions.			
Parent/Legal Guardian Signature			Date
Section E – Agreement			
This Agreement was entered into on _____ (date) between Delta TV and USER.			
USER Signature		Delta TV provider	

**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?)

Contra Costa Television (CCTV) is uniquely qualified to support the City's Public, Education, and Government (PEG) broadcasting requirements. CCTV possesses the only in-house, permanent, and professional staff to support our PEG needs. CCTV is the only agency that has a direct uplink to east county's cable TV providers (Comcast and AT&T U-verse), making them the only agency with the ability to broadcast PEG content to east county residence.

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?

See above for unique qualifications. Without the ability to partner with CCTV, the City would not be able to broadcast PEG content to east county residents.

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.)*

None, CCTV is the only agency with the talent and ability to provide the City's PEG broadcasting requirements.

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.

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 Alan Barton DATE: 9 / 14 / 15
DEPT. HEAD/ DIRECTOR: Alan Barton DATE: 9 / 14 / 15

FINANCE DIRECTOR: W. Meacham
APPROVED: ✓
NOT APPROVED: _____ DATE: 9, 14, 15

COMMENTS:

BY: _____

FINAL APPROVAL:

(Council Agenda 9/22/15, Item 2G)



City Manager
(Up to \$50,000.00) 9/14/15

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.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 22, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Michelle Fitzner, Administrative Services Director

SUBJECT: Resolution Approving Amounts for Employee Service Awards

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the amounts to be provided to employees for service awards.

STRATEGIC PURPOSE

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

FISCAL IMPACT

The annual fiscal impact will vary depending on the number of award recipients and their years of service. For 2013, 2014, and 2015 the total amount will be \$7,825. Using that number to create a 3 year average for discussion purposes would equate to less than \$3,000 annually. This will be budgeted in the Human Resources budget.

DISCUSSION

The City has been providing Employee Service Award recognition for many years, including at one time the ability for the recipient to select a gift up to a certain dollar value, depending on their years of service. At some point, the program converted to a cash payment rather than a gift selection. However, staff is unable to locate any Council action authorizing the program. Therefore, this item is brought before you this evening to confirm the program that has been in place, and the below award values.

10 years of service = \$45
15 years of service = \$75
20 years of service = \$125
25 years of service = \$190
30, 35, 40 years of service = \$320

ATTACHMENTS

A. Resolution Approving Amounts for Employee Service Awards

RESOLUTION NO. 2015/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AMOUNTS FOR EMPLOYEE SERVICE AWARDS**

WHEREAS, the City has been providing Employee Service Awards for many years; and

WHEREAS, staff was unable to locate any Council action approving the Employee Service Award program and related award values; and

WHEREAS, staff would like to confirm the program and the award values.

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

Section 1. The Employee Service Award Program is confirmed; and

Section 2. Recipient employees shall receive a cash payment for their years of service as follows:

- 10 years of service = \$45
- 15 years of service = \$75
- 20 years of service = \$125
- 25 years of service = \$190
- 30, 35, 40 years of service = \$320

* * * * *

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 22nd day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

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

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 14 - SEPTEMBER 10, 2015
FUND/CHECK #

239 Redevelopment Obligation Retirement Fund

358325	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	3416.32
--------	-------------------------	----------------	---------

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE 12 - JULY 16, 2015
FUND/CHECK#

227 Housing Fund		
Housing - CIP		
924967 HOUSE, TERI	CONSULTING SERVICES	2,047.50



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 22, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: John Vanderklugt, Lieutenant, Antioch Police Department

APPROVED BY: Allan Cantando, Chief of Police

SUBJECT: Review and Approve the Updated 2015/16 City of Antioch
Emergency Operations Plan

RECOMMENDED ACTION

It is recommended that the City Council review and approve the updated 2015/16 City of Antioch Emergency Operations Plan.

STRATEGIC PURPOSE

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

City administration is a collaborative effort of several departments working in concert. The City Manager, City Attorney, City Clerk's Office are primarily focused on administering the City's policies and procedures, with Finance, Human Resources, and Information Systems supporting all City departments. Working with the Police Department and the Chief of Police, these are the support services that are essential to the functionality of the City. The goal is to improve communications, responsiveness, and administrative processes to enhance the quality of executive and administrative management. (Strategy L)

FISCAL IMPACT

Participation by employees in annual training will take staff time. However, the City of Antioch has allocated funds for emergency preparedness in its annual budget to include expenses for materials and training. This Emergency Operations Plan is an update to the plan already in existence and does not carry with it any additional expenses above and beyond that which has already been allocated.

DISCUSSION

The Emergency Operations Plan provides guidelines that City employees are to follow when called upon to participate in an activation of the Emergency Operations Center. The City's Emergency Operations Plan has been prepared in accordance with the guidelines mandated by The California Emergency Services Act (1970, amended 1995), hereafter referred to as the "Act". The Act not only serves as the compliance measure for eligibility for State and Federal reimbursement but also confers cities and counties the authority to conduct emergency operations. Such operations can take place in response to an emergency that immediately overwhelms local resources or after the official declaration of a Local Emergency by the City Council or City Manager.

Section 8607 of the Act States: "By December 1, 1996, each local agency, in order to be eligible for any funding of response-related costs under disaster assistance programs, shall use the Standardized Emergency Management System as adopted pursuant to subdivision (a) to coordinate multiple jurisdiction or multiple agency operations."

Section 8568 of the Act States: "The State Emergency Plan shall be in effect in each political subdivision of the State and the governing body of each political subdivision shall take action necessary to carry out its provisions."

In order to implement the requirements of the Act, the City of Antioch utilizes a three phase approach in our emergency management planning process.

1. Maintaining a comprehensive emergency management plan.
2. Training and exercising the City staff to this plan annually.
3. Providing emergency preparedness information to the community.

Tonight's action by the City Council will fulfill the phase one requirement. The strategies for the completion of phases two and three are outlined in the plan before you tonight. These strategies include systematic periodic training with specific City departments, citywide training with other government entities such as the Antioch Unified School District and the Contra Costa County Fire Protection District, and community outreach and education.

This plan is to be reviewed and updated annually by staff. Once the plan is updated the City Council is required to review and approve the updated plan.

The intent of this plan is to effectively and efficiently organize and coordinate the City of Antioch's response to major emergencies.

ATTACHMENTS

1. City of Antioch 2015/16 Emergency Operations Plan

CITY OF ANTIOCH



EMERGENCY OPERATIONS PLAN

GOAL

**THE INTENT OF THIS PLAN IS TO
EFFECTIVELY AND EFFICIENTLY
ORGANIZE AND COORDINATE THE
CITY OF ANTIOCH'S RESPONSE TO
MAJOR EMERGENCIES**

TABLE OF CONTENTS

Table of Contents

INTRODUCTION	3
MUTUAL AID.....	18
HAZARD MITIGATION.....	22
STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)	28
EMERGENCY OPERATIONS CENTER.....	32
EMERGENCY OPERATIONS ORGANIZATIONAL CHART	34
CITY OF ANTIOCH EOC ACTIVATION	38
MANAGEMENT SECTION	42
OPERATIONS SECTION	45
PLANNING/INTELLIGENCE SECTION.....	48
LOGISTICS SECTION.....	51
FINANCE SECTION.....	54
RECOVERY.....	57
GLOSSARY.....	60

INTRODUCTION

INTRODUCTION

Preserving life and property in our City is the responsibility of the City of Antioch with assistance from the Contra Costa County Operational Area, the State of California and the Federal Government. Since various types of disaster can strike California at any time, the City of Antioch must provide safeguards, which will save lives and minimize damage. Disaster preparedness planning and training will help us achieve that goal. While no plan can totally prevent death and destruction, trained personnel following a good plan will minimize losses.

The Antioch Emergency Plan is an integral step in the disaster preparedness planning process. It establishes an emergency organization; assigns tasks; provides guidance; specifies policies and general procedures; and assists in compiling the resources of various staff and services throughout the City. This plan has been prepared in an effort to effectively assign personnel and economically use resources for the maximum benefit and protection of our citizens in time of emergency. This plan also complies with the California Emergency Services Act regarding Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS).

I urge you to give your full support to this plan and ask all officers and employees, individually and collectively, to partake in the total emergency effort of the City of Antioch.

**WADE HARPER MAYOR
CITY OF ANTIOCH**

CITY MANAGER'S MEMORANDUM

This Emergency Plan is the result of many hours of planning by City of Antioch staff, Contra Costa County Office of Emergency Services, and private agencies. The City of Antioch faces multiple possible disasters. The hazards and the City's response to these hazards are described in the basic Emergency Plan, Hazards and Incident Command System sections of this plan.

It must be readily understood that this is a document that should be read before a disaster strikes. Valuable time and possibly life-saving actions could be wasted if the plan is read during a disaster. Each department needs to be familiar with their responsibility to respond in a disaster and how to work with other departments and agencies also helping to manage the disaster.

This is a dynamic document, changes will occur. As future hazards are identified they will be included in this plan. Changes that would alter the responses described in the plan will require distributing updated material that would detail the new response actions. Our Police Department will be responsible for getting the information to you. You will need to make sure the new data is properly inserted into the plan.

The Antioch Emergency Plan, 2015-16, supersedes any Antioch Emergency Plan. Please return any copies of the previous version. Any outdated material should be sent to:

***Antioch Office of Emergency Services
300 'L' Street
Antioch, California***

Please share this information with all your staff. Knowing this information ahead of time may save you and your staff needless confusion during or following a disaster.

EXECUTIVE SUMMARY

BACKGROUND:

This Emergency Operations Plan (EOP) addresses the City of Antioch's planned response to extraordinary emergency situations associated with natural disasters, technological incidents, as well as State and national emergencies. The Plan does not address normal day-to-day emergencies or the well-established routine procedures used in coping with such emergencies. Instead, the operational concept in this plan focuses on potential large-scale disasters that can generate unique situations requiring expanded emergency response.

The Plan is a preparedness document, designed to be read, understood, trained on and exercised prior to an emergency. Each member of the City of Antioch EOC Emergency Response Team must be able to function as part of the jurisdiction Incident Command System. (ICS)

ASSUMPTIONS:

- *The City of Antioch is primarily responsible for emergency actions and will commit all available resources to save lives, minimize injury to persons, and minimize damage to property within the City.*
- *The City of Antioch will utilize the Standard Emergency Management System (SEMS) and National Incident Management System (NIMS) in emergency responses.*

Standardized Emergency Management System (SEMS)

The Standardized Emergency Management System (SEMS) is the system required by Government Code §8607(a) for managing response to multi-agency and multi-jurisdiction emergencies in the State of California.

Local governments are required to use SEMS in order to qualify for funding of personnel-related costs under State disaster assistance programs. By standardizing essential elements of the emergency management system, SEMS is intended to:

- *Facilitate the flow of information between five levels of government; and*
- *Facilitate emergency management through the use of five required functions.*

The five levels of government included in SEMS, are activated as necessary and include:

Field Level Operations - *Field level operations include deployment of emergency response personnel and resources, under the command of an appropriate authority, to carry out tactical decisions and activities in direct response to an incident or threat.*

Emergency Operations Plan (EOP)

SEMS regulations require the use of Incident Command System (ICS) at the field response level of an incident.

Local Government Level - Local governments include cities, counties, and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction through the use of Emergency Operations Centers (EOC's) and Departmental Operations Centers (DOC's). Local governments are required to use SEMS when their EOC is activated or a local emergency is declared or proclaimed in order to be eligible for State funding of response-related personnel costs.

Operational Area Level – There are 58 Operational Areas within the State of California, corresponding with the 58 counties. The Operational Area manages and/or coordinates information, resources, and priorities among local governments within the operational area, and serves as the coordination and communication link between the local government level and the regional level.

In Contra Costa County, the emergency management organizations of each incorporated City are responsible for coordination and direction of response and recovery operations within their respective jurisdictions, while the County emergency management organization serves a support role. The County is responsible for coordinating and directing response and recovery operations in the unincorporated areas of the County, with the cities providing support and mutual aid as needed.

Contra Costa County is the Operational Area that will be the focal point for information transfer and support requests by the City of Antioch.

Regional Level Operations - Because of its size and geography, the State of California is divided into six mutual aid regions. The City of Antioch is located in Region II – the Coastal Region. Use of this regional approach provides for more effective coordination of mutual aid. This includes coordination of resources among Operational Areas, and with the State level. This is coordinated through the Regional EOC located in Oakland.

The Regional level manages and coordinates information, and brokers resources among Operational Areas within the mutual aid region and between the Operational Areas and the State level. The Regional level also coordinates overall State agency support for emergency response activities within the region.

State - The State level of SEMS manages and allocates State resources in response to the emergency needs of the other levels. It further serves to broker resources among the regions and is responsible for Federal response coordination and communication with the Governor and the State Legislature.

The five primary functions in SEMS provide the foundation for establishing an effective EOC management team. SEMS requires that Local Governments, Operational Areas, Regional and State level EOC's provide for the functions of Management, Operations, Planning/Intelligence, Logistics and Finance.

National Incident Management System (NIMS)

NIMS is a system mandated by Homeland Security Presidential Directive (HSPD-5) that provides a consistent nationwide approach for Federal, State, Local, and Tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

To provide for interoperability and compatibility among Federal, State, Local, and Tribal capabilities, the NIMS include a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multi-agency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

The National Response Plan is mandated by HSPD-5 and integrates Federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan.

Local governments must use NIMS to be eligible for Federal preparedness grants.

City of Antioch Emergency Management Organization

The City of Antioch emergency management operation operates under the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

The City Manager will direct the emergency management organization, serving as the Manager of Emergency Services. The Manager of Emergency Services is responsible for implementing the Emergency Operations Plan through the efforts of the City's Emergency Operations Center (EOC). Every department within the City will provide support to the operation of the EOC, with support from the Contra Costa County Consolidated Fire Department, and the Antioch Unified School District. The City's EOC is organized following the functions and principles of SEMS/ NIMS.

Within the emergency organization, departments and agencies have specified roles and responsibilities for certain functions. A listing of each functional area with their assigned duties is described in "Standard Emergency Management System (SEMS) "of the Emergency Operations Plan.

- The Emergency Services Manager /City Manager will manage and coordinate the City's disaster response in accordance with State law and County emergency response ordinances.*
- The City of Antioch will commit its resources to a reasonable degree before requesting Mutual Aid assistance.*

Emergency Operations Plan (EOP)

- *Mutual Aid assistance will be requested when disaster relief requirements exceed the City's ability to meet them.*

EMERGENCY MANAGEMENT GOALS:

- *Provide effective life safety measures, reduce property loss, and protect the environment.*
- *Work for the rapid resumption and recovery of impacted businesses and community services.*
- *Create accurate documentation and records required for cost recovery from State and Federal agencies.*

BASIC EMERGENCY PLAN**Purpose**

The City of Antioch faces many potential disasters. The City's location is considered a high-risk area. Four conditions support this claim.

- 1. The City is in the vicinity of three active earthquake fault zones (Hayward, Concord and Calaveras).*
- 2. The City lies in the path of major civilian and military traffic lanes.*
- 3. Major highways and several main routes of travel cross the City.*
- 4. Residents and businesses within City boundaries produce and/or use hazardous materials.*

The potential for a disaster is present. The City accepts responsibility to provide advanced information to citizens, to help minimize damage and injury in a disaster, and also to ensure effective communication and efficient service when a disaster occurs.

When disaster strikes, an emergency organization must be immediately available. This plan will help the City organize, respond and recover quickly and effectively.

Content of the Plan

This plan:

- Identifies who is in charge during disaster response and clarifies responsibilities.*
- Lists the necessary jobs for disaster response and what each position is to do.*
- Ensures survivability and availability of government services, or the continuity of government.*
- Helps create an understanding of the City of Antioch Emergency Organization.*
- Gives guidance for disaster education and training.*
- Gives references to more detailed information.*

Basic Emergency Plan

The Basic Emergency plan outlines the general authority, organization, and response actions for staff of the City of Antioch when a disaster happens. It also outlines how the City of Antioch relates to other cities, Contra Costa County, the State of California and Federal governments when a disaster occurs. The text of this portion of the plan is intended to be short.

Hazards

The potential disasters that the City of Antioch faces are explained in the Hazards part of the Plan.

Incident Command Sections

The City of Antioch Emergency Organization is divided into four sections: Command, Operations, Planning, Logistics and Finance. Each City department is assigned to one or more of these sections. This plan describes the objectives of each section, specifies tasks that need to be done and gives each position a reminder checklist of what to do.

Resource Manual

The City of Antioch maintains a list of locally available resources that may support disaster response in the City. This list is maintained separately from this plan and is known as the Resource Manual.

Authority to Create and Maintain this Plan

The California Emergency Services Act (1970, amended 1995, and referred to as the "Act") gives the City of Antioch, other cities, and Contra Costa County the authority to conduct emergency operations. Such action can take place in response to an emergency that immediately overwhelms local resources or after the official declaration of a Local Emergency by the City Council or City Manager.

- *Section 8568 of the Act States: "The State Emergency Plan shall be in effect in each political subdivision of the State and the governing body of each political subdivision shall take action necessary to carry out its provisions."*
- *Section 8607 of the Act States: "By December 1, 1996, each local agency, in order to be eligible for any funding of response-related costs under disaster assistance programs, shall use the Standardized Emergency Management System as adopted pursuant to subdivision (a) to coordinate multiple jurisdiction or multiple agency operations."*

Authority to Set this Plan in Motion

- *The Emergency Services Manager (City Manager) can initiate this plan when it is necessary to request emergency response from more than one department to respond to a disastrous or potentially disastrous situation. If the City Manager is unavailable, the alternate, any department director, or the most senior City staff person with the highest degree of expertise in the emergency at hand may be in charge until relieved by the City Manager or alternate. This person will be known as the Emergency Services Director.*
- *A Local Emergency in the City of Antioch has been proclaimed by the City Council, City Manager, or Alternates to the City Manager. A Local Emergency has been declared by a neighboring jurisdiction and assistance is requested.*
- *A State of Emergency or a State of War Emergency exists, either as declared by the Governor or defined in the California Emergency Services Act.*

Emergency Operations Plan (EOP)**When to Use the Plan**

When any disaster strikes the City of Antioch, neighboring city, or county, the Emergency Services Manager, or alternate, may request City staff to carry out emergency duties. Disasters include, but are not limited to:

- Earthquakes
- Floods
- Fires
- Hazardous Spills or Leaks
- Major Industrial Accidents
- Major Transportation Accident
- Major Storms
- Airplane Crashes
- Environmental Response
- Civil Unrest
- National Security Emergency

Operational Priorities

In all emergencies, City of Antioch response efforts will proceed according to these priorities:

1. Major threats to life and limb.
2. Major threats to property.
3. Restoration of essential systems and services.
4. Restoration of normal government operations.

Disaster Response Staff:**Disaster Service Workers (or Emergency Personnel)**

In a disaster, use available personnel for field operations or management, in this order:

1. City employees
2. Skilled individuals from other organizations
3. Independent volunteers
4. Citizens pressed into service by the Director (declared Local Emergency only – see Labor Code Sec. 4351).

The entire above are considered “Disaster Service Workers” under the Government Code of California (Title I, Division 4, and Chapter 8).

Who is in Charge

This plan is designed so that anyone can step in and perform the functions of any emergency position, including the Emergency Services Manager. However; it is best to fill the Director’s position with qualified people in the following order:

1. The City Manager
2. The Chief of Police
3. The Community Development Director
4. The Director of Public Works

Emergency Operations Plan (EOP)

5. *The City employee with the highest degree of expertise in the type of emergency at hand.*
6. *The City Attorney*

Legal Immunities

The Emergency Services Act says that in a proclaimed Local Emergency, the City and its employees are immune from liability when injuries result from:

- *Emergency actions outside of normal geographical boundaries (example: Antioch crews sent into Pittsburg or Concord).*
- *Emergency actions that involve discretion, such as the decision to evacuate a certain area.*
- *Escaped prisoners*
- *Fire protection, staffing levels, and transportation of the injured.*
- *Impending peril or action taken to abate such peril. (See Government Code Sections 8656, 814-895.9, 844-846, 850-850.8, and 865-867 for more detail.)*

Emergency Powers

Because the City of Antioch has clearly organized itself for disaster response, City management is aware of the extraordinary powers the City staff may assume in a disaster. Some of these powers include:

Local Emergency

The City Council, the Emergency Services Manager (City Manager), or alternate to the Manager, has the authority to proclaim a Local Emergency and to request the County to declare a Local Emergency. The Council must ratify the Manager's declaration within seven days, review it every 14 days, and terminate it as soon as possible.

Command and Control

After proclaiming a Local Emergency, the Manager or alternate has the power to direct staff and civilian responses, and to settle questions of authority and responsibility.

Emergency Orders and Regulations

As needed, the Council, or the Manager, may promulgate orders and regulations to protect life, property or to preserve public order and safety. These must be in writing and must be given widespread publicity. (See Government Code Section 8634.)

Resources

In a proclaimed Local Emergency, the Manager may buy or commandeer supplies and/or equipment, and may command the aid of citizens.

Suspension of Regulations

The Governor has the power to suspend State agency orders, rules, or regulations that may impede emergency responses. Cities do not have this power, except by order of the Governor. (State Government Code Sections, 8571, 8614c.)

Antioch Emergency Organization

Disaster response requires a change in the daily work relationships between departments. The major changes are:

- *Several agencies or departments work under the direction of one person (Section Chief) even though they normally work independently.*
- *Special purpose groups may need to form to complete emergency tasks, such as emergency transportation or food services.*

This plan describes an emergency organization, complete with titles and job descriptions. It is based on the Incident Command System (ICS), which provides clear authority, direction, and communication during emergencies. This system can be used within one or by several agencies involved in the same incident.

The ICS is used throughout the State of California. It standardizes an organizational structure, uses common terminology, and provides a practical and flexible management system. This system is adaptable to incidents involving more than one jurisdictions' response, such as a large earthquake, and simple enough to use on a single structure fire. ICS provides the flexibility to rapidly call upon a single department or multiple agencies to establish an organized response to a disaster or emergency. During normal City operations, this organization exists only on paper, but during disaster response, it is designed to be activated and expanded as the need arises.

Incident Command

The Incident Commander, or Emergency Services Manager, manages the overall incident(s). The Incident Commander creates a common and consistent action plan for all emergency personnel to follow using the available resources.

A Unified Command element is established when support comes from other jurisdictions. That is, two or more Incident Commanders bring their support together to respond to the emergency, and the commanders make joint decisions after input from each person.

Chain of Authority**Local Emergency**

In an emergency encompassing the City of Antioch alone, the chain of command follows:

- 1. City Council**
- 2. City Manager**
- 3. Alternates to the City Manager**
- 4. Selected Chiefs (Operations, Planning, Logistics/ Finance).**

State of Emergency

In a State of Emergency declared by the Governor, command follows:

- 1. Governor of California**
- 2. Director, California Office of Emergency Services**
- 3. Coastal Region District Administrator, California Office of Emergency Services**
- 4. Contra Costa County Emergency Services Administrator (County Administrator)**
- 5. Antioch Emergency Services Manager (City Manager or alternate)**

Financial Aid

State and Federal funds may be available to help the City of Antioch cover the cost of disasters. To get this help, the City of Antioch must proclaim a Local Emergency within 10 days of the actual occurrence of the disaster, assess damages, and apply for aid within 60 days after the proclamation of the Local Emergency (Government Code Sections 8680-8692).

This plan contains information that will help begin the process. As disaster claims begin, the Contra Costa County Office of Emergency Services (OES) will help coordinate Antioch claims with the other cities and special districts. Financial assistance is requested through County OES. County staff then makes a request to CALEMA. The Governor requests all Federal aid.

The financial aid application process involves extensive paperwork, and the process can linger long after the rest of the Emergency organization has been disbanded. Perseverance is imperative. It's also important to follow the proper procedures.

Additional financial aid may be available for mitigation efforts – designing a system, developing ordinances, etc. to help keep the disaster from occurring again. See Basic Plan Enclosure 2, Hazard Mitigation, page 23, for more information.

Emergency Operations Plan (EOP)***Continuity of Government*****City Council**

To provide for the continuation of the Council during an emergency, the Council may appoint standby Council members or make necessary appointments at the time of the emergency for an official quorum. (See Government Code sec. 8637-8641.)

City Officials

Depending on the extent of the emergency, the normal City organization may be partially or completely replaced by the previously described emergency organization. City officials may or may not be fully occupied with their emergency roles.

Public Awareness and Education

The public's response to any emergency is based on an understanding of the nature of the emergency, the potential hazards, the likely response of emergency services, and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Public awareness and education prior to any emergency are crucial for successful public information efforts during and after the emergency. The pre-disaster awareness and education programs must be viewed as equal in importance to all other preparations for emergencies and receive an adequate level of planning. These programs must be coordinated among Local, State and Federal officials to ensure their contribution to emergency preparedness and response operations.

The City of Antioch is eager to embark on a public education program aimed at preparing the citizens of Antioch. Known as the CERT, Citizens Emergency Response Team, and the 72 Hour Plan, these programs organize neighborhoods into emergency response teams. Each resident is trained in fire protection, first aid, earthquake preparedness, and damage assessment. Communication between these teams and the City will be vital before, during and after a disaster.

Training, Tests and Exercises

The objective of any Emergency Management Organization is efficient and timely response during emergencies. This plan is a first step toward that objective; but planning alone will not guarantee preparedness. Training and training exercises are essential at all levels of government to make emergency operations personnel operationally ready.

The best method of training City staff to manage emergency operations is through simulated training exercises. Training and exercises allow City personnel to become thoroughly familiar with the procedures, facilities and systems that will be used in emergency situations.

Emergency Operations Plan (EOP)

Three different types of exercises are used by the City of Antioch to keep the staff up to date. Tabletop Exercises provide a convenient and low-cost method of introducing local officials to disaster related problems for discussion and problem solving. These exercises are a good way to see if policies and procedures exist to handle certain issues.

Functional Exercises simulate an emergency. They typically involve the complete Emergency Management staff and are designed not only to exercise procedures, but also to identify the readiness of personnel, test communications and check EOC capabilities.

In the past, these exercises have been conducted in the EOC at least annually, occasionally semi-annually.

Full-Scale Exercises also simulate emergencies, but include actual field activity, where functional exercises do not. These programs typically involve the entire emergency management staff, including field responders. Full-scale exercises check the capability of the management team to work with field responders. Because of the cost and demand on staff time, these are conducted every four years.

Emergency Plan Reviews

Individuals and agencies assigned emergency responsibilities within this plan will prepare appropriate supporting plans and related Standard Operating Procedures (SOPs). During the annual Functional Exercises, emergency management staff will review this plan; update alert procedures, resources lists, and checklists that accompany this plan. Completing these tasks will help the City departments maintain an acceptable level of preparedness.

Review and update this plan annually.

References

- *Antioch Municipal Ordinance, 4-2.01.*
- *California Government Code, Chapter 8, Division 4, Title 1.*
- *California Labor Code.*
- *California Emergency Services Act.*
- *California Master Mutual Aid Agreement, Antioch, No. 677-A.*

MUTUAL AID

MUTUAL AID

Objective

One of the foundations of emergency planning and response is a mutual assistance system. In 1950, a Mutual Aid Agreement was developed and adopted by all of California's 58 counties and incorporated cities existing at the time. Back then, it was called the California Disaster and Civil Defense Master Mutual Aid Agreement. Today it is known as the California Master Mutual Aid Agreement. The City of Antioch adopted this agreement in December 1950.

The Mutual Aid system is designed to make sure that enough resources, facilities and other support is provided to each level of government whenever local resources prove to be inadequate to cope with a disaster or emergency. The Mutual Aid Agreement:

- ***Creates a formal structure for each government to retain control of its own personnel and facilities.***
- ***Creates a formal structure for each government to send and request help wherever and whenever it is needed.***
- ***Identifies the State's obligation to provide available resources to assist in emergencies.***
- ***Requests all cities and counties within the State to participate.***
- ***Outlines how agencies may participate, or rescind participation in a Mutual Aid program.***
- ***Defines how Mutual Aid agreements may be created between agencies.***
- ***Outlines how costs created while giving Mutual Aid must be defined.***

STATE OF CALIFORNIA MUTUAL AID SYSTEM

A formal structure exists for requesting and sending Mutual Aid. It begins by defining six regional areas in the State Office of Emergency Services (OES). Through this regional office, the City of Antioch, Contra Costa County, and State OES can send and receive a constant flow of information from every geographic and organizational area of the State.

The City of Antioch can directly provide and access information or assistance through the Contra Costa County Operational Area. The County can access information or assistance through the Operational Area office in Martinez or Coastal Region office, located in Oakland. To further assist the Mutual Aid process, particularly during day-to-day emergencies involving public safety agencies, Fire and Law Enforcement Coordinators have been selected and function at the County Level (County Coordinator), Mutual Aid Region, and at the State (OES) level. It is expected that during a catastrophic event, such as an earthquake, Coordinators will be assigned at all levels for other essential services (e.g., Medical, Care and Shelter, Rescue, etc.)

Mutual Aid assistance is presented in each section of this emergency plan.

ORGANIZATIONS AND RESPONSIBILITIES**City of Antioch**

Each city within Contra Costa County has identified an Emergency Management Team, and created an Emergency Operations Center (EOC). Because of this preparation, each City can respond to disasters within its boundaries. Each City can also request Mutual Aid from the county or neighboring City, through the identified Emergency Management Team members. Each member of the City Emergency Management Team will:

- *Develop and keep their portions of the City of Antioch Emergency Plan current and compatible with the Contra Costa County and California Emergency Plan and the California Master Mutual Aid Agreement.*
- *Review each of their primary roles and be sure plans are designed to use all available City resources to respond to the emergency.*
- *Review the actions needed to meet the emergency requirements of the immediate community or its neighbors.*
- *Coordinate emergency plans with those of neighboring cities to ensure mutual compatibility.*
- *Before, during and after an emergency, maintain contact with the appropriate City and County staff.*
- *Work with other emergency service organizations in the City and County Emergency Operations Center (EOC) to identify Staging Areas for incoming Mutual Aid for disaster response and recovery activities.*
- *Work with the County to manage sending or receiving Mutual Aid.*
- *Respond to requests for Mutual Aid from the County and other cities within the County.*
- *Send situation reports to Situation Analysis for routing to County OES as the situation develops and as changes in the situation dictate.*
- *Receive and use resources that may be provided by neighboring cities, Contra Costa County, State, Federal and private agencies.*

Contra Costa County

Contra Costa County has identified county management personnel to serve as the Contra Costa County Emergency Management Team. This team is responsible for the emergency planning and response to the unincorporated areas of the county, managing Mutual Aid requests from cities within the county and from neighboring counties. Each member of the County Emergency Management Team will:

- *Manage the responsibilities listed above for the Contra Costa County Emergency Plans and response to disasters in the cities within the county.*
- *Send Mutual Aid requests that cannot be satisfied from within the county to the appropriate State OES Mutual Aid Region Coordinator.*
- *Work with other emergency service organizations in the County Emergency Operations Center (EOC) to identify Staging Areas to provide for incoming Mutual Aid for disaster response and recovery activities.*
- *Respond to requests for Mutual Aid from the cities within the county.*
- *Send Mutual Aid to neighboring counties after coordinating with State OES.*

Emergency Operations Plan (EOP)

- *Request assistance from cities within the county and neighboring counties as necessary and feasible.*
- *Receive and use resources that may be provided by the cities, neighboring counties, State, Federal and private agencies.*
- *Initiate Operational Area structure and responsibilities in the event of a STATE OF WAR EMERGENCY.*

State OES Mutual Aid Region

Coordinators at the State OES Mutual Aid Region level may:

- *Maintain liaison with appropriate Contra Costa County, Operational Area, State and Federal agencies located within the region.*
- *Provide planning guidance and assistance to Contra Costa County and cities within.*
- *Response to Mutual Aid requests submitted by County/Operational Area staff.*
- *Receive, evaluate and disseminate information on emergency operations.*
- *Provide the State Director of OES with situation reports and, as appropriate, recommending courses of action.*

State and Federal

For information about other State or Federal agency activities, see the State Emergency Plan.

Policies and Procedures

- *Mutual Aid resources will be provided and used according to the California Master Mutual Aid Agreement and supporting separate agreements.*
- *Requests for and coordination of Mutual Aid support will normally be done through established channels:*
 - *Cities to Contra Costa Operational Area OES*
 - *Contra Costa Regional Area to State to Mutual Aid Region II*
 - *Region II to State OES, Sacramento.*



**HAZARD
MITIGATION**

HAZARD MITIGATION

Objectives

This part of the Emergency Plan lists the actions, policies and procedures for carrying out Section 404 (Hazardous/Materials Grant Program), Section 406 (Public Assistance Program), Section 409 (Hazard Mitigation Planning) and Section 411 (Individual and Family Grant Program) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Stafford Act (Public Law 100-707) was amended in 1988, formerly known as the 1974 Disaster Relief Act (PL 93-288). These actions take place upon Presidential Declaration of a State of Emergency or Major Disaster. This law assigns hazard mitigation responsibilities to various elements of Federal, State and Local governments in California.

Following a Presidential Declaration of Emergency, Federal aid may be available to help reconstruct the damages caused by the disaster. Most public assistance or assistance funds are limited to restoring facilities to pre-disaster condition, not improving the facility or system. Other funds have been made available to improve the system so the same problem will not occur again. These are called Hazard Mitigation Grant funds (Section 404) and the Hazard Mitigation mechanisms within the Public Assistance Program (Section 406).

In order to qualify or keep the Federal assistance, the State, Contra Costa County and the City of Antioch must follow certain guidelines, or make sure certain tasks are complete. For example, Section 409 of Public Law 100-707 requires that repairs and reconstruction be done according to applicable codes, specifications and standards. It also requires that Federal aid recipients (State of California, Contra Costa County or the City of Antioch) evaluate the natural hazards of the area where the aid is to be used and take action to keep the damage from occurring again. This may require new or upgraded building codes and/or construction practices.

Ideally, hazard mitigation planning and action should take place before a disaster. After a disaster strikes, mitigation opportunities exist only for the next disaster. Sections 404, 406, and 411 deal with the hazard mitigation opportunities presented by an existing emergency. They outline how mitigation efforts may defer the potential hardship and loss that could result in future disasters.

Successful Hazard Mitigation Actions:

- *Prevent or limit the location of vulnerable development and population in hazardous areas.*
- *Alter the design or construction of development to make it less vulnerable to hazards.*
- *Use structural measures to shield people and protect from harm.*
- *Act upon the hazard itself.*

Emergency Operations Plan (EOP)

Successful Hazard Mitigation Measures:

- **Acquire land in fault areas, flood plains, fire open space, etc. The land can be acquired by direct purchase, (full or less than full market value), donation, lease, or easements.**
- **Relocate homes and businesses in hazard areas to less hazardous area.**
- **Redevelop and renew areas, using newer codes in existing structures.**
- **Modify sites and buildings so existing structures can respond better to disasters. For example, retrofit a building for earthquakes or floods.**
- **Enforce Public Works measures to strengthen structural fitness or manage land treatment (reestablishing vegetation, contour plowing, grading, and soil stabilization).**
- **Enforce planning and regulatory measures in new development:**
 - **Land use plans**
 - **Zoning ordinances**
 - **Subdivision regulations**
 - **Environmental regulations**
 - **Building codes**
 - **Housing and sanitary codes**
 - **Disclosure acts (e.g. when property is purchased)**
 - **Moratorium on development**
 - **Open space planning**
- **Persuade and encourage developers and contractors to comply with hazard mitigation measures. This may include financial incentives, disincentives (taxing, mortgage standards, insurance credits) or public facilities location.**
- **Educate the public to increase awareness of hazards.**
- **Modify the effect of the hazard.**

Historically, most mitigation efforts have taken place following a disaster in an effort to alleviate the effects of a similar event. The material below outlines the typical progression of post-disaster response and mitigation efforts taken by City, County, State and Federal agencies:

- **City and/or County proclaim a Local Emergency.**
- **Governor proclaims area a State of Emergency.**
- **Federal/State preliminary damage assessment (PDA) begins.**
- **President declares the area a Major Disaster.**
- **Hazard Mitigation Survey Team (HMST)/Interagency Hazard Mitigation Team (IHMT) assemble personnel.**
- **Public assistance (Section 406) and Individual and Family Grant Programs (section 411) initiated.**
- **Disaster Application Center(s) are opened. (For details, see the Recovery portion of the Finance Section to this plan.)**
- **State submits hazard mitigation application to FEMA Regional Director.**
- **Hazard Mitigation Grant Program (HMGP) funding level established.**
- **City and/or County appoint Local Hazard Mitigation Officers (LHMOs).**
- **City and/or County submit Hazard Mitigation Plans.**
- **State of California establishes priority mitigation measures.**
- **State distributes Notice of Interest (NOI) and application package to eligible agencies.**
- **HMGP Project Selection Committee formed.**

Emergency Operations Plan (EOP)

- *HMGP Project Selection Committee reviews applications and recommends projects to be funded to FEMA.*
- *FEMA conducts approvals and appeals process.*
- *Payments or reimbursements made to sub grantees.*
- *Ongoing project monitoring and reports are submitted by cities and/or county.*
- *Final HMGP Project closeout.*
- *Audit process may begin.*

**Reference Volume #1 City of Antioch Hazard Mitigation Plan.*

Organizations and Responsibilities**City of Antioch**

Following a disaster, the City of Antioch will appoint a Hazard Mitigation Coordinator to work with the Contra Costa County Hazard Mitigation Coordinator. This is typically the Public Works Director.

Prepare staff and City Council to review ordinances and building codes to encourage codes to combat the effects of disasters.

Contra Costa County Operational Area

The EOC Director (County Administrator) will appoint a County Authorized Representative (CAR). This person will be responsible for local performance of hazard mitigation measures under PL 100-707.

Joint Federal/State/Local Hazard Mitigation Team

This is a group of State, Federal and County/City representatives. As a team, they will:

- *Identify significant natural hazards and sites via Preliminary Damage Assessments (PDAs), open Disaster Application Centers (DACs), provide media reports, file insurance claims, etc. (Initial assessment conducted July 2011 and is updated annually).*
- *Visit disaster sites and evaluate impact.*
- *Review and evaluate prior mitigation measures.*
- *Identify measures to mitigate present and future disaster impact.*
- *Provide guidance to local government in updating/developing appropriate codes and standards.*
- *Produce a report within 15 days following proclamation.*

CONTINUITY OF GOVERNMENT

Objectives

Any natural, technological, civil or terrorist disaster could cause a great loss of life and property, including the death or injury of key government officials, the partial or complete destruction of established seats of government and the destruction of public and private records essential to continued operations or government and industry.

Following disaster response and during the reconstruction period, law and order must be preserved and, as far as possible, government services must be maintained. To this end, it is essential that the City of Antioch continue to function. The California Government Code herein after referred to as the "Government Code" and the State Constitution provide authority for the continuity and preservation of State, County and City government.

Government at all levels is responsible for providing continuity of effective leadership and authority, direction of emergency operations and management of recovery. In preparing for a disaster, the City of Antioch and the Contra Costa County Office of Emergency Services (OES), prepared ordinances, resolutions, or executive orders to preserve its structure of government. These need to be reviewed annually.

The City Councils of other cities should support these efforts, before a disaster strikes.

POLICIES AND PROCEDURES

City of Antioch Departments

- *Each City department needs to outline how that department will continue normal operations during disaster response and what records are to be preserved.*
- *Each department plan needs to outline how a department will expect to operate during and following a disaster; what staff positions are essential to continue operations; which staff can be reassigned; and how records will be maintained. The plan will include assignments of alternates to the department director and other vital staff needed to manage the City department's operations.*

Essential Record Preservation

- *The City of Antioch should protect its essential records. Each department director will determine which records to preserve.*

Types of Records

Three types of essential records are those records which:

- 1) Protect the rights and interests of individuals: vital statistics, land and tax records, license registers and articles of incorporation.*
- 2) Conduct emergency operations. These would include utility systems maps, locations of emergency supplies and equipment, emergency operations plans and procedures, lines of succession and lists of regular and auxiliary personnel.*
- 3) Re-establish normal governmental functions and protect the rights and interests of government. Constitutions, charters, statutes, ordinances, court records, official proceedings and financial records would be included here.*

Off Site Storage of Records

Record depositories should be located well away from potential danger zones and stored in facilities designed to withstand blast, fire, water and other destructive forces. Such action will ensure that:

- The rights and interests of individuals, corporations, other entities and government are preserved.*
- Records will be available during emergency operations and later, for reestablishing normal governmental activities.*

Authorities and References

- Continuity of Government in California (Article IV, Section 21 of the State Constitution).*
- Preservation of Local Government (Article 15 of the California Emergency Services Act).*
- Standardized Emergency Management System (Article 9.5 of the California Emergency Services Act).*
- Temporary Seat of Government (Section 450, Title 1, Division 3, Chapter 1 of the Government Code).*
- Preservation of Records (Sections 14745-14750, Title 2, Division 3, Part 5.5, Chapter 5, Articles 2 and 3 of the Government Code)*

**STANDARDIZED
EMERGENCY
MANAGEMENT
SYSTEM
(SEMS)**

FIVE RESPONSE LEVELS

In an emergency, government response is an extraordinary extension of responsibility and action, along with normal day-to-day activity. Normal governmental duties will be maintained, while emergency operations are carried out by those agencies assigned specific emergency functions. The Standardized Emergency Management System (SEMS) has been adopted by the City of Antioch for managing response to multi-agency and multi-jurisdiction emergencies and to facilitate communications and coordination between all levels of the system and among all responding agencies. Section 2400 (CCR), of Title 19, Division 2, of the California Code of Regulations, establishes the standard response structure and basic protocols to be used in emergency response and recovery.

Fully activated, the SEMS consists of five levels:

- 1. Field Response,*
- 2. Local government level,*
- 3. Operational Area (county wide),*
- 4. Region II, and*
- 5. State Government.*

Mutual Aid Region II and OES Region II are identified by the same boundaries, which include sixteen Counties along the coast of California.

Field Response Level:

This level is where emergency response personnel and resources, under the command of an appropriate authority, (Incident Commander), carry out tactical decisions and activities in direct response to an incident or threat. SEMS regulations require the use of the Incident Command System (ICS) at the field response level of an incident. The ICS field functions to be used for emergency management are: Command, Operations, Planning, Logistics, and Finance.

Local Government Level:

Local governments include cities, counties, and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. Local governments are required to use SEMS when their emergency operations center is activated or a local emergency is proclaimed in order to be eligible for State funding of response-related personnel costs. In SEMS, the local government emergency management organization and its relationship to the field response level may vary depending upon factors related to geographical size, population, function and complexity. Local governmental levels shall provide the following functions: Management, Operations, Planning/Intelligence, Logistics, and Finance. Local jurisdictions are responsible for overall direction of personnel and equipment provided for emergency operations through mutual aid. (Government Code, Section 8618).

Operational Area:

Under the SEMS, the operational area is defined in the Emergency Services Act as an intermediate level of the State's emergency services organizations consisting of a county and all political subdivisions within the county area. Political subdivisions include cities, a city and county, counties, district or other local governmental agency, or public agency as authorized by law. The operational area is responsible for:

- *Coordinating information, resources and priorities among local governments within the operational area.*
- *Coordinating information, resources and priorities between regional level and the local government.*
- *Using multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities.*

SEMS regulations specify that all local governments within a county geographic area be organized into a single operational area and that the County Board of Supervisors is responsible for its establishment. The County of Contra Costa is the lead agency for the Contra Costa County Operational Area, which includes the City of Antioch. All local governments should cooperate in organizing an effective operational area, but the operational area authority and responsibility is not affected by the non-participation of any local government.

Activation of the Operational Area during a State of Emergency or a Local Emergency is required by SEMS regulations under the following conditions:

- *A local government within the operational area has activated its EOC and requested activation of the operational area EOC to support their emergency operations.*
- *Two or more cities within the operational area have proclaimed a local emergency.*
- *The county and one or more cities have proclaimed a local emergency.*
- *A city, city and county, or county has requested a governor's proclamation of a State of emergency, as defined in Government Code 8558 (b).*
- *A State of emergency is proclaimed by the governor for the county or two or more cities with the operational area.*
- *The operational area is requesting resources from outside its boundaries. This does not include resources used in normal day-to-day operations, which are obtained through existing mutual aid agreements.*
- *The operational area has received resource requests from outside its boundaries. This does not include resources used in normal day-to-day operations, which are obtained through existing mutual aid agreements.*

Regional Level:

Because of its size and geography, the State has been divided into six mutual aid regions. The purpose of a mutual aid region is to provide for the more effective application and coordination of mutual aid and other emergency related activities.

The State OES has also established three Administrative Regions (Coastal, Inland, and Southern). These Administrative Regions are the means by which the State of California OES maintains day-to-day contact with emergency services organizations at local, county and private sector organizations.

In SEMS, the regional level manages and coordinates information and resources among operational areas within the mutual aid region and also between the operational areas and the State level. The regional level also coordinates overall State agency support for emergency responses.

State Area:

This level of SEMS manages State resources in response to the emergency needs of the other levels and coordinates mutual aid among the mutual aid regions and between the regional level and State level. The State level also serves as the coordination and communication link between the State and the Federal disaster response system.

Federal Emergency Management Agency (FEMA):

This agency serves as the main Federal government contact during emergencies, major disasters and national security emergencies. The United States is divided into nine FEMA regions. California is Region IX.

**EMERGENCY
OPERATIONS CENTER**

Emergency Operations Plan (EOP)

The City of Antioch's Emergency Operations Center is used to coordinate, manage and provide mitigation, response, and recovery planning for large-scale emergencies or disasters. It is equipped to accommodate various functions when fully activated.

When a major emergency or disaster strikes, centralized emergency management is needed. The Emergency Operations Center provides a central location of authority and information, and face-to-face coordination among personnel that must make emergency decisions.

The following functions are performed in the City of Antioch's EOC:

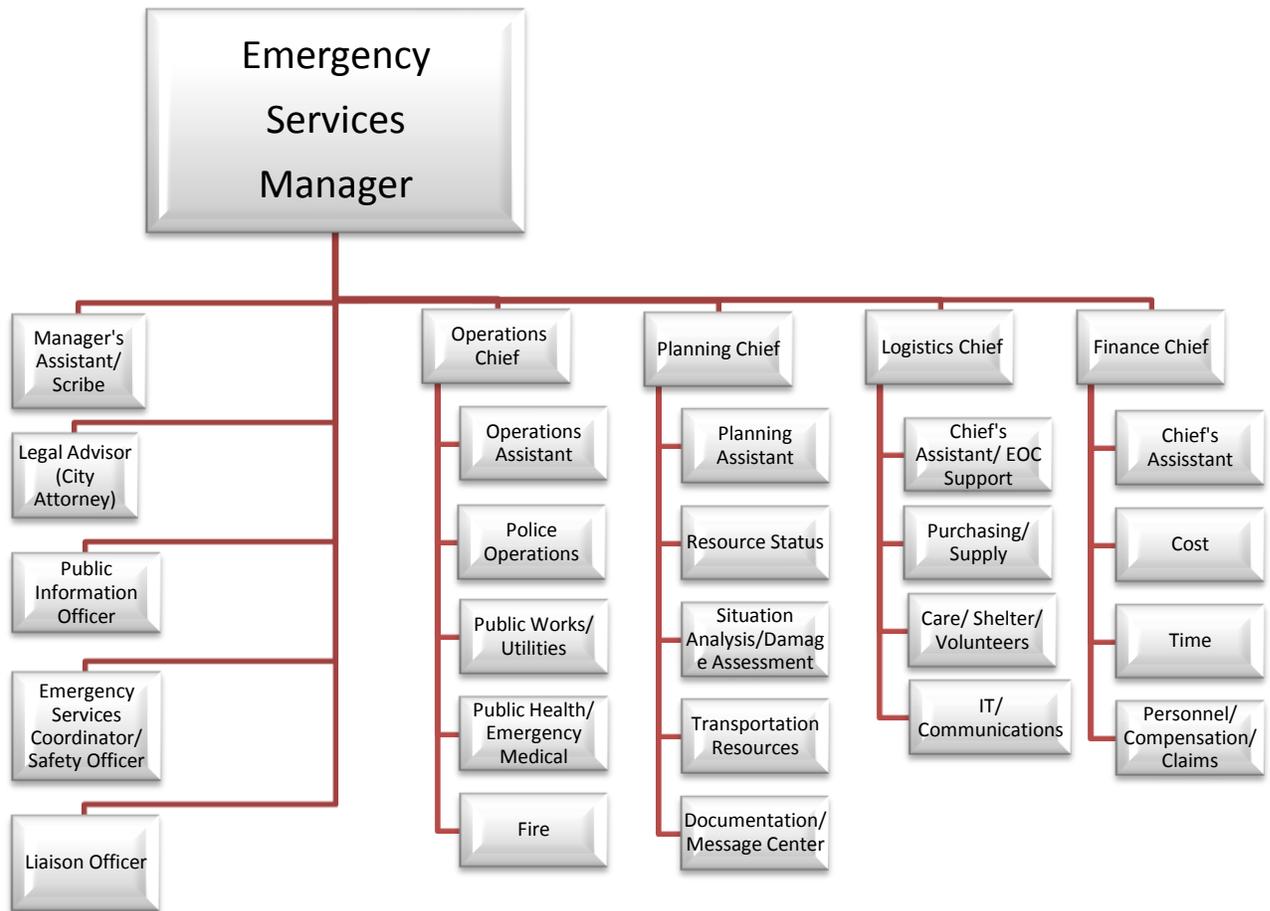
- ***Receiving and disseminating alerts and warnings.***
- ***Managing emergency operations.***
- ***Developing policies and procedures.***
- ***Collecting and communicating the intelligence from, and disseminating information to, the various EOC Emergency Management Staff, and as appropriate, to the Contra Costa County Operational Area, State of California OES, military, and Federal government.***
- ***Preparing intelligence information summaries, situation reports, operation reports, and other reports as required.***
- ***Maintaining general and specific maps, information display boards, and other data pertaining to the emergency operations.***

EOC ORGANIZATION

Like the tactical operations that occur in the field at the incident scene, the EOC is operated under the Incident Command System (ICS). This system is generally designed to provide unity of command, span of control and division of labor both in the EOC and the field. The structure of the system is especially intended to meet the requirements of any emergency large or small. This system also reflects the requirements of the Standardized Emergency Management System (SEMS). Essentially this system allows agencies throughout the State of California to communicate using common terminology and operating procedures. (Please see chart on following page that depicts the hierarchy and communications flow provided by ICS.)

NOTE: Once a department has been instructed to report to the EOC, its function in the EOC cannot be terminated without the knowledge and consent of the Emergency Services Manager.

EMERGENCY OPERATIONS ORGANIZATIONAL CHART



EMERGENCY OPERATIONS CENTER AUTHORITY

A “State of Emergency” or “Local Emergency” can exist when threats to safety or persons or property exists due to: fire, flood, storm, epidemic, riot, drought, plant or animal infestation or disease, earthquake, volcanic eruption or other conditions likely to be beyond the control of the services, personnel and equipment of the City to combat the normal course of events. [Government Code §§8550 et. seq. and in Title 4, Chapter 2, of the Antioch Municipal Code].

The proclaiming of a local emergency conveys several benefits and powers, including:

- Ability of the City to avoid the normal procurement or competitive bidding process in order to obtain labor, materials and services;***
- Triggering of mutual aid from other jurisdictions;***
- Entitlement to reimbursement from FEMA;***
- Power to issue special orders and regulations, such as curfews, alcohol restrictions, etc.;***
- Ability to commandeer supplies and equipment (to be paid for at a later time by the agency);***
- Authority to mobilize public employees and order them to assume Civil Defense duties;***
- Enjoyment of certain liability immunities from claims and lawsuits.***

Under our ordinance, the City Manager is designated as the Emergency Services Manager. The City Manager is authorized to appoint various deputies, who are City department heads who have the ability to act as Emergency Services Manager in case of the City Manager’s absence or unavailability. The Emergency Services Manager is authorized to issue a proclamation of Local Emergency, along with associated rules and regulations following the issuance of the Declaration.

The City Council must confirm the declaration of a local emergency issued by the “Emergency Services Manager as soon as possible” but within at least seven days. Any emergency ordinances issued by the Emergency Services Manager would also be confirmed (or amended/rescinded) by the City Council at that time.

In a local emergency, the Emergency Operations Center is likely to be activated. This is essentially a command and control center, which has the major function of dispatching and supporting field personnel in performing their duties during the emergency. The Manager has responsibility for the overall functioning and operations of the Center. During the emergency, the Emergency Services Manager or his/her designee will keep the Mayor and Council apprised of developments regarding the emergency and the functioning of the Center. The Mayor and Council members may be asked to participate in press conferences or other activities which will help to demonstrate the continuity of

Emergency Operations Plan (EOP)

government during the emergency and of course the Council members will fulfill the usual function of acting as the “eyes and ears” of the community and communicating valuable information to the Emergency Services Manager and the Center staff.

Pursuant to the Brown Act (Government Code §54956.5) a majority of the Council may determine that an emergency situation exists and call an emergency City Council meeting. At least one hour prior to the meeting, notification must be provided to all media outlets which have requested notice of meetings. Emergency meetings may not be held in closed session, §54956.5. Thus during the local emergency, if the Manager, Mayor or a majority of the Council determine that a formal City Council meeting would be desirable to take some official action, a meeting can be called with the one hour notice mentioned above.

EOC ACTIVATION CRITERIA

It is important to activate the EOC at an appropriate level to manage the emergency and stay ahead of the situation. The following information is provided to serve as a guide regarding the appropriate level when considering EOC activation.

The decision to activate the Emergency Operations Center must be based on the emergency incident or situation:

- *Resources beyond the City of Antioch’s capability are required.*
- *An Emergency of long duration.*
- *Local or State emergency will be declared.*

EOC ACTIVATION PROCEDURES OVERVIEW

The EOC provides a central location of authority and information, and allows face-to-face coordination among personnel who make emergency decisions. The following functions are performed in the City of Antioch’s EOC.

- *Managing and coordinating emergency operations.*
- *Receiving and disseminating warning information.*
- *Developing emergency policies and procedures.*
- *Collecting intelligence from and disseminating information to the various EOC representatives and other County, State, and Federal agencies.*
- *Preparing intelligence/information summaries, situation reports, operational reports, and other reports required.*
- *Maintaining general and specific maps, information display boards, and other data pertaining to emergency operations.*

Emergency Operations Plan (EOP)

- *Continuing analysis and evaluation of all data pertaining to emergency operations.*
- *Controlling and coordinating Operations, Planning, Logistics and Finance resources committed to the emergency.*
- *Maintaining contact and coordination with support agencies and other Local, County and State EOC's.*
- *Provide emergency information and instructions to the public, making official releases to the news media, and scheduling press conferences as necessary.*

The City's primary EOC is located in the City of Antioch's Police Department located at 300 L Street. The Alternate EOC is located at the Water Treatment Plant, 401 Putnam Street.

The Section Chief or the alternate representative at the EOC will conduct the direction and control of individual response groups from the EOC. On scene execution of directions issued out of the EOC will be done in accordance with the department's individual Standard Operating Procedures and with the established Incident Command System procedures used by all City emergency response personnel.

Response to each separate incident or area of emergency conditions is controlled by an on-scene Incident Commander, who is most often the highest ranking "on-scene" officer of the department with primary or lead agency responsibility for the major activity under way at the scene. The response to each incident is organized and managed under the Incident Command System, a description of which is can be found in the Glossary.

City of Antioch**THE EMERGENCY OPERATIONS CENTER ACTIVATION**

When activating the Emergency Operations Centers, be prepared to provide the following information to the Emergency Services Manager upon arrival at the EOC.

- *Determine the level of the disaster.*
- *Evaluate current resources committed and possible future needs.*
- *Determine infrastructure damage.*
- *Report the Sections and Branches that have been activated.*
- *Initiate appropriate emergency call back procedures.*
- *Provide an initial update of the incident.*

Levels of Disasters:

The City of Antioch recognizes three levels of disasters. These levels will be dictated by the severity of the emergency. These levels correspond to the CALEMA and the City of Antioch Emergency Plan.

Level 1

A moderate to severe incident wherein local resources are adequate and available. Some or all off duty personnel in all departments may be recalled.

Level 2

A moderate to severe emergency wherein local resources are not adequate and Mutual Aid may be required. All off duty personnel in all departments will be recalled.

Level 3

A major disaster wherein resources in or near the impacted area are overwhelmed and extensive Mutual Aid is required. A State of Emergency will be proclaimed and a Presidential Declaration of an Emergency or Major Disaster will be requested. All off duty personnel in all departments will be recalled.

EMERGENCY OPERATION CENTER**ACTIVATION STAGES****STAGE I - PARTIAL ACTIVATION:**

City Manager or his/her designated representative will activate the EOC.

INITIAL STAFFING FOR EOC OPERATIONS DURING AN EMERGENCY (LEVEL I):

- *Emergency Services Manager*
- *EOC Coordinator*
- *Operations Section Chief*
- *Law Enforcement*
- *Public Works/ Utilities*

The Emergency Operation Center may be utilized for Stage I Activation to support a response from Law Enforcement such as a barricaded suspect or a Fire Department operation such as a Hazardous Material incident or large fire.

STAGE II - FULL ACTIVATION:

City Manager or his/her designated representative activates the EOC through standing procedures, requests setup of all EOC Sections as follows:

INITIAL STAFFING FOR EOC OPERATIONS LEVEL II INCIDENT

- *Management Section*
- *Operations Section*
- *Planning Section*
- *Logistics/ Finance Section*

Section Chiefs and their Unit Personnel will be notified by means of phone tree to report to the EOC or stand by.

All other City employees are notified by phone tree, if possible and as necessary, and called back to the City or instructed to stand by.

City Manager will notify the City Council.

DISASTER MANAGEMENT NOTIFICATION RESPONSE**Purpose:**

The following communication procedures provide a communications chain for disaster personnel to follow in response to any incident that has the potential to become community-wide.

Policy:

It is the policy of the City of Antioch, OES, to require immediate notification once a determination is made on the seriousness of any potential emergency disaster incident:

- *Major natural disaster (flood, fire, earthquake, etc.); or*
- *Major disaster (fire, explosion, chemical spill).*

Notification to the Chief of Police shall be made through the chain of command. The Chief of Police and/or his or her designee may make the following notifications in the listed order based on his/her discretion:

- 1. Emergency Services Manager /City Manager*
- 2. Chief of Police*
- 3. Community Development Director*
- 4. Public Works Director*
- 5. The City employee with the highest degree of expertise in the type of emergency at hand.*
- 6. The City Attorney*

If difficulty is experienced in trying to reach a specific management representative, the next person in order shall be notified; and it will be that person's responsibility to follow-up with the person before him or her that could not be reached by the Police Department.

Once the first person in the command order is notified, it will be that person's responsibility to notify all others in the command order.

If the Emergency Services Manager, or his designated representative, determines that a partial or full activation of the Emergency Operations Center should be implemented, then all other appropriate staff would be notified (phone tree) by Section Chiefs of the Emergency Operations Plan (Management, Operations, Planning, Logistics/ Finance Sections – refer to attached listing). It would be each Section Chief's responsibility to inform their entire department's facility and staff of the status of a disaster and to call in appropriate personnel to staff the EOC if necessary. When in doubt about whether your situation warrants notification, make the notification. Notification of the Mayor and Council would be made by the Emergency Services Manager or his/her designated representative.

EOC/ DISASTER NOTIFICATION PROCEDURE

- I. Notification of the disaster would be made to the Chief of Police through the chain of command.***

- II. Chief of Police or designee notifies:***
 - A. City Manager;***
Or
 - B. Community Development Director***
Or
 - C. Public Works Director;***

- III. Emergency Services Manager/City Manager will contact the individual Section Chiefs by phone.***

- IV. Each EOC Section Chief shall be responsible for notifying their section members by phone or pager to fill their appropriate section positions.***

- V. EOC staffing list, which contains phone numbers, shall be retained in each Section Chief's or his/her alternate's possession.***

CITY COUNCIL***GENERAL DUTIES:***

Provide policy and directions to Emergency Services Manager

Be prepared to conduct an emergency City Council session within seven days of an event to ratify a Proclamation of Local Emergency.

- The State of California Governor's Office of Emergency Services Act, Chapter 7 of Division 1, Title 2 of the Government Code as amended through the 1995-1996 Regular Session, 8558, Article 2, sub-section "C", Article 10, 8610, Article 14, 8630-8634 and Article 15, 8635-8644.***

Survey the impacted areas of the City of Antioch.

Consider the need to replace members of the Council unable to perform their responsibilities due to absence, injury or death.

**MANAGEMENT
SECTION**

MANAGEMENT SECTION

The Management Section is responsible for overall command and administration of the incident. Management also includes certain support staff functions required to support the command function.

- *Emergency Services Manager (City Manager or Designee)*
- *Emergency Services Manager's Assistant/Scribe*
- *Legal Advisor (City Attorney)*
- *Public Information Officer*
- *EOC Coordinator/Safety Officer*
- *Liaison*

Emergency Services Manager

The Emergency Services Manager is responsible for overall management of the City's emergency response effort. The Emergency Services Manager is the City Manager. In the absence of the City Manager, the Police Chief is the Emergency Services Manager.

Emergency Services Manager's Assistant/Scribe

The Emergency Operations Assistant/Scribe provides assistance to the Emergency Services Manager in all areas of the emergency and documentation of actions taken by the management section.

Legal Officer

The Legal Officer is the City Attorney or his/her designee. The Legal Officer provides advice to the Emergency Services Manager in all legal matters relating to the emergency. The Legal Officer assists the Emergency Services Manager in declaring a local emergency and implementation of emergency powers.

Public Information Officer

The Public Information Officer is responsible for the formulation and release of information about the event, as well as the point of contact for news media and other appropriate agencies and organizations. The position is intended to provide media and informational advice to the Emergency Services Manager on all public information matters relative to the emergency. Also may be asked by members of the City Council to act as a source of information to the public and news media.

EOC Coordinator /Safety Officer

The EOC Coordinator/Safety Officer monitors and assesses hazardous and unsafe situations and assures personnel safety and supports the Emergency Services Manager in the overall operation of the EOC and supports the response effort for the City of

Emergency Operations Plan (EOP)

Antioch. Ensure that all disciplines within the Emergency organization have the resources necessary to complete their assignment. Works with the members of the Management Section to develop an Incident Action Plan. Provides support to the EOC manager.

Liaison

The Liaison Officer is assigned to work with agencies responding to the Antioch EOC and to help coordinate a responder to the Contra Costa County Operational Area Emergency Operations Center or to the Office of Emergency Service Coastal Region II, to act in the best interest and on behalf of the City of Antioch in all matters relative to the emergency.

OPERATIONS SECTION

OPERATIONS SECTION

The Operations Section is under the supervision of the Operations Section Chief who is in charge of all functions with the Operations Section. The Operations Section is dedicated to all field operations. In addition, the Operations Section is responsible for the management of all incident tactical activities. The following functions and units are the responsibilities of the Operations Section.

- **Operations Chief**
- **Operations Assistant**
- **Police Operations**
- **Public Works/ Utilities**
- **Public Health/ Emergency Medical**
- **Fire Operations**

Operations Chief

The Operations Section Chief is in charge of all functions and units in the Operations Section and reports directly to the Emergency Services Manager. The Chief is a member of the General Staff and is also responsible for the management of all operations directly applicable to the emergency. The Operations Chief assists the Manager of Emergency Services in the development and execution of the Incident Action Plan, and approves all requests for Mutual Aid and other resources.

Operations Chief's Assistant

Supports the emergency operation functions of the Operations Section which include: Law Enforcement, Fire, Public Health, Maintenance, and Utilities. Implements the Incident Action Plan, evaluates and acts on operational information, and establishes priorities for actions that must be taken. Provides support services to the Section Chief.

Police Operations

The Police mission is to provide warning information, evacuate citizens, control traffic and provide security. Also enforce temporary rules and laws, controls crime and assists the coroner in the identification of remains and in the operation of a temporary morgue. The Police also coordinate the animal shelter program with the Care and Shelter branch in the Logistics Section.

Public Works/Utilities

The Public Works/Utilities function is responsible for the coordination of all public works activities and may also be called upon to supply special equipment and expertise in the operation of that equipment in assisting fire with rescue operations. Personnel may be assigned to assist with inspection of bridges, over crossings, public structures and other infrastructure. Also maintains, restores and repairs as required, the waste water system.

Emergency Operations Plan (EOP)

Maintain the waste water system so as to prevent leaks and spills thereby preventing the possible spread of disease.

Public Health/Emergency Medical

The Public Health function is a liaison position. They will determine the medical needs of the City and coordinate with Contra Costa County Operational Area Emergency Operations Center for the appropriate medical response. It is also essential to maintain an ongoing liaison with the Office of Emergency Services Coastal Region II and local hospitals.

Fire Operations

Fire's primary mission is the prevention, suppression and control of fires. They also respond to hazardous material incidents as required Maintenance/Utilities. (Contra Costa Fire District)

**PLANNING
INTELLIGENCE
SECTION**

PLANNING/INTELLIGENCE SECTION

The Planning Section is under the supervision of the Planning Section Chief. Some of the duties and responsibilities of the Planning Section are the gathering and analysis of all data regarding the incident and the assigned resources. The Planning Section is also responsible for damage assessment, resource status, developing alternatives for tactical operations, conducting the planning meetings, and assisting in the preparation of the Incident Action Plan for the overall operation. The following branches are in the Planning Section:

- *Planning/Intelligence Chief*
- *Planning/intelligence Assistant*
- *Resource Status*
- *Situation Analysis and Damage Assessment*
- *Transportation Resources*
- *Documentation/ Message Center*

Planning/Intelligence Chief

The Planning Section is managed by the Planning Section Chief and is responsible for collecting, evaluating, disseminating, forecasting and formulating information relative to the emergency for the purpose of assisting the Manager of Emergency Services in the development of an Incident Action Plan.

Planning/Intelligence Chief's Assistant

Supports the emergency operation functions of the Planning Section and reports to the Planning Chief. Duties include; taking notes within section briefing meetings, supports partial or full activation of the EOC, documents all personnel in the planning section, coordinates a schedule for briefings with EOC manager, and maintaining documents, and information related to the disaster.

Resource Status

The Resource branch receives information from Damage Assessment, Situation Analysis, Fire, Police and various other sources. Once this information is gathered, under the supervision of Situation Analysis, Resource Status will post and keep current all information on the status boards and maps in the Emergency Operations Center.

Situation Analysis and Damage Assessment

The Situation Analysis branch primary role is to collect and process all information and intelligence and to evaluate and disseminate information to Resource Status for display. Another responsibility includes supervising emergency mapping and the recording of operations and to act as a resource to the Planning Section Chief. The Damage

Emergency Operations Plan (EOP)

Assessment branch provides an overall inspection of the City of Antioch and prepares damage assessment reports for the Manager of Emergency Services. This branch maintains ongoing communications between field units and the members of the Damage Assessment branch while keeping all information and intelligence current, complete and correct.

Transportation Resources

The Transportation Resources branch provides any vehicle that may be required to be used during the emergency. These vehicles may include cars, trucks, buses, heavy equipment, and any other equipment as required. All Fire and Police resources will be requested using the Mutual Aid Agreements through the Operations Chief.

Documents/ Message Center

The Documentation branch records all events and operations. The branch maintains and files all EOC messages, maintains an official history of the emergency to ensure complete documentation for the purpose of recovery of funds, and provides necessary guidance to members of the EOC for individual workstation documentation procedures. The Message Center sends external messages via radio and phone. They also relay internal EOC messages.

LOGISTICS SECTION

LOGISTICS

The Logistics Section is under the supervision of the Logistics Section Chief and provides all the support needs of the incident. The Logistics Section orders all resources, manages volunteer personnel and provides facilities, transportation, supplies, equipment, fuel, food and other related needs as required (except Mutual Aid). The Logistics Section is responsible for the support of City Staff assigned to the emergency. Logistics will provide shelter, food and other items necessary to ensure the safety, care and security of the City staff. The Logistics Section is made up of:

- *Logistics Chief*
- *Chief's Assistant / EOC support*
- *Purchasing / Supply*
- *Care & Shelter/Volunteers*
- *IT/Communication*

Logistics Chief

The Logistics Section Chief is normally the IT Director. This person will manage all branches of the Logistics Section, and provide for personnel, materials and facilities as required for mitigating the emergency.

Chief's Assistant /EOC Support

Provides support to the Logistics Section Chief including Purchasing/Supply, Transportation, Care, Shelter and Volunteers, Utilities, EOC Facilities Manager, Communications operations and procures and provides materials and facilities.

The EOC Facilities/Support maintains the Emergency Operations Center operating work locations. They coordinate food, drink and rest for the EOC working staff.

Purchasing / Supply

The Purchasing/Supply branch obtains, stores, and provides all tangible products that may be required during an emergency that are not related to transportation or personnel. Coordinate vendor contracts not previously addressed by existing approved vendor lists. Coordinate with Logistics Section Chief on all matters involving the need to exceed established purchase order limits.

Care and Shelter/ Volunteers

The Care and Shelter branch, working in cooperation with the American Red Cross, provide shelter and food to all homeless and displaced persons resulting from the emergency. These temporary shelters may be set up in City and private facilities designated as primary City shelters or secondary shelters as required. This Branch will act as a clearinghouse and inquiry service to reunite separated families. Care and Shelter will determine the number and layout of facilities for the incident and provide sleeping and sanitation facilities for people impacted by the disaster. This branch also coordinates the animal shelter program with the Police branch in the Operations Section.

The volunteer portion of this position provides direction and control to convergent volunteer workers, mutual aid personnel, and fills the personnel needs of the Operations Section upon request. Personnel provide for Family Assistance Program, Critical Incident Stress Management Program and coordinates with the Logistics Section, the care and shelter of EOC and field response staff.

IT/ Communications

The Communications branch coordinates the activities of the Police Communications with the Emergency Operations Center. Working with the Operations Chief, the Communications branch will ensure that all field operations as it applies to Dispatch Communications operates smoothly.

FINANCE

SECTION

Finance

The Finance Section is under the supervision of the Finance Section Chief and ensures that adequate records are maintained to support requests for State and Federal assistance; tracks time worked by all emergency personnel involved in the incident; provides cost analysis and projections.

The Finance Section is made up of:

- ***Finance Chief***
- ***Chief's Assistant***
- ***Cost Unit***
- ***Time Unit***
- ***Personnel/Compensation/Claims***

Finance Chief

The Finance Section Chief is normally the Finance Director. This person will manage all branches of the Finance Section to include Cost, Time, Personnel/Compensation/Claims and claims for compensation against the City of Antioch from members of the general public.

Chief's Assistant

Support to the Finance Section Chief. They record the time each worker enters the EOC to ensure that no worker is on duty for more than twelve hours.

Cost

The Cost unit provides the projected cost of supplies and materials to support the emergency. It collects all cost data, performs cost effectiveness analysis and provides estimates and cost savings recommendations.

Time

The Time Unit maintains records of all personnel, location, duties, and time worked at the emergency which includes all volunteers that may or may not be previously registered as Disaster Service Workers.

Personnel/Compensation/Claims

The Personnel unit manages the staffing needs of response agencies and reassigns City staff as needed.

The Compensation/Claims portion of the position manages all legal claims for compensation filed against the City of Antioch. It accepts as the official agent for the City, all legal claims resulting from damage and personal injury. It provides counsel to the Manager of Emergency Services upon request and provides support in areas of claims for bodily injury and property damage compensation presented to the City.

RECOVERY

RECOVERY

RESPONSIBILITIES:

The City of Antioch will undertake operations necessary to return the City to normal operations. The Mayor, or his or her designee, will be responsible for determining priority efforts, allocating resources to high priority objectives, and the restoration of normal City functions.

Recovery will be handled in two phases, short term and long term. Short term recovery will begin during the response phase of the emergency.

Long-term recovery will restore facilities to pre-disaster condition. This will include hazard mitigation activities, restoration of impacted facilities, and disaster response cost recovery. If public safety is a concern, rapid recovery may require adjustments to policies and procedures to streamline the recovery process.

Need To Determine:

- *Recovery coordinator*
- *Recovery tasks (depending on the type of disaster)*
- *Restoration tasks*
- *Damage assessment summary*
- *Define recovery time lines*
- *Recovery teams should be determined by the Section Chiefs*
- *A plan for the initial recovery operations should be developed by the Section Chiefs*

RECOVERY DUTIES BY SECTIONS

Operations Recovery:

- *Obtain briefing from Section Chief*
- *Establish a Hazard Mitigation Team*
- *Public Works will monitor utilities priorities*
- *Public Works will monitor road repair priorities*
- *Abate hazardous structures*

Emergency Operations Plan (EOP)***Financial Recovery:***

- ***Obtain briefing from Section Chief***
- ***Provide individual assistance through FEMA***
- ***Set up Disaster Assistance Centers***
- ***Prepare claims for City for assistance from State and Federal***
- ***Establish City procedures to document response and recovery costs***

Planning Recovery:

- ***Obtain briefing from Section Chief***
- ***Establish and coordinate a Recovery Task Force***
- ***Task Force will establish priorities for repairing and rebuilding public facilities***
- ***Task Force will establish priorities for a housing recovery plan***

(Some or all of the above duties will apply depending on the type of disaster)

When Recovery Phase has been Declared Over:

- ***Ensure that all required forms or reports are completed and turned in prior to your release or departure***
- ***Determine what follow-up to your assignment might be required before your release***
- ***Be prepared to provide input to the after action report***
- ***Deactivate the Recovery Units and close out logs when authorized by the Manager***
- ***Leave forwarding phone numbers of where you can be reached***

Note: Hazard Mitigation details on pages 23-28 will be utilized as part of the Recovery Operations

GLOSSARY

Glossary

A

Action Plan

The plan prepared in the EOC containing the emergency response objectives of an ICS level and reflecting overall priorities and supporting activities for a designated period. The plan is shared with supporting agencies.

After Action Report

A report covering response actions, application of ICS, modifications to plans and procedures, training needs, and recovery activities. After action reports are encouraged following any emergency, which requires a declaration of an emergency.

Agency

An agency is a division of government with specific function, or a non-governmental organization (e.g., private contractor, business, etc.) that offers a particular kind of assistance. In ICS, agencies are defined as jurisdictional (having statutory responsibility for incident mitigation), or assisting and/or cooperating (providing resources and/or assistance). (See Assisting Agency, Cooperating Agency, and Multi-Agency)

Agency Representative

An individual assigned to an incident or to an EOC from an assisting or cooperating agency who has delegated authority to make decisions on matters affecting the agency's participation at the incident or at the EOC. Agency representatives report to the Liaison Officer at the incident or to the Liaison Coordinator at EOC levels.

Allocated Resources

Resources dispatched to an incident.

American Red Cross

A quasi-governmental volunteer agency that provides disaster relief to individuals and families.

Emergency Operations Plan (EOP)**Area Command**

An organization established to:

- 1. Oversee the management of multiple incidents that are each being handled by an Incident Command System organization: or*
- 2. Oversee the management of a very large incident that has multiple Incident Management Teams assigned to it. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources based on priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed.*

Assigned Resources

Resources checked in and assigned tasks on an incident.

Assignments

Tasks given to resources to perform within a given operational period based on tactical objectives in the Incident or EOC Action Plan.

Assisting Agency

An agency directly contributing tactical or service resources to another agency.

Available Resources

Incident-based resources, which are available for immediate assignment.

B**Base**

The location at an incident where primary logistics functions for an incident are coordinated and administered. There is only one base per incident. (Incident name or other designator will be added to the term "Base".) The Incident Command Post may be co-located with the base.

Branch

The organizational level at the ICS Field Level having functional or geographical responsibility for major parts of incident operations. The Branch level is organizationally between Section and Division/Group in the Operations Section, and between Section and Units in the Logistics Section. Branches are identified by the use of Roman Numerals or by functional name. (e.g., medical, security, etc.). Branches are also used in the same sequences at EOC Levels.

C

Cache

A pre-determined complement of tools, equipment and/or supplies stored in a designated location, and available for incident use.

Care and Shelter

A phase of operations that meets the food, clothing, and shelter needs of people on a mass care basis.

Casualty Collection Points (CCP)

A location within a jurisdiction that is used for the assembly, triage (sorting), medical stabilization, and subsequent evacuation of casualties. It may be used for the receipt of incoming medical resources (doctors, nurses, supplies, etc.). Preferably, the site should include or be adjacent to an open area suitable for use as a helicopter pad.

Catastrophic Disaster

Although there is no commonly accepted definition of a catastrophic disaster the term implies an event or incident which produces severe and widespread damage of such a magnitude as to result in the requirement for significant resources from outside the affected area.

Catastrophic Disaster Response Group (CDRG)

The national-level group of representatives from the Federal Government and agencies under the plan. The CDRG serves as a centralized coordinating group which supports the on-scene Federal response and recovery efforts. Its members have access to the appropriate policy-makers in their respective parent organizations to facilitate decisions on problems and policy issues.

Chain of Command

A series of management positions in order of authority.

Check-in

The process whereby resources first report to an incident or into an EOC. Check-in locations at the field level include: Incident Command Post (Resources Unit), Staging Areas, and Division Supervisors (for direct line assignments).

Checklist

A list of actions taken by an element of the emergency organization in response to a particular event or situation.

Civil Air Patrol

A civilian auxiliary of the United States Air Force which provides personnel, services, and equipment for specified missions in support of State and local emergency operations.

Civil Disorder

Any incident intended to disrupt community affairs, which requires police intervention to maintain public safety. Incidents may be riots and mass demonstrations as well as terrorist attacks.

Civil Preparedness Guidance (CPG)

A series of FEMA policy documents.

Clear Text

The use of plain English in radio communications transmissions. No Ten Codes or agency specific codes are used.

Code of Federal Regulations (CFR)

“49 CFR” refers to Title 49 - the primary volume regarding HAZMAT transportation regulations.

Command

The act of directing and/or controlling resources at an incident by virtue of explicit legal, agency, or delegated authority. May also refer to the Incident Commander.

Command Staff

The Command Staff at the field level consists of the Information Officer, Safety Officer, and Liaison Officer. They report directly to the Incident Commander. They may have an assistant or assistants as needed. These functions may also be found at the EOC levels in ICS, although the proper term for the Section is the “Management Section”. At the EOC level, the staff members would report to the EOC Director/Director of Emergency Management.

Emergency Operations Plan (EOP)**Communications Unit**

An organizational unit in the Logistics section responsible for providing communication services at an incident or an EOC. A communications unit may also be a facility (e.g. a trailer or mobile van) used to provide the major part of an Incident Communications Center.

Compact

Formal working agreements among agencies to obtain mutual aid.

Claims Unit

Functional unit within the Finance Section responsible for financial concerns resulting from property damage, injuries, or fatalities at the incident or within an EOC.

Comprehensive Emergency Management (CEM)

An integrated approach to the management of emergency programs and activities for: All four emergency phases (mitigation, preparedness, response, and recovery); all types of emergencies and disasters (natural, man-made, and attack); and all levels of government (Local, State, and Federal) and the private sector.

Computerized Hazard Identification Program (CHIP)

Part of FEMA's Integrated Emergency Management System, this evaluation program identifies the hazards posing the greatest threat to State and local governments and the capabilities of existing programs to respond (formerly referred to as Hazard Identification and Capability Assessment).

Contingency Plan

A sub or supporting plan which deals with one specific type of emergency, the probable effect on the jurisdiction, and the actions necessary to offset these effects.

Continuity of Government (COG)

All measures that may be taken to ensure the continuity of essential functions of governments in the event of emergency conditions including line-of-succession for key decision makers.

Cooperating Agency

An agency supplying assistance other than direct tactical or support functions or resources to the incident control effort (e.g., American Red Cross, telephone company, etc.).

Coordination

The process of systematically analyzing a situation, developing relevant information, and informing appropriate command authority of viable alternatives for selection of the most effective combination of available resources to meet specific objectives. The coordination process (which can be either intra- or inter-agency) does not involve dispatch actions. However, personnel responsible for coordination may perform command or dispatch functions within the limits established by specific agency delegations, procedures, legal authority, etc. Multi-agency or Inter-agency coordination is found at all ICS levels.

Coordination Center

Term used to describe any facility that is used for the coordination of agency or jurisdictional resources in support of one or more incidents.

Cost-Sharing Agreement

Agreements between agencies or jurisdictions to share designated costs related to incidents. Cost-sharing agreements are normally written but may be verbal between authorized agency and jurisdictional representatives at the incident.

Cost Unit

Functional unit within the Finance section responsible for tracking costs, analyzing cost data, making cost estimates, and recommending cost-saving measures.

CPG 1-5 - Objectives for Local Emergency Management

Prepared by FEMA, this describes guide functional objectives that represent a comprehensive and integrated emergency management program.

CPG 1-8: Guide for Development of State and Local Emergency Operations Plans

Prepared by FEMA, this document describes how to write Emergency Operations Plans.

CPG 1-8a: Guide for the Review of State and Local Emergency Operations Plans

Prepared by FEMA, this publication provides FEMA staff with a standard instrument for assessing EOPs that are developed to satisfy the eligibility requirement for receiving Emergency Management Assistance (EMA) funding also called the "crosswalk" checklist.

CPG 1-35: Hazard Identification, Capability Assessment, and Multi-Year Development Plan

This plan for local governments is prepared by FEMA and is used as a planning tool to guide local jurisdictions through a logical sequence for identifying hazards, assessing capabilities, setting priorities, and scheduling activities to improve capability over time.

D

Damage Assessment

The process is utilized to determine the magnitude of damage and the unmet needs of individuals, businesses, the public sector, and the community as a result of a disaster or emergency event.

Declaration

The formal action by the President to make a State eligible for major disaster or emergency assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 3-288, as amended (the Stafford Act).

Declaration Process

When a disaster strikes, local authorities and individuals request help from private relief organizations and their State government, which gives all possible assistance. If assistance is beyond their capability, the Governor requests a presidential declaration of a major disaster or an emergency.

Delegation of Authority

A Statement delegating authority and assigning responsibility provided to the Incident Commander by the Agency Executive. The delegation of authority can include objectives, priorities, expectations, constraints, and other considerations or guidelines as needed. Many agencies require written delegation of authority to be given to Incident Commanders prior to their assuming command on larger incidents.

Demobilization Unit

Functional unit within the Planning section responsible for assuring orderly, safe and efficient demobilization of incident or EOC assigned resources.

Department Operations Center

An EOC used by a distinct discipline (such as fire, medical, hazardous material) or a unit (such as a Department of Public Works, Department of Health or local water district). Department operations centers may be used at all ICS levels above the field response level depending upon the impact of the emergency.

Designated Area

Any emergency or major disaster-affected portion of a State that has been determined eligible for Federal assistance.

Direction and Control (Emergency Management)

The provision of overall operational control and/or coordination of emergency operations at each level of the statewide emergency organization. This may include the actual direction of field forces or the coordination of joint efforts of governmental and private agencies in supporting such operations.

Disaster

A sudden calamitous emergency event bringing great damage, loss, or destruction.

Disaster Application Center

A facility jointly established by the Federal and State Coordinating Officers within or adjacent to a disaster-impacted area. It provides disaster victims a “one-stop” service for meeting their emergency representatives of Local, State, and Federal governmental agencies, private service organizations and certain representatives of the private sector.

Disaster Assistance Program

A program that provides State funding or reimbursement for local government response related personnel costs incurred in response to an incident as defined in government code- Section 2402 (I).

Disaster Field Office

A centralized facility established by the Federal Coordinating Office within or immediately adjacent to disaster-impacted areas. It is utilized as a point of coordination and control for State and Federal governmental efforts to support disaster relief and recovery operations.

Disaster Preparedness Improvement Grant Program (DPIG)

Authorized under Section 201 of the Stafford Act, it offers annual matching awards to States to improve or update their disaster assistance plans and capabilities.

Disaster Recovery Manager (DRM)

The person appointed to exercise the authority of a regional director for a particular emergency or disaster.

Disaster Service Worker

Includes public employees and any unregistered person recruited into service during a State of War Emergency, a State of Emergency, or a Local Emergency by a person having authority to command the aid of citizens in the execution of his duties. It does not include any member registered as an active firefighting member of any regularly organized volunteer fire department, and having official recognition, and full or partial support of the county, City, town, or district in which such fire department is located.

Disaster Support Area (DSA)

A predesigned facility anticipated to be at the periphery of a disaster area where disaster relief resources (manpower and material) can be received, accommodated or stockpiled, allocated, and dispatched to the disaster area. A separate portion of the area may be used for receipt and emergency treatment of casualties arriving via short-range modes of transportation (air and ground) and for the subsequent movement of casualties by heavy, long-range aircraft to adequate medical care facilities.

Disaster Welfare Inquiry (DWI)

A service that provides health and welfare reports about relatives and other individuals believed to be in a disaster area. This service operates when the disaster caused dislocation or disruption of normal communications facilities and precludes normal communications.

Dispatch

The implementation of a command decision to move a resource or resources from one place to another.

Dispatch Center

A facility from which resources are assigned to an incident.

Division or Group Supervisor

The position title for individuals responsible for command of a division or group at an incident.

Documentation Unit

Functional unit within the Planning Section responsible for collecting, recording, and safeguarding all documents relevant to an incident or within an EOC.

Dose

Accumulated or total exposure to gamma radiation and commonly expressed in REMs.

Dosimeter

An instrument for measuring and registering total accumulated exposure to gamma radiation.

E**Emergency**

A condition of disaster or extreme peril to the safety of persons and property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestations or disease, a governor's warning of an earthquake, volcanic prediction, or other conditions (other than conditions resulting from a labor controversy).

Emergency Broadcast System

A system that enables the President and Federal, State, and Local governments to communicate through commercial radio and television broadcast stations with the general public in the event of a disaster. Now referred to as the Emergency Alert System (EAS).

Emergency Management (Direction and Control)

The provision of overall operational control and/or coordination of emergency operations at each level of the statewide emergency organization; may be the actual direction of field forces or the coordination of joint efforts of governmental and private agencies in supporting such operations.

Emergency Management Coordinator

The individual within each jurisdiction with the day-to-day responsibility for the development and maintenance of all emergency management coordination efforts.

Emergency Management Director (Emergency Services Manager)

The individual within each political subdivision that has overall responsibility for jurisdiction emergency management coordination efforts.

Emergency Medical Services

Treatment of casualties necessary to maintain their vital signs prior to treatment at a medical center.

Emergency Operations Plan (EOP)**Emergency Medical Technician (EMT)**

A health-care specialist with particular skills and knowledge in pre-hospital emergency medicine.

Emergency Operations

Those actions taken during the emergency period to protect life and property, care for the people affected, and temporarily restore essential community services.

Emergency Operations Center (EOC)

A location for performing centralized emergency management. EOC facilities are established by an agency or jurisdiction to coordinate the overall agency or jurisdictional response during an emergency.

Emergency Operations Plan (EOP)

A jurisdiction plan for responding to appropriate hazards.

Emergency Period

A period that begins with the recognition of an existing, developing, or impending situation that poses a potential threat to a community. It may include the warning and impact phase and continue until immediate and ensuing effects of the disaster no longer constitute a hazard to life or threat to property.

Emergency Plans

Those official and approved documents which describe principles, policies, concepts of operation, methods, and procedures to be applied in carrying out emergency operations or rendering mutual aid during emergencies. These plans include such elements as continuity of government, emergency functions of governmental agencies, mobilization and application of resources, mutual aid, and public information.

Emergency Public Information (EPI)

Information disseminated to the public by official sources during an emergency, using broadcast and print media. EPI includes: instructions on survival and health preservation actions; disaster status information (number of deaths, injuries, property damage, etc.); and other useful information (available through State/ Federal assistance).

Emergency Public Information System

The network of information officers and their staffs operating from EPICs (centers) at all levels of government within the State. The system also includes the news media through which emergency information is released to the public.

Emergency Operations Plan (EOP)**Emergency Response Agency**

Any organization responding to an emergency whether in the field, at the scene of an incident, or in an EOC, may include an entity providing mutual aid to such an organization.

Emergency Response Personnel

Personnel involved with an agency's response to an emergency.

EOC Action Plan

The plan developed at EOC levels that contain objectives, actions to be taken, assignments, and supporting information for the next operational period.

Essential Facilities

Facilities that are vital to maintaining the health, safety, and overall well-being of the public following a disaster (e.g., hospitals, police and fire department buildings, utility facilities, etc.). May also include buildings that have been designated for use as mass care facilities (e.g., schools, churches, etc.).

Evacuee

An individual who moves or is moved from a hazard area to a less hazardous area with anticipation of return when the hazard abates.

Exercise

A maneuver or simulated emergency condition involving planning, preparation, and execution; carried out for the purpose of testing, evaluating, planning, developing, training, and/or demonstrating emergency management systems and individual components and capabilities. Provides ability to identify areas of strength and weakness for improvement of an emergency operations plan (EOP).

Exercise Scenario

Background detail (domestic, international, political, military) against which an exercise is conducted.

F**Facilities Unit**

A functional unit within the Support branch of the Logistics section at the Field Response level that provides fixed facilities for the incident. These facilities may include the Incident Base, feeding areas, sleeping areas, sanitary facilities, etc.

Federal Agency (Federal definition)

Any department, independent establishment, Government Corporation, or other agency of the executive branch of the Federal Government including the United States Postal Service, but not including the American Red Cross.

Federal Coordinating Officer (FCO)

The person appointed by the President to coordinate Federal assistance following an emergency or major disaster declaration.

Federal Disaster Assistance

Consists of in-kind and monetary assistance to disaster victims, State, or local government by Federal agencies under the provision of the Federal Disaster Relief Act and other statutory authorities of Federal agencies.

Federal Disaster Relief Act

Public Law 93-288, as amended, that gives the President broad powers to supplement the efforts and available resources of State and local governments in carrying out their responsibilities to alleviate suffering and damage resulting from major peace-time disasters.

Federal Emergency Management Agency

The agency created in 1979 to provide a single point of accountability for all Federal activities related to disaster mitigation and emergency preparedness, response, and recovery.

Federal Hazard Mitigation Officer (FHMO)

The FEMA employee responsible for representing the agency for each declaration in carrying out the overall responsibilities for hazard mitigation and for Subpart M including coordinating post-disaster hazard mitigation actions with other agencies of government at all levels.

Federal Insurance Administration (FIA)

The government unit (part of FEMA) that administers the National Flood Insurance Program.

FEMA-State Agreement

A formal legal document between FEMA and the affected State - it contains the understandings, commitments, and binding conditions for assistance applicable as the result of the major disaster or emergency declared by the President. It is signed by the FEMA Regional Director (or designee) and the Governor.

Field Coordination Center

A temporary facility established by the Office of Emergency Services within or adjacent to areas affected by a disaster. It functions under the operational control of the DEM mutual aid regional manager and is supported by mobile communications and personnel provided by DEM and other State agencies. (DEM – Director of Emergency Medicine)

Finance/Administration Section

One of the five primary functions found at all ICS levels and responsible for all costs and financial considerations. At any incident, the section may include the Time Unit, Procurement Unit, Compensation/Claims Unit, and Cost Unit.

Function

In ICS, function refers to the five major activities in the ICS (i.e., Command, Operations, Planning, Logistics and Finance). The same five functions also are found at all ICS EOC levels. At the EOC, the term “Management” replaces “Command.” The term “Function” is also used when describing the activity involved (e.g., “the planning functions”).

G**General Staff**

The group of management personnel reporting to the Incident Commander or to the EOC Manager. They may each have a deputy, as needed. At the field ICS level, the General Staff consists of the Operations, Planning, and Logistics/ Finance Section Chiefs.

H**Hazard**

Any source of danger or element of risk to people or property.

Hazard Mitigation

A cost effective measure that will reduce the potential for damage to a facility from a disaster event.

Hazard Mitigation Assistance Program

The program authorized under Section 404 of the Stafford Act that provides funding for hazard mitigation projects. These projects are cost-effective and complement existing post-disaster mitigation programs and activities by providing funding for beneficial mitigation measures that are not funded through other programs.

Hazard Mitigation Plan

The plan resulting from a systematic evaluation of the nature and extent of vulnerability to the effects of natural hazards present in society - includes the actions needed to minimize future vulnerability to hazards. A geographically defined area in which a specific hazard presents a potential threat to life and property.

Hazardous Material

A substance (or combination of substances), which - because of quantity, concentration, physical, chemical, radiological, explosive, or infectious characteristics - poses a substantial present or potential danger to humans or the environment. Generally, such materials are classified as explosives and blasting agents, flammable and non-flammable gases, combustible liquids, flammable liquids and solids, oxidizers, poisons, disease-causing agents, radioactive materials, corrosive materials, and other materials (including hazardous wastes).

Hazardous Material Incident (stationary)

Any uncontrolled release of material capable of posing a risk to health, safety, and property. Areas at risk include facilities that produce, process, or store hazardous materials as well as all sites that treat, store, and dispose of hazardous material.

Hazardous Material Incident (transportation)

Any spill during transport of material that is potentially a risk to health and safety

I**Incident**

An occurrence or event that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources.

Incident Commander

The individual responsible for the command of all functions at the field response level.

Incident Command Post (ICP)

The location at which the primary command functions are executed. The ICP may be co-located with the incident base or other incident facilities.

Incident Command System (ICS)

The nationally used, standardized, on-scene emergency management concept. It is specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident.

Incident Communication Center

The location of the Communications Unit and the Message Center.

Incident Objectives

Statements of guidance and direction for the selection of appropriate strategy and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow for strategic and tactical alternatives.

Individual Assistance (IA)

Supplementary Federal assistance provided under the Stafford Act to individuals and families adversely affected by a major disaster or an emergency. Such assistance may be provided directly by the Federal government, State or local governments, or disaster relief organizations.

Information Officer

A member of the Command staff responsible for interfacing with the public and media or with other agencies requiring information directly from the incident. There is only one Information Officer per incident; the Information Officer may have assistants. This position is also referred to as Public Affairs or Public Information Officer in some disciplines. At ICS/EOC levels, information function may be established as a coordinator or as a section or branch reporting directly to the EOC Director.

Initial Action

The actions taken by resources, which are the first to arrive at an incident.

Initial Response

Resources initially committed to an incident.

J**Jurisdiction**

This is a range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority for incident mitigation. Jurisdictional authority at an incident can be political/geographical (e.g., special district, City, County, State or Federal boundary lines), or functional (e.g., police department, health department, etc.) (See Multi-Jurisdiction).

Jurisdictional Agency

The agency having jurisdiction and responsibility for a specific geographical area or a mandated function.

L**Leader**

The ICS title for an individual responsible for a functional unit, task forces, or teams.

Liaison Officer

A member of the Command Staff at the Field ICS level and responsible for coordinating with representatives from cooperating and assisting agencies. At ICS EOC levels, the function may be done by a coordinator and/or within a section or branch reporting directly to the EOC Director.

Lifelines

A general term including all systems for storing, treating, and distributing fuel, communications, water, sewage, and electricity.

Life-Safety

Refers to the joint consideration of both the life and physical wellbeing of individuals.

Local Emergency

The duly proclaimed existence of disaster conditions or extreme peril to the safety of persons and property within the territorial limits of a City, County, or City and County. These conditions may be air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, (other than labor controversy). These conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of political subdivisions.

Local Government

Means local agencies defined in Government Code 8680.2 and special districts as defined in California Code of Regulations, Title 19 Division 2, Chapter 5, NDAA, 2900(y).

Local Government Advisory Committee (LGAC)

Committees established by the Director of Emergency Medicine to provide a forum for the exchange of information among the cities and counties of a mutual aid region. The LGAC may develop a consensus of action and policy among local emergency managers on issues, policies, and programs of concern to local governments. If necessary the LGAC may bring such concerns to the attention the executive management.

Logistics Section

One of the five primary functions found at all ICS levels. The section responsible for providing facilities, services, and materials for the incident or at an EOC.

M**Major Disaster**

Any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States. The event causes damage of sufficient severity and magnitude to warrant a Presidential declaration and disaster assistance under the Federal Disaster Relief Act.

Management by Objectives

In the ICS field and EOC levels, this is a top-down management activity which involves a three-step process to achieve the desired goal. The steps are: establishing the objectives, selecting appropriate strategy(s) to achieve the objectives, and directing assignments associated with the selected strategy.

Mass Care Facility

A location where temporary services are provided to disaster victims during an emergency. Services and assistance may include lodging, food, clothing, registration, welfare inquiry, first aid, and essential social programs.

Media

All means of providing information and instructions to the public including radio, television, and newspapers. (Social Media included)

Medical Unit

Functional unit within the Service branch of the Operations section at ICS Field levels responsible for the development of the Medical Emergency Plan and for providing emergency medical treatment.

Message Center

The Message Center is part of the Incident or EOC Communications Center and is co-located or placed adjacent to it. It receives records, and routes information to appropriate locations at an incident or within an EOC.

Mitigation

Pre-event planning and actions that aim to lessen the effects of a potential disaster. (See also Comprehensive Emergency Management).

Mobilization

The process and procedures used by all organizations (Federal, State, and Local) for activating, assembling, and transporting all resources that have been requested in response to or support of an incident.

Mobilization Center

An off-incident location at which emergency service personnel and equipment are temporarily located pending assignment to incidents, release, or re-assignment.

Multi-Agency Coordination

The functions and activities of representatives of involved agencies and/or jurisdictions making decisions regarding the prioritizing of incidents and the sharing and allocation of critical resources.

Multi-Agency Incident

An incident where one or more agencies assist a jurisdictional agency or agencies. The incident may be managed under a single or a unified command structure.

Multi-Jurisdiction Incident

An incident requiring action from multiple agencies that have a statutory responsibility for incident mitigation. In ICS these incidents will be managed under Unified Command.

Multi -Purpose Staging Area (MSA)

A pre-designated location such as a county/district fairground having large parking areas and shelter for equipment and operators. The location provides a base for coordinated, localized emergency operations. It may also be a rally point for mutual aid coming into an area, and a site for post-disaster population support and recovery.

Mutual Aid Agreement

Written agreement between agencies and/or jurisdictions in which they agree to assist one another by furnishing personnel and equipment upon request.

Mutual Aid Coordinator

An individual at local government, operational area, region, or State level that is responsible for requesting, obtaining, processing, and using mutual aid resources. Mutual Aid Coordinator duties will vary depending upon the mutual aid system.

Mutual Aid Staging Area

A temporary facility established within or adjacent to affected areas. It may be supported by mobile communications and personnel provided by field or headquarters staff from State agencies as well as personnel from local jurisdictions throughout the State.

N

National Warning System

The Federal portion of the Civil Defense Warning System. It is used to disseminate warning and other emergency information from the warning centers (or regions) to warning points in each State.

National Weather Service Issuances:

- **Outlook:** *For events possible to develop in the extended period (extended definition depends on the type of event).*
- **Advisory:** *For events that are occurring or are forecasted to develop in the short term (generally within the next 6 hours).*
- **Watch:** *For the possibility of an event happening within the short term (generally refers to the next 6 to 12 hours).*
- **Warning:** *The most serious issuance. For life threatening events occurring or forecast to develop within the short term (generally within the next 6 hours).*
- **Statements (or Updates):** *Issued as updates to the above products.*
- **Flash Flooding Warning:** *Flash flooding is occurring or imminent.*
- **Urban and Small Stream Flood Advisory:** *Flooding is occurring or is imminent, but not life threatening; nuisance flooding may be upgraded to a Flash Flood Warning if conditions worsen.*
- **Flash Flood Watch:** *There is a good possibility of Flash Flooding, but it is neither occurring nor imminent (generally means the possibility exists within the next 24 hours).*
- **Flash Flood Statement:** *Updates to any of the above three issuances.*
- **Notice of Interest (NOI):** *Documentation submitted by a jurisdiction to start the FEMA funding recovery process.*

O**Operations Section**

One of the five primary functions found at all ICS levels. The section responsible for all tactical operations at the incident or the coordination of operational activities at an EOC. The Operations section at the ICS Field Response level can include branches, divisions and/or groups, task forces, team, single resources, and staging areas. At the EOC levels, the Operations section would contain branches or divisions as necessary for span of control considerations.

Out-of-Service Resources

Resources assigned to an incident but unable to respond for mechanical, rest, or personnel reasons.

P**Plan**

As used by Emergency Manager, a document which describes the broad, overall jurisdictional response to potential extraordinary emergencies or disasters.

Planning Meeting

Any meeting held as needed throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. On larger incidents, the planning meeting is a major part in the development of the Incident Action plan. Planning meetings are also an essential activity at all ICS EOC levels.

Planning Section (Also referred to as Planning/Intelligence)

One of the five primary functions found at all ICS levels. It is responsible for the collection, evaluation, and dissemination of information about an incident or emergency and for the preparation and documentation of Incident or EOC Action plans. The section also maintains information on the current and forecasted situation and the status of resources assigned to the incident. At the ICS Field Response level, the section will include the Situation, Resource, Documentation, and Demobilization units, as well as technical specialists. Other units may be added at the EOC level.

Public Assistance (PA)

Supplementary Federal assistance provided under the Stafford Act to State and local governments or certain private, non-profit organizations. It does not include assistance for the direct benefit of individuals and families.

Public Information Officer

The individual at field or EOC level that has been delegated authority to prepare public information releases and to interact with the media. Duties will vary depending upon the agency and ICS level.

Purchasing/ Supply Unit

A functional unit within the Logistics/Finance section and responsible for financial matters involving vendor contracts and responsible for ordering equipment and supplies for incident operations.

R**Radio Amateur Civil Emergency Services (RACES)**

An emergency services organization designed to make efficient use of skilled radio amateurs throughout the State in accordance with approved, civil defense communications plans. Operators are registered with a DEM agency to provide emergency communications support.

Radiological Monitor

An individual trained to measure, record, and report radiation exposure and exposure rates; provide limited field guidance on radiation hazards associated with operations; and perform operator's checks and maintenance on radiological instruments.

Radiological Officer (RO)

An Emergency Management Staff individual who is responsible for radiological protection operations. The RO is the principal advisor to the director/coordinator and other officials on matters pertaining to radiological protection operations.

Radiological Protection

The organized effort using warning, detection, preventive, and remedial measures to minimize the effect of nuclear radiation on people and resources.

Reception Area

A pre-designated area to receive and care for persons displaced from a hazard area.

Recorders

Individuals within ICS or EOC organizational units who are responsible for recording information. Recorders may be found in Planning and Logistics/Finance units.

Recovery

Activities traditionally associated with providing Federal supplemental disaster recovery assistance under a Presidential disaster declaration. These activities usually begin within days after the event and continue after the response activities cease. Recovery includes individual and public assistance programs, which provide temporary housing assistance as well as grants and loans to eligible individuals and government entities.

Remedial Movement

The post-attack or post-event movement of people to better protected facilities or less hazardous areas.

Remedial Operations

These actions are taken to offset or alleviate its effects after the onset of an emergency situation.

Reporting Locations

These are specific locations or facilities where in-coming resources check-in.

Resources

Personnel and equipment available (or potentially available) for assignment to incidents or to EOCs. Resources are described by kind and type, and may be used in tactical support or supervisory capacities at an incident or EOC.

Resources Unit

This is a functional unit within the Planning section at the ICS Field Response level. It is responsible for recording the status of resources committed to the incident. The unit also evaluates resources currently committed to the incident, the impact that additional responding resources will have on the incident, and anticipated resource needs.

Response

Activities to address the immediate and short-term effects of an emergency or disaster. Response includes immediate actions to save lives, protect property, and meet basic human needs. Based on the requirements of the situation, response assistance will be provided to an affected State under the Federal Response Plan.

S**Safety Officer**

A member of the management staff at the incident or within an EOC and responsible for monitoring and assessing safety hazards or unsafe situations and developing measures for ensuring personnel safety.

Search

Systematic investigation of an area or premises to determine the presence and/or location of persons entrapped, injured, immobilized, or missing.

Search Dog Team

A skilled dog handler with one or more dogs trained for finding persons trapped in a manner that precludes detection by sight or sound. (Search dogs are usually owned by their handler).

Section

That organization level with responsibility for a major functional area of the incident or at an EOC (e.g., Management, Operations, Planning, Logistics/Finance).

Section Chief

The ICS title for individuals responsible for command of functional sections such as Operations, Planning, and Logistics/ Finance. At the EOC level, the position title will be Section Chief.

Sensitive Facilities

Facilities in reception areas that will not normally be used as lodging facilities for relocation the facilities are either considered unsuitable or are required for essential activities (food establishments, fire stations, banks, radio stations, etc.). However, if any of these facilities provide adequate protection against radioactive fallout, they may be used as a fallout shelter.

Service

An organization assigned to perform a specific function during an emergency. It may be one department or agency (if only that organization is assigned to perform the function) or it may be two or more independent organizations combined to increase operational control and efficiency.

Emergency Operations Plan (EOP)**Shelter Manager**

An individual who provides for the internal organization, administration, and operation of a shelter facility.

Single Resource

An individual, a piece of equipment and its personnel complement, or a crew or team of individuals with an identified work supervisor that can be used on an incident.

Situation Unit

Functional unit within the Planning section and responsible for the collection, organization, and analysis of incident status information, as well as analysis of the situation as it progresses. This unit reports to the Planning Section Chief.

Stafford Act

Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707, signed into law November 23, 1988; amended the Disaster Relief Act of 1974, PL 93-288.

Staging Areas

These are locations set up at an incident where resources can be placed while awaiting a tactical assignment. Staging areas are managed by the Operations section.

Standard Operating Procedures (SOPs)

A set of instructions having the force of a directive and covering those features of operations, which lend themselves to a definite or standardized procedure. Standard operating procedures support an annex by indicating in detail the process for performing a particular task.

Standardized Emergency Management System (SEMS)

A system established in California for managing response to multi-agency and multi-jurisdiction emergencies at the jurisdiction level. SEMS is similar in organization to the Incident Command System (ICS) and is composed of four basic sections: Management, Operations, Planning, and Logistics/Finance.

State Agency

Any department, division, independent establishment, or agency of executive branch of a State government.

State Coordinating Officer (SCO)

The person appointed by the Governor to act for the State in cooperation with the Federal Coordinating Officer.

State Emergency Organization

The agencies, boards, and commissions of the executive branch of State government and affiliated private sector organizations.

State of Emergency

The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within the State and caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions (not including a labor controversy). It may also include conditions causing a "State of War Emergency." These conditions by reason of magnitude are likely to be beyond the control of the services, personnel, equipment, and facilities of any single City, County, or City and County, and require the combined forces of a mutual aid region (or regions).

State of War Emergency

The condition which exists immediately (with or without a proclamation thereof by the Governor) whenever the State or Nation is directly attacked by an enemy of the United States. It may exist upon the receipt of a warning from the Federal government that such an enemy attack is probable or imminent.

Stay-Put

A resident in a hazardous or potentially hazardous area who refuses to relocate during a directed relocation (or who is too ill or infirm to be evacuated).

Strategy

The general plan or direction selected to accomplish incident or EOC objectives.

Supply Branch

A branch within the Logistics/ Finance section and responsible for providing personnel, equipment, and supplies to support incident operations. This branch includes the Supply, Facilities, and Ground Support units.

Support Resources

These are non-tactical resources under the supervision of the Logistics/Finance, Planning sections or the Management Staff.

Supporting Materials

Refers to the several exhibits that may be included within an Incident Action plan.

T**Tactical Direction**

This is guidance given by the Operations Section Chief at the ICS Field level and includes the tactics appropriate for the selected strategy, the selection and assignment of resources, tactics implementation, and performance monitoring for each operational period.

Task Force

A combination of single resources assembled for a particular tactical need with common communications and leaders.

Technical Specialists

These are especially skilled personnel who can be used anywhere within the ICS or EOC organization.

Technological Hazard

These hazards emanate from the manufacture, transportation, and use of such substances as radioactive materials, chemicals, explosives, flammables, agricultural pesticides, herbicides, and disease agents. These hazards also include oil spills on land, coastal waters or inland water systems and debris from space.

Time Unit

This is a functional unit within the Finance section and responsible for recording time for incident or EOC personnel and hired equipment.

Tort

This is an act that harms another. It occurs when a person commits an act without the right and harms another person as a result.

Traffic Control Points (TCP)

These are places along movement routes that are manned by emergency personnel to direct and control the flow of traffic.

Triage

This is a process for priority sorting of sick and injured people on the basis of urgency and type of condition presented - it improves routing to appropriate medical facilities.

U

Unified Area Command

A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional. (Area Command and Unified Command)

Unified Command

In ICS, Unified Command is a team effort which allows all agencies with responsibility for the incident (either geographical or functional) to manage by establishing common set of objectives and strategies. This is accomplished without losing or abdicating agency authority, responsibility, or accountability.

Unit

This is an organizational element having functional responsibility. Units are commonly used in the Planning, Logistics, or Finance sections and can be used in operations for some applications. Units are also found in EOC organizations.

Unity of Command

The concept where each person within an organization reports to only one designated person.

V

Volunteers

These are individuals who make themselves available for assignment during an emergency. These people may or may not have particular skills needed during emergencies or be part of a previously organized group.

W

Weather Warning Levels

Provided by the National Weather Service to advise public and government agencies of threats due to severe weather. The three levels are: Alert, Watch and Warning.

Wildfire

This is any instance of uncontrolled burning in grasslands, brush, or woodlands.

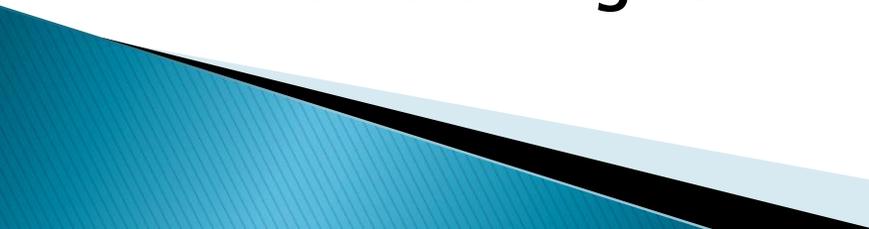
City of Antioch Emergency Operations Plan Update

September 22, 2015

City of Antioch Emergency Operations Planning Approach

- 1. Maintaining a comprehensive emergency management plan.**
 - 2. Training and exercising the City staff to this plan annually.**
 - 3. Providing emergency preparedness information to the community.**
- 

Emergency Operations Plan

- ▶ **These are the goals of the Emergency Operations plan.**
 - 1. Provide effective life safety measures, reduce property loss, and protect the environment.**
 - 2. Work for the rapid resumption and recovery of impacted businesses and community services.**
 - 3. Create accurate documentation and records required for cost recovery from State and Federal agencies.**
- 

Purpose of the Plan

- ▶ The City of Antioch has the authority to create and maintain an emergency operations plan for the community. This authority is based upon The California Emergency Services Act (1970, amended 1995).
 - ▶ Such action can take place in response to an emergency that immediately overwhelms local resources or after the official declaration of a local emergency by the City Council or City Manager.
 - ▶ This plan is to be reviewed and updated annually by staff. Once the plan is updated the City Council is required to review and approve the updated plan.
 - ▶ The intent of this plan is to effectively and efficiently organize and coordinate the City of Antioch's response to major emergencies.
- 

Training and Exercising City Staff

- ▶ **Annual Personal / Family Disaster Preparedness training for City staff**
 - ▶ **Emergency Operations Center staff trainings**
 - ▶ **Two Exercise sessions for all Emergency Operations Center staff**
- 

Providing “Emergency Preparedness” information to the community.

- ▶ Quarterly East County Disaster Committee meetings – Antioch is the host agency.
- ▶ City website – Preparedness information access – <http://ci.antioch.ca.us/CityGov/Police/OES/CitizenGuide.htm>
- ▶ Presentation to Neighborhood Watch Block Captains and distribution of preparedness pamphlets.

Tonight

- ▶ **Phase 1 of the City of Antioch's Emergency Operations planning approach.**

It is recommended that the City Council review and approve the 2015/16 City of Antioch Emergency Operations Plan.

Questions





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 22, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nancy Kaiser, Parks and Recreation Director and
Ron Bernal, Public Works Director/City Engineer *REB*

SUBJECT: Review of Updated Prewett Park Project Conceptual Plans and
Cost Estimates for the Accessible Spray Park and Playground;
Provide Direction to Staff, P.W. 567-C4

RECOMMENDED ACTION

It is recommended that the City Council review the updated Prewett Park project conceptual plans and cost estimates for the accessible Spray Park and Playground, and provide direction to staff.

STRATEGIC PURPOSE

Construction of the Spray Park and Playground at Prewett Park will satisfy Long Term Goal J: Parks and Recreation, by providing outstanding facilities and programs for the community. Strategy J-4 would be accomplished by using remaining Mello-Roos Funds to expand and enhance the Antioch Water Park with an all-abilities water attraction.

FISCAL IMPACT

The design services and project construction will be funded through Community Facilities District 89-1 funds. This restricted fund has a remaining balance of approximately \$2 million dollars dedicated for the development of Prewett Community Park.

DISCUSSION

At the June 9, 2015 City Council meeting, Council approved conceptual plans and project cost estimates for the Prewett Community Park Final Phase Development Project and authorized the development of plans and specifications for public bidding in the fall of 2015. The conceptual plans provided visualization and development ideas for the all-abilities accessible spray park (Spray Park) and all-abilities accessible playground (Playground). Due to budgetary constraints, the lighted sports court, large group picnic area and a digital marquee monument sign were eliminated from the project.

City Council also directed staff to continue to develop the cost estimates and specific designs for the Spray Park and Playground based on the initial project costs:

- Accessible Spray Park (Option B): estimated cost of \$850,000 (Attachment "A").
- Accessible Playground (Option A): estimated cost of \$550,000 (Attachment "B").

Following the June 9th meeting, staff and design consultants (RHAA and ADG) proceeded with the next steps of collecting more accurate costs and detailing the design of these two features. Soils information provided by the geotechnical engineer determined that extensive over-excavation and reinforcement of disturbed slope banks would be much more costly than estimated in the design concepts and estimates presented on June 9th. In addition to the significant cost to grade the playground site, the designer underestimated the cost of providing landscaping and a building to house the spray park equipment. Seeing that the concepts shown to Council on June 9th couldn't be constructed within budget, City staff took this opportunity to do some value engineering to investigate ways of reducing costs while maintaining or enhancing the Council desired high quality and unique all-abilities venue.

The Council made it clear that they were interested in a high quality experience in both projects. Other priorities communicated included maximum accessibility for all children, a Delta theme for the spray park, and a playground that offered a variety of features and shade. Staff has worked with the design team to create two updated conceptual plans that they believe not only meet the Council's desires, but provide an enhanced experience for the targeted young, all-abilities users. The updated cost estimates for these concepts are within the target construction budget.

To review, the total amount of funding available for the project is \$2,038,000. The original allocation was as follows:

1. Design, Project Management, Staff Time:	\$ 450,000
2. Security Cameras (completed):	\$ 128,000
3. Spray Park/Splash Pad-Pool	\$ 850,000
4. Accessible Playground	\$ 550,000
5. Construction Contingency:	\$ 110,000
Projected Total Project Cost:	\$2,088,000
Estimated Shortfall:	<\$50,000>

Construction estimates at the conceptual phase of design are preliminary and not always as accurate as the team would like. The items of concern that surfaced in the Spray Park and Playground designs included individual costs for features that did not quite meet the primary goals of the project, the cost of infrastructure, such as Playground over-excavation of unsuitable soil and building into the hillside, and extensive landscaping around the Spray Park. The following summary outlines the updates for the Spray Park and Playground, and provides updated cost estimates.

Spray Park

As the team continued to work on the Spray Park component of the project, it became apparent that a significant amount of money was being spent on one single feature (the large Tree Hover pad/slide), as well as the perimeter area landscaping. During project review, it was also determined that the Tree Hover pad/slide did not meet accessibility goals. This feature is only accessible by climbing stairs, which prohibits children with physical disabilities from enjoying this feature. The adjacent landscaping was deemed extensive (for example, the conceptual design included concrete benches and a high number of trees).

The additional design work and detailed review of project goals has resulted in a new plan that maximizes the number of spray features, meets the desired Delta theme, reuses existing ground cover, allows the project to remain within a realistic budget, and provides accessibility for children of all ages and abilities at all spray features (Attachment "C").

The updated cost estimate is \$980,000, which is a \$130,000 increase over the June 9th cost estimate.

Playground

During the review of the Playground, the project team determined that excavating the hillside for an accessible path and slides was a significant cost without a true benefit to the user. The excavation required removal of existing, mature trees and the addition of infrastructure to support the retaining wall and utilities. Several design options were reviewed and the updated plan meets the primary goals of maximizing accessibility and offering a wide variety and number of toys/features.

The updated playground design improves the utilization of the project funds (by removing the hillside as a design feature), maintains the existing mature trees, maintains the picnic element with shade, provides an all-abilities slide feature, and increases the number of features in the playground (Attachment "D").

The updated cost estimate is \$440,000, is \$110,000 less than the June 9th cost estimate.

Updated Project Budget

The total amount of funding available for the project remains at \$2,038,000. The updated project allocation is as follows:

- | | | |
|----|---|------------|
| 1. | Design, Project Management, Staff Time: | \$ 450,000 |
| 2. | Security Cameras (completed): | \$ 128,000 |
| 3. | Spray Park/Splash Pad-Pool | \$ 980,000 |

4.	Accessible Playground	\$ 440,000
5.	Construction Contingency (approx. 6%)	\$ 90,000
Projected Total Project Cost:		\$2,088,000
Estimated Shortfall:		<50,000>

The final budget for the project will be determined when the project is bid this fall. The original timeline for the project noted that construction bidding would take place in the fall of 2015 followed by construction and completion in May 2016 for the Spray Park and August 2016 for the Playground.

Staff believes the updated concepts provided are excellent alternatives to the design concepts presented on June 9th and can be constructed within the available project funding. It is recommended that the City Council review the newly revised conceptual plans and the updated project cost estimates for the accessible Spray Park and Playground, and provide direction to staff in order to proceed to the final phase of design and construction.

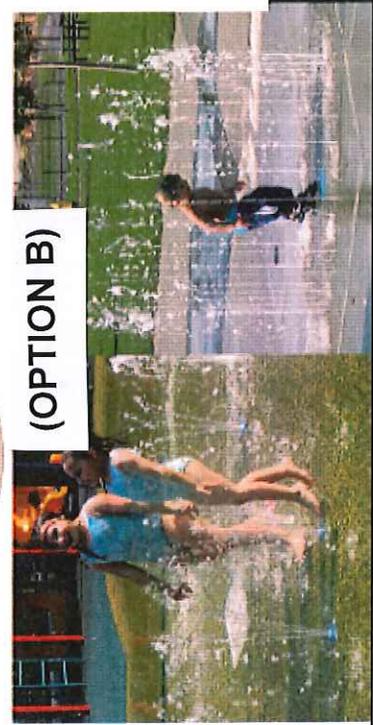
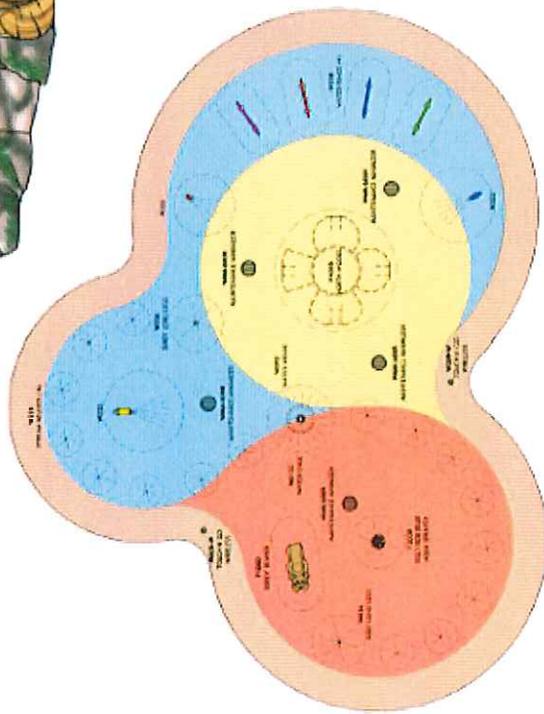
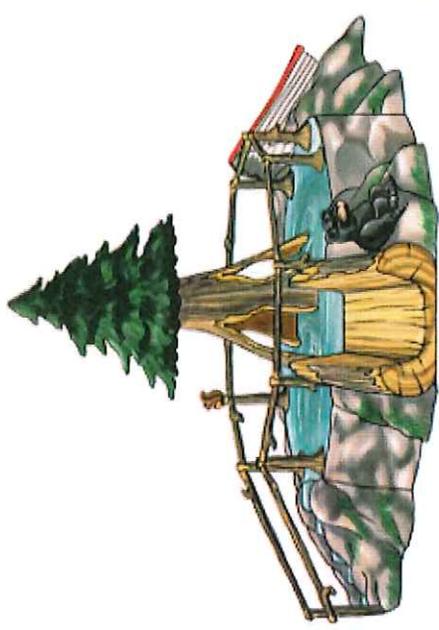
ALTERNATIVES

1. Place the project on hold and re-design the Spray Park and Playground.
2. Place the project on hold and re-prioritize the amenities to include in Prewett Community Park.

ATTACHMENTS

- A. June 9, 2015 preferred conceptual design Spray Park (Option B)
- B. June 9, 2015 preferred conceptual design Playground (Option A)
- C. Updated Spray Park conceptual design
- D. Updated Playground conceptual design
- E. PowerPoint Presentation

ATTACHMENT "A"



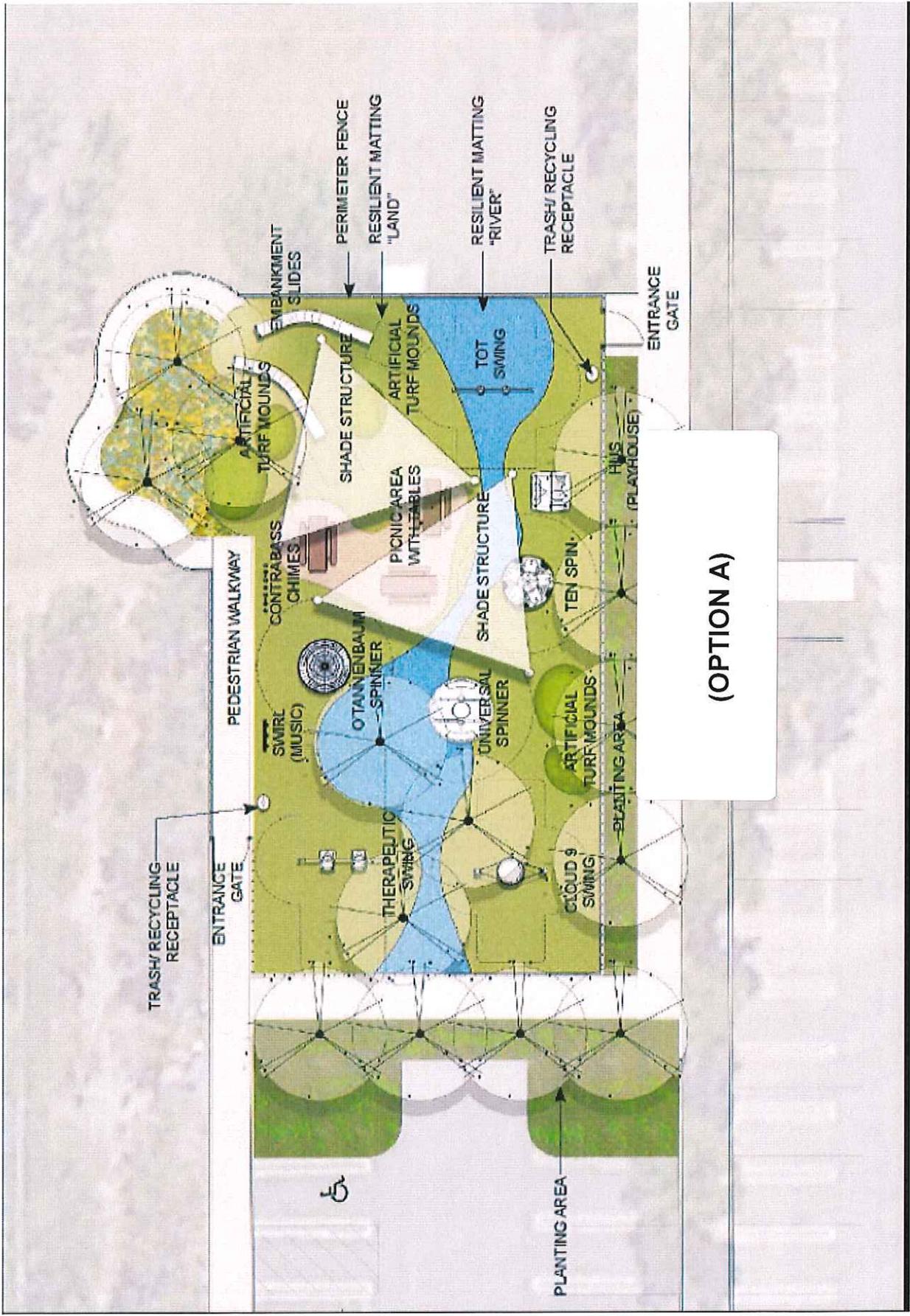
(OPTION B)



ITEM	QTY	UNIT PRICE	TOTAL PRICE
1. WATER PLAY AREA	1	100,000	100,000
2. SLIDE AREA	1	150,000	150,000
3. POOL AREA	1	200,000	200,000
4. WATER PLAY AREA	1	100,000	100,000
5. SLIDE AREA	1	150,000	150,000
6. POOL AREA	1	200,000	200,000
7. WATER PLAY AREA	1	100,000	100,000
8. SLIDE AREA	1	150,000	150,000
9. POOL AREA	1	200,000	200,000
10. WATER PLAY AREA	1	100,000	100,000
11. SLIDE AREA	1	150,000	150,000
12. POOL AREA	1	200,000	200,000
13. WATER PLAY AREA	1	100,000	100,000
14. SLIDE AREA	1	150,000	150,000
15. POOL AREA	1	200,000	200,000
16. WATER PLAY AREA	1	100,000	100,000
17. SLIDE AREA	1	150,000	150,000
18. POOL AREA	1	200,000	200,000
19. WATER PLAY AREA	1	100,000	100,000
20. SLIDE AREA	1	150,000	150,000
21. POOL AREA	1	200,000	200,000
22. WATER PLAY AREA	1	100,000	100,000
23. SLIDE AREA	1	150,000	150,000
24. POOL AREA	1	200,000	200,000
25. WATER PLAY AREA	1	100,000	100,000
26. SLIDE AREA	1	150,000	150,000
27. POOL AREA	1	200,000	200,000
28. WATER PLAY AREA	1	100,000	100,000
29. SLIDE AREA	1	150,000	150,000
30. POOL AREA	1	200,000	200,000
31. WATER PLAY AREA	1	100,000	100,000
32. SLIDE AREA	1	150,000	150,000
33. POOL AREA	1	200,000	200,000
34. WATER PLAY AREA	1	100,000	100,000
35. SLIDE AREA	1	150,000	150,000
36. POOL AREA	1	200,000	200,000
37. WATER PLAY AREA	1	100,000	100,000
38. SLIDE AREA	1	150,000	150,000
39. POOL AREA	1	200,000	200,000
40. WATER PLAY AREA	1	100,000	100,000
41. SLIDE AREA	1	150,000	150,000
42. POOL AREA	1	200,000	200,000
43. WATER PLAY AREA	1	100,000	100,000
44. SLIDE AREA	1	150,000	150,000
45. POOL AREA	1	200,000	200,000
46. WATER PLAY AREA	1	100,000	100,000
47. SLIDE AREA	1	150,000	150,000
48. POOL AREA	1	200,000	200,000
49. WATER PLAY AREA	1	100,000	100,000
50. SLIDE AREA	1	150,000	150,000
51. POOL AREA	1	200,000	200,000
52. WATER PLAY AREA	1	100,000	100,000
53. SLIDE AREA	1	150,000	150,000
54. POOL AREA	1	200,000	200,000
55. WATER PLAY AREA	1	100,000	100,000
56. SLIDE AREA	1	150,000	150,000
57. POOL AREA	1	200,000	200,000
58. WATER PLAY AREA	1	100,000	100,000
59. SLIDE AREA	1	150,000	150,000
60. POOL AREA	1	200,000	200,000
61. WATER PLAY AREA	1	100,000	100,000
62. SLIDE AREA	1	150,000	150,000
63. POOL AREA	1	200,000	200,000
64. WATER PLAY AREA	1	100,000	100,000
65. SLIDE AREA	1	150,000	150,000
66. POOL AREA	1	200,000	200,000
67. WATER PLAY AREA	1	100,000	100,000
68. SLIDE AREA	1	150,000	150,000
69. POOL AREA	1	200,000	200,000
70. WATER PLAY AREA	1	100,000	100,000
71. SLIDE AREA	1	150,000	150,000
72. POOL AREA	1	200,000	200,000
73. WATER PLAY AREA	1	100,000	100,000
74. SLIDE AREA	1	150,000	150,000
75. POOL AREA	1	200,000	200,000
76. WATER PLAY AREA	1	100,000	100,000
77. SLIDE AREA	1	150,000	150,000
78. POOL AREA	1	200,000	200,000
79. WATER PLAY AREA	1	100,000	100,000
80. SLIDE AREA	1	150,000	150,000
81. POOL AREA	1	200,000	200,000
82. WATER PLAY AREA	1	100,000	100,000
83. SLIDE AREA	1	150,000	150,000
84. POOL AREA	1	200,000	200,000
85. WATER PLAY AREA	1	100,000	100,000
86. SLIDE AREA	1	150,000	150,000
87. POOL AREA	1	200,000	200,000
88. WATER PLAY AREA	1	100,000	100,000
89. SLIDE AREA	1	150,000	150,000
90. POOL AREA	1	200,000	200,000
91. WATER PLAY AREA	1	100,000	100,000
92. SLIDE AREA	1	150,000	150,000
93. POOL AREA	1	200,000	200,000
94. WATER PLAY AREA	1	100,000	100,000
95. SLIDE AREA	1	150,000	150,000
96. POOL AREA	1	200,000	200,000
97. WATER PLAY AREA	1	100,000	100,000
98. SLIDE AREA	1	150,000	150,000
99. POOL AREA	1	200,000	200,000
100. WATER PLAY AREA	1	100,000	100,000

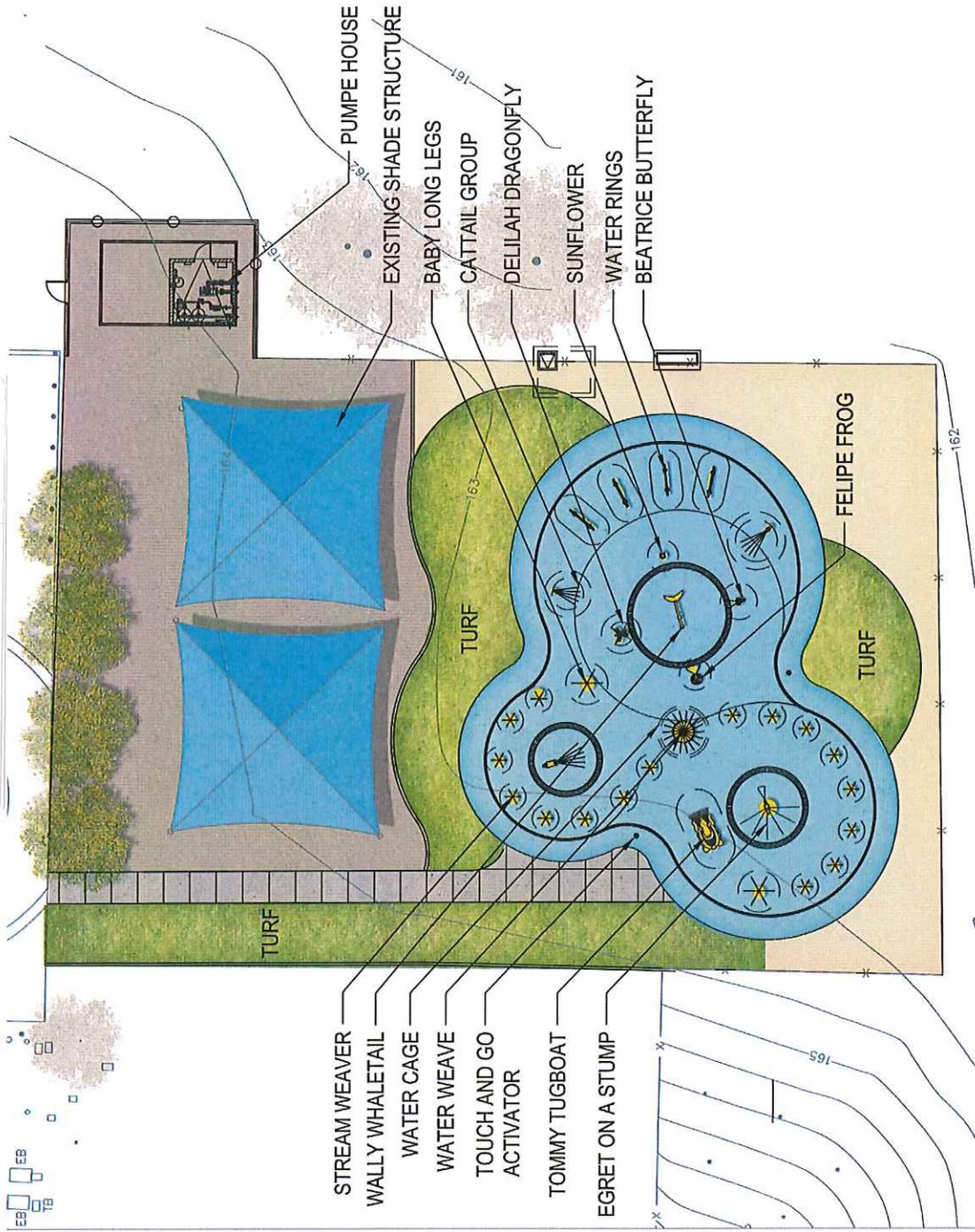


ATTACHMENT "B"



(OPTION A)

ATTACHMENT "C"

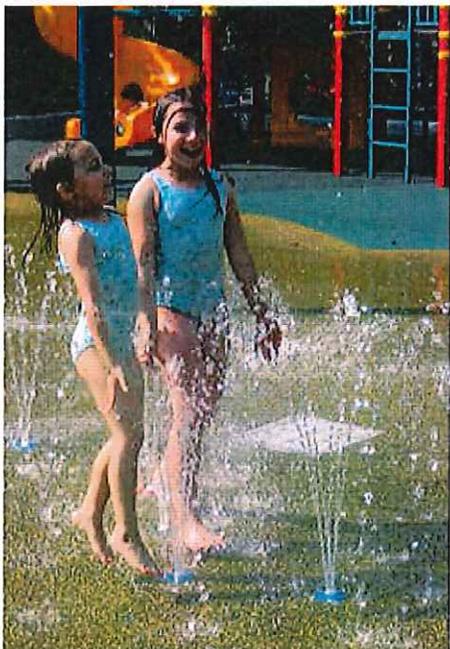
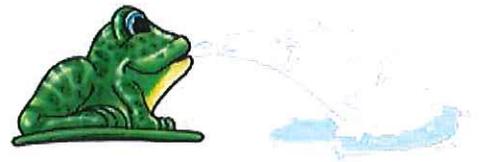
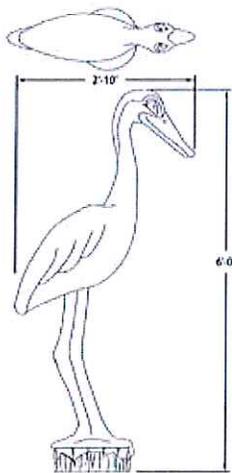
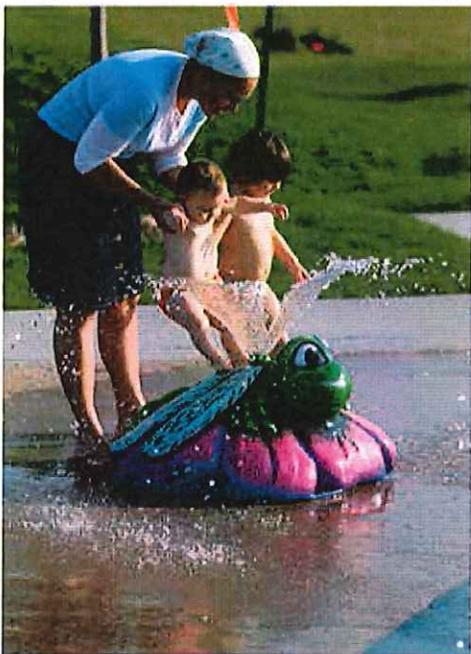
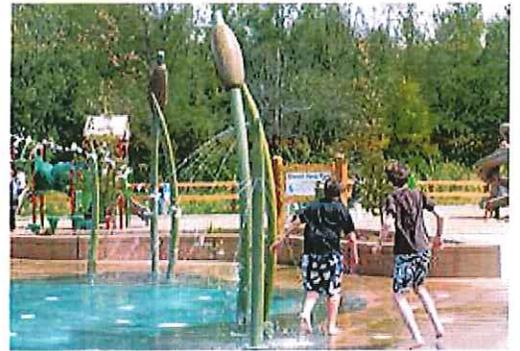
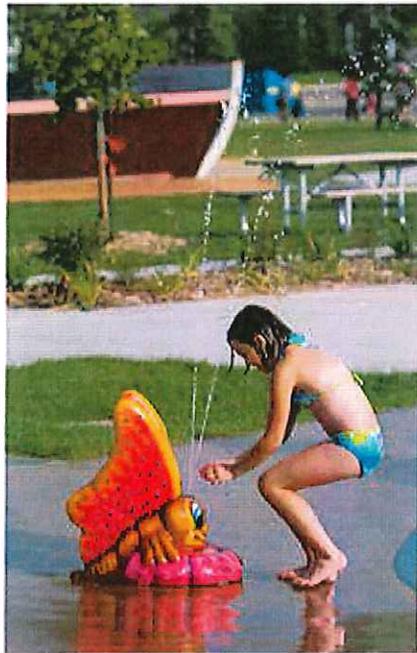
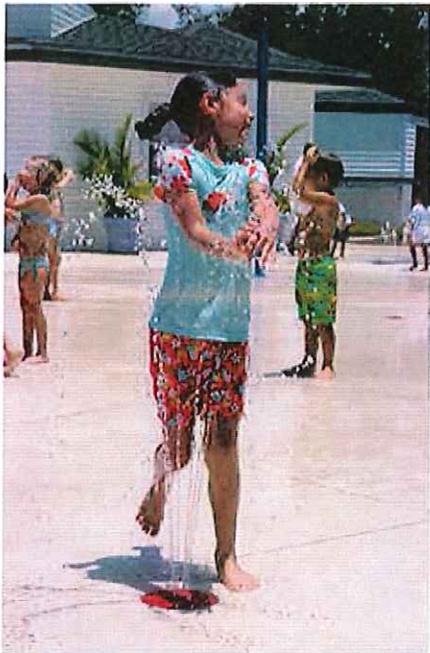


ANTIOCH PREWETT PARK
 ANTIOCH, CA
 22 SEPTEMBER 2015

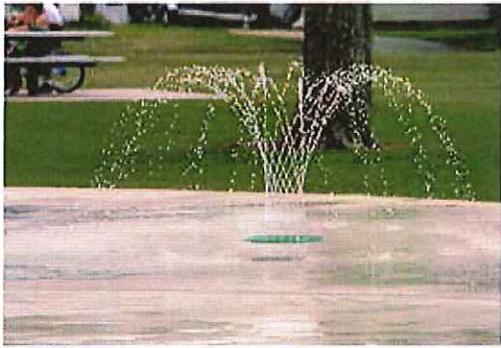
SPRAYGROUND

rhaa
 LANDSCAPE ARCHITECTURE + PLANNING

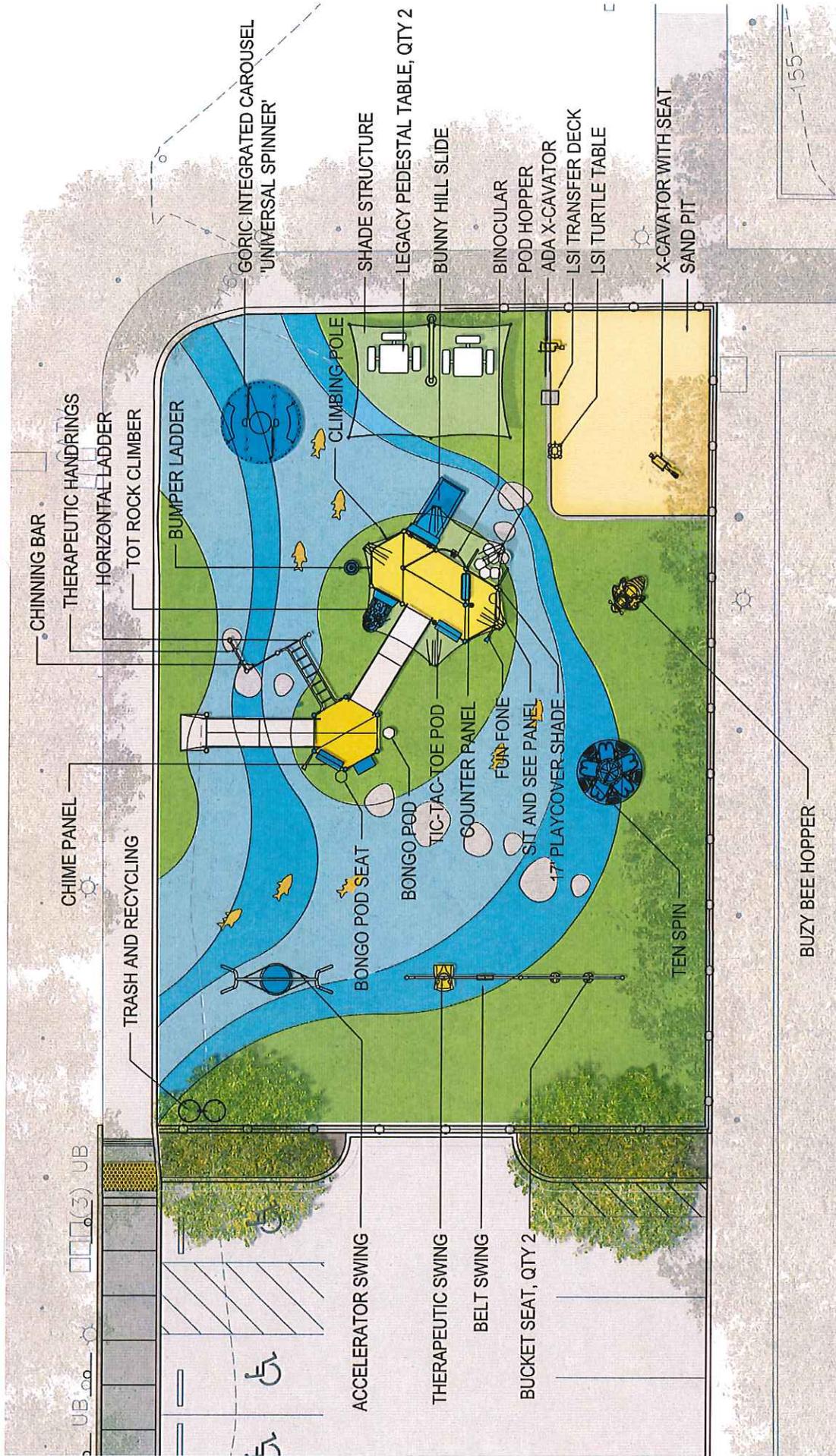
5



2



ATTACHMENT "D"



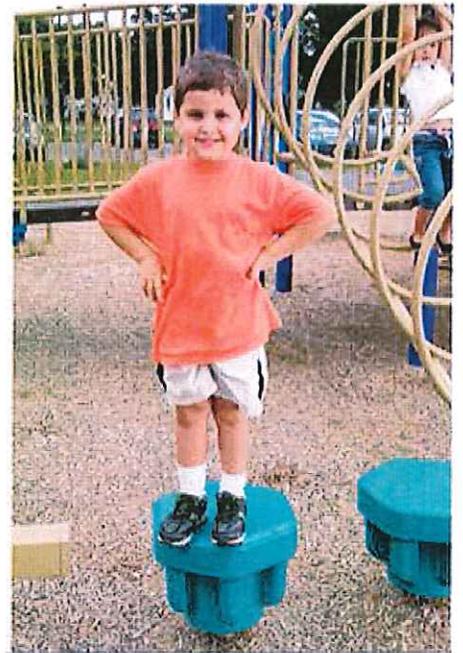
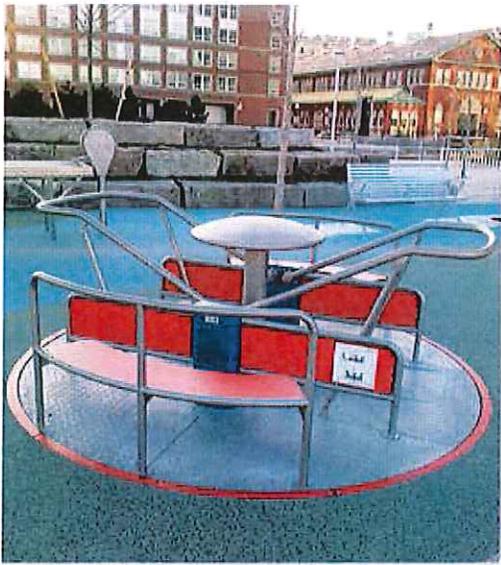
ANTIOCH PREWETT PARK
 ANTIOCH, CA
 22 SEPTEMBER 2015

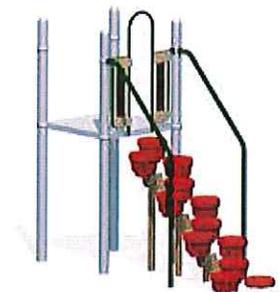
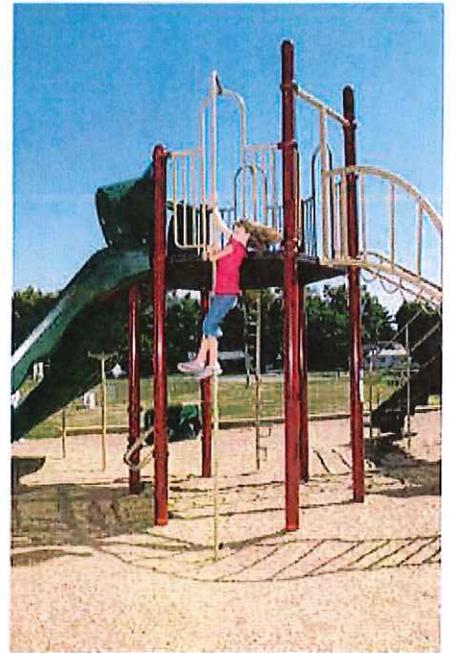
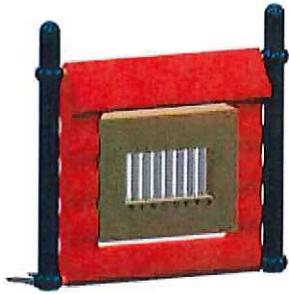
PLAYGROUND

5 10 20

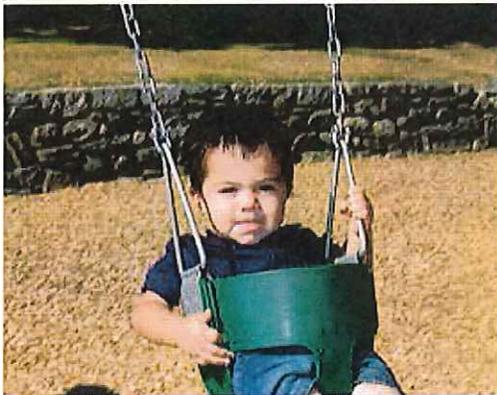
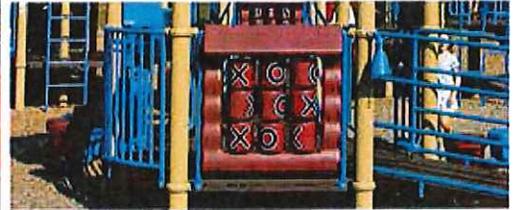
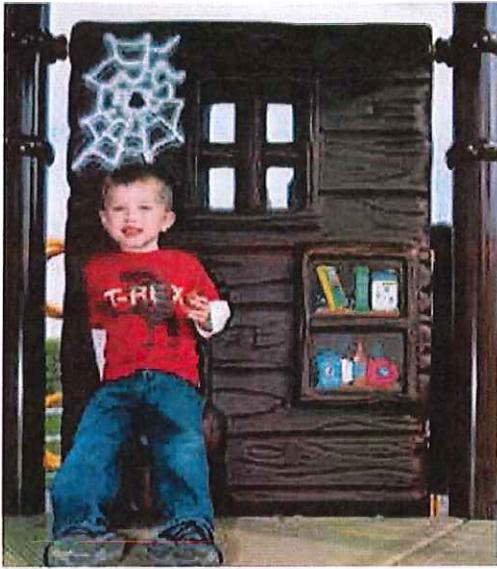
rhaa
 LANDSCAPE ARCHITECTURE + PLANNING

D





D.B



Df

ATTACHMENT "E"

**City of Antioch
"Prewett Community Park – Final Phase"
Project Update**

City Council
September 22, 2015

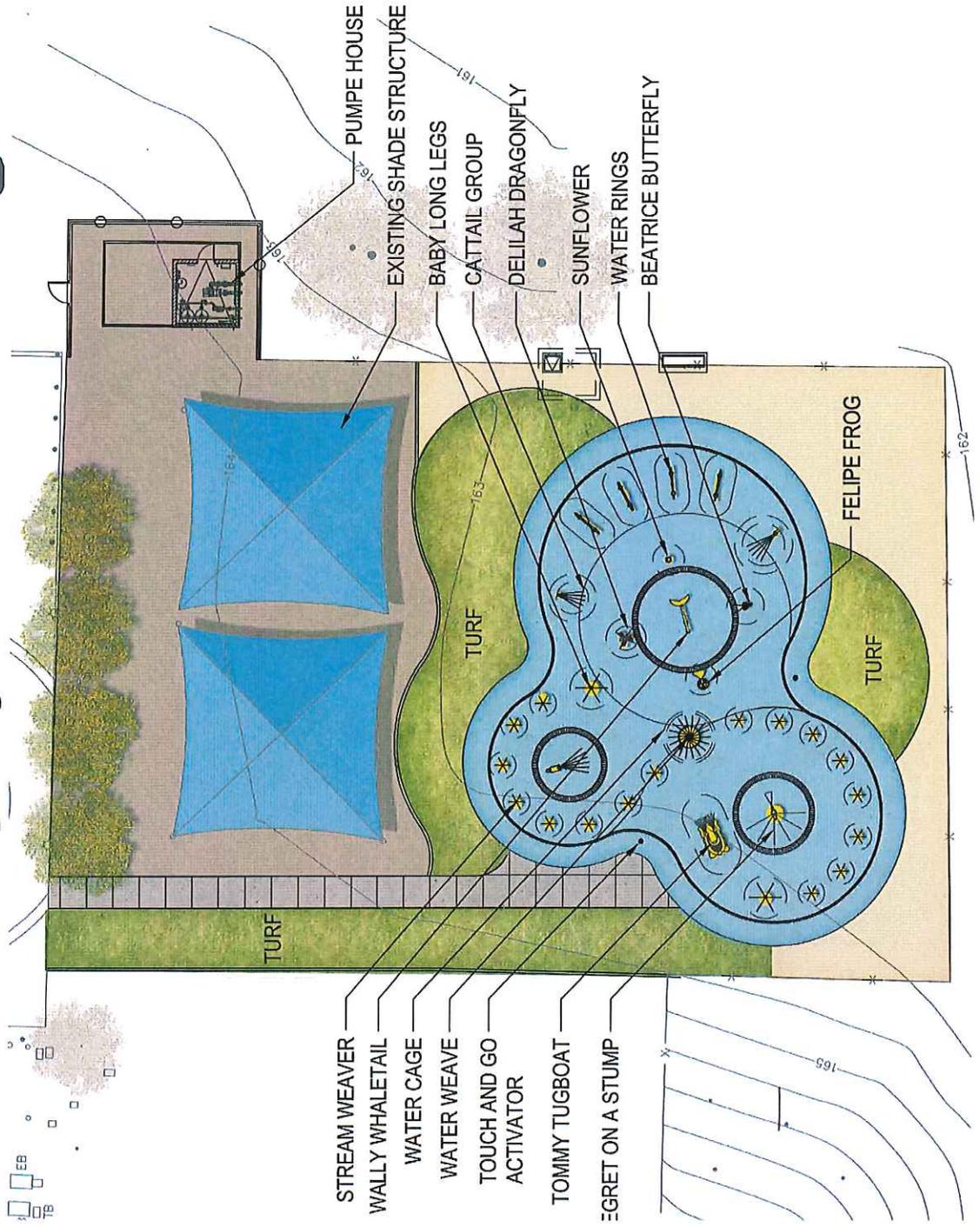


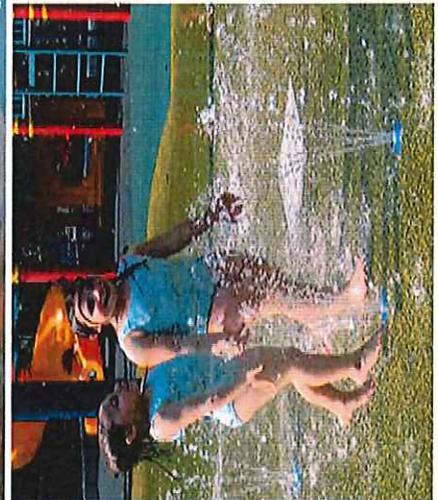
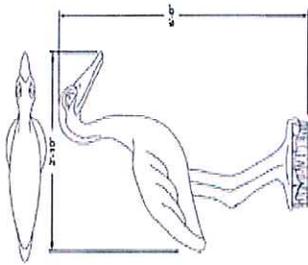
Karste Consulting Inc.

Original Design Project Estimate

- Design, project management, inspection, staff time: \$ 450,000
- Security Cameras (completed): \$ 128,000
- All-Abilities Spray Park/Splash Pad-Pool \$ 850,000
- All-Abilities Accessible Playground \$ 550,000
- Construction Contingency: \$ 110,000
- Projected Total Project Cost: \$2,088,000
- Estimated Shortfall: <\$50,000>

Revised Spray Park - Design





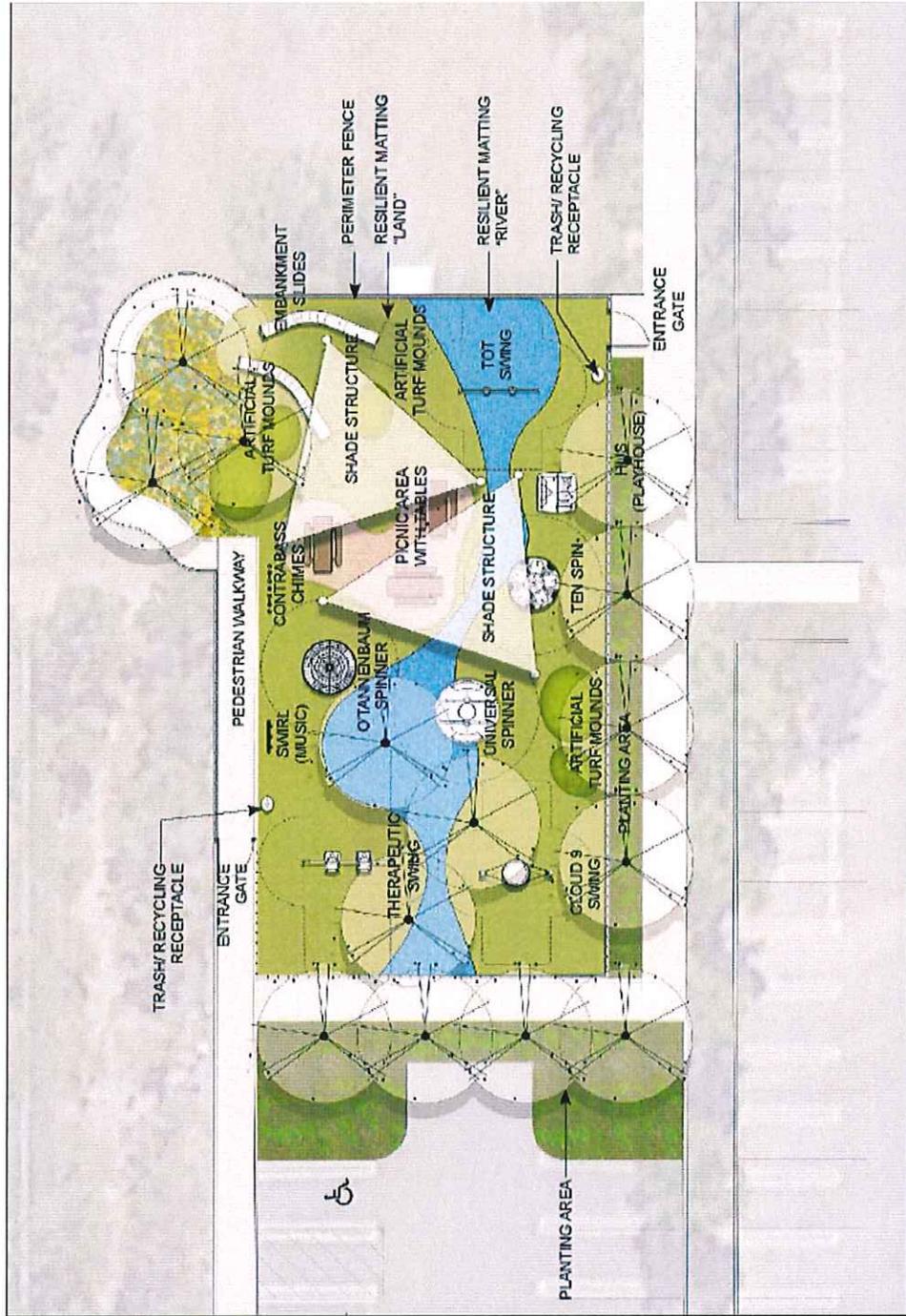


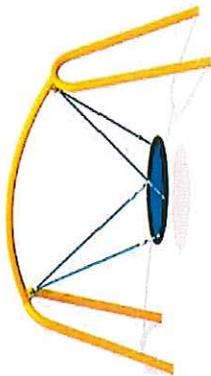
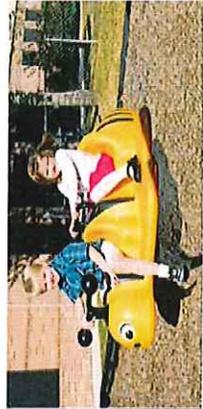
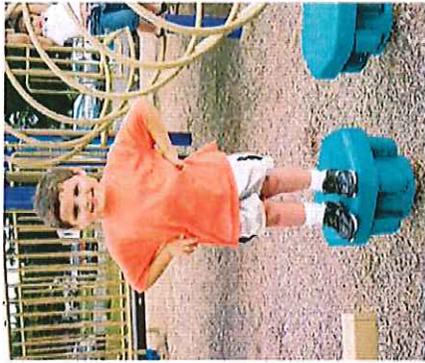
Revised Spray Park Benefits

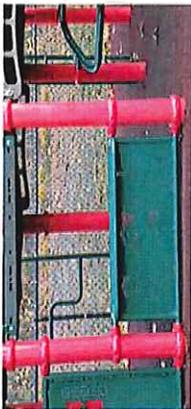
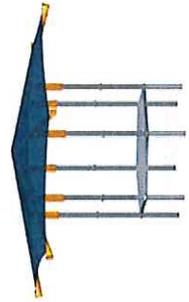
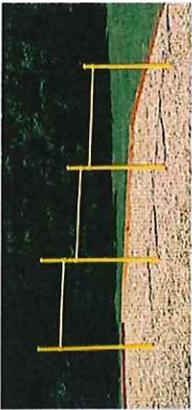
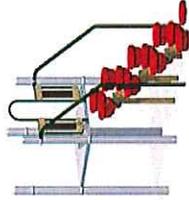
The additional design work and detailed review of project goals has resulted in a new plan that:

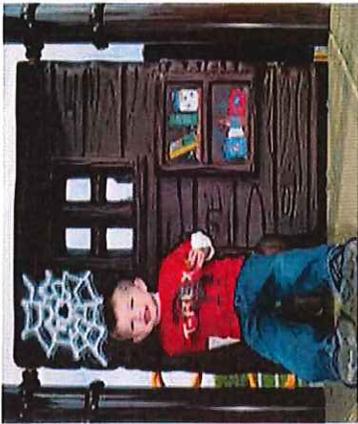
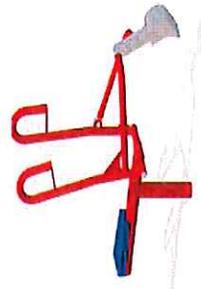
1. Meets the desired Delta theme.
2. Maximizes the number of spray features.
3. Allows the project to remain within a realistic budget.
4. Provides accessibility for children of all ages and abilities at all spray features.
5. Maximizes the square footage of the concrete spray pad.
6. Eliminates a significant amount of money that was being spent on one single feature (Tree Hover pad/slide). This feature did not meet the Council's accessibility goals.
7. Eliminates adjacent landscaping, which was deemed too extensive (for example, the conceptual design included concrete benches and a high number of trees).

Original Accessible Playground Design









Revised Accessible Playground Benefits

During the review of the accessible playground, the project team determined that:

1. The updated plan meets the primary goals of maximizing accessibility and offering a wide variety and number of toys/features.
2. Maintains the picnic element with shade.
3. Excavating the hillside for an accessible path and the slides were a significant cost without a true benefit to the user.
4. The excavation required removal of existing, mature trees.
5. The addition of infrastructure to support the retaining wall and utilities.
6. The updated playground design improves the utilization of the project funds (by removing the hillside as a design feature).

Revised Design Project Estimate

- Design, project management, inspection, staff: \$450,000
- Security Cameras (completed): \$128,000
- All-Abilities Spray Park/Splash Pad-Pool \$980,000
- All -Abilities Accessible Playground \$440,000
- Construction Contingency: \$90,000
- Projected Total Project Cost: \$2,088,000
- Estimated Shortfall: <\$50,000>

Questions