



Council Chambers
200 H Street
Antioch, CA 94509

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

ANNOTATED AGENDA

for

JANUARY 26, 2016

**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

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Council meetings are televised live on Comcast Channel 24

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

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

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 of a City Attorney.
No action taken; direction given to staff

2) CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION – Potential Litigation pursuant to California Government Code §54956.9 (d)(4): Water Rights BDCP
No action taken; direction given to staff

7:01 P.M. ROLL CALL – REGULAR MEETING – for Council Members/City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – *All Present*

PLEDGE OF ALLEGIANCE

1. PROCLAMATION

- Black History Month, February 2016

Approved, 5/0

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

STAFF REPORT

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *PARKS & RECREATION COMMISSION (Deadline date to apply: 01/29/16)*
- *BOARD OF ADMINISTRATIVE APPEALS (Deadline date to apply: 01/29/16)*

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

CITY COUNCIL COMMITTEE REPORTS

MAYOR’S COMMENTS

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

PRESENTATION

– *Police Statistics for Year 2015, presented by Chief Allan Cantando*

PRESENTATION

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

A. APPROVAL OF COUNCIL MINUTES FOR JANUARY 12, 2016

Continued, 5/0

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

STAFF REPORT

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

STAFF REPORT

C. REJECTION OF CLAIMS: KIRAN SINGH & LADONNA HARDMAN

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the following claims:

1) Karin Singh – Claim was received on November 16, 2015.

2) LaDonna Hardman – Claim was received on December 10, 2015, and amended on December 28, 2015.

STAFF REPORT

D. APPROVAL OF TREASURER’S REPORT FOR DECEMBER 2015

Approved, 5/0

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

STAFF REPORT

E. ORDINANCE PROHIBITING CULTIVATION OF MARIJUANA (*Introduced on 01/12/16*)

Ord. No. 2109-C-S adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Ordinance Prohibiting the Cultivation of Marijuana within the City of Antioch.

STAFF REPORT

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

- F. HEIDORN VILLAGE PROJECT – SECOND READING OF ORDINANCES (PD-14-02, UP-14-08, AR-14-03, PW 695) (*Introduced on 01/12/16*)

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

Ord. No. 2110-C-S adopted, 5/0

- 1) Adopt the Ordinance approving a Development Agreement between the City of Antioch and Mission Peak Homes, Inc.

Ord. No. 2111-C-S adopted, 5/0

- 2) Adopt the Ordinance approving a rezone from Planned Development District (PD) to Planned Development District (PD-14-02).

STAFF REPORT

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

- G. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Approved, 5/0

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

STAFF REPORT

- H. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

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

STAFF REPORT

- I. RECOGNIZED OBLIGATION PAYMENT SCHEDULE (16-17) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH

SA Reso No. 2016/20 adopted, 5/0

Recommended Action: It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2016 through June 2017 (ROPS 16-17).

STAFF REPORT

COUNCIL REGULAR AGENDA

3. PLANNING COMMISSION APPOINTMENTS FOR TWO PARTIAL-TERM VACANCIES EXPIRING OCTOBER 2019

Kerry Motts & Sedar Husary, appointed, 5/0

Recommended Action: It is recommended that the City Council receive and file the applications and the Mayor nominate and Council appoint two members to the Planning Commission.

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

4. ECONOMIC DEVELOPMENT COMMISSION APPOINTMENT FOR ONE PARTIAL-TERM VACANCY EXPIRING JUNE 2017

Robert Kilbourne, appointed, 5/0

Recommended Action: It is recommended that the City Council receive and file the application and the Mayor nominate and Council appoint one member to the Economic Development Commission.

STAFF REPORT

5. LETTER OF INTENT FOR A LEASE WITH “EVERETT AND JONES” RESTAURANT AT ONE MARINA PLAZA, ANTIOCH, CALIFORNIA

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the proposed Letter of Intent for the lease of One Marina Plaza, Antioch, California (also known as “Humphrey’s Restaurant”) to Dorothy Everett and John Jernigan doing business as “Everett and Jones Barbeque,” and authorize the City Manager to execute the LOI.

STAFF REPORT

6. ALTERNATIVE POWER FEASIBILITY STUDY (PW 699)

Approved, 5/0

Recommended Action: It is recommended that the City Council receive the Alternative Power Feasibility Study and direct staff to continue negotiations with NRG for potential solar projects utilizing PG&E’s bill credit transfer program under a Power Purchase Agreement.

STAFF REPORT

7. CONSULTANT SERVICE AGREEMENT FOR THE ZONE I TRANSMISSION PIPELINE REHABILITATION AT HIGHWAY 4 (PW 701)

Reso No. 2016/07 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution amending the fiscal year 2015/2016 budget to include Water Enterprise funding in the amount of \$700,000 for the Zone I Transmission Pipeline Rehabilitation at Highway 4 project and authorize the City Manager to sign an agreement with RMC Water and Environment for design consulting services related to this project in the amount of \$86,312.

STAFF REPORT

8. RESOLUTION AUTHORIZING THE FILING OF A FINANCIAL ASSISTANCE APPLICATION WITH THE STATE WATER RESOURCES CONTROL BOARD FOR A DRINKING WATER STATE REVOLVING FUND LOAN UP TO \$1,000,000 FOR THE BRACKISH WATER DESALINATION PROJECT (PW 694)

Reso No. 2016/08 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Resolution and Authorize the City Manager to file a loan application with the State Water Resources Control Board for a Drinking Water State Revolving Fund Loan up to \$1,000,000 for the Brackish Water Desalination Project.

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

9. THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH EXPONENT, INC.

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the Third Amendment to the Consultant Service Agreement with Exponent, Inc. to assist in negotiations with the City's Water Rights, provide support, scientific and technical analysis, studies and testimony for the Bay Delta Conservation Plan (BDCP)/California WaterFix in the amount of \$147,500 for a total of \$210,000.

STAFF REPORT

10. PARKING ENFORCEMENT OUTSOURCING

Approved, 5/0

Recommended Action: It is recommended that the City Council authorize the City Manager to execute a 6 (six) month agreement with SP+ (SP Plus) allowing the City of Antioch to outsource its parking enforcement and vehicle abatement.

STAFF REPORT

9:26 P.M.
9:37 P.M.

BREAK
RECONVENE – All Present

11. WILD ROOSTERS AND HENS

Report received; two Council Members to meet with neighbors/residents, 5/0

Recommended Action: It is recommended that the City Council receive the oral report concerning staffs' efforts regarding the wild rooster and hen population in the area of Vine Lane, Viera Avenue, Walnut Avenue, and Bown Lane.

STAFF REPORT

12. MEMORANDUM OF UNDERSTANDING WITH SUTTER DELTA MEDICAL CENTER

Approved, 5/0

Recommended Action: It is recommended that the City Council approve a Memorandum of Understanding (MOU) with Sutter Delta Medical Center, which has requested the MOU.

STAFF REPORT

13. RESOLUTION OPPOSING EXTENSION OF TRADE POLICIES

Reso No. 2016/09 adopted, 4/0/1(O)

Recommended Action: It is recommended that the City Council consider adopting a resolution opposing the extension of Trade Policies. This item was requested by Mayor Harper.

STAFF REPORT

14. CITY COUNCIL AGENDA FOLLOW-UP LIST

Received & Filed, 5/0

Recommended Action: It is recommended that the City Council review and acknowledge the items on the City Council Agenda Follow-Up List.

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

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

ADJOURNMENT – 10:44 P.M.



***BLACK HISTORY MONTH AND SPECIAL EXHIBIT
FEBRUARY 2016***

WHEREAS, Cities and towns across America observe and celebrate Black History Month every February with civic activities, special events, exhibits and neighborhood gatherings; and

WHEREAS, In The City of Antioch a unique Black History Month experience was created in 2009 by Rua'h Community Outreach Ministries and Parent Providers Partnering for the Education of Young Children with a desire to share the cultural history and struggles of African Americans; and

WHEREAS, The first exhibit was successfully designed and interpreted for the children and parents attending the Rites of Passage Life Skills Training Academy held at the Rivertown Kid's Club in Antioch; and

WHEREAS, In 2010 civic leaders Dr. Carrie Frazier, Gloria Hartsough, and Joyce Smalley came together to partner with the Arts & Cultural Foundation to present the 1st Black History Month Art & Artifacts Exhibit for the larger Antioch community at the Lynn House Art Gallery; and

WHEREAS, The exhibit has grown in size and attendance since 2010 and is now showcased at the Nick Rodriguez Community Center during the first two weeks in February for school children, families and individuals; and

WHEREAS, The exhibit features a time line of African American history from Africa to the present including historical events, creative art, artifacts, along with literature, that reflects the African American experience in America, promotes dignity and pride in the African American community and provide cross cultural education for the larger community; and

WHEREAS, Today, the exhibit is now sponsored by a collaboration of community Partners including Rua'h Community Outreach, Inc., Parent Partners Providing for the Education of Young Children, JTS Art Gallery, the Arts & Cultural Foundation of Antioch, and The City of Antioch.

NOW, THEREFORE, I, WADE HARPER, Mayor of the City of Antioch, do hereby proclaim February, 2016, as Black History Month and February 6th – 20th, as "Black History Month Exhibit Days" and I encourage all citizens, schools and organizations to visit, learn, recognize, and thank the volunteers and sponsors of the Black History Month Exhibit.

JANUARY 26, 2016

WADE HARPER, Mayor



City of Antioch



Fourth Quarter 2015 Review of Portfolio

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

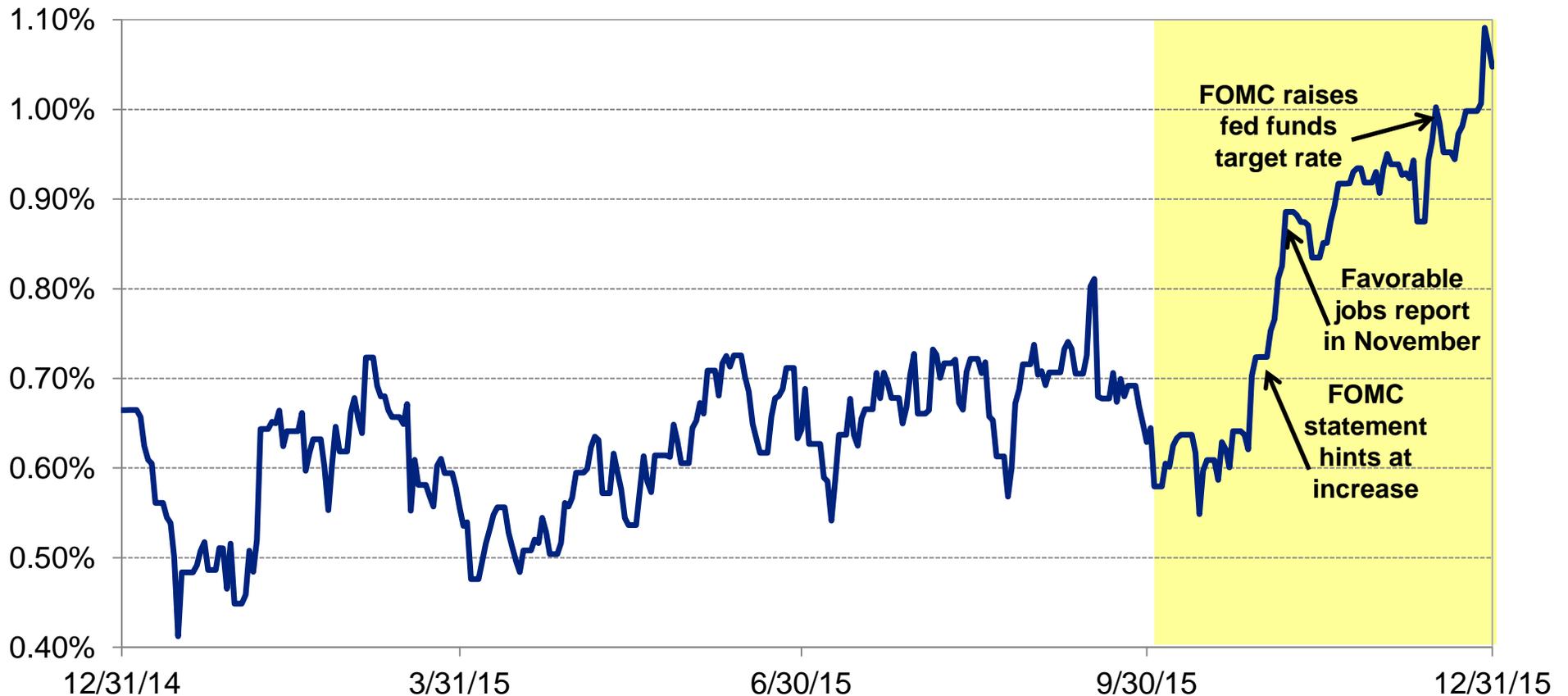
At Last! An Increase in the Fed Funds Target Rate

- At the December 16 Federal Reserve Open Market Committee (FOMC) meeting, the Committee decided to raise the target range for the federal funds rate to 0.25 – 0.50%.
- The FOMC noted further improvement in the labor market but also recognized that inflation has continued to run below its 2% objective. However, the Committee indicated that it is reasonably confident that inflation will rise to its objective over the medium term.
- Going forward, the Committee will carefully monitor actual and expected progress towards its goal of 2% inflation. The Committee expects only gradual increases in the federal funds rate.

2-Year U.S. Treasury Yields Climb Higher

- The yield on 2-year Treasuries rose 0.42% during the fourth quarter from 0.63% to 1.05% as the market priced in an expected increase in the fed funds target rate.

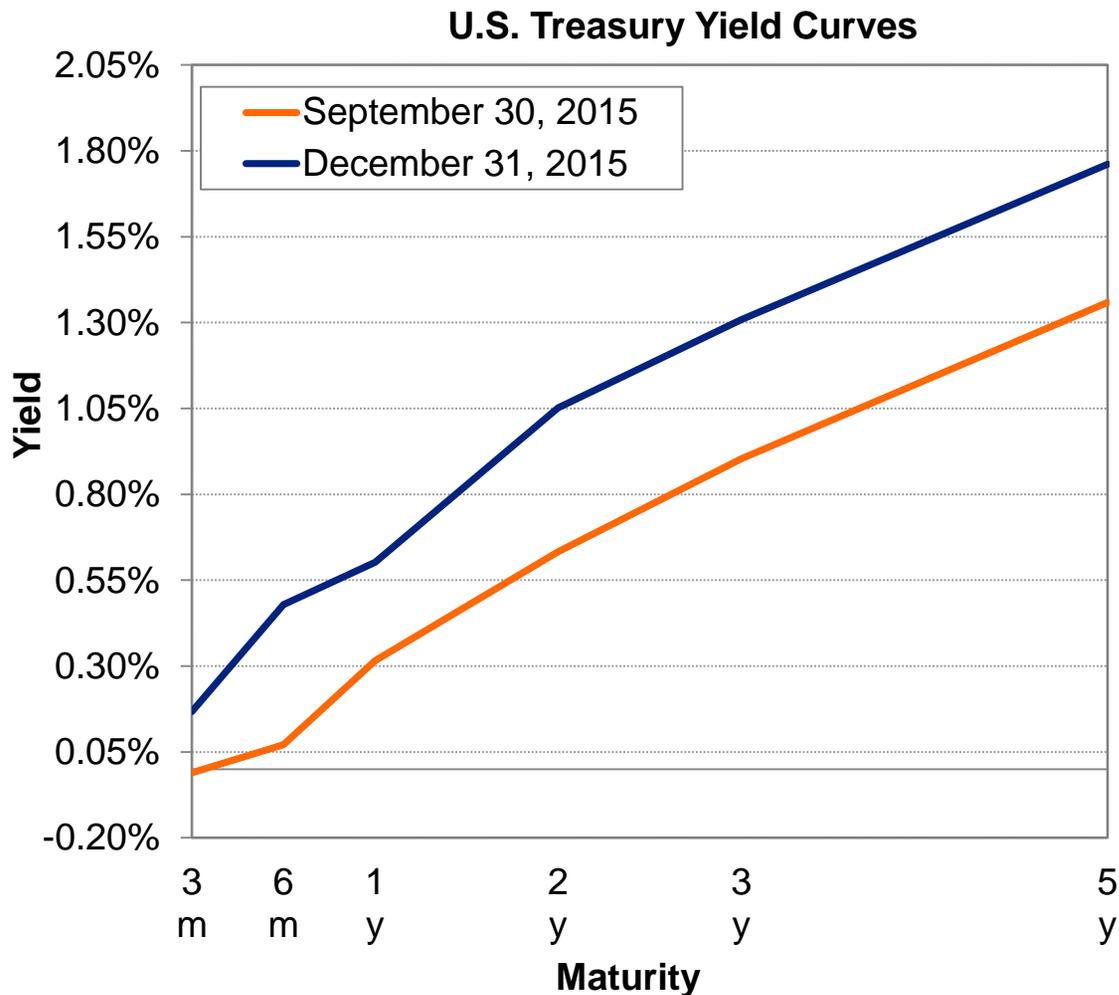
2-Year U.S. Treasury Yield
December 31, 2014 – December 31, 2015



Source: Bloomberg

U.S. Treasury Yields Increased Across the Curve

- Yields increased across the yield curve this quarter, but moved up the most in 2- to 5-year maturities.

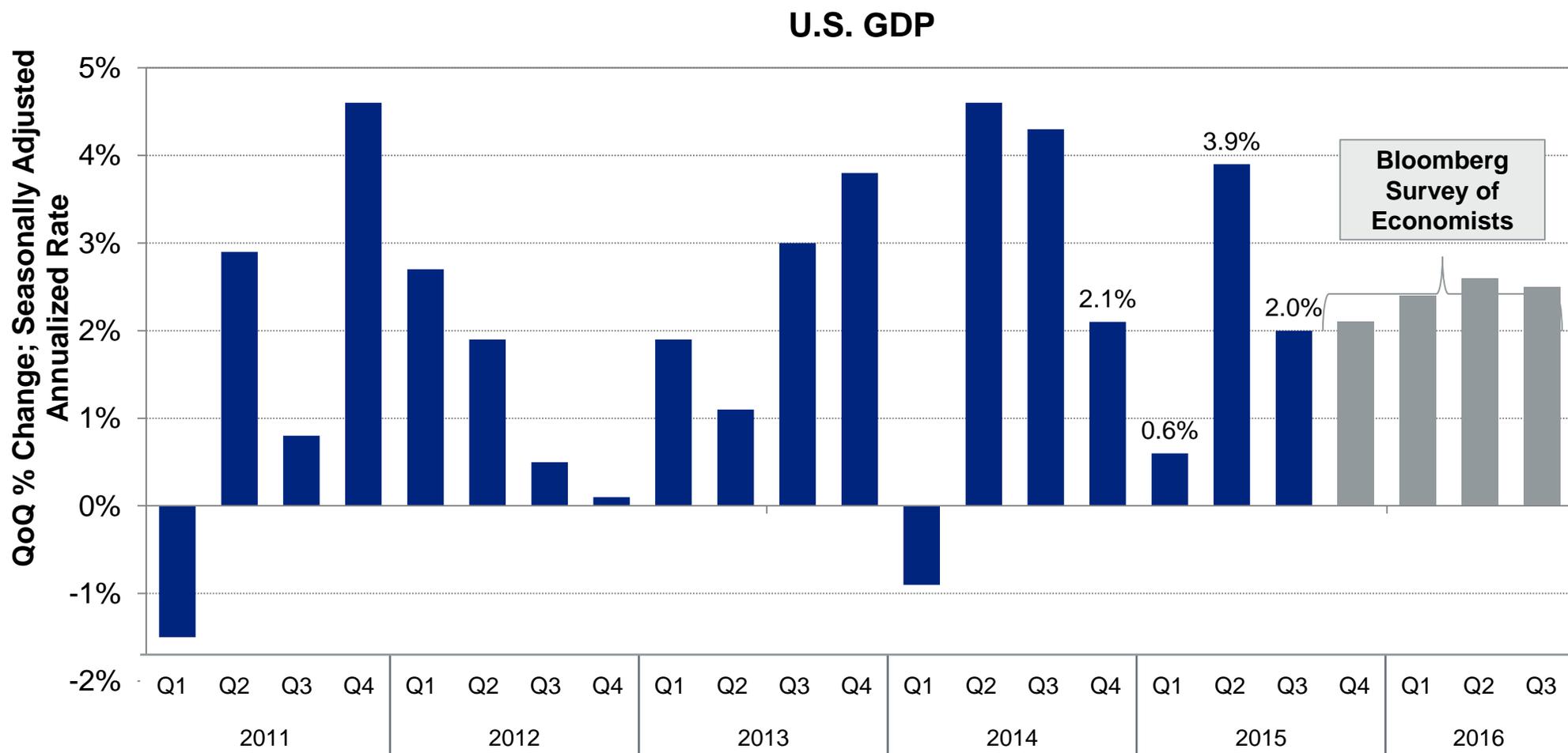


	12/31/15	9/30/15	Change
3 Month	0.17%	-0.02%	+0.19%
6 Month	0.48%	0.07%	+0.41%
1 Year	0.60%	0.31%	+0.29%
2 Year	1.05%	0.63%	+0.42%
3 Year	1.31%	0.90%	+0.41%
5 Year	1.76%	1.36%	+0.40%
10 Year	2.27%	2.04%	+0.23%
30 Year	3.02%	2.85%	+0.17%

Source: Bloomberg

U.S. Economic Growth Slowed in Third Quarter

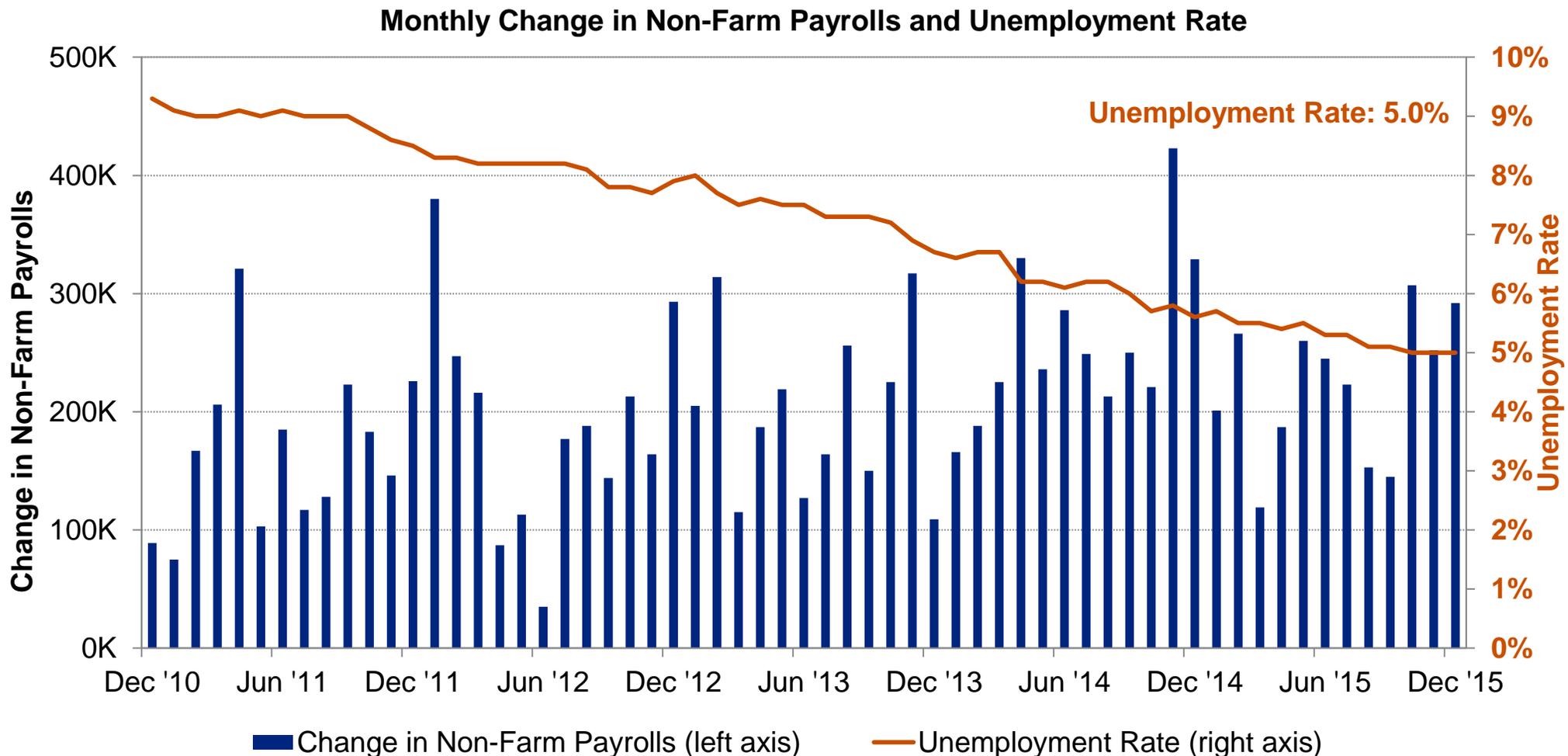
- U.S. GDP growth slowed to an estimated 2.0% in the third quarter after strong 3.9% growth in the second quarter.
- While consumer spending showed continued strength, declines in inventory growth and a widening trade deficit detracted from GDP.



Source: Bureau of Economic Analysis; Bloomberg

U.S. Job Market Close to Full Employment

- The U.S. labor market added an average 265,000 jobs per month in 2015.
- The unemployment rate ended 2015 at 5%.



Source: Bureau of Labor Statistics, Bloomberg

Fourth Quarter 2015 Recap

- PFMAM maintained a modestly defensive duration position for much of the quarter as rates trended higher. As rates increased ahead of December's FOMC meeting, we extended the portfolio's duration to more closely align with the benchmark's duration.
- Since the yield relationship between U.S. Treasury and Federal Agency securities remained relatively stable throughout the third quarter, we continued to prefer U.S. Treasuries, as this sector added relative value. However, we sought opportunities to capture value from Federal agencies when well-priced new issues came to market, offering higher yields than secondary market issues.
- We continued to look for opportunities to take advantage of value in the corporate sector. As issuance tapered off at year-end and economic fundamentals continued to improve, the corporate sector benefitted from increasing demand, which caused yield spreads to narrow for much of the quarter, resulting in strong out-performance compared to U.S. government securities.

Fourth Quarter Trades

Duration Extension Trades

Settle Date	Action	Issuer	Par	Maturity	Yield
10/8/2015	Sell	JP Morgan Chase Note	\$650,000	10/15/2015	0.43%
10/8/2015	Purchase	American Express Note	\$700,000	7/31/2018	1.66%
10/9/2015	Sell	Apple Inc. Note	\$700,000	5/15/2017	0.74%
10/9/2015	Purchase	Bank of America Note	\$700,000	6/5/2018	1.67%
11/9/2015	Sell	Bank of Nova Scotia CD	\$1,400,000	6/10/2016	0.42%
11/9/2015	Purchase	Bank of Nova Scotia CD	\$1,350,000	11/6/2017	1.55%
12/30/2015	Sell	U.S. Treasury	\$835,000	11/30/2016	0.75%
12/30/2015	Sell	U.S. Treasury	\$1,650,000	12/31/2016	0.77%
12/30/2015	Purchase	U.S. Treasury	\$2,500,000	1/31/2019	1.38%

Sector Selection Trades

Settle Date	Action	Issuer	Par	Maturity	Yield
10/23/2015	Sell	U.S. Treasury	\$1,400,000	11/30/2016	0.39%
10/23/2015	Purchase	Bank of Montreal (BMO) Harris CD	\$1,400,000	4/24/2017	1.01%
11/17/2015	Sell	U.S. Treasury	\$1,400,000	7/31/2017	0.77%
11/17/2015	Purchase	Skandinaviska Enskilda Banken (SEB) CD	\$1,400,000	11/16/2017	1.48%

For details on these and all other transactions, please see the "Managed Account Security Transactions & Interest" section of your month-end statement.

Fourth Quarter Trades

Combination Duration/Sector Trades

Settle Date	Action	Issuer	Par	Maturity	Yield
10/9/2015	Sell	FHLB	\$1,000,000	9/28/2016	0.40%
10/9/2015	Sell	U.S. Treasury	\$485,000	8/31/2016	0.33%
10/9/2015	Purchase	U.S. Treasury	\$1,500,000	7/31/2018	0.94%
10/29/2015	Sell	U.S. Treasury	\$500,000	11/30/2016	0.41%
10/29/2015	Purchase	Bank of America ABS	\$490,000	9/15/2020	1.30%
10/30/2015	Sell	U.S. Treasury	\$645,000	11/30/2016	0.41%
10/30/2015	Purchase	FNMA MBS	\$640,000	3/15/2020	1.09%
11/9/2015	Sell	CA Dept. of Water	\$500,000	12/1/2015	0.32%
11/9/2015	Sell	U.S. Treasury	\$960,000	9/30/2017	0.88%
11/9/2015	Sell	U.S. Treasury	\$285,000	7/31/2017	0.82%
11/9/2015	Sell	U.S. Treasury	\$140,000	7/31/2017	0.82%
11/9/2015	Purchase	U.S. Treasury	\$1,825,000	11/30/2018	1.18%
11/18/2015	Sell	HSBC Bank CD	\$1,050,000	8/15/2016	0.74%
11/18/2015	Sell	U.S. Treasury	\$340,000	11/30/2016	0.64%
11/18/2015	Purchase	HSBC Bank CD	\$1,400,000	11/17/2017	0.98%

For details on these and all other transactions, please see the "Managed Account Security Transactions & Interest" section of your month-end statement.

Fourth Quarter Trades

Combination Duration/Sector Trades

Settle Date	Action	Issuer	Par	Maturity	Yield
11/24/2015	Sell	U.S. Treasury	\$50,000	11/30/2016	0.64%
11/24/2015	Sell	Westpac Banking Corp. CD	\$1,350,000	4/15/2016	0.47%
11/24/2015	Purchase	Svenska Handelsbanken CD	\$1,400,000	8/24/2017	0.85%
11/30/2015	Sell	U.S. Treasury	\$250,000	11/30/2016	0.70%
11/30/2015	Purchase	FNMA MBS	\$295,000	1/1/2019	1.20%
12/4/20/15	Sell	Berkshire Hathaway Note	\$930,000	8/15/2016	0.66%
12/4/20/15	Sell	CA State GO Bond	\$550,000	2/1/2016	0.37%
12/4/20/15	Sell	FHLB Note	\$860,000	9/28/2018	0.70%
12/4/20/15	Sell	FNMA Note	\$970,000	9/28/2016	0.70%
12/4/20/15	Sell	FNMA Note	\$655,000	9/28/2020	0.70%
12/4/20/15	Purchase	U.S. Treasury Note	\$3,950,000	12/31/2018	1.22%

For details on these and all other transactions, please see the "Managed Account Security Transactions & Interest" section of your month-end statement.

City's Portfolio Holdings Are in Compliance with Code and Investment Policy

Security Type	Market Value as of December 31, 2015	Portfolio Composition	% Change vs. 9/30/15	Permitted by Policy	In Compliance
U.S. Treasuries	\$23,635,649	30%	+2%	100%	✓
Federal Agencies	\$3,594,745	5%	-4%	100%	✓
Federal Agency CMOs	\$1,884,580	2%	+1%	100%	✓
Municipal Obligations	\$2,347,288	3%	-1%	100%	✓
Negotiable CDs	\$15,644,976	20%	+5%	30%	✓
Corporate Notes	\$18,678,481	24%	-	30%	✓
Asset-Backed Securities (ABS)	\$4,479,960	6%	-	20%	✓
LAIF	\$8,223,486	10%	-2%	\$50 million	✓
Totals	\$78,489,165	100%			

Includes accrued interest. May not sum to total due to rounding.

Portfolio Characteristics: Issuer Distribution

- The portfolio is well diversified by sector and by issuer.

Corporate Notes

IBM Corp	2%
Exxon Mobil	2%
Bank of New York	2%
American Honda Finance	2%
PepsiCo	2%
Cisco Systems Inc.	2%
American Express	1%
Deere & Company	1%
Wells Fargo	1%
JP Morgan Chase	1%
Apple	1%
Texas Instruments	1%
Caterpillar Financial	1%
Toyota Motor CC	1%
McDonald's Corp.	1%
GlaxoSmithKline Cap	1%
HSBC USA	1%
ConocoPhillips Company	<1%

Municipal Obligations

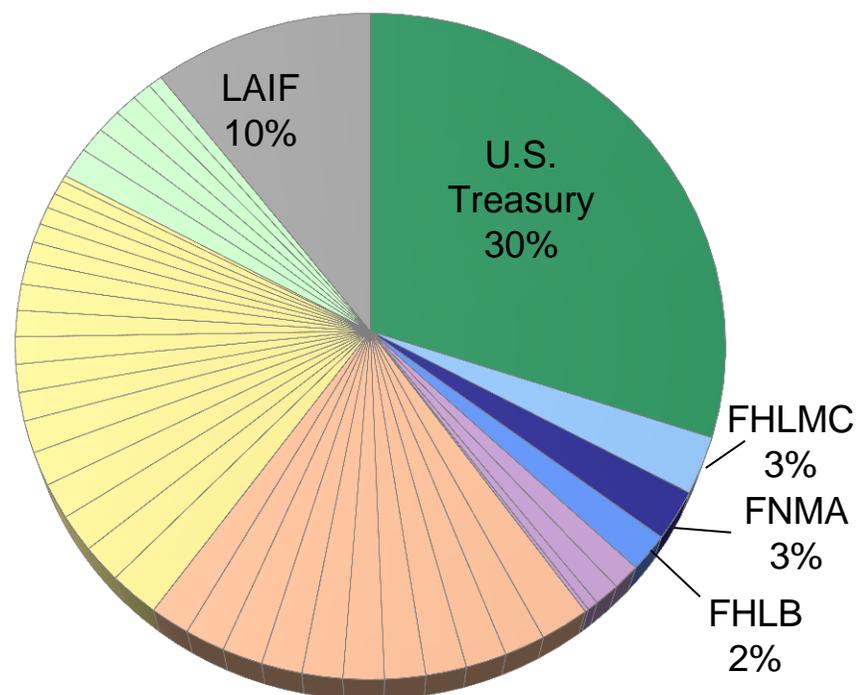
State of California	1%
Orange County, CA	1%
California Earthquake Authority	<1%
University of California	<1%

Negotiable Certificate of Deposit

Rabobank Nederland NV NY	2%
Toronto Dominion Bank NY	2%
Bank of Nova Scotia Houston	2%
HSBC USA CD	2%
Svenska Handelsbanken NY	2%
Bank of Montreal Harris NA	2%
Skandinaviska Enskilda NY	2%
Canadian Imperial Bank NY	2%
Nordea Bank Finland NY	2%
Goldman Sachs Bank	2%
U.S. Bank NA	2%

Asset-Backed Securities

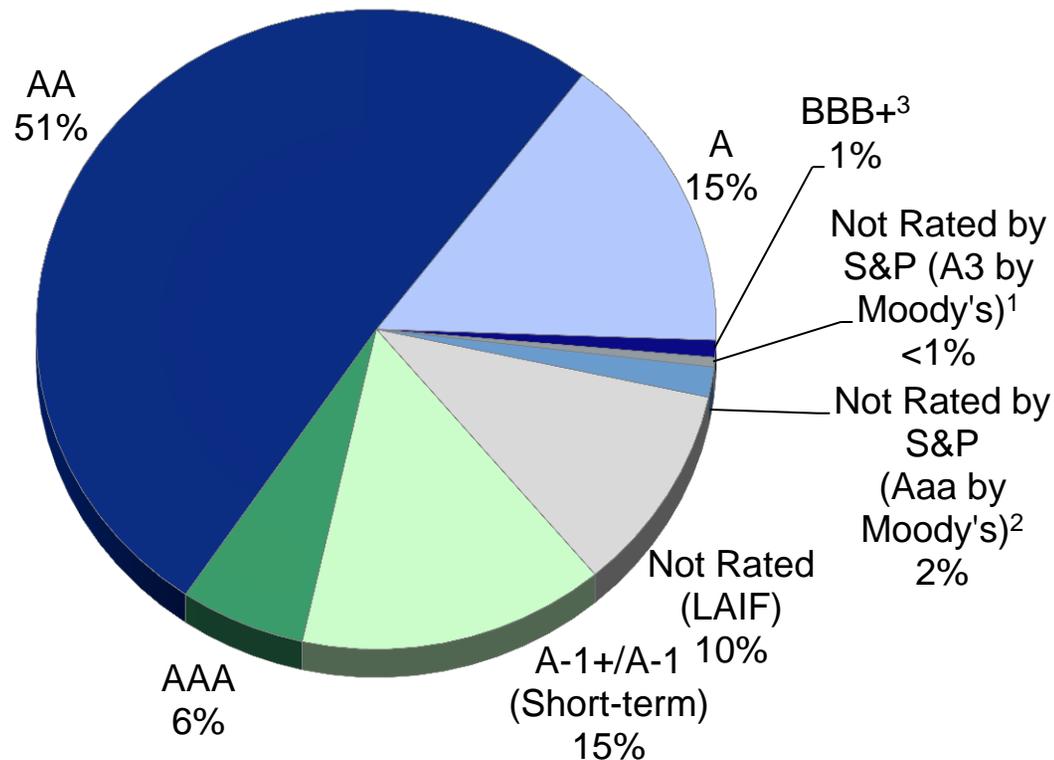
Bank of America Credit Card	2%
Ford Auto	1%
Toyota Auto	1%
Nissan Auto	1%
Honda Auto	1%
Citibank Credit Card	1%



• As of December 31, 2015.
 • Percentages may not total to 100% due to rounding.

Portfolio Characteristics: Credit Quality

- The portfolio comprises securities of high credit quality.



As of December 31, 2015. Percentages may not total 100% due to rounding. Ratings provided by Standard & Poor's.

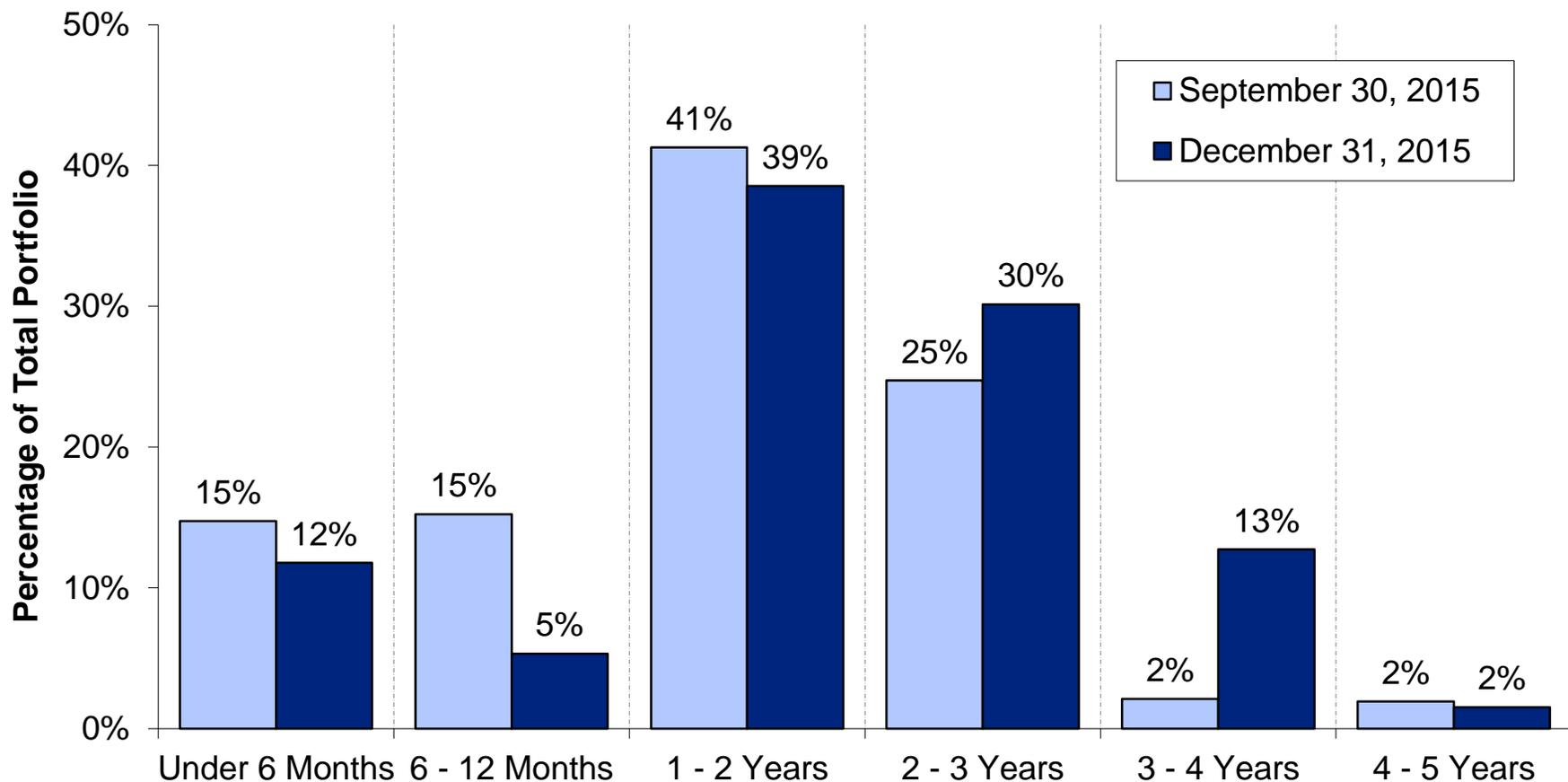
1. The "Not Rated by S&P (A3 by Moody's)" category comprises a California Earthquake Authority municipal bond.

2. The "Not Rated by S&P (Aaa by Moody's)" category comprises a Ford and Nissan asset-backed securities.

3. The "BBB+" category is composed of a McDonald's Corp. note which was rated "A" at the time of purchase on April 7, 2015 but was downgraded to "BBB+" on November 10, 2015. This security is in compliance with California Government Code since it met the minimum rating requirement at the time of purchase.

Portfolio Characteristics: Maturity Distribution

- During the quarter, we focused new purchases on securities with maturities in the 2- to 4-year range, where the yield curve was steepest and offered the most pick-up in yield.



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

Portfolio Characteristics: Total Return

- The return of the City's portfolio has consistently exceeded the return of the benchmark.

Total Returns
For Periods Ending December 31, 2015

	Duration (years)	Past Quarter	Past Year	Past 3 Years	Since Inception
City of Antioch	1.80	-0.23%	0.78%	0.67%	3.73%
City's Treasury Benchmark	1.80	-0.44%	0.54%	0.51%	3.50%

- Performance on trade-date basis, gross (i.e., before fees) in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
- Bank of America Merrill Lynch (BAML) Indices provided by Bloomberg Financial Markets.
- Excludes LAIF in performance and duration computations.
- Performance numbers for periods one year and greater are presented on an annualized basis.
- Inception date is June 30, 1995.
- The benchmark was the 1-Year Treasury Bill Index until June 30, 2001, at which point it was changed to the 1-Year Treasury Note Index. The benchmark was then changed to the 1-3 Year Treasury index on June 30, 2002. Then, on September 30, 2010, the benchmark was changed to the 1-Year Treasury Note Index because of the City's increased cash needs. On February 28, 2011, the benchmark was changed back to the 1-3 Year Treasury Note Index because the City's cash needs have returned to prior levels.

Portfolio Earnings Analysis

Portfolio Earnings Analysis

As of December 31, 3015

	Q1 2015	Q2 2015	Q3 2015	Q4 2015	Past Year
<i>Total Interest and Realized Gain/Loss</i>	150,943	191,783	185,814	207,313	735,853
<i>+ Change in market value</i>	233,224	-125,893	66,068	-366,135	-192,736
<i>= Total Return \$</i>	384,167	65,890	251,882	-158,822	543,117
<i>Total Return %</i>	0.55%	0.09%	0.36%	-0.23%	0.78%

Notes:

- Performance on trade-date basis, gross (i.e., before fees) in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
- Quarterly returns are presented on an unannualized basis.

2016 Investment Outlook and Strategy

- We expect that the U.S. economy will continue to expand at a moderate pace, bolstered by gains in the job market and consumer spending. However, the global economy faces significant headwinds, particularly in emerging market economies.
- The Federal Reserve has signaled that future rate increases will be gradual and likely tied to “actual progress” towards the Fed’s inflation target.
- We will continue to manage duration with a conservative bias in an effort to protect the market value of the portfolio in light of the bias toward higher rates by the end of 2016.
- The corporate sector continues to add significant value.
 - We will maintain the portfolio’s allocation near the upper end of the City’s policy limits to maximize the benefit from this sector.
 - We will continue to carefully monitor the impact of global growth concerns on the corporate sector as a whole and on specific issuers.
- We will continue to monitor the yield relationship between Federal Agency and Treasury securities, looking to add Federal Agencies when their additional yields over Treasuries offer value.



Managed Account Detail of Securities Held

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

CITY OF NEWPORT BEACH, CALIFORNIA

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 01/31/2012 0.875% 01/31/2017	912828SC5	1,200,000.00	AA+	Aaa	02/26/15	02/27/15	1,206,140.63	0.61	4,394.02	1,203,458.30	1,200,093.60
US TREASURY NOTES DTD 01/31/2012 0.875% 01/31/2017	912828SC5	1,220,000.00	AA+	Aaa	07/29/14	07/31/14	1,222,335.16	0.80	4,467.26	1,221,015.78	1,220,095.16
US TREASURY NOTES DTD 01/31/2012 0.875% 01/31/2017	912828SC5	1,275,000.00	AA+	Aaa	03/26/15	03/27/15	1,281,922.85	0.58	4,668.65	1,279,060.99	1,275,099.45
US TREASURY NOTES DTD 02/29/2012 0.875% 02/28/2017	912828SJ0	2,000,000.00	AA+	Aaa	06/02/14	06/03/14	2,008,125.00	0.73	5,913.46	2,003,464.44	2,000,782.00
US TREASURY NOTES DTD 03/31/2012 1.000% 03/31/2017	912828SM3	770,000.00	AA+	Aaa	12/24/14	12/30/14	771,894.92	0.89	1,956.56	771,054.91	771,202.74
US TREASURY NOTES DTD 07/02/2012 0.750% 06/30/2017	912828TB6	1,250,000.00	AA+	Aaa	10/30/14	11/03/14	1,248,730.47	0.79	25.76	1,249,282.64	1,246,093.75
US TREASURY NOTES DTD 07/02/2012 0.750% 06/30/2017	912828TB6	1,500,000.00	AA+	Aaa	12/05/14	12/10/14	1,493,261.72	0.93	30.91	1,496,035.94	1,495,312.50
US TREASURY NOTES DTD 08/31/2012 0.625% 08/31/2017	912828TM2	640,000.00	AA+	Aaa	09/02/14	09/04/14	632,700.00	1.01	1,351.65	635,914.16	635,900.16
US TREASURY NOTES DTD 11/30/2012 0.625% 11/30/2017	912828UA6	1,220,000.00	AA+	Aaa	12/01/14	12/03/14	1,211,040.63	0.87	666.67	1,214,246.09	1,209,897.18
US TREASURY NOTES DTD 11/30/2010 2.250% 11/30/2017	912828PK0	1,325,000.00	AA+	Aaa	03/26/15	03/27/15	1,373,445.31	0.87	2,606.56	1,359,707.96	1,354,294.43
US TREASURY NOTES DTD 01/31/2013 0.875% 01/31/2018	912828UJ7	2,025,000.00	AA+	Aaa	11/05/15	11/09/15	2,022,785.16	0.92	7,414.91	2,022,930.09	2,014,875.00
US TREASURY NOTES DTD 05/15/2015 1.000% 05/15/2018	912828XA3	2,550,000.00	AA+	Aaa	12/28/15	12/30/15	2,538,246.09	1.20	3,292.58	2,538,273.03	2,537,349.45
US TREASURY NOTES DTD 07/01/2013 1.375% 06/30/2018	912828VK3	995,000.00	AA+	Aaa	10/08/15	10/14/15	1,008,175.98	0.88	37.59	1,007,147.60	998,925.28
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828VO0	2,115,000.00	AA+	Aaa	04/24/15	04/27/15	2,144,494.33	0.94	12,169.87	2,138,418.10	2,123,096.22



Managed Account Detail of Securities Held

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

CITY OF NEWPORT BEACH, CALIFORNIA

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 08/01/2011 2.250% 07/31/2018	912828QY9	3,370,000.00	AA+	Aaa	07/01/15	07/06/15	3,485,448.83	1.11	31,731.11	3,467,373.96	3,457,936.78
US TREASURY NOTES DTD 09/15/2015 1.000% 09/15/2018	912828L40	5,900,000.00	AA+	Aaa	12/02/15	12/04/15	5,875,570.31	1.15	17,505.49	5,876,241.70	5,858,056.90
US TREASURY NOTES DTD 09/30/2011 1.375% 09/30/2018	912828RH5	1,000,000.00	AA+	Aaa	10/08/15	10/14/15	1,012,656.25	0.94	3,493.85	1,011,745.12	1,003,125.00
US TREASURY NOTES DTD 10/31/2013 1.250% 10/31/2018	912828WD8	1,000,000.00	AA+	Aaa	11/05/15	11/09/15	1,002,968.75	1.15	2,129.12	1,002,825.75	998,594.00
Security Type Sub-Total		31,355,000.00					31,539,942.39	0.96	103,856.02	31,498,196.56	31,400,729.60
Municipal Bond / Note											
UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.907% 05/15/2016	91412GSX4	275,000.00	AA	Aa2	09/26/13	10/02/13	275,000.00	0.91	318.71	275,000.00	275,371.25
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.194% 07/01/2016	13017HACO	255,000.00	NR	A3	10/29/14	11/06/14	255,000.00	1.19	1,522.35	255,000.00	255,471.75
Security Type Sub-Total		530,000.00					530,000.00	1.05	1,841.06	530,000.00	530,843.00
Federal Agency Bond / Note											
FHLB NOTES DTD 11/17/2014 0.625% 11/23/2016	3130A3J70	800,000.00	AA+	Aaa	03/27/15	03/27/15	800,752.00	0.57	527.78	800,407.52	798,432.80
FHLMC REFERENCE NOTE DTD 01/16/2015 0.500% 01/27/2017	3137EADU0	1,380,000.00	AA+	Aaa	01/15/15	01/16/15	1,377,585.00	0.59	2,951.67	1,378,721.47	1,374,446.88
FANNIE MAE GLOBAL NOTES DTD 01/09/2012 1.250% 01/30/2017	3135G0GY3	1,280,000.00	AA+	Aaa	06/15/15	06/16/15	1,292,595.20	0.64	6,711.11	1,288,404.84	1,284,800.00
FHLB GLOBAL NOTES (CALLABLE) DTD 03/24/2015 0.840% 03/24/2017	3130A4OV7	1,500,000.00	AA+	Aaa	03/17/15	03/24/15	1,500,000.00	0.84	3,395.00	1,500,000.00	1,497,792.00
FNMA NOTES DTD 03/10/2014 0.750% 04/20/2017	3135G0ZB2	910,000.00	AA+	Aaa	06/15/15	06/16/15	910,027.30	0.75	1,346.04	910,020.28	907,420.15



Managed Account Detail of Securities Held

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

CITY OF NEWPORT BEACH, CALIFORNIA

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FHLB GLOBAL NOTES DTD 05/15/2015 0.625% 05/30/2017	3130A5EP0	460,000.00	AA+	Aaa	05/14/15	05/15/15	459,618.20	0.67	247.57	459,734.94	457,847.20
FNMA GLOBAL BENCHMARK NOTES DTD 06/08/2007 5.375% 06/12/2017	31398ADM1	915,000.00	AA+	Aaa	07/30/15	07/31/15	992,948.85	0.76	2,595.68	975,622.94	971,800.46
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	530,000.00	AA+	Aaa	08/12/14	08/14/14	529,964.49	1.00	2,252.50	529,981.24	529,118.61
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	3,855,000.00	AA+	Aaa	03/19/15	03/20/15	3,868,070.80	0.85	16,383.75	3,863,773.52	3,848,589.14
FAMCA NOTES DTD 08/23/2012 1.030% 08/23/2017	31315PSX8	3,565,000.00	NR	NR	09/24/12	09/25/12	3,593,947.80	0.86	13,055.82	3,574,829.88	3,562,276.34
FHLB NOTES DTD 07/24/2015 0.750% 08/28/2017	3130A62S5	950,000.00	AA+	Aaa	07/23/15	07/24/15	947,872.00	0.86	2,434.38	948,311.26	945,236.70
FNMA NOTES DTD 08/25/2014 1.000% 09/27/2017	3135G0ZL0	980,000.00	AA+	Aaa	04/28/15	04/30/15	985,105.80	0.78	2,558.89	983,696.67	977,791.08
Security Type Sub-Total		17,125,000.00					17,258,487.44	0.79	54,460.19	17,213,504.56	17,155,551.36
Corporate Note											
PFIZER INC GLOBAL NOTES DTD 06/03/2013 0.900% 01/15/2017	717081DD2	1,000,000.00	AA	A1	05/28/13	06/03/13	998,400.00	0.95	4,150.00	999,534.29	998,036.00
PEPSICO CORP NOTES DTD 02/28/2014 0.950% 02/22/2017	713448CL0	745,000.00	A	A1	02/25/14	02/28/14	744,150.70	0.99	2,536.10	744,671.36	743,597.17
WAL-MART STORES INC CORP NOTES DTD 04/22/2014 1.000% 04/21/2017	931142DN0	255,000.00	AA	Aa2	04/15/14	04/22/14	254,961.75	1.01	495.83	254,983.19	255,186.92
APPLE INC CORP NOTE DTD 05/06/2014 1.050% 05/05/2017	037833AM2	675,000.00	AA+	Aa1	04/29/14	05/06/14	674,642.25	1.07	1,082.81	674,838.18	675,396.23
APPLE INC CORP NOTE DTD 05/06/2014 1.050% 05/05/2017	037833AM2	1,000,000.00	AA+	Aa1	05/06/14	06/06/14	998,753.58	1.09	1,604.17	999,421.08	1,000,587.00
TOYOTA MOTOR CREDIT CORP NOTE DTD 05/16/2014 1.125% 05/16/2017	89236TBH7	425,000.00	AA-	Aa3	05/13/14	05/16/14	424,774.75	1.14	597.66	424,895.82	424,285.58



Managed Account Detail of Securities Held

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

CITY OF NEWPORT BEACH, CALIFORNIA

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
THE WALT DISNEY CORPORATION CORP NOTE DTD 06/02/2014 0.875% 05/30/2017	25468PCZ7	520,000.00	A	A2	05/28/14	06/02/14	519,064.00	0.94	391.81	519,554.81	518,978.20
BANK OF NEW YORK MELLON CORPORATE NOTES DTD 05/21/2012 1.969% 06/20/2017	064058AA8	1,000,000.00	A	A1	05/29/14	06/02/14	1,027,230.00	1.06	601.64	1,013,229.02	1,005,441.00
AMERICAN HONDA FINANCE GLOBAL NOTE DTD 07/15/2014 1.200% 07/14/2017	02665WAF8	235,000.00	A+	A1	07/08/14	07/15/14	234,668.65	1.25	1,308.17	234,828.64	233,962.95
WELLS FARGO & COMPANY CORP NOTES DTD 09/09/2014 1.400% 09/08/2017	94974BGB0	500,000.00	A	A2	09/02/14	09/09/14	499,505.00	1.43	2,197.22	499,718.96	499,429.00
WELLS FARGO & COMPANY CORP NOTES DTD 09/09/2014 1.400% 09/08/2017	94974BGB0	790,000.00	A	A2	07/01/15	07/07/15	792,488.50	1.25	3,471.61	791,942.50	789,097.82
CHEVRON CORP NOTE DTD 11/18/2014 1.345% 11/15/2017	166764AL4	530,000.00	AA	Aa1	11/10/14	11/18/14	530,000.00	1.35	910.86	530,000.00	528,332.09
TOYOTA MOTOR CREDIT CORP NOTE DTD 01/12/2015 1.450% 01/12/2018	89236TCA1	415,000.00	AA-	Aa3	01/07/15	01/12/15	414,431.45	1.50	2,824.88	414,612.42	414,210.67
WACHOVIA CORP NOTES DTD 01/31/2008 5.750% 02/01/2018	92976WBH8	745,000.00	A	A2	06/15/15	06/18/15	823,828.45	1.61	17,848.96	807,967.18	804,667.05
IBM CORP NOTES DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	1,825,000.00	AA-	Aa3	02/03/15	02/06/15	1,819,433.75	1.23	8,269.53	1,821,087.75	1,812,779.80
JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 03/02/2015 1.700% 03/01/2018	46623EKD0	1,635,000.00	A-	A3	02/25/15	03/02/15	1,634,574.90	1.71	9,265.00	1,634,690.36	1,627,071.89
CHEVRON CORP NOTES DTD 03/03/2015 1.365% 03/02/2018	166764AV2	1,195,000.00	AA	Aa1	06/15/15	06/18/15	1,191,331.35	1.48	5,391.94	1,192,053.02	1,185,437.61
EXXON MOBIL CORP NOTES DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	1,505,000.00	AAA	Aaa	03/04/15	03/06/15	1,505,000.00	1.31	6,273.97	1,505,000.00	1,502,608.56
AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	810,000.00	A+	A1	03/10/15	03/13/15	808,914.60	1.55	3,645.00	809,199.32	804,061.08



Managed Account Detail of Securities Held

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

CITY OF NEWPORT BEACH, CALIFORNIA

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
GENERAL ELEC CAP CORP GLOBAL NOTES DTD 04/02/2013 1.625% 04/02/2018	36962G6W9	1,000,000.00	AA+	A1	07/01/15	07/07/15	1,002,900.00	1.52	4,017.36	1,002,402.22	1,003,265.00
GENERAL ELEC CAP CORP GLOBAL NOTES DTD 04/02/2013 1.625% 04/02/2018	36962G6W9	1,080,000.00	AA+	A1	06/15/15	06/18/15	1,085,259.60	1.45	4,338.75	1,084,270.29	1,083,526.20
PEPSICO, INC CORP NOTES DTD 04/30/2015 1.250% 04/30/2018	713448CR7	245,000.00	A	A1	04/27/15	04/30/15	244,970.60	1.25	518.92	244,977.07	244,106.24
CONOCOPHILLIPS COMPANY CORP NOTE DTD 05/18/2015 1.500% 05/15/2018	20826FAL0	340,000.00	A	A2	05/13/15	05/18/15	339,959.20	1.50	651.67	339,967.38	333,768.48
BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	1,550,000.00	A	A1	05/22/15	05/29/15	1,549,860.50	1.60	2,686.67	1,549,886.08	1,544,203.00
CISCO SYSTEMS INC CORP NOTE DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	1,670,000.00	AA-	A1	06/10/15	06/17/15	1,669,716.10	1.66	1,224.67	1,669,765.67	1,676,978.93
TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	550,000.00	AA-	Aa3	07/08/15	07/13/15	549,532.50	1.58	3,978.33	549,603.80	548,700.90
JOHN DEERE CAPITAL CORP NOTE DTD 09/11/2015 1.750% 08/10/2018	24422ETA7	1,350,000.00	A	A2	09/08/15	09/11/15	1,348,677.00	1.78	7,218.75	1,348,808.15	1,350,351.00
AMERICAN EXP CREDIT CORP NT (CALLABLE) DTD 11/05/2015 1.875% 11/05/2018	0258M0DZ9	1,000,000.00	A-	A2	10/29/15	11/05/15	999,910.00	1.88	2,916.67	999,914.56	997,357.00
Security Type Sub-Total		24,590,000.00					24,686,939.18	1.41	100,418.95	24,661,823.12	24,605,423.37
Certificate of Deposit											
GOLDMAN SACHS BANK USA CD DTD 08/19/2014 0.900% 08/12/2016	38147J2L5	1,000,000.00	A-1	P-1	08/14/14	08/19/14	1,000,000.00	0.90	3,328.77	1,000,000.00	999,155.00
CANADIAN IMPERIAL BANK NY YCD DTD 04/10/2015 1.010% 04/06/2017	13606JYY9	1,950,000.00	A-1	P-1	04/06/15	04/10/15	1,950,000.00	1.01	4,650.21	1,950,000.00	1,940,591.25
RABOBANK NEDERLAND NV CERT DEPOS DTD 04/27/2015 1.070% 04/21/2017	21684BXH2	1,250,000.00	A-1	P-1	04/22/15	04/27/15	1,250,000.00	1.07	2,600.69	1,250,000.00	1,244,000.00



Managed Account Detail of Securities Held

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

CITY OF NEWPORT BEACH, CALIFORNIA

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit												
BMO HARRIS BANK NA CD DTD 10/23/2015 1.000% 04/24/2017		05574BFW5	2,100,000.00	A-1	Aa3	10/22/15	10/23/15	2,100,000.00	1.01	4,083.33	2,100,000.00	2,094,267.00
SVENSKA HANDELSBANKEN NY FLT CERT DEPOS DTD 11/24/2015 0.832% 08/24/2017		86958DH54	1,250,000.00	A-1+	P-1	11/20/15	11/24/15	1,250,000.00	0.84	1,097.91	1,250,000.00	1,249,268.75
BANK OF NOVA SCOTIA HOUSTON YCD DTD 11/09/2015 1.560% 11/06/2017		06417GAS7	1,300,000.00	A-1	P-1	11/06/15	11/09/15	1,300,000.00	1.55	2,929.33	1,300,000.00	1,298,329.50
HSBC BANK USA NA FLOATING CERT DEPOS DTD 11/18/2015 0.954% 11/17/2017		40428AR41	2,095,000.00	A-1+	P-1	11/17/15	11/18/15	2,095,000.00	0.97	2,443.03	2,095,000.00	2,094,486.73
Security Type Sub-Total			10,945,000.00					10,945,000.00	1.04	21,133.27	10,945,000.00	10,920,098.23
Managed Account Sub-Total			84,545,000.00					84,960,369.01	1.07	281,709.49	84,848,524.24	84,612,645.56
Securities Sub-Total			\$84,545,000.00					\$84,960,369.01	1.07%	\$281,709.49	\$84,848,524.24	\$84,612,645.56
Accrued Interest												\$281,709.49
Total Investments												\$84,894,355.05

ANTIOCH

California



ALLAN CANTANDO
Chief of Police

CITY COUNCIL REPORT



2015

PART 1 CRIME

PART 1 CRIME STATISTICS

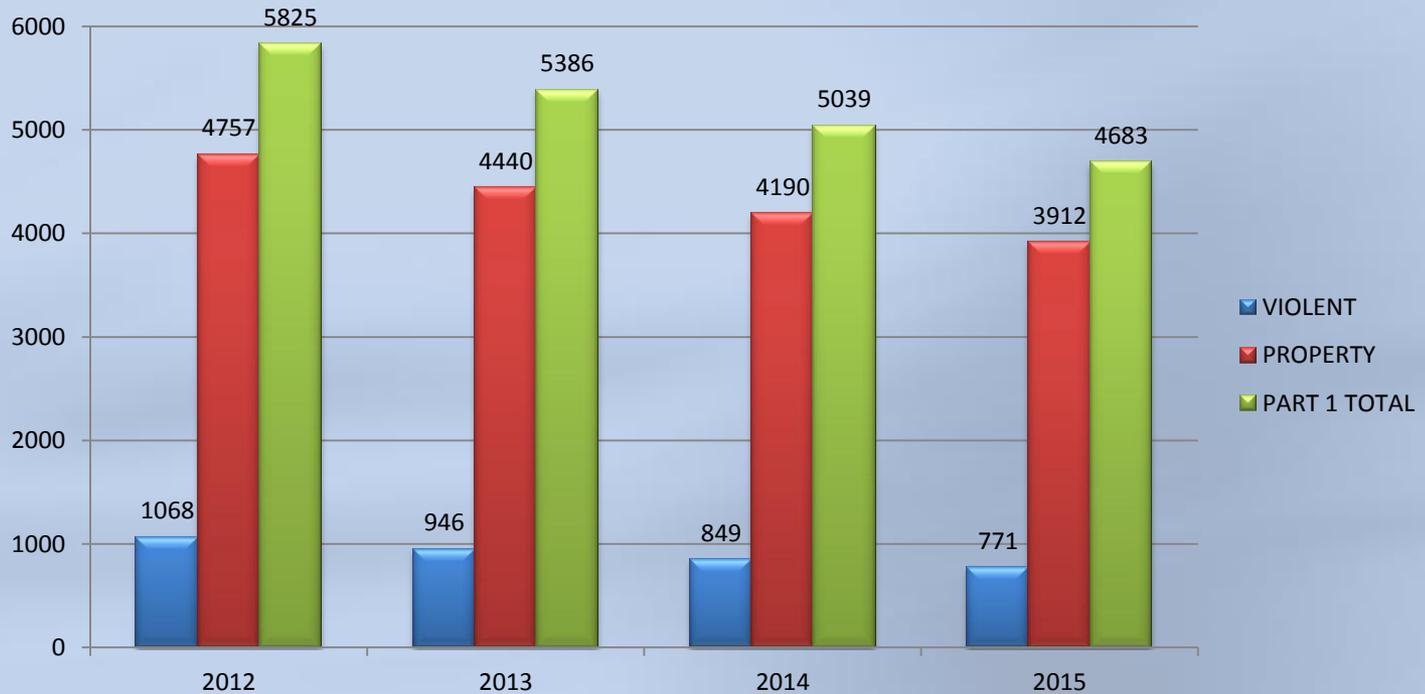
2014 vs. 2015

	2014 Total	2015 Total	#Change 2014 - 2015	%Change 2014 - 2015
*HOMICIDE	9	7	-2	-22.2%
RAPE	54	53	-1	-1.9%
ROBBERY	320	280	-40	-12.5%
AGGRAVATED ASSAULT	466	431	-35	-7.5%
TOTAL VIOLENT CRIME	849	771	-78	-9.2%
BURGLARY	1317	862	-455	-34.5%
THEFT	1850	2026	176	9.5%
AUTO THEFT	1023	1024	1	0.1%
TOTAL PROPERTY CRIME	4190	3912	-278	-6.6%
TOTAL PART 1 CRIME	5039	4683	-356	-7.1%
ARSON	43	36	-7	-16.3%
ADULT ARRESTS	3583	4320	737	20.6%
JUVENILE ARRESTS	719	637	-82	-11.4%
TOTAL ARRESTS	4302	4957	655	15.2%

*Murder & Nonnegligent Manslaughter as reported in FBI UCR tables

PART 1 CRIME COMPARISON 2012 - 2015

PART 1 CRIME 2012 - 2015



UCR REPORTED PART 1 CRIME / CLEARANCES

2011 – 2015

	2011	2012	2013	2014	2015	*2014 Nat'l Clearance Rate
HOMICIDE	5	10	12	9	7	
CLEARANCE	6	6	6	5	8	
Clearance Rate	120%	60%	50%	56%	114%	63.7%
RAPE	21	29	25	59	53	
CLEARANCE	11	12	9	23	16	
Clearance Rate	52%	41%	36%	39%	30%	35.3%
ROBBERY	290	372	352	320	280	
CLEARANCE	88	109	92	81	74	
Clearance Rate	30%	29%	26%	25%	26%	29.1%
AGR ASSAULT	502	657	557	466	431	
CLEARANCE	257	305	267	218	220	
Clearance Rate	51%	46%	48%	47%	51%	53.5%
BURGLARY	1,335	1741	1351	1317	862	
CLEARANCE	98	117	95	63	65	
Clearance Rate	7%	7%	7%	5%	8%	12.3%
THEFT	1,571	1920	1872	1850	2026	
CLEARANCE	368	361	251	241	220	
Clearance Rate	23%	19%	13%	13%	11%	21.4%
MVTHEFT	967	1094	1217	1023	1024	
CLEARANCE	103	112	129	131	129	
Clearance Rate	11%	10%	11%	13%	13%	11.1%
ARSON	56	51	61	43	36	
CLEARANCE	7	4	6	8	6	
Clearance Rate	13%	8%	10%	19%	17%	23.1%

BUREAU OF SUPPORT SERVICES

VOLUNTEER PROGRAM 2015

- APD Volunteers have worked a total of **11,093.32** hours

Field Services	8779.60
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Investigations	232.58
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Professional Standards	13.39
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Records	2067.75
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- The value of the work provided is: ***\$258,363.42**

- Decoy Patrol Car Program is functioning 6 days a week.

* Based on \$23.29 an hour

ANIMAL SERVICES KENNEL STATISTICS 2015

<u>INTAKES</u>				
	CAT	DOG	OTHER	TOTAL
TOTAL	1583	1864	188	3635

<u>ANIMALS ADOPTED</u>				
	CAT	DOG	OTHER	TOTAL
ADOPTED	489	385	22	896

<u>OUTCOMES</u>				
	CAT	DOG	OTHER	TOTAL
ADOPTION	489	544	24	1,057
EUTH	272	348	11	631
FOSTER	159	100	3	262
RESCUE	387	427	30	844
RTO	14	397	1	412
OTHER	278	113	115	506
TOTAL	1599	1929	184	3712

Animals on hand on Dec 31, 2015 – **150**

Animal Control Calls for Service – **2,674**

2015

58 Volunteers worked **3,446 Hours**

*Value of work provided: **\$80,257.34**

* *Based on \$23.29 an hour*

SPECIAL OPERATIONS UNIT

2015

# Arrests	105
Consensual Contacts	5
Search Warrants	29
Probation/Parole Searches	28
PRCS	37
Guns Seized	23
Marijuana Grows	7
Marijuana (Plants) Seized	4107
Marijuana (Processed) Seized	2328.9 g
Meth Seized	3190.8g
Cocaine Seized	3378.9g
Heroin Seized	157.7g
Ecstasy Seized	158
Prescription Drugs (grams)	35

FUGITIVE APPREHENSION 2015

TOTAL OPERATIONS: 14

Cases Involved: 14

Arrests: 14

Charges: 4 – PC 187
1 – PC 206, PC 209
1 – PC 211
1 – PC 245(a)(2)
1 – PC 503
1 – PC 11379
1 – PC 182 / AB109 VIOLATION
1 – Parolee at Large
3 – Warrant

SPECIALIZED UNITS INVESTIGATION CALL-OUTS 2015

#CALL-OUTS – 14

7 – Homicide

4 – Protocol

2 – Robbery/Kidnap/Hostage

1 – Suspicious Death/Accidental

SWAT CALL-OUTS 2015

TOTAL OPERATIONS: 5

1 – Hostage Rescue

1 – Search Warrant (High Risk Residential)

3 – Search Warrants (Outside Assist)

BUREAU OF FIELD SERVICES

CALLS FOR SERVICE

2014 vs. 2015

PRIORITY	2014	2015	%CHANGE
1	8,319	8,124	-2.3%
2	38,181	39,116	2.4%
3	26,496	28,649	8.1%
4	4,772	4,740	-0.7%
5	2,639	2,888	9.4%
TOTALS	80,407	83,517	3.9%

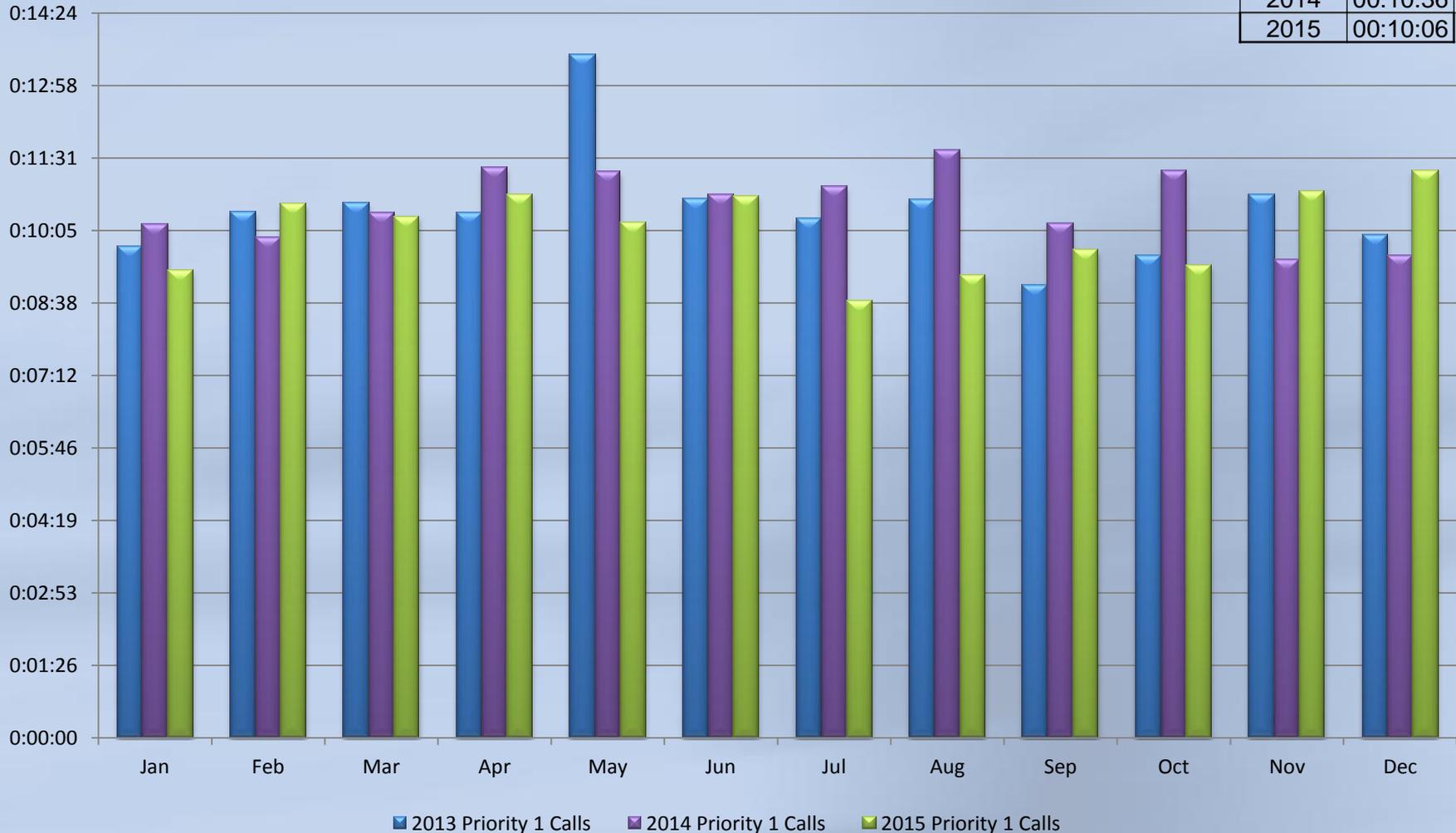
HOW REC'D	2014	2015	%CHANGE
OFFICER ON-VIEW	9801	12648	29.0%
PHONE	70241	70316	0.1%
*OTHER	365	553	51.5%
TOTALS	80407	83517	3.9%

*Calls For Service which usually are reported at the Station, via teletype or other non-typical means.

CALL RECEIVED to OFFICER ARRIVED

Priority 1 Response Times 2013-2014-2015 Comparison

Year	AVG Rec'd to Arr
2013	00:10:30
2014	00:10:36
2015	00:10:06



TRAFFIC STATISTICS

2014 vs. 2015

<u>TRAFFIC CALLS FOR SERVICE</u>			
<u>CLOSE CLASS</u>	2014	2015	%CHANGE
ACCIDENT – NO INJURY	1,274	1,239	-2.7%
ACCIDENT – WITH INJURY	251	288	14.7%
DUI - MISDEMEANOR	197	203	3.0%
OTHERS	38	78	105.3%
DUI - FELONY	6	6	0.0%
TOTAL	1,766	1,814	2.7%

	2014	2015	%CHANGE
<u>TRAFFIC FATALITIES</u>	3	6	100.0%

K-9 PROGRAM 2015

- 425 Deployments
- 139 Arrests
- 21 Physical Apprehensions
- 2 Demonstrations

The Antioch Police Department currently has 5 certified working teams.

Officer Ramirez was recently selected as our sixth K9 handler. He and his K9 partner will attend the basic handler's school once the K9 is purchased.

RESERVES 2015

- 3 Reserve officers participated in Field Services functions, Special Events, Vehicle Abatement, Homeless Encampment issues, High School Graduation traffic control and Special Details.
- They worked a total of 1310 hours in 2015.

CRIME SUPPRESSION DETAILS

2015

#<u>OPERATIONS</u>	71
#<u>CASES</u> Involved	253
#<u>ARRESTED</u>	323
#<u>GUNS SEIZED</u>	17
#<u>Enforcement Contacts</u>	1476
# <u>Citations</u>	308

**Numbers are based upon current data entered at time of report generation.*

CURRENT STAFFING LEVELS

STAFFING

- **102 Authorized Sworn positions including the Chief**
- **92 Full-time positions are filled.**
- **1 Per-Diem Command Staff**
- **2 Recruits in the academy are set to graduate March 18, 2016.**
- **4 Recruits began the academy on January 11, 2016.**

RECRUITMENTS AND HIRING

- **1 Lateral is in pre-background paperwork process.**
- **5 Entry level applicants are in pre-background paperwork process.**
- **Police recruitments remain open.**
- **CSO applications are being processed for the 5 open positions.**

SWORN POLICE OFFICER STAFFING

11/01/2013 – 01/05/2016

	Number of Hires	Separations				Net Change in Staffing Levels
		Retirements	Resignations	Terminations	Total Number of Separations	
Sworn Police	33	14	6	4	24	9

- *There are 2 Police Trainees who are scheduled to graduate the Academy on 03/18/2016.*
- *There are 4 Police Trainees who began the Academy on 01/11/2016.*

POLICE DEPARTMENT RECRUITMENT 2015

TYPE OF RECRUITMENT	NUMBER OF APPLICANTS	INVITED TO ORAL BOARDS	PLACED ON ELIGIBILITY LIST
Lateral	44	14	10
Academy Graduate/Student*	220	39	18
Police Trainee *	1130	154	66
TOTAL	1216	185	79

** Two additional group of applicants applied in the time frame listed, but are still completing the process and are not included in the numbers above.*

NEW DEVELOPMENTS

PROMOTIONS



NEW HIRES



CANDY GIVE-AWAY



HOLIDAY FOOD DRIVE



2015 CITIZENS ACADEMY



2016 CITIZENS ACADEMY



COMING THIS SPRING

Questions?



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Nickie Mastay, Administrative Services Director *NM*

SUBJECT: City Council Meeting Minutes of January 12, 2016

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of January 12, 2016 to the next meeting.

STRATEGIC PURPOSE

N/A

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

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100 General Fund

Non Departmental

360417 DELTA DENTAL	PAYROLL DEDUCTIONS	381.90
360491 ECONOMIC AND PLANNING SYSTEMS	CONSULTING SERVICES	500.00
360534 CITY OF ANTIOCH	CSR CASH DRAWER	250.00

City Attorney

360437 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	5,103.50
360468 WESTAMERICA BANK	COPIER LEASE	78.95
360494 FEDEX	SHIPPING	42.18

City Manager

204427 DS WATERS OF AMERICA	SUPPLIES	26.14
204428 VERIZON WIRELESS	DATA USAGE	38.01
360468 WESTAMERICA BANK	COPIER LEASE	78.95

City Clerk

360422 EIDEN, KITTY J	MINUTES CLERK	1,152.00
360435 IIMC	MEMBER DUES	220.00
360468 WESTAMERICA BANK	COPIER LEASE	78.95
360492 EIDEN, KITTY J	MINUTES CLERK	567.00

City Treasurer

360426 GARDA CL WEST INC	ARMORED CAR PICK UP	246.66
360448 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,207.08

Human Resources

360437 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	826.00
360443 EMPLOYEE	EDUCATION INCENTIVE	124.24
360455 EMPLOYEE	EDUCATION INCENTIVE	126.52
360461 STATE OF CALIFORNIA	FINGERPRINTING	111.00
360468 WESTAMERICA BANK	COPIER LEASE	250.02
360494 FEDEX	SHIPPING	22.91
360507 EMPLOYEE	EMPLOYEE RECOGNITION	350.00
360514 OFFICE MAX INC	OFFICE SUPPLIES	142.25

Economic Development

360468 WESTAMERICA BANK	COPIER LEASE	78.95
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Finance Administration

360468 WESTAMERICA BANK	COPIER LEASE	250.02
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Finance Accounting

360402 AT AND T MCI	PHONE	503.97
360461 STATE OF CALIFORNIA	FINGERPRINTING	32.00
360494 FEDEX	SHIPPING	25.84
925979 SUNGARD PUBLIC SECTOR INC	MONTHLY ASP SERVICE	21,527.18
925995 SUNGARD PUBLIC SECTOR INC	YEAR END ELF FORM	346.68

Finance Operations

360468 WESTAMERICA BANK	COPIER LEASE	350.36
360530 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	17.30

Non Departmental

360489 DELTA DIABLO	GOLF COURSE WATER	4,414.69
360518 PARS	ACTUARIAL SERVICES	3,625.00

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 Finance Accounting

1/21/2016

2B

CITY OF ANTIOCH
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925977 RETIREE	MEDICAL AFTER RETIREMENT	1,685.66
Public Works Maintenance Administration		
360468 WESTAMERICA BANK	COPIER LEASE	22.50
Public Works General Maintenance Services		
360468 WESTAMERICA BANK	COPIER LEASE	60.00
Public Works Street Maintenance		
360466 VERIZON WIRELESS	DATA USAGE	38.01
360529 TARGET SPECIALTY PRODUCTS	HERBICIDE AND FERTILIZER	1,456.41
Public Works-Signal/Street Lights		
360472 AMERICAN GREENPOWER USA INC	STREET LIGHTS	3,670.47
360480 AT AND T MCI	PHONE	1,213.06
360517 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	799.12
925990 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,541.40
Public Works-Striping/Signing		
204294 STAPLES	SUPPLIES	36.36
360466 VERIZON WIRELESS	DATA USAGE	38.01
360528 T AND T PAVEMENT MARKING PRODUCTS	SIGN HARDWARE	1,559.65
360530 UNITED PARCEL SERVICE	SHIPPING	29.56
925986 GRAINGER INC	SUPPLIES	60.00
Public Works-Facilities Maintenance		
360466 VERIZON WIRELESS	DATA USAGE	38.01
360480 AT AND T MCI	PHONE	107.22
360481 BAY CITIES PYROTECTOR	INSPECTION SERVICES	1,340.00
360493 FASTENAL CO	SUPPLIES	304.11
360504 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	570.00
925976 GRAINGER INC	SUPPLIES	213.34
925987 HAMMONS SUPPLY COMPANY	SUPPLIES	176.34
925992 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,041.85
Public Works-Parks Maint		
360480 AT AND T MCI	PHONE	186.80
360490 DELTA FENCE CO	FENCE REPAIR	2,411.00
360493 FASTENAL CO	SUPPLIES	304.11
360517 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	125.63
360527 SPECIALIZED GRAPHICS	PARK SIGN	5,374.80
Public Works-Median/General Land		
360480 AT AND T MCI	PHONE	389.98
360517 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	33.63
Police Administration		
204490 SAFEWAY STORES	SUPPLIES	29.99
204537 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	13.00
360399 BANK OF AMERICA	TUITION	3,976.80
360405 EMPLOYEE	MEAL ALLOWANCE	22.50
360407 CONTRA COSTA COUNTY	TRAINING FEES	370.00
360408 CONTRA COSTA COUNTY	TUITION-DUGGAR	1,228.00
360409 CONTRA COSTA COUNTY	TUITION-SOLARI	850.00
360410 CONTRA COSTA COUNTY	TUITION-JOHNSEN	850.00

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360411	CONTRA COSTA COUNTY	TUITION-HOFFMAN	1,228.00
360414	COURTYARD BY MARRIOTT	LODGING-ALLENDORPH	462.00
360420	EMPLOYEE	MEAL ALLOWANCE	75.00
360423	EMPLOYEE	TRAINING PER DIEM	207.00
360427	GATELY COMMUNICATION CO	STALKER II SDR STATIONARY	3,135.68
360429	HAMPTON INN	LODGING-EVANS	514.16
360432	EMPLOYEE	MEAL ALLOWANCE	75.00
360438	EMPLOYEE	MEAL ALLOWANCE	75.00
360440	LC ACTION POLICE SUPPLY	SUPPLIES	1,069.25
360445	OFFICE MAX INC	OFFICE SUPPLIES	706.59
360451	PUBLIC SAFETY TRAINING CONSULTANTS	TUITION-CLONINGER	330.00
360460	EMPLOYEE	MEAL ALLOWANCE	75.00
360463	THIRD DEGREE COMMUNICATIONS	TUITION-EVANS	425.00
360468	WESTAMERICA BANK	COPIER LEASE	1,642.05
360477	ASR - BRICKER MINCOLA	VEST	1,760.62
360487	CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	250.00
360511	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	80.74
360520	PORAC LEGAL DEFENSE FUND	RESERVE DUES	30.00
360521	RGH GROUP, THE	PROFESSIONAL SERVICES	4,500.00
925976	GRAINGER INC	SUPPLIES	115.98
925993	PROFORCE MARKETING INC	EXTENDED WARRANTY	23,625.75
Police Prisoner Custody			
360468	WESTAMERICA BANK	COPIER LEASE	151.33
Police Community Policing			
204536	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	84.11
204537	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	30.50
360404	BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	68.54
360512	OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT EXAMS	2,718.10
Police Investigations			
204536	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	15.00
204537	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	51.00
360404	BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	19.65
360417	DELTA DENTAL	PAYROLL DEDUCTIONS	190.95
360468	WESTAMERICA BANK	COPIER LEASE	607.78
360488	CRITICAL REACH	SOFTWARE RENEWAL	685.00
Police Communications			
360473	AMERICAN TOWER CORPORATION	TOWER RENTAL	128.78
360479	AT AND T MCI	PHONE	665.27
360480	AT AND T MCI	PHONE	2,191.31
360484	COMCAST	CONNECTION SERVICES	333.00
360532	VERIZON WIRELESS	WIRELESS CONNECTION	32.96
Office Of Emergency Management			
360480	AT AND T MCI	PHONE	717.75
Police Community Volunteers			
360406	CONCORD UNIFORMS LLC	UNIFORM	25.02
360422	EIDEN, KITTY J	MINUTES CLERK	126.00

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Police Facilities Maintenance

360480 AT AND T MCI	PHONE	662.90
360481 BAY CITIES PYROTECTOR	INSPECTION SERVICES	1,570.00
360504 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICES	75.00
925986 GRAINGER INC	SUPPLIES	36.94
925992 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,597.30

Community Development Administration

360468 WESTAMERICA BANK	COPIER LEASE	227.38
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Community Development Land Planning Services

360442 LOEWKE PLANNING ASSOCIATES	CONSULTING SERVICES	24,695.00
360532 VERIZON WIRELESS	WIRELESS CONNECTION	38.01

CD Code Enforcement

360468 WESTAMERICA BANK	COPIER LEASE	175.26
360532 VERIZON WIRELESS	WIRELESS CONNECTION	152.04

PW Engineer Land Development

360452 RAY MORGAN COMPANY	MAINTENANCE AGREEMENT	364.83
360467 VERIZON WIRELESS	DATA USAGE	76.02
360468 WESTAMERICA BANK	COPIER LEASE	686.14
360480 AT AND T MCI	PHONE	70.22

Capital Imp. Administration

360467 VERIZON WIRELESS	DATA USAGE	38.01
360468 WESTAMERICA BANK	COPIER LEASE	108.50

Community Development Engineering Services

204400 WINCO	SUPPLIES	17.61
360468 WESTAMERICA BANK	COPIER LEASE	105.31

212 CDBG Fund

925989 HOUSE, TERI	CONSULTING SERVICES	6,175.00
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213 Gas Tax Fund

Streets

360517 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	236.69
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214 Animal Control Fund

Animal Control

360468 WESTAMERICA BANK	COPIER LEASE	151.33
925992 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	457.80

219 Recreation Fund

Non Departmental

360498 HUB INTERNATIONAL	FACILITY INSURANCE	125.98
360525 SILENT PARTNER PRIVATE SECURITY	SECURITY SERVICES	10,903.00

Recreation Admin

360481 BAY CITIES PYROTECTOR	INSPECTION SERVICES	370.00
360504 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	150.00

Senior Programs

360419 DELTA FENCE CO	FENCE REPAIR	2,842.00
360480 AT AND T MCI	PHONE	203.56
925992 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	352.80

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Recreation Sports Programs

204508 DHADDA, RUPINDERPAL	CLASS REFUND	85.00
204509 LAZZARO, ADRIENNE	CLASS REFUND	61.50
360461 STATE OF CALIFORNIA	FINGERPRINTING	480.00
360480 AT AND T MCI	PHONE	37.13

Recreation-New Comm Cntr

204562 ECOLAB	CLEANING KIT	65.98
360458 SAFETY DRIVERS ED LLC	CONTRACTOR PAYMENT	141.60
360461 STATE OF CALIFORNIA	FINGERPRINTING	64.00
360468 WESTAMERICA BANK	COPIER LEASE	300.62
360479 AT AND T MCI	PHONE	66.81
360480 AT AND T MCI	PHONE	42.21
360484 COMCAST	CONNECTION SERVICES	1,587.42
360496 GARDA CL WEST INC	ARMORED CAR TRANSPORT	141.20
360532 VERIZON WIRELESS	WIRELESS CONNECTION	38.01

222 Measure C/J Fund

Streets

360421 ECONOMIC & PLANNING SYSTEMS	PROFESSIONAL SERVICES	2,320.53
360485 CONTRA COSTA COUNTY	TRANSPLAN DUES	7,188.95

251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

360480 AT AND T MCI	PHONE	148.00
360513 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	2,800.00

Lonetree Maintenance Zone 2

360480 AT AND T MCI	PHONE	245.96
360513 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	5,000.00

Lonetree Maintenance Zone 3

360480 AT AND T MCI	PHONE	108.80
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

360480 AT AND T MCI	PHONE	74.00
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Hillcrest Maintenance Zone 2

360480 AT AND T MCI	PHONE	254.60
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Hillcrest Maintenance Zone 4

360480 AT AND T MCI	PHONE	214.90
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255 Park 1A Maintenance District Fund

Park 1A Maintenance District

360480 AT AND T MCI	PHONE	18.75
360517 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	61.97

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 9

360480 AT AND T MCI	PHONE	148.00
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257 SLLMD Administration Fund

SLLMD Administration

360433 HORIZON	SUPPLIES	582.01
360466 VERIZON WIRELESS	DATA USAGE	76.02

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312 Prewett Family Park Fund

Parks & Open Space

360456 ROYSTON HANAMOTO ALLEY & ABEY	PROFESSIONAL SERVICES	13,339.92
925991 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	6,060.00

416 Honeywell Capital Lease Fund

Non Departmental

360403 BANK OF AMERICA	LOAN PAYMENT	43,987.06
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569 Vehicle Replacement Fund

Equipment Maintenance

360441 LINE X KUSTOM AND ACCESSORIES	BED LINER	1,200.00
360506 LINE X KUSTOM AND ACCESSORIES	TRUCK LINER BOX	1,894.91

570 Equipment Maintenance Fund

Non Departmental

360434 HUNT AND SONS INC	FUEL	7,499.68
360499 HUNT AND SONS INC	FUEL	13,242.55

Equipment Maintenance

360401 ANTIOCH NAPA AUTO CARE	SMOG TEST	268.50
360424 FIRST CHOICE UPHOLSTERY	UPHOLSTERY	300.00
360428 GOLDEN GATE TRUCK CENTER	TRANSMISSION MODULE	1,499.09
360430 HARLEY DAVIDSON	EXHAUST GRIPS	543.95
360444 MUNICIPAL POOLING AUTHORITY	VEHICLE INSURANCE	176.35
360449 PHILS DIESEL CLINIC INC	VEHICLE SERVICE	1,001.11
360459 SGS TESTCOM	SMOG CERTS	28.19
360466 VERIZON WIRELESS	DATA USAGE	38.01
360468 WESTAMERICA BANK	COPIER LEASE	27.50
360475 ANTIOCH AUTO PARTS	AUTO PARTS STOCK	2,048.22
360482 CHUCKS BRAKE & WHEEL SERVICE	STOCK PARTS	1,558.50
360504 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	75.00
360506 LINE X KUSTOM AND ACCESSORIES	TRUCK LINER	1,924.91
360509 MAACO	REPAIR SERVICE	4,322.93
925987 HAMMONS SUPPLY COMPANY	SUPPLIES	301.56

573 Information Services Fund

Information Services

360480 AT AND T MCI	PHONE	132.94
360533 VERIZON WIRELESS	AIR CARD	71.29

Network Support & PCs

360468 WESTAMERICA BANK	COPIER LEASE	102.03
360480 AT AND T MCI	PHONE	195.74
360483 COMCAST	INTERNET SERVICE	178.18
360484 COMCAST	CONNECTION SERVICES	1,041.50
360526 SOFTWAREONE INC	WEB SECURITY LICENSE	14,190.00
360533 VERIZON WIRELESS	AIR CARD FOR INFO SERVICES	53.63
925985 DIGITAL SERVICES	WEBSITE MAINTENANCE	2,825.00

Telephone System

204099 AMERICAN MESSAGING	PAGER	37.38
360478 AT AND T MCI	PHONE	76.74

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360479 AT AND T MCI	PHONE	275.16
360480 AT AND T MCI	PHONE	2,495.04
925981 ALTURA COMMUNICATION SOLUTIONS	PHONE REPLACEMENT	275.00

577 Post Retirement Medical-Police Fund

Non Departmental

360369 RETIREE	MEDICAL AFTER RETIREMENT	1,142.00
360370 RETIREE	MEDICAL AFTER RETIREMENT	746.47
360376 RETIREE	MEDICAL AFTER RETIREMENT	919.63
360381 RETIREE	MEDICAL AFTER RETIREMENT	46.55
360382 RETIREE	MEDICAL AFTER RETIREMENT	918.70
360384 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
360391 RETIREE	MEDICAL AFTER RETIREMENT	248.24
360394 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
360397 RETIREE	MEDICAL AFTER RETIREMENT	696.12
360398 RETIREE	MEDICAL AFTER RETIREMENT	469.46
925855 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
925858 RETIREE	MEDICAL AFTER RETIREMENT	918.70
925859 RETIREE	MEDICAL AFTER RETIREMENT	285.56
925861 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
925864 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
925865 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
925872 RETIREE	MEDICAL AFTER RETIREMENT	884.96
925873 RETIREE	MEDICAL AFTER RETIREMENT	1,017.00
925875 RETIREE	MEDICAL AFTER RETIREMENT	607.76
925888 RETIREE	MEDICAL AFTER RETIREMENT	1,466.14
925889 RETIREE	MEDICAL AFTER RETIREMENT	756.00
925897 RETIREE	MEDICAL AFTER RETIREMENT	172.23
925900 RETIREE	MEDICAL AFTER RETIREMENT	248.24
925902 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
925903 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
925904 RETIREE	MEDICAL AFTER RETIREMENT	328.72
925908 RETIREE	MEDICAL AFTER RETIREMENT	283.04
925919 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
925921 RETIREE	MEDICAL AFTER RETIREMENT	621.47
925922 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
925932 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
925933 RETIREE	MEDICAL AFTER RETIREMENT	925.09
925934 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
925935 RETIREE	MEDICAL AFTER RETIREMENT	994.71
925943 RETIREE	MEDICAL AFTER RETIREMENT	621.47
925953 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
925958 RETIREE	MEDICAL AFTER RETIREMENT	469.46
925963 RETIREE	MEDICAL AFTER RETIREMENT	621.47
925971 RETIREE	MEDICAL AFTER RETIREMENT	621.47
925973 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
925984 RETIREE	MEDICAL AFTER RETIREMENT	1,492.94

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
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578 Post Retirement Medical-Misc Fund

Non Departmental

360368 RETIREE	MEDICAL AFTER RETIREMENT	229.69
360373 RETIREE	MEDICAL AFTER RETIREMENT	229.69
360374 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360378 RETIREE	MEDICAL AFTER RETIREMENT	746.47
360380 RETIREE	MEDICAL AFTER RETIREMENT	229.69
360385 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360388 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360389 RETIREE	MEDICAL AFTER RETIREMENT	348.38
360390 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360392 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360396 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925856 RETIREE	MEDICAL AFTER RETIREMENT	283.04
925857 RETIREE	MEDICAL AFTER RETIREMENT	195.98
925860 RETIREE	MEDICAL AFTER RETIREMENT	584.38
925863 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925867 RETIREE	MEDICAL AFTER RETIREMENT	229.69
925870 RETIREE	MEDICAL AFTER RETIREMENT	584.38
925877 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925880 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925882 RETIREE	MEDICAL AFTER RETIREMENT	229.69
925885 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925887 RETIREE	MEDICAL AFTER RETIREMENT	172.23
925893 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925899 RETIREE	MEDICAL AFTER RETIREMENT	584.38
925901 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925907 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925909 RETIREE	MEDICAL AFTER RETIREMENT	229.69
925911 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925916 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925917 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925927 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925928 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925929 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925939 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925942 RETIREE	MEDICAL AFTER RETIREMENT	584.38
925948 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925957 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925959 RETIREE	MEDICAL AFTER RETIREMENT	283.04
925961 RETIREE	MEDICAL AFTER RETIREMENT	66.92
925962 RETIREE	MEDICAL AFTER RETIREMENT	172.23
925964 RETIREE	MEDICAL AFTER RETIREMENT	584.38
925970 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925972 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925974 RETIREE	MEDICAL AFTER RETIREMENT	111.69

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925994 RETIREE	MEDICAL AFTER RETIREMENT	229.69
579 Post Retirement Medical-Mgmt Fund		
Non Departmental		
360371 RETIREE	MEDICAL AFTER RETIREMENT	888.90
360372 RETIREE	MEDICAL AFTER RETIREMENT	169.69
360375 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360377 RETIREE	MEDICAL AFTER RETIREMENT	229.69
360379 RETIREE	MEDICAL AFTER RETIREMENT	584.38
360383 RETIREE	MEDICAL AFTER RETIREMENT	348.38
360386 RETIREE	MEDICAL AFTER RETIREMENT	1,815.82
360387 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360393 RETIREE	MEDICAL AFTER RETIREMENT	229.69
360395 RETIREE	MEDICAL AFTER RETIREMENT	1,815.82
360510 RETIREE	MEDICAL AFTER RETIREMENT	749.38
925862 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925866 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925868 RETIREE	MEDICAL AFTER RETIREMENT	169.70
925869 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925871 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925874 RETIREE	MEDICAL AFTER RETIREMENT	584.38
925876 RETIREE	MEDICAL AFTER RETIREMENT	709.38
925878 RETIREE	MEDICAL AFTER RETIREMENT	691.08
925879 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925881 RETIREE	MEDICAL AFTER RETIREMENT	584.38
925883 RETIREE	MEDICAL AFTER RETIREMENT	464.38
925884 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925886 RETIREE	MEDICAL AFTER RETIREMENT	283.04
925890 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925891 RETIREE	MEDICAL AFTER RETIREMENT	888.90
925892 RETIREE	MEDICAL AFTER RETIREMENT	111.69
925894 RETIREE	MEDICAL AFTER RETIREMENT	1,036.95
925895 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925896 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925898 RETIREE	MEDICAL AFTER RETIREMENT	469.46
925905 RETIREE	MEDICAL AFTER RETIREMENT	346.28
925906 RETIREE	MEDICAL AFTER RETIREMENT	714.38
925910 RETIREE	MEDICAL AFTER RETIREMENT	584.38
925912 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925913 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925914 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
925915 RETIREE	MEDICAL AFTER RETIREMENT	229.69
925918 RETIREE	MEDICAL AFTER RETIREMENT	348.38
925920 RETIREE	MEDICAL AFTER RETIREMENT	500.31
925923 RETIREE	MEDICAL AFTER RETIREMENT	283.04
925924 RETIREE	MEDICAL AFTER RETIREMENT	169.69
925925 RETIREE	MEDICAL AFTER RETIREMENT	584.38

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925926	RETIREE	MEDICAL AFTER RETIREMENT	348.38
925930	RETIREE	MEDICAL AFTER RETIREMENT	111.69
925931	RETIREE	MEDICAL AFTER RETIREMENT	111.69
925936	RETIREE	MEDICAL AFTER RETIREMENT	111.69
925937	RETIREE	MEDICAL AFTER RETIREMENT	348.38
925938	RETIREE	MEDICAL AFTER RETIREMENT	348.38
925940	RETIREE	MEDICAL AFTER RETIREMENT	229.69
925941	RETIREE	MEDICAL AFTER RETIREMENT	169.70
925944	RETIREE	MEDICAL AFTER RETIREMENT	888.90
925945	RETIREE	MEDICAL AFTER RETIREMENT	348.38
925946	RETIREE	MEDICAL AFTER RETIREMENT	348.38
925947	RETIREE	MEDICAL AFTER RETIREMENT	111.69
925949	RETIREE	MEDICAL AFTER RETIREMENT	283.04
925950	RETIREE	MEDICAL AFTER RETIREMENT	691.08
925951	RETIREE	MEDICAL AFTER RETIREMENT	111.69
925952	RETIREE	MEDICAL AFTER RETIREMENT	584.38
925954	RETIREE	MEDICAL AFTER RETIREMENT	749.38
925955	RETIREE	MEDICAL AFTER RETIREMENT	185.67
925956	RETIREE	MEDICAL AFTER RETIREMENT	111.69
925960	RETIREE	MEDICAL AFTER RETIREMENT	590.55
925965	RETIREE	MEDICAL AFTER RETIREMENT	348.38
925966	RETIREE	MEDICAL AFTER RETIREMENT	348.38
925967	RETIREE	MEDICAL AFTER RETIREMENT	1,682.29
925968	RETIREE	MEDICAL AFTER RETIREMENT	111.69
925969	RETIREE	MEDICAL AFTER RETIREMENT	283.04
925988	RETIREE	MEDICAL AFTER RETIREMENT	577.29

611 Water Fund

Non Departmental

360469	WAXIE SANITARY SUPPLY	SUPPLIES	177.38
360475	ANTIOCH AUTO PARTS	SUPPLIES	849.55
360493	FASTENAL CO	SUPPLIES	2,213.31
360516	PACE SUPPLY CORP	SUPPLIES	3,679.56
925987	HAMMONS SUPPLY COMPANY	SUPPLIES	2,039.90

Water Supervision

360404	BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	12.56
360417	DELTA DENTAL	PAYROLL DEDUCTIONS	57.99
360466	VERIZON WIRELESS	PAYROLL DEDUCTIONS	76.02

Water Production

204301	MITCHELL LEWIS & STAVER CO	FOOT VALVE	39.10
204320	STATE WATER RESOURCES BOARD	RENEWAL-JOHNSON	60.00
360413	CONTRA COSTA WATER DISTRICT	RAW WATER	546,141.84
360425	EMPLOYEE	SHOE REIMBURSEMENT	228.88
360431	HASA INC	MULTI CHLOR	556.46
360439	KRUGER INC	SAND	1,475.02
360453	REINHOLDT ENGINEERING CONSTR	TANK TEST	300.00
360465	UNIVAR USA INC	CAUSTIC	10,401.61

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CITY OF ANTIOCH
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360466	VERIZON WIRELESS	DATA USAGE	38.01
360468	WESTAMERICA BANK	COPIER LEASE	51.42
360470	ACE HARDWARE, ANTIOCH	HOSE	45.55
360471	ALLIED FLUID PRODUCTS CORP	FLEX HOSE	3,955.58
360474	ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL SERVICE	425.00
360475	ANTIOCH AUTO PARTS	BLADES	49.71
360479	AT AND T MCI	PHONE	133.60
360480	AT AND T MCI	PHONE	1,661.05
360493	FASTENAL CO	SUPPLIES	871.56
360497	HACH CO	LAB SUPPLIES	306.66
360500	IEH LABORATORIES	SAMPLE TESTING	350.00
360503	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	19,394.29
360504	LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	75.00
360517	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	158.67
360519	PERFORMANCE CAULKING	WATERPROOFING SERVICE	1,525.00
360531	USA BLUE BOOK	FLOAT SWITCH	716.04
925980	AIRGAS SPECIALTY PRODUCTS	AMMONIA	949.60
925982	CHEMTRADE CHEMICALS US LLC	ALUM	18,349.14
925983	CONSOLIDATED ELECTRICAL DIST INC	STRUT	150.97
925986	GRAINGER INC	STRAPS	352.72
925992	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	306.60

Water Distribution

360415	CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	416.94
360418	DELTA DIABLO	RECYCLED WATER	7,138.14
360450	PHOENIX PUMP INC	FUEL CART	1,039.00
360454	ROBERTS AND BRUNE CO	PIPE & FITTINGS	929.50
360457	RT LAWRENCE CORP	LOCKBOX FEES	475.16
360462	STATE WATER RESOURCES BOARD	CERTIFICATE RENEWAL-HICKS	70.00
360466	VERIZON WIRELESS	DATA USAGE	380.10
360468	WESTAMERICA BANK	COPIER LEASE	70.01
360476	ANTIOCH BUILDING MATERIALS	ASPHALT	4,418.63
360480	AT AND T MCI	PHONE	37.00
360484	COMCAST	CONNECTION SERVICES	333.00
360486	COUNTY ASPHALT	ASPHALT	1,256.27
360493	FASTENAL CO	SUPPLIES	321.43
360495	FRIGARD CHIROPRACTIC	DMV PHYSICAL	75.00
360501	INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	3,107.94
360505	LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES	12.15
360508	LUCITY INC	CONNECTION SERVICES	10,758.40
360522	ROBERTS AND BRUNE CO	PIPE & FITTINGS	13,747.91
360523	ROYAL BRASS INC	HOSE & FITTINGS	15.87
360530	UNITED PARCEL SERVICE	SHIPPING	45.34
925976	GRAINGER INC	SUPPLIES	170.62
925986	GRAINGER INC	SUPPLIES	180.64

Water Meter Reading

360466	VERIZON WIRELESS	DATA USAGE	38.01
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CITY OF ANTIOCH
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Public Buildings & Facilities

360515 OLDCASTLE PRECAST SOUNDWALL REPAIR 8,910.00

Warehouse & Central Stores

360468 WESTAMERICA BANK COPIER LEASE 151.33

360504 LENHART ALARM AND SECURITY ALARM SYSTEM SERVICE 150.00

360530 UNITED PARCEL SERVICE WEEKLY PRINTER SERVICE FEE 17.30

621 Sewer Fund

Sewer-Wastewater Supervision

360457 RT LAWRENCE CORP LOCKBOX FEES 475.15

360466 VERIZON WIRELESS DATA USAGE 114.03

360468 WESTAMERICA BANK COPIER LEASE 212.85

Sewer-Wastewater Collection

204295 DEER VALLEY CHIROPRACTIC DMV EXAM-COOK 99.00

360415 CREATIVE SUPPORTS INC ERGONOMIC IMPROVEMENTS 416.95

360416 CWEA SFBS RENEWAL-RAMIREZ 164.00

360466 VERIZON WIRELESS DATA USAGE 228.06

360476 ANTIOCH BUILDING MATERIALS ASPHALT 4,418.65

360480 AT AND T MCI PHONE 143.77

360484 COMCAST CONNECTION SERVICES 333.00

360486 COUNTY ASPHALT ASPHALT 1,256.26

360501 INFOSEND INC POSTAGE COSTS TO MAIL BILLS 3,107.93

360502 JEFFERSON, PHILLIP J EXPENSE REIMBURSEMENT 155.00

360504 LENHART ALARM AND SECURITY ALARM SYSTEM SERVICE 375.00

360505 LIEBERT CASSIDY WHITMORE PROFESSIONAL SERVICES 12.16

360508 LUCITY INC CONNECTION SERVICES 10,758.40

360516 PACE SUPPLY CORP SUPPLIES 1,027.06

360530 UNITED PARCEL SERVICE SHIPPING 14.72

925975 CDW GOVERNMENT INC GRAPHICS CARD 124.26

925976 GRAINGER INC SUPPLIES 1,225.70

925978 SCOTTO, CHARLES W AND DONNA F PROPERTY RENT 4,500.00

925986 GRAINGER INC SUPPLIES 6.03

631 Marina Fund

Marina Administration

360468 WESTAMERICA BANK COPIER LEASE 51.42

360480 AT AND T MCI PHONE 193.22

360504 LENHART ALARM AND SECURITY ALARM SYSTEM SERVICE 75.00

Marina Maintenance

925992 LEES BUILDING MAINTENANCE JANITORIAL SERVICES 1,260.00

Major Projects

360494 FEDEX SHIPPING 30.47

641 Prewett Water Park Fund

Non Departmental

360525 SILENT PARTNER PRIVATE SECURITY SECURITY SERVICES 762.50

Recreation Water Park

204561 PRAXAIR DISTRIBUTION INC OXYGEN 71.98

204563 COMCAST DMX SERVICE 48.79

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CITY OF ANTIOCH
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360468 WESTAMERICA BANK	COPIER LEASE	250.02
360480 AT AND T MCI	PHONE	211.34
360504 LENHART ALARM AND SECURITY	ALARM SYSTEM SERVICE	300.00

721 Employee Benefits Fund

Non Departmental

360400 AFLAC	PAYROLL DEDUCTIONS	7,386.15
360404 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	2,649.90
360412 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
360417 DELTA DENTAL	PAYROLL DEDUCTIONS	34,452.15
360436 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
360446 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	10,550.22
360447 PARS	PAYROLL DEDUCTIONS	1,713.95
360464 RECIPIENT	PAYROLL DEDUCTIONS	112.15



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: **Rejection of Claims: Kiran Singh & LaDonna Hardman**

RECOMMENDED ACTION

It is recommended that the City Council reject the following claims:

1. Karin Singh – Claim was received on November 16, 2015.
2. LaDonna Hardman – Claim was received on December 10, 2015, and amended on December 28, 2015.

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



STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF JANUARY 26, 2016

SUBMITTED BY: Donna Conley, City Treasurer 

DATE: January 20, 2016

SUBJECT: Treasurer's Report: DECEMBER 2015

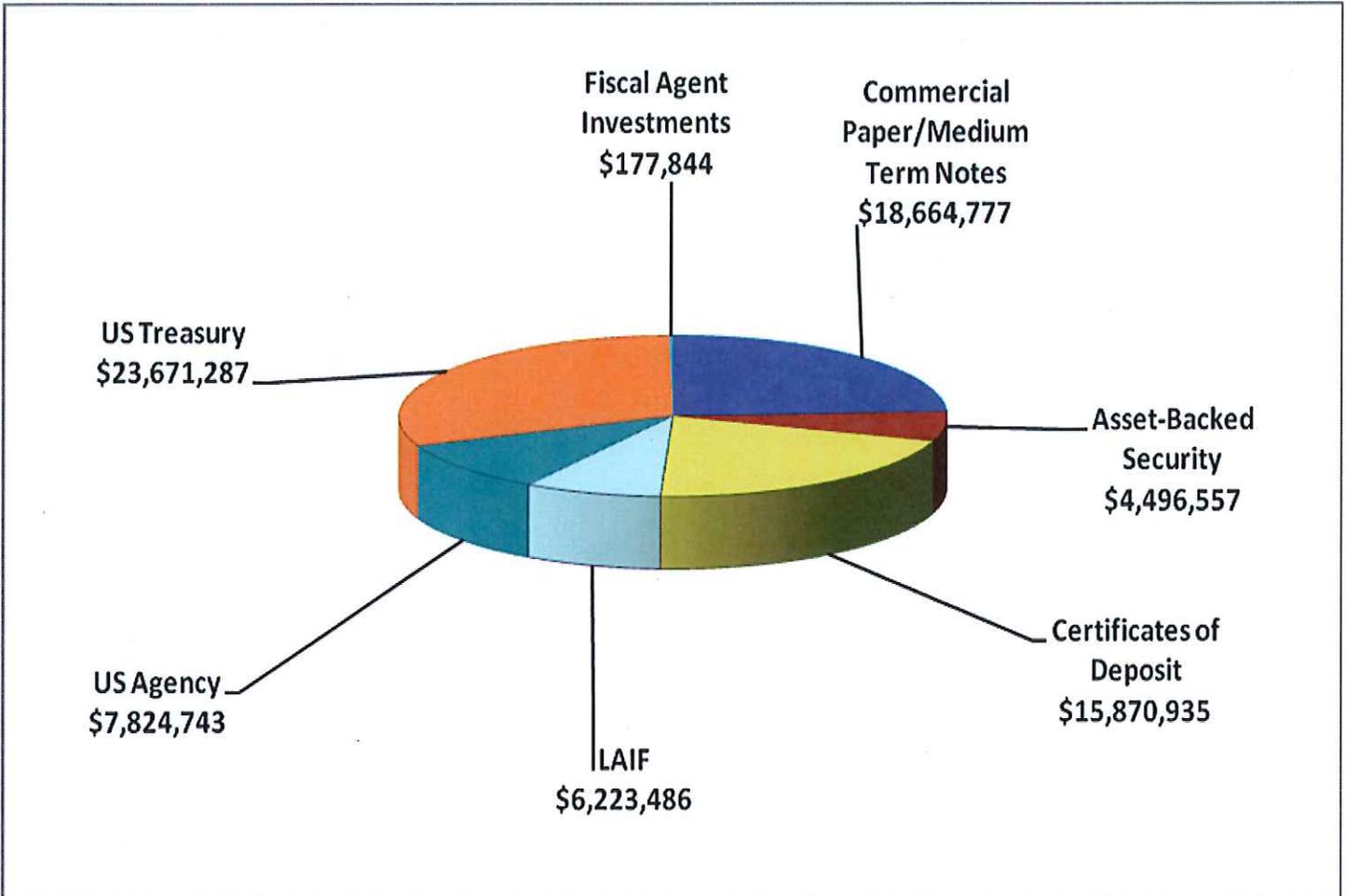
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RECOMMENDATION: Review and file.

BACKGROUND: City of Antioch's portfolio as of December 2015 is in Compliance with The City's current Investment Policy. Based on the Portfolio as of the December 2015 City of Antioch is able to meet its expenditure requirements for the next six months.

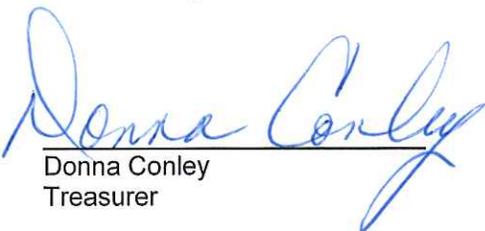
CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

DECEMBER 31, 2015



Total of City and Fiscal Agent Investments = \$76,929,629

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	31,756
Antioch Development Agency 2000 Tax Allocation Bonds	6
Antioch Development Agency 2009 Tax Allocation Bonds	146,082
	<u><u>\$177,844</u></u>



Managed Account Summary Statement

For the Month Ending December 31, 2015

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$70,301,009.14
Maturities/Calls	(107,346.92)
Principal Dispositions	(6,461,079.19)
Principal Acquisitions	6,492,662.11
Unsettled Trades	0.00
Change in Current Value	(149,055.82)
Closing Market Value	\$70,076,189.32

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	6,478,018.04
Coupon/Interest/Dividend Income	68,039.76
Principal Payments	107,346.92
Security Purchases	(6,533,429.09)
Net Cash Contribution	(119,975.63)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	84,978.61
Less Purchased Interest Related to Interest/Coupons	(40,766.98)
Plus Net Realized Gains/Losses	(25,941.88)
Total Cash Basis Earnings	\$18,269.75

Cash Balance

Closing Cash Balance \$0.00

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	70,306,113.16
Ending Accrued Interest	189,490.36
Plus Proceeds from Sales	6,478,018.04
Plus Proceeds of Maturities/Calls/Principal Payments	107,346.92
Plus Coupons/Dividends Received	68,039.76
Less Cost of New Purchases	(6,533,429.09)
Less Beginning Amortized Value of Securities	(70,386,347.61)
Less Beginning Accrued Interest	(163,241.20)
Total Accrual Basis Earnings	\$65,990.34





Portfolio Summary and Statistics

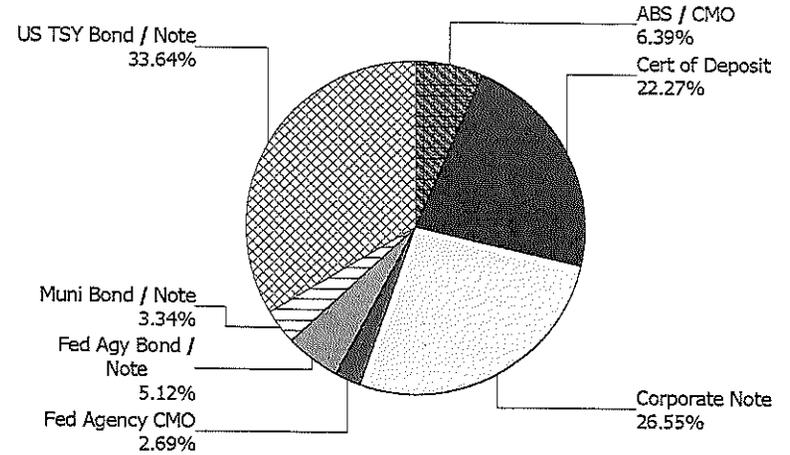
For the Month Ending December 31, 2015

CITY OF ANTIOCH, CA - 04380500

Account Summary

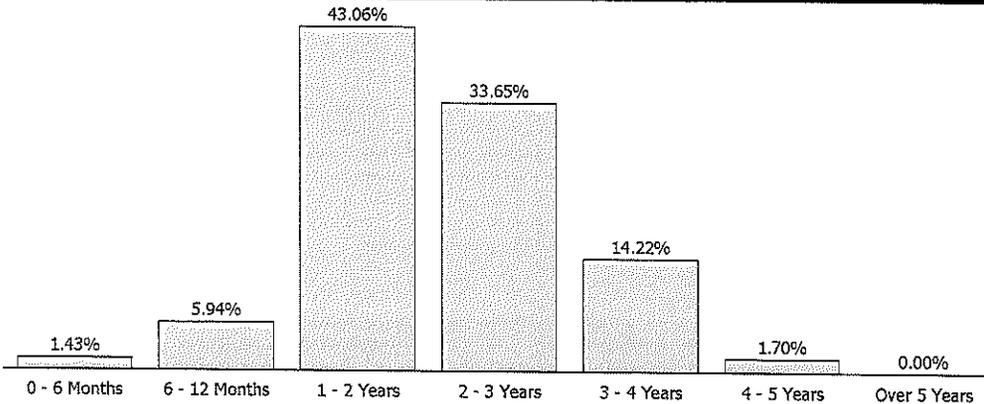
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	23,640,000.00	23,583,923.80	33.64
Municipal Bond / Note	2,335,000.00	2,339,635.00	3.34
Federal Agency Collateralized Mortgage Obligation	1,880,543.76	1,882,211.17	2.69
Federal Agency Bond / Note	3,595,000.00	3,584,737.38	5.12
Corporate Note	18,565,000.00	18,604,130.99	26.55
Certificate of Deposit	15,650,000.00	15,605,403.63	22.27
Asset-Backed Security / Collateralized Mortgage Obligation	4,496,773.98	4,476,147.35	6.39
Managed Account Sub-Total	70,162,317.74	70,076,189.32	100.00%
Accrued Interest		189,490.36	
Total Portfolio	70,162,317.74	70,265,679.68	

Sector Allocation



Unsettled Trades **0.00** **0.00**

Maturity Distribution



Characteristics

Yield to Maturity at Cost	1.14%
Yield to Maturity at Market	1.29%
Duration to Worst	1.93
Weighted Average Days to Maturity	743





Managed Account Issuer Summary

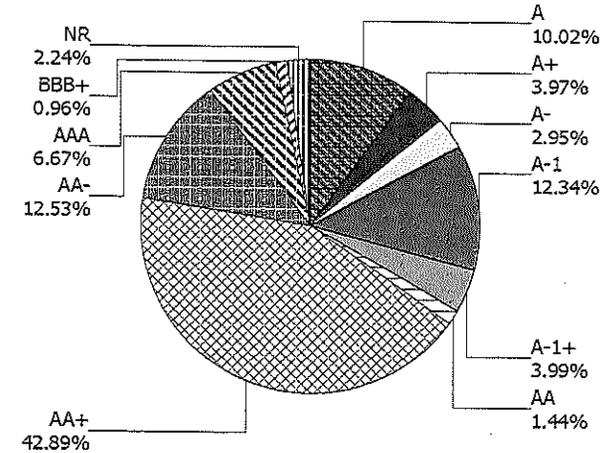
For the Month Ending December 31, 2015

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
AMERICAN EXPRESS CO	1,068,598.96	1.52
AMERICAN HONDA FINANCE	1,329,969.59	1.90
APPLE INC	1,000,587.00	1.43
BANK OF AMERICA CORP	695,499.70	0.99
BANK OF AMERICA CREDIT CARD TRUST	491,644.74	0.70
BANK OF MONTREAL	1,396,178.00	1.99
BANK OF NEW YORK CO INC	1,394,764.00	1.99
BANK OF NOVA SCOTIA	1,398,201.00	2.00
CA EARTHQUAKE AUTH TXBL REV BOND	376,149.75	0.54
CANADIAN IMPERIAL BANK OF COMMERCE	1,393,245.00	1.99
CATERPILLAR INC	767,240.32	1.09
CISCO SYSTEMS INC	1,210,035.70	1.73
CITIBANK CREDIT CARD ISSUANCE TRUST	523,742.26	0.75
CONOCOPHILLIPS	235,601.28	0.34
DEERE & COMPANY	1,062,884.91	1.52
EXXON MOBIL CORP	1,397,775.40	1.99
FANNIE MAE	1,882,211.17	2.69
FEDERAL HOME LOAN BANKS	1,413,354.40	2.02
FORD CREDIT AUTO OWNER TRUST	988,677.86	1.41
FREDDIE MAC	2,171,382.98	3.10
GLAXOSMITHKLINE PLC	572,184.90	0.82
GOLDMAN SACHS GROUP INC	1,373,838.13	1.96
HONDA AUTO RECEIVABLES	718,507.80	1.03
HSBC HOLDINGS PLC	1,961,647.81	2.80
IBM CORP	1,738,282.00	2.48
JP MORGAN CHASE & CO	997,985.00	1.42
MCDONALD'S CORPORATION	669,230.63	0.96
NISSAN AUTO RECEIVABLES	849,431.15	1.21
NORDEA BANK AB	1,392,020.00	1.99
ORANGE COUNTY, CA	875,367.50	1.25
PEPSICO, INC	1,273,923.80	1.82
RABOBANK NEDERLAND	1,691,840.00	2.41

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending December 31, 2015

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value	
	of Holdings	Percent
SKANDINAVISKA ENSKIDA BANKEN AB	1,394,498.00	1.99
STATE OF CALIFORNIA	952,935.50	1.36
SVENSKA HANDELSBANKEN	1,399,181.00	2.00
TEXAS INSTRUMENTS INCORPORATED	877,669.94	1.25
TORONTO-DOMINION BANK	1,396,822.00	1.99
TOYOTA AUTO RECEIVABLES	904,143.54	1.29
TOYOTA MOTOR CORP	723,287.55	1.03
UNITED STATES TREASURY	23,583,923.80	33.64
UNIVERSITY OF CALIFORNIA	135,182.25	0.19
US BANCORP	1,369,923.50	1.95
WELLS FARGO & COMPANY	1,026,619.50	1.47
Total	\$70,076,189.32	100.00%





Managed Account Detail of Securities Held

For the Month Ending December 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 05/31/2012 0.625% 05/31/2017	912828SY7	1,120,000.00	AA+	Aaa	06/02/14	06/03/14	1,113,787.50	0.81	612.02	1,117,048.35	1,115,056.32
US TREASURY NOTES DTD 07/02/2012 0.750% 06/30/2017	912828TB6	1,775,000.00	AA+	Aaa	10/30/14	11/03/14	1,773,197.27	0.79	36.57	1,773,981.35	1,769,453.13
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	635,000.00	AA+	Aaa	02/06/15	02/10/15	629,691.80	0.84	1,328.67	631,592.18	630,187.97
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	2,210,000.00	AA+	Aaa	02/02/15	02/04/15	2,203,007.42	0.63	4,624.18	2,205,544.57	2,193,252.62
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	1,325,000.00	AA+	Aaa	03/25/15	03/26/15	1,316,667.00	0.96	2,525.10	1,318,768.30	1,313,147.88
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	1,325,000.00	AA+	Aaa	03/26/15	03/27/15	1,315,424.80	0.99	2,525.10	1,317,831.99	1,313,147.88
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	2,250,000.00	AA+	Aaa	03/26/15	03/27/15	2,233,652.34	1.00	4,287.91	2,237,762.05	2,229,873.75
US TREASURY NOTES DTD 04/30/2013 0.625% 04/30/2018	912828UZ1	1,250,000.00	AA+	Aaa	04/28/15	04/30/15	1,239,941.41	0.90	1,330.70	1,242,166.39	1,233,935.00
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828VO0	250,000.00	AA+	Aaa	07/01/15	07/01/15	252,080.08	1.10	1,438.52	251,747.00	250,957.00
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828VO0	1,725,000.00	AA+	Aaa	07/01/15	07/06/15	1,738,880.86	1.11	9,925.78	1,736,709.56	1,731,603.30
US TREASURY NOTES DTD 09/30/2011 1.375% 09/30/2018	912828RH5	1,500,000.00	AA+	Aaa	10/08/15	10/09/15	1,519,218.75	0.94	5,240.78	1,517,754.05	1,504,687.50
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	1,825,000.00	AA+	Aaa	11/05/15	11/09/15	1,828,707.03	1.18	1,994.54	1,828,537.45	1,821,934.00
US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	3,950,000.00	AA+	Aaa	12/01/15	12/04/15	3,983,482.42	1.22	162.77	3,982,679.10	3,967,897.45
US TREASURY NOTES DTD 01/31/2014 1.500% 01/31/2019	912828B33	2,500,000.00	AA+	Aaa	12/28/15	12/30/15	2,509,179.69	1.38	15,692.93	2,509,164.43	2,508,790.00



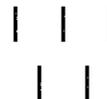


Managed Account Detail of Securities Held

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

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		23,640,000.00					23,656,918.37	1.02	51,725.57	23,671,286.77	23,583,923.80
Municipal Bond / Note											
ORANGE CNTY, CA TXBL REV PO BONDS DTD 01/13/2015 0.780% 05/02/2016	68428LDJ0	875,000.00	AA	NR	01/09/15	01/13/15	875,000.00	0.78	2,805.83	875,000.00	875,367.50
UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.907% 05/15/2016	91412GSX4	135,000.00	AA	Aa2	09/26/13	10/02/13	135,000.00	0.91	156.46	135,000.00	135,182.25
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.194% 07/01/2016	13017HAC0	225,000.00	NR	A3	10/29/14	11/06/14	225,000.00	1.19	1,343.25	225,000.00	225,416.25
CA ST TAXABLE GO BONDS DTD 11/05/2013 1.250% 11/01/2016	13063CFD7	950,000.00	AA-	Aa3	10/22/13	11/05/13	954,455.50	1.09	1,979.17	951,256.28	952,935.50
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	150,000.00	NR	A3	10/29/14	11/06/14	150,000.00	1.82	1,368.00	150,000.00	150,733.50
Security Type Sub-Total		2,335,000.00					2,339,455.50	1.02	7,652.71	2,336,256.28	2,339,635.00
Federal Agency Collateralized Mortgage Obligation											
FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	380,000.00	AA+	Aaa	01/15/15	01/30/15	383,797.15	1.26	514.90	382,447.57	381,153.64
FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANJY4	325,000.00	AA+	Aaa	04/15/15	04/30/15	328,248.83	0.83	419.79	327,387.50	324,683.97
FNMA SERIES 2015-M3 FA DTD 02/01/2015 0.447% 06/01/2018	3136AMMC0	240,543.76	AA+	Aaa	02/12/15	02/27/15	240,480.91	0.39	89.85	240,507.25	240,469.38
FNMA SERIES 2015-M15 ASQ2 DTD 11/01/2015 1.898% 01/01/2019	3136AOSW1	295,000.00	AA+	Aaa	11/06/15	11/30/15	297,949.97	1.20	466.61	297,949.97	296,879.92
FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AODQ0	640,000.00	AA+	Aaa	10/07/15	10/30/15	646,408.90	1.08	877.87	646,089.64	639,024.26
Security Type Sub-Total		1,880,543.76					1,896,885.76	1.00	2,369.02	1,894,381.93	1,882,211.17
Federal Agency Bond / Note											





Managed Account Detail of Securities Held

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

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FHLB GLOBAL NOTES DTD 05/15/2015 0.625% 05/30/2017	3130A5EP0	1,420,000.00	AA+	Aaa	05/14/15	05/15/15	1,418,821.40	0.67	764.24	1,419,181.78	1,413,354.40
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	2,175,000.00	AA+	Aaa	08/12/14	08/14/14	2,174,854.27	1.00	9,243.75	2,174,923.01	2,171,382.98
Security Type Sub-Total		3,595,000.00					3,593,675.67	0.87	10,007.99	3,594,104.79	3,584,737.38
Corporate Note											
WELLS FARGO & COMPANY DTD 07/29/2013 1.250% 07/20/2016	94974BFL9	1,025,000.00	A	A2	07/22/13	07/29/13	1,024,016.00	1.28	5,730.03	1,024,814.19	1,026,619.50
AMERICAN HONDA FINANCE GLOBAL NOTES DTD 10/10/2013 1.125% 10/07/2016	02665WAB7	585,000.00	A+	A1	10/03/13	10/10/13	582,964.20	1.24	1,535.63	584,471.29	585,468.59
JPMORGAN CHASE & CO DTD 02/18/2014 1.350% 02/15/2017	46623EJY6	1,000,000.00	A-	A3	02/12/14	02/18/14	999,500.00	1.37	5,100.00	999,809.96	997,985.00
APPLE INC CORP NOTE DTD 05/06/2014 1.050% 05/05/2017	037833AM2	1,000,000.00	AA+	Aa1	04/29/14	05/06/14	999,470.00	1.07	1,604.17	999,760.26	1,000,587.00
JOHN DEERE CAPITAL CORP NOTES DTD 06/12/2014 1.125% 06/12/2017	24422ESN0	1,065,000.00	A	A2	06/09/14	06/12/14	1,064,499.45	1.14	632.34	1,064,756.42	1,062,884.91
HSBC USA INC DTD 06/23/2014 1.300% 06/23/2017	40434CAA3	565,000.00	A	A2	06/16/14	06/23/14	564,141.20	1.35	163.22	564,572.65	561,990.81
PEPSICO, INC DTD 07/17/2015 1.125% 07/17/2017	713448CW6	1,000,000.00	A	A1	07/14/15	07/17/15	999,680.00	1.14	5,125.00	999,752.27	999,927.00
CATERPILLAR FINANCIAL SE DTD 08/20/2014 1.250% 08/18/2017	14912L6D8	770,000.00	A	A2	08/13/14	08/20/14	769,615.00	1.27	3,555.90	769,788.50	767,240.32
AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017	0258M0DR7	370,000.00	A-	A2	09/18/14	09/23/14	369,504.20	1.60	1,577.13	369,711.81	369,851.26
IBM CORP NOTES DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	1,750,000.00	AA-	Aa3	02/03/15	02/06/15	1,744,662.50	1.23	7,929.69	1,746,248.53	1,738,282.00
MCDONALDS CORP NOTES DTD 02/29/2008 5.350% 03/01/2018	58013MEE0	625,000.00	BBB+	Baa1	04/01/15	04/07/15	697,331.25	1.27	11,145.83	679,288.75	669,230.63



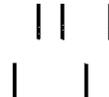


Managed Account Detail of Securities Held

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

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
EXXON MOBIL CORP NOTES DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	1,400,000.00	AAA	Aaa	03/04/15	03/06/15	1,400,000.00	1.31	5,836.25	1,400,000.00	1,397,775.40
AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	750,000.00	A+	A1	03/10/15	03/13/15	748,995.00	1.55	3,375.00	749,258.63	744,501.00
PEPSICO, INC CORP NOTES DTD 04/30/2015 1.250% 04/30/2018	713448CR7	275,000.00	A	A1	04/27/15	04/30/15	274,967.00	1.25	582.47	274,974.26	273,996.80
TEXAS INSTRUMENTS CORP NOTE DTD 05/08/2013 1.000% 05/01/2018	882508AV6	890,000.00	A+	A1	04/02/15	04/08/15	885,202.90	1.18	1,483.33	886,332.70	877,669.94
CONOCOPHILLIPS COMPANY CORP NOTE DTD 05/18/2015 1.500% 05/15/2018	20826FAL0	240,000.00	A	A2	05/13/15	05/18/15	239,971.20	1.50	460.00	239,976.97	235,601.28
GLAXOSMITHKLINE CAP INC NOTES DTD 05/13/2008 5.650% 05/15/2018	377372AD9	525,000.00	A+	A2	04/01/15	04/07/15	594,368.25	1.30	3,790.21	578,237.14	572,184.90
BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	1,400,000.00	A	A1	05/22/15	05/29/15	1,399,874.00	1.60	2,426.67	1,399,897.10	1,394,764.00
BANK OF AMERICA BANK NOTES DTD 06/05/2015 1.750% 06/05/2018	06050TMC3	700,000.00	A	A1	10/06/15	10/09/15	701,442.00	1.67	884.72	701,325.66	695,499.70
CISCO SYSTEMS INC CORP NOTE DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	1,205,000.00	AA-	A1	06/10/15	06/17/15	1,204,795.15	1.66	883.67	1,204,830.91	1,210,035.70
TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	725,000.00	AA-	Aa3	07/08/15	07/13/15	724,383.75	1.58	5,244.17	724,477.74	723,287.55
AMERICAN EXPRESS CRD CRP NT (CALLABLE) DTD 07/31/2015 1.800% 07/31/2018	0258M0DV8	700,000.00	A-	A2	10/05/15	10/08/15	702,709.00	1.66	5,285.00	702,490.82	698,747.70
Security Type Sub-Total		18,565,000.00					18,692,092.05	1.36	74,350.43	18,664,776.56	18,604,130.99
Certificate of Deposit											
GOLDMAN SACHS BANK USA CD DTD 08/19/2014 0.900% 08/12/2016	38147J2L5	1,375,000.00	A-1	P-1	08/14/14	08/19/14	1,375,000.00	0.90	4,577.05	1,375,000.00	1,373,838.13





Managed Account Detail of Securities Held

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

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
CANADIAN IMPERIAL BANK NY YCD DTD 04/10/2015 1.010% 04/06/2017	13606JYY9	1,400,000.00	A-1	P-1	04/06/15	04/10/15	1,400,000.00	1.01	3,338.61	1,400,000.00	1,393,245.00
RABOBANK NEDERLAND NV CERT DEPOS DTD 04/27/2015 1.070% 04/21/2017	21684BXH2	1,700,000.00	A-1	P-1	04/22/15	04/27/15	1,700,000.00	1.07	3,536.94	1,700,000.00	1,691,840.00
BMO HARRIS BANK NA CD DTD 10/23/2015 1.000% 04/24/2017	05574BFW5	1,400,000.00	A-1	Aa3	10/22/15	10/23/15	1,400,000.00	1.01	2,722.22	1,400,000.00	1,396,178.00
NORDEA BANK FINLAND NY CD DTD 05/29/2015 1.150% 05/26/2017	65558LFA5	1,400,000.00	AA-	Aa3	05/27/15	05/29/15	1,400,000.00	1.15	1,610.00	1,400,000.00	1,392,020.00
TORONTO DOMINION BANK NY YCD DTD 06/19/2015 1.240% 06/16/2017	89113ESN7	1,400,000.00	AA-	Aa1	06/16/15	06/19/15	1,400,000.00	1.25	9,403.33	1,400,000.00	1,396,822.00
SVENSKA HANDELSBANKEN NY FLT CERT DEPOS DTD 11/24/2015 0.832% 08/24/2017	86958DH54	1,400,000.00	A-1+	P-1	11/20/15	11/24/15	1,400,000.00	0.84	1,229.66	1,400,000.00	1,399,181.00
US BANK NA CINCINNATI (CALLABLE) CD DTD 09/11/2014 1.375% 09/11/2017	90333VPF1	1,375,000.00	AA-	A1	09/09/14	09/11/14	1,372,786.25	1.41	5,776.91	1,373,749.71	1,369,923.50
BANK OF NOVA SCOTIA HOUSTON YCD DTD 11/09/2015 1.560% 11/06/2017	06417GAS7	1,400,000.00	A-1	P-1	11/06/15	11/09/15	1,400,000.00	1.55	3,154.67	1,400,000.00	1,398,201.00
SKANDINAVISKA ENSKILDA BANKEN NY CD DTD 11/17/2015 1.480% 11/16/2017	83050FBG5	1,400,000.00	A-1	P-1	11/16/15	11/17/15	1,400,000.00	1.48	2,590.00	1,400,000.00	1,394,498.00
HSBC BANK USA NA FLOATING CERT DEPOS DTD 11/18/2015 0.954% 11/17/2017	40428AR41	1,400,000.00	A-1+	P-1	11/17/15	11/18/15	1,400,000.00	0.97	1,632.57	1,400,000.00	1,399,657.00
Security Type Sub-Total		15,650,000.00					15,647,786.25	1.15	39,571.96	15,648,749.71	15,605,403.63
Asset-Backed Security / Collateralized Mortgage Obligation											
HONDA ABS 2015-1 A2 DTD 01/28/2015 0.700% 06/15/2017	43814KAB7	226,536.37	AAA	Aaa	01/21/15	01/28/15	226,524.55	0.70	70.48	226,529.75	226,315.59
TOYOTA ABS 2015-A A2 DTD 03/04/2015 0.710% 07/15/2017	89236WAB4	227,267.08	AAA	Aaa	02/24/15	03/04/15	227,264.92	0.71	71.72	227,265.79	227,075.56





Managed Account Detail of Securities Held

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

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security / Collateralized Mortgage Obligation											
FORD ABS 2014-C A2 DTD 11/25/2014 0.610% 08/15/2017	34530PAC6	282,970.53	AAA	NR	11/18/14	11/25/14	282,961.02	0.61	76.72	282,965.33	282,875.96
HONDA ABS 2015-2 A3 DTD 05/20/2015 1.040% 02/21/2019	43813NAC0	495,000.00	AAA	NR	05/13/15	05/20/15	494,924.02	1.05	143.00	494,938.64	492,192.21
CITIBANK ABS 2014-A2 A2 DTD 03/05/2014 1.020% 02/22/2019	17305EFN0	525,000.00	AAA	Aaa	03/17/15	03/20/15	524,282.23	1.08	1,918.88	524,398.08	523,742.26
TOYOTA ABS 2015-B A3 DTD 06/17/2015 1.270% 05/15/2019	89237CAD3	680,000.00	AAA	Aaa	06/10/15	06/17/15	679,963.21	1.27	383.82	679,969.26	677,067.98
NISSAN ABS 2015-A A3 DTD 04/14/2015 1.050% 10/15/2019	65477UAC4	515,000.00	NR	Aaa	04/07/15	04/14/15	514,891.75	1.06	240.33	514,911.08	511,453.20
FORD ABS 2015-B A3 DTD 05/26/2015 1.160% 11/15/2019	34530VAD1	350,000.00	NR	Aaa	05/19/15	05/26/15	349,967.63	1.16	180.44	349,972.33	347,430.55
FORD ABS 2015-C A3 DTD 09/22/2015 1.410% 02/15/2020	34530YAD5	360,000.00	AAA	Aaa	09/15/15	09/22/15	359,929.94	1.42	225.60	359,934.84	358,371.25
NISSAN ABS 2015-B A3 DTD 07/22/2015 1.340% 03/15/2020	65475WAD0	340,000.00	NR	Aaa	07/15/15	07/22/15	339,972.97	1.34	202.49	339,975.99	337,977.95
BANK OF AMER CREDIT CARD TR 2015-A2 DTD 04/29/2015 1.360% 09/15/2020	05522RCU0	495,000.00	AAA	Aaa	10/28/15	10/29/15	495,715.43	1.30	299.20	495,696.03	491,644.74
Security Type Sub-Total		4,496,773.98					4,496,397.67	1.11	3,812.68	4,496,557.12	4,476,147.35
Managed Account Sub-Total		70,162,317.74					70,323,211.27	1.14	189,490.36	70,306,113.16	70,076,189.32
Securities Sub-Total		\$70,162,317.74					\$70,323,211.27	1.14%	\$189,490.36	\$70,306,113.16	\$70,076,189.32
Accrued Interest											\$189,490.36
Total Investments											\$70,265,679.68





Managed Account Fair Market Value & Analytics

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

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 05/31/2012 0.625% 05/31/2017	912828SY7	1,120,000.00	CITIGRP		99.56	1,115,056.32	1,268.82	(1,992.03)	1.40	1.40	0.94
US TREASURY NOTES DTD 07/02/2012 0.750% 06/30/2017	912828TB6	1,775,000.00	MORGANST		99.69	1,769,453.13	(3,744.14)	(4,528.22)	1.49	1.49	0.96
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	635,000.00	BARCLAYS		99.24	630,187.97	496.17	(1,404.21)	1.57	1.57	0.98
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	2,210,000.00	WELLSFAR		99.24	2,193,252.62	(9,754.80)	(12,291.95)	1.57	1.57	0.98
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	1,325,000.00	MERRILL		99.11	1,313,147.88	(3,519.12)	(5,620.42)	2.22	2.22	1.15
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	1,325,000.00	MERRILL		99.11	1,313,147.88	(2,276.92)	(4,684.11)	2.22	2.22	1.15
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	2,250,000.00	JPMCHASE		99.11	2,229,873.75	(3,778.59)	(7,888.30)	2.22	2.22	1.15
US TREASURY NOTES DTD 04/30/2013 0.625% 04/30/2018	912828UZ1	1,250,000.00	JPMCHASE		98.71	1,233,935.00	(6,006.41)	(8,231.39)	2.30	2.30	1.19
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828VO0	250,000.00	CITIGRP		100.38	250,957.00	(1,123.08)	(790.00)	2.52	2.52	1.22
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828VO0	1,725,000.00	HSBC		100.38	1,731,603.30	(7,277.56)	(5,106.26)	2.52	2.52	1.22
US TREASURY NOTES DTD 09/30/2011 1.375% 09/30/2018	912828RH5	1,500,000.00	HSBC		100.31	1,504,687.50	(14,531.25)	(13,066.55)	2.68	2.68	1.26
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	1,825,000.00	MORGANST		99.83	1,821,934.00	(6,773.03)	(6,603.45)	2.85	2.85	1.31
US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	3,950,000.00	NOMURA		100.45	3,967,897.45	(15,584.97)	(14,781.65)	2.93	2.93	1.35
US TREASURY NOTES DTD 01/31/2014 1.500% 01/31/2019	912828B33	2,500,000.00	MORGANST		100.35	2,508,790.00	(389.69)	(374.43)	2.99	2.99	1.38
Security Type Sub-Total		23,640,000.00				23,583,923.80	(72,994.57)	(87,362.97)	2.36	2.36	1.19
Municipal Bond / Note											
ORANGE CNTY, CA TXBL REV PO BONDS DTD 01/13/2015 0.780% 05/02/2016	68428LDJ0	875,000.00	JPMCHASE		100.04	875,367.50	367.50	367.50	0.33	0.33	0.65



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Municipal Bond / Note											
UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.907% 05/15/2016	91412GSX4	135,000.00	BARCLAYS		100.14	135,182.25	182.25	182.25	0.37	0.37	0.54
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.194% 07/01/2016	13017HACO	225,000.00	GOLDMAN		100.19	225,416.25	416.25	416.25	0.50	0.50	0.82
CA ST TAXABLE GO BONDS DTD 11/05/2013 1.250% 11/01/2016	13063CFD7	950,000.00	CITIGRP		100.31	952,935.50	(1,520.00)	1,679.22	0.83	0.83	0.88
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	150,000.00	GOLDMAN		100.49	150,733.50	733.50	733.50	1.46	1.46	1.49

Security Type Sub-Total		2,335,000.00				2,339,635.00	179.50	3,378.72	0.63	0.63	0.81
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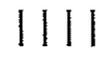
Federal Agency Collateralized Mortgage Obligation											
FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	380,000.00	MERRILL		100.30	381,153.64	(2,643.51)	(1,293.93)	1.96	1.88	1.41
FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANJY4	325,000.00	GOLDMAN		99.90	324,683.97	(3,564.86)	(2,703.53)	2.09	2.05	1.55
FNMA SERIES 2015-M3 FA DTD 02/01/2015 0.447% 06/01/2018	3136AMMC0	240,543.76	GOLDMAN		99.97	240,469.38	(11.53)	(37.87)	0.08	2.28	0.45
FNMA SERIES 2015-M15 ASQ2 DTD 11/01/2015 1.898% 01/01/2019	3136AOSW1	295,000.00	GOLDMAN		100.64	296,879.92	(1,070.05)	(1,070.05)	2.37	2.74	1.62
FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AQD00	640,000.00	MORGANST		99.85	639,024.26	(7,384.64)	(7,065.38)	2.69	3.41	1.66

Security Type Sub-Total		1,880,543.76				1,882,211.17	(14,674.59)	(12,170.76)	2.05	2.61	1.43
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Federal Agency Bond / Note											
FHLB GLOBAL NOTES DTD 05/15/2015 0.625% 05/30/2017	3130A5EP0	1,420,000.00	CITIGRP		99.53	1,413,354.40	(5,467.00)	(5,827.38)	1.41	1.41	0.96
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	2,175,000.00	BARCLAYS		99.83	2,171,382.98	(3,471.29)	(3,540.03)	1.55	1.55	1.11

Security Type Sub-Total		3,595,000.00				3,584,737.38	(8,938.29)	(9,367.41)	1.49	1.49	1.05
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Corporate Note





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Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
Corporate Note												
WELLS FARGO & COMPANY	DTD 07/29/2013 1.250% 07/20/2016	94974BFL9	1,025,000.00	WELLSFAR		100.16	1,026,619.50	2,603.50	1,805.31	0.55	0.55	0.96
AMERICAN HONDA FINANCE GLOBAL NOTES	DTD 10/10/2013 1.125% 10/07/2016	02665WAB7	585,000.00	BARCLAYS		100.08	585,468.59	2,504.39	997.30	0.76	0.76	1.02
JPMORGAN CHASE & CO	DTD 02/18/2014 1.350% 02/15/2017	46623EJY6	1,000,000.00	JPMCHASE		99.80	997,985.00	(1,515.00)	(1,824.96)	1.10	1.10	1.53
APPLE INC CORP NOTE	DTD 05/06/2014 1.050% 05/05/2017	037833AM2	1,000,000.00	DEUTSCHE		100.06	1,000,587.00	1,117.00	826.74	1.33	1.33	1.01
JOHN DEERE CAPITAL CORP NOTES	DTD 06/12/2014 1.125% 06/12/2017	24422ESN0	1,065,000.00	HSBC		99.80	1,062,884.91	(1,614.54)	(1,871.51)	1.43	1.43	1.26
HSBC USA INC	DTD 06/23/2014 1.300% 06/23/2017	40434CAA3	565,000.00	HSBC		99.47	561,990.81	(2,150.39)	(2,581.84)	1.46	1.46	1.67
PEPSICO, INC	DTD 07/17/2015 1.125% 07/17/2017	713448CW6	1,000,000.00	JPMCHASE		99.99	999,927.00	247.00	174.73	1.52	1.52	1.13
CATERPILLAR FINANCIAL SE	DTD 08/20/2014 1.250% 08/18/2017	14912L6D8	770,000.00	CITIGRP		99.64	767,240.32	(2,374.68)	(2,548.18)	1.60	1.60	1.47
AMERICAN EXPRESS CREDIT CORP NOTES	DTD 09/23/2014 1.550% 09/22/2017	0258M0DR7	370,000.00	DEUTSCHE		99.96	369,851.26	347.06	139.45	1.69	1.69	1.57
IBM CORP NOTES	DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	1,750,000.00	CITIGRP		99.33	1,738,282.00	(6,380.50)	(7,966.53)	2.05	2.05	1.45
MCDONALDS CORP NOTES	DTD 02/29/2008 5.350% 03/01/2018	58013MEE0	625,000.00	SUSQUEHA		107.08	669,230.63	(28,100.62)	(10,058.12)	2.03	2.03	1.99
EXXON MOBIL CORP NOTES	DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	1,400,000.00	JPMCHASE		99.84	1,397,775.40	(2,224.60)	(2,224.60)	2.13	2.13	1.38
AMERICAN HONDA FINANCE CORP NOTES	DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	750,000.00	MORGANST		99.27	744,501.00	(4,494.00)	(4,757.63)	2.14	2.14	1.84
PEPSICO, INC CORP NOTES	DTD 04/30/2015 1.250% 04/30/2018	713448CR7	275,000.00	MERRILL		99.64	273,996.80	(970.20)	(977.46)	2.29	2.29	1.41
TEXAS INSTRUMENTS CORP NOTE	DTD 05/08/2013 1.000% 05/01/2018	882508AV6	890,000.00	JEFFERIE		98.61	877,669.94	(7,532.96)	(8,662.76)	2.29	2.29	1.61
CONOCOPHILLIPS COMPANY CORP NOTE	DTD 05/18/2015 1.500% 05/15/2018	20826FAL0	240,000.00	MERRILL		98.17	235,601.28	(4,369.92)	(4,375.69)	2.31	2.31	2.30





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Corporate Note											
GLAXOSMITHKLINE CAP INC NOTES DTD 05/13/2008 5.650% 05/15/2018	377372AD9	525,000.00	1ST TENN		108.99	572,184.90	(22,183.35)	(6,052.24)	2.23	2.23	1.76
BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	1,400,000.00	GOLDMAN	04/22/18	99.63	1,394,764.00	(5,110.00)	(5,133.10)	2.33	2.33	1.76
BANK OF AMERICA BANK NOTES DTD 06/05/2015 1.750% 06/05/2018	06050TMC3	700,000.00	MERRILL		99.36	695,499.70	(5,942.30)	(5,825.96)	2.36	2.36	2.02
CISCO SYSTEMS INC CORP NOTE DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	1,205,000.00	GOLDMAN		100.42	1,210,035.70	5,240.55	5,204.79	2.40	2.40	1.48
TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	725,000.00	JPMCHASE		99.76	723,287.55	(1,096.20)	(1,190.19)	2.46	2.46	1.65
AMERICAN EXPRESS CRD CRP NT (CALLABLE) DTD 07/31/2015 1.800% 07/31/2018	0258M0DV8	700,000.00	MERRILL	06/30/18	99.82	698,747.70	(3,961.30)	(3,743.12)	2.49	2.49	1.87
Security Type Sub-Total		18,565,000.00				18,604,130.99	(87,961.06)	(60,645.57)	1.85	1.85	1.50
Certificate of Deposit											
GOLDMAN SACHS BANK USA CD DTD 08/19/2014 0.900% 08/12/2016	38147J2L5	1,375,000.00	GOLDMAN		99.92	1,373,838.13	(1,161.87)	(1,161.87)	0.61	0.61	1.02
CANADIAN IMPERIAL BANK NY YCD DTD 04/10/2015 1.010% 04/06/2017	13606JYY9	1,400,000.00	GOLDMAN		99.52	1,393,245.00	(6,755.00)	(6,755.00)	1.26	1.26	1.38
RABOBANK NEDERLAND NV CERT DEPOS DTD 04/27/2015 1.070% 04/21/2017	21684BXH2	1,700,000.00	GOLDMAN		99.52	1,691,840.00	(8,160.00)	(8,160.00)	1.30	1.30	1.43
BMO HARRIS BANK NA CD DTD 10/23/2015 1.000% 04/24/2017	05574BFW5	1,400,000.00	MERRILL		99.73	1,396,178.00	(3,822.00)	(3,822.00)	1.30	1.30	1.22
NORDEA BANK FINLAND NY CD DTD 05/29/2015 1.150% 05/26/2017	65558LFA5	1,400,000.00	MERRILL		99.43	1,392,020.00	(7,980.00)	(7,980.00)	1.39	1.39	1.15
TORONTO DOMINION BANK NY YCD DTD 06/19/2015 1.240% 06/16/2017	89113ESN7	1,400,000.00	TD SEC U		99.77	1,396,822.00	(3,178.00)	(3,178.00)	1.45	1.45	1.40
SVENSKA HANDELSBANKEN NY FLT CERT DEPOS DTD 11/24/2015 0.832% 08/24/2017	86958DH54	1,400,000.00	MERRILL		99.94	1,399,181.00	(819.00)	(819.00)	0.25	1.64	0.88



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Certificate of Deposit											
US BANK NA CINCINNATI (CALLABLE) CD DTD 09/11/2014 1.375% 09/11/2017	90333VPP1	1,375,000.00	US BANK	08/11/17	99.63	1,369,923.50	(2,862.75)	(3,826.21)	1.69	1.69	1.56
BANK OF NOVA SCOTIA HOUSTON YCD DTD 11/09/2015 1.560% 11/06/2017	06417GAS7	1,400,000.00	UBS AG		99.87	1,398,201.00	(1,799.00)	(1,799.00)	1.84	1.84	1.61
SKANDINAVISKA ENSKILDA BANKEN NY CD DTD 11/17/2015 1.480% 11/16/2017	83050FBG5	1,400,000.00	GOLDMAN		99.61	1,394,498.00	(5,502.00)	(5,502.00)	1.86	1.86	1.59
HSBC BANK USA NA FLOATING CERT DEPOS DTD 11/18/2015 0.954% 11/17/2017	40428AR41	1,400,000.00	HSBC		99.98	1,399,657.00	(343.00)	(343.00)	0.25	1.86	0.98
Security Type Sub-Total		15,650,000.00				15,605,403.63	(42,382.62)	(43,346.08)	1.20	1.47	1.29
Asset-Backed Security / Collateralized Mortgage Obligation											
HONDA ABS 2015-1 A2 DTD 01/28/2015 0.700% 06/15/2017	43814KAB7	226,536.37	MERRILL		99.90	226,315.59	(208.96)	(214.16)	0.34	0.98	0.80
TOYOTA ABS 2015-A A2 DTD 03/04/2015 0.710% 07/15/2017	89236WAB4	227,267.08	JPMCHASE		99.92	227,075.56	(189.36)	(190.23)	0.34	1.01	0.79
FORD ABS 2014-C A2 DTD 11/25/2014 0.610% 08/15/2017	34530PAC6	282,970.53	MERRILL		99.97	282,875.96	(85.06)	(89.37)	0.21	1.29	0.64
HONDA ABS 2015-2 A3 DTD 05/20/2015 1.040% 02/21/2019	43813NAC0	495,000.00	JPMCHASE		99.43	492,192.21	(2,731.81)	(2,746.43)	1.56	2.30	1.29
CITIBANK ABS 2014-A2 A2 DTD 03/05/2014 1.020% 02/22/2019	17305EFN0	525,000.00	BARCLAYS		99.76	523,742.26	(539.97)	(655.82)	1.12	1.59	1.17
TOYOTA ABS 2015-B A3 DTD 06/17/2015 1.270% 05/15/2019	89237CAD3	680,000.00	CITIGRP		99.57	677,067.98	(2,895.23)	(2,901.28)	1.72	2.29	1.46
NISSAN ABS 2015-A A3 DTD 04/14/2015 1.050% 10/15/2019	65477UAC4	515,000.00	MERRILL		99.31	511,453.20	(3,438.55)	(3,457.88)	1.54	3.13	1.27
FORD ABS 2015-B A3 DTD 05/26/2015 1.160% 11/15/2019	34530VAD1	350,000.00	RBC CAP		99.27	347,430.65	(2,536.98)	(2,541.68)	1.60	3.39	1.38
FORD ABS 2015-C A3 DTD 09/22/2015 1.410% 02/15/2020	34530YAD5	360,000.00	MERRILL		99.55	358,371.25	(1,558.69)	(1,563.59)	2.00	3.53	1.54
NISSAN ABS 2015-B A3 DTD 07/22/2015 1.340% 03/15/2020	65475WAD0	340,000.00	CITIGRP		99.41	337,977.95	(1,995.02)	(1,998.04)	2.32	3.24	1.52





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Asset-Backed Security / Collateralized Mortgage Obligation											
BANK OF AMER CREDIT CARD TR 2015-A2 DTD 04/29/2015 1.360% 09/15/2020	05522RCU0	495,000.00	CSFB		99.32	491,644.74	(4,070.69)	(4,051.29)	2.22	2.31	1.65
Security Type Sub-Total		4,496,773.98				4,476,147.35	(20,250.32)	(20,409.77)	1.49	2.37	1.29
Managed Account Sub-Total		70,162,317.74				70,076,189.32	(247,021.95)	(229,923.84)	1.80	1.93	1.29
Securities Sub-Total		\$70,162,317.74				\$70,076,189.32	(\$247,021.95)	(\$229,923.84)	1.80	1.93	1.29%
Accrued Interest						\$189,490.36					
Total Investments						\$70,265,679.68					





Managed Account Security Transactions & Interest

For the Month Ending December 31, 2015

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY											
	12/01/15	12/04/15	US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	3,950,000.00	(3,983,482.42)	(25,277.85)	(4,008,760.27)			
	12/28/15	12/30/15	US TREASURY NOTES DTD 01/31/2014 1.500% 01/31/2019	912828B33	2,500,000.00	(2,509,179.69)	(15,489.13)	(2,524,668.82)			
Transaction Type Sub-Total					6,450,000.00	(6,492,662.11)	(40,766.98)	(6,533,429.09)			
INTEREST											
	12/01/15	12/25/15	FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AODO0	640,000.00	0.00	877.87	877.87			
	12/01/15	12/25/15	FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	380,000.00	0.00	514.90	514.90			
	12/01/15	12/25/15	FNMA SERIES 2015-M3 FA DTD 02/01/2015 0.447% 06/01/2018	3136AMMC0	240,840.98	0.00	89.76	89.76			
	12/01/15	12/25/15	FNMA SERIES 2015-M15 ASQ2 DTD 11/01/2015 1.898% 01/01/2019	3136AOSW1	295,000.00	0.00	466.86	466.86			
	12/01/15	12/25/15	FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANJY4	325,000.00	0.00	419.79	419.79			
	12/05/15	12/05/15	BANK OF AMERICA BANK NOTES DTD 06/05/2015 1.750% 06/05/2018	06050TMC3	700,000.00	0.00	6,125.00	6,125.00			
	12/12/15	12/12/15	JOHN DEERE CAPITAL CORP NOTES DTD 06/12/2014 1.125% 06/12/2017	24422ESN0	1,065,000.00	0.00	5,990.63	5,990.63			
	12/15/15	12/15/15	FORD ABS 2015-C A3 DTD 09/22/2015 1.410% 02/15/2020	34530YAD5	360,000.00	0.00	423.00	423.00			
	12/15/15	12/15/15	NISSAN ABS 2015-A A3 DTD 04/14/2015 1.050% 10/15/2019	65477UAC4	515,000.00	0.00	450.63	450.63			
	12/15/15	12/15/15	HONDA ABS 2015-1 A2 DTD 01/28/2015 0.700% 06/15/2017	43814KAB7	254,628.23	0.00	148.53	148.53			
	12/15/15	12/15/15	CISCO SYSTEMS INC CORP NOTE DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	1,205,000.00	0.00	9,830.79	9,830.79			
	12/15/15	12/15/15	TOYOTA ABS 2015-B A3 DTD 06/17/2015 1.270% 05/15/2019	89237CAD3	680,000.00	0.00	719.67	719.67			
	12/15/15	12/15/15	FORD ABS 2015-B A3 DTD 05/26/2015 1.160% 11/15/2019	34530VAD1	350,000.00	0.00	338.33	338.33			

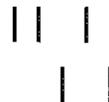


Managed Account Security Transactions & Interest

For the Month Ending **December 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											
	12/15/15	12/15/15	NISSAN ABS 2015-B A3 DTD 07/22/2015 1.340% 03/15/2020	65475WAD0	340,000.00	0.00	379.67	379.67			
	12/15/15	12/15/15	TOYOTA ABS 2015-A A2 DTD 03/04/2015 0.710% 07/15/2017	89236WAB4	252,830.20	0.00	149.59	149.59			
	12/15/15	12/15/15	FORD ABS 2014-C A2 DTD 11/25/2014 0.610% 08/15/2017	34530PAC6	336,365.25	0.00	170.99	170.99			
	12/15/15	12/15/15	BANK OF AMER CREDIT CARD TR 2015-A2 DTD 04/29/2015 1.360% 09/15/2020	05522RCU0	495,000.00	0.00	561.00	561.00			
	12/21/15	12/21/15	HONDA ABS 2015-2 A3 DTD 05/20/2015 1.040% 02/21/2019	43813NAC0	495,000.00	0.00	429.00	429.00			
	12/23/15	12/23/15	HSBC USA INC DTD 06/23/2014 1.300% 06/23/2017	40434CAA3	565,000.00	0.00	3,672.50	3,672.50			
	12/31/15	12/31/15	US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	3,950,000.00	0.00	29,625.00	29,625.00			
	12/31/15	12/31/15	US TREASURY NOTES DTD 07/02/2012 0.750% 06/30/2017	912828TB6	1,775,000.00	0.00	6,656.25	6,656.25			
Transaction Type Sub-Total					15,219,664.66	0.00	68,039.76	68,039.76			
PAYDOWNS											
	12/01/15	12/25/15	FNMA SERIES 2015-M3 FA DTD 02/01/2015 0.447% 06/01/2018	3136AMMC0	297.22	297.22	0.00	297.22	0.08	0.00	
	12/15/15	12/15/15	HONDA ABS 2015-1 A2 DTD 01/28/2015 0.700% 06/15/2017	43814KAB7	28,091.86	28,091.86	0.00	28,091.86	1.47	0.00	
	12/15/15	12/15/15	TOYOTA ABS 2015-A A2 DTD 03/04/2015 0.710% 07/15/2017	89236WAB4	25,563.12	25,563.12	0.00	25,563.12	0.24	0.00	
	12/15/15	12/15/15	FORD ABS 2014-C A2 DTD 11/25/2014 0.610% 08/15/2017	34530PAC6	53,394.72	53,394.72	0.00	53,394.72	1.79	0.00	
Transaction Type Sub-Total					107,346.92	107,346.92	0.00	107,346.92	3.58	0.00	
SELL											
	12/02/15	12/04/15	CA ST TXBL GO BONDS DTD 03/27/2013 1.050% 02/01/2016	13063BN73	550,000.00	550,588.50	1,973.13	552,561.63	(1,270.50)	483.97	SPEC LOT





Managed Account Security Transactions & Interest

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

CITY OF ANTIOCH, CA - 04380500

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
SELL										
12/02/15	12/04/15	BERKSHIRE HATHAWAY FIN GLOBAL NOTES DTD 08/15/2013 0.950% 08/15/2016	084664BX8	930,000.00	931,860.00	2,675.04	934,535.04	2,352.90	1,975.78	SPEC LOT
12/02/15	12/04/15	FHLB NOTES DTD 08/07/2014 0.500% 09/28/2016	3130A2T97	860,000.00	858,632.60	788.33	859,420.93	567.60	(626.48)	SPEC LOT
12/02/15	12/04/15	FNMA NOTES DTD 08/19/2011 1.250% 09/28/2016	3135G0CM3	970,000.00	974,326.20	2,222.92	976,549.12	(10,229.72)	314.30	SPEC LOT
12/02/15	12/04/15	FNMA NOTES DTD 08/19/2011 1.250% 09/28/2016	3135G0CM3	655,000.00	657,921.30	1,501.04	659,422.34	(6,753.05)	254.64	SPEC LOT
12/28/15	12/30/15	US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	835,000.00	835,945.90	598.87	836,544.77	(6,229.88)	(1,269.15)	SPEC LOT
12/28/15	12/30/15	US TREASURY NOTES DTD 01/03/2012 0.875% 12/31/2016	912828RX0	1,650,000.00	1,651,804.69	7,179.52	1,658,984.21	(4,382.81)	(1,219.05)	SPEC LOT
Transaction Type Sub-Total				6,450,000.00	6,461,079.19	16,938.85	6,478,018.04	(25,945.46)	(85.99)	
Managed Account Sub-Total					75,764.00	44,211.63	119,975.63	(25,941.88)	(85.99)	
Total Security Transactions					\$75,764.00	\$44,211.63	\$119,975.63	(\$25,941.88)	(\$85.99)	



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Ordinance Prohibiting the Cultivation of Marijuana

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached Ordinance Prohibiting the Cultivation of Marijuana within the City of Antioch.

This recommendation is consistent with the action of the Council on January 12, 2016.

STRATEGIC PURPOSE

Strategy L-4: Implement City Council policies and direction; and Strategy N-1: Effectively and efficiently provide legal services in support of the City's policies, procedures and initiatives, Short Term Objectives: Continue to handle matters from Council and Staff in a timely and efficient manner, as resources allow.

FISCAL IMPACT

None.

DISCUSSION

The ordinance was introduced by the Council on January 12, 2016. The Council made no changes to the ordinance at that meeting.

ATTACHMENT

A. Ordinance Prohibiting Cultivation

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING PORTIONS OF CHAPTER 21 OF TITLE 5 OF THE ANTIOCH
MUNICIPAL CODE, DEALING WITH CULTIVATION OF MARIJUANA**

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

SECTION 1. The cultivation of marijuana has the potential to lead to nuisances and criminal activity. Growing marijuana plants emit an odor that can be considered to be noxious and can interfere with the quiet enjoyment of neighboring properties. Also, marijuana cultivation can be attractive to burglars wishing to steal the plants, which can lead to violent confrontations with the plant owners. This ordinance is intended to address these concerns.

SECTION 2. Section 5-21.02 of the Antioch Municipal Code, *CULTIVATION*, is amended to read as follows:

CULTIVATION. The planting, growing, harvesting, drying or processing of marijuana plants, or any part thereof.

SECTION 3. Section 5-21.02 of the Antioch Municipal Code, *MEDICAL MARIJUANA FACILITY*, paragraph (f) is hereby deleted.

SECTION 4. Section 5-21.03 is hereby amended to read as follows:

5-21.03 PROHIBITION OF MEDICAL MARIJUANA FACILITIES.

- (A) Medical marijuana facilities, as defined herein, including the cultivation thereof, are prohibited in the city. No person or entity shall operate, locate or otherwise permit or suffer a marijuana facility within the city.
- (B) The city shall not issue, approve or grant any permit, license or other entitlement for the establishment or operation of any medical marijuana facility, or for any cultivation thereof.
- (C) The prohibition in paragraphs (A) and (B) of this section include, without limitation, renting, leasing or otherwise permitting a medical marijuana facility to occupy or use a location, building, structure or vehicle.
- (D) Any violation of this Chapter is a public nuisance. A civil administrative citation may be issued for any violation of this Chapter. Additionally, the city retains all rights and remedies under civil law to enforce the provisions of this Chapter.

SECTION 5. This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), Review for Exemption, because it can be seen with certainty that the project will not have a significant effect on the environment; therefore the project is not subject to CEQA.

SECTION 6. In the event that any section or portion of this ordinance shall be determined to be invalid or unconstitutional, such section or portion shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

SECTION 7. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation, or by publishing a summary of the proposed ordinance, posting a certified copy of the proposed ordinance in the City Clerk’s Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council Members voting for and against the ordinance.

* * * * *

I **HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on _____, 2016 and passed and adopted at a regular meeting thereof, held on _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MAYOR OF THE CITY OF ANTIOCH

ATTEST:

CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alexis Morris, Senior Planner *AM*

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

SUBJECT: Heidorn Village Project - Second Reading of Ordinance (PD-14-02, UP-14-08, AR-14-03, PW 695)

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 Mission Peak Homes, Inc.
2. Adopt the Ordinance approving a rezone from Planned Development District (PD) to Planned Development District (PD-14-02).

DISCUSSION

The adoption of an Ordinance requires two separate readings. The two subject Ordinances were approved at the January 12, 2016 City Council meeting as part of the Heidorn Village residential development project. This second reading will finalize the adoption of these Ordinances.

ATTACHMENTS

- A. Ordinance approving a Development Agreement between the City of Antioch and Mission Peak Homes, Inc. (Exhibit A - Development Agreement)
- B. Ordinance approving a rezone from Planned Development District (PD) to Planned Development District (PD-14-02) (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 MISSION PEAK HOMES, INC., FOR THE HEIDORN VILLAGE 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 November 4, 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 January 12, 2016 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 Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program 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 12th day of January, 2016, and passed and adopted at a regular meeting thereof, held on the 26th day of 2016, 2016.

AYES:

NOES:

ABSENT:

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch

AZ

EXHIBIT A

RECORDING 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)
Exempt from Recording Fees Pursuant to Gov. Section 27383

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND MISSION PEAK HOMES, INC.

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and Mission Peak Homes, Inc., a California corporation ("**Developer**") (each a "**Party**" and collectively the "**Parties**"), pursuant to the authority of Division 1, 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. Developer has an interest in that approximately 20.3 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 of 117 units (the "**Project**").

C. In order to effectuate development of the Project, Developer has submitted an application for a Rezoning as required under the Planned Development zoning ("**Rezoning Amendment**"), a Use Permit, a vesting tentative map to subdivide the Property ("**Tentative Map**") and design review approvals. The approvals listed above are sometimes referred to as "**Project Approvals**" and are set forth in Exhibit B.

D. An Initial Study/Mitigated Negative Declaration was prepared in accordance with CEQA to provide the environmental analysis on the Project Approvals. Any mitigation conditions imposed on the Project by the terms of the Initial Study/Mitigated Negative Declaration shall also be included as a part of the Project Approvals.

E. Developer and the City desire to enter into this Agreement to vest Developer 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 Developer 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 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 Developer to complete the Project as provided in this Agreement.

F. On November 4, 2015, at a duly noticed public hearing, the Planning Commission considered and recommended approval of the Mitigated Negative Declaration, Rezoning Amendment, Use Permit, Tentative Map and this Agreement to the City Council pursuant to Resolution No. 2015/25.

G. On January 12, 2016, at a duly noticed public hearing, the City Council approved the 1) Mitigated Negative Declaration pursuant to Resolution No. 2016/05, 2) Rezoning Amendment pursuant to Ordinance No. _____, 3) Use Permit pursuant to Resolution No. 2016/06, and 4) Tentative Map pursuant to Resolution No. 2016/06.

H. 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.*

I. On January 26, 2016, 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 for ten years from the Effective Date (the “**Term**”). The expiration of the Term shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Developer 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 DEVELOPER

2.1. Obligations of Developer Generally. Developer shall have no obligation to proceed with, or complete the Project at any particular time or at all. However, if Developer 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, maximum height and size of buildings 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. Developer shall pay when due all applicable development fees in effect as of the Effective Date, and shall pay such fees at the rates and in the amounts applicable at the time of payment. Developer has agreed to complete certain improvements required by the Project Approvals to Prewett Ranch Road and Heidorn Ranch Road, as described in the Project Approvals, and shall therefore not be subject to any future traffic fees related to roadway improvements.

2.4. Processing Fees. In addition, Developer 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.

2.5. Construction and Timing of Improvements. Developer shall construct the improvements required by, and more particularly described in, the Project Approvals set forth in Exhibit B, and the conditions of approval required by such Project Approvals. Developer 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.

2.6. Subdivision and Other Agreements; Multiple Final Maps. Developer 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. Developer may file multiple final maps in accordance with 3.5 below.

2.7. Prewett Ranch Road.

2.7.1 Construction. Developer shall design, construct and install interim and ultimate improvements to Prewett Ranch Road, as more particularly described in the conditions of approval attached in Exhibit B, and depicted on the Tentative Map (“**Prewett Ranch Road Improvements**”).

2.7.2 Reimbursement.

(a) Prior to the recording of the first final map for the Project, Developer may establish a Community Facilities District or other land-based financing mechanism, at the discretion and sole cost of Developer, which mechanism shall provide for the construction of the Prewett Ranch Road Improvements, and establish fair and reasonable

assessments of each affected property owner. City shall reasonably cooperate with Developer in the formation of such financing mechanism. Alternatively, Developer and City may pursue another mechanism, such as a reimbursement agreement, to provide for reimbursement to Developer, as described in Section 2.7.2(b) and (c) below, provided such method is acceptable to the City in its reasonable discretion.

(b) Pursuant to the reimbursement mechanism determined in accordance with section 2.7.2(a) above, Developer shall be reimbursed for 100 percent of its costs associated with the portion of the Prewett Ranch Road Improvements that consist of the ultimate surface improvements south of the centerline of Prewett Ranch Road, excluding costs associated with the median from Heidorn Ranch Road to Alvar Street.

(c) Pursuant to the reimbursement mechanism determined in accordance with section 2.7.2(a) above, Developer shall be reimbursed for 50 percent of its costs associated with the portion of the Prewett Ranch Road Improvements that consist of the underground improvements that are not required to serve the Property.

(d) City shall condition future developers to reimburse Developer for their portion of the costs of the Prewett Ranch Road Improvements, if and when such properties develop, based on the reimbursement mechanism put in place by the Parties pursuant to section 2.7.2(a) above.

2.8. Heidorn Ranch Road.

2.8.1 Construction. Developer shall design, construct and install interim and ultimate improvements to Heidorn Ranch Road, as more particularly described in the conditions of approval attached in Exhibit B, and depicted on the Tentative Map, including those portions located within the City of Brentwood (“**Heidorn Ranch Road Improvements**”).

2.8.2 Reimbursement from City upon Completion. Upon completion by Developer and acceptance by the City of the Heidorn Ranch Road Improvements, City shall reimburse Developer the amount of \$500,000.00, which City previously received for such construction.

2.8.3 Additional Reimbursement.

(a) Prior to the recording of the first final map for the Project, Developer may establish a Community Facilities District or other land-based financing mechanism, at the discretion and sole cost of Developer, which mechanism shall provide for the construction of the Heidorn Ranch Road Improvements, and establish fair and reasonable assessments of each affected property owner. City shall reasonably cooperate with Developer in the formation of such financing mechanism. Alternatively, Developer and City may pursue another mechanism, such as a reimbursement agreement, to provide for reimbursement to Developer of the cost of any oversized infrastructure, provided such method is acceptable to the City in its reasonable discretion.

(b) City shall condition future developers within the City to reimburse Developer for their portion of the costs of the Heidorn Ranch Road Improvements, if and when

such properties develop, based on the reimbursement mechanism put in place by the Parties pursuant to section 2.8.3(a) above.

(c) Further, City shall work in good faith with the City of Brentwood to seek reimbursement to Developer for the costs of those Heidorn Ranch Road Improvements that would serve development within the City of Brentwood as development occurs adjacent to Heidorn Ranch Road and/or the City of Brentwood makes funding available for such reimbursement.

2.9. Sewer Line Improvements.

2.9.1 Construction. Developer shall design and construct sewer improvements to Heidorn Ranch Road as more particularly described in the conditions of approval attached in Exhibit B (“**Sewer Line Improvements**”).

2.9.2 Reimbursement.

(a) Prior to the recording of the first final map for the Project, Developer may establish a Community Facilities District or other land-based financing mechanism, at the discretion and sole cost of Developer, which mechanism shall provide for the construction of the Sewer Line Improvements, and establish fair and reasonable assessments of each affected property owner. City shall reasonably cooperate with Developer in the formation of such financing mechanism. Alternatively, Developer and City may pursue another mechanism, such as a reimbursement agreement, to provide for reimbursement to Developer, provided such method is acceptable to the City in its reasonable discretion.

(b) Pursuant to the financing mechanism determined in accordance with section 2.9.2(a) above, Developer shall be reimbursed for the differential costs associated with (i) a pipe size greater than 8 inches in diameter; and (ii) the additional trench depth necessary to serve developments south of the Project (the “**Sewer Reimbursement Cost**”). The proportionate share applicable to each affected property owner will be determined based upon the estimated number of potential sewer connections at the time of implementation of the reimbursement mechanism. For example, if the Sewer Reimbursement Cost is estimated to be \$200,000 and there are 3,000 estimated sewer connections, the reimbursement would be \$66.67 per connection ($\$200,000/3,000$).

(c) City shall condition future developers within the City to reimburse Developer for their portion of the costs of the Sewer Line Improvements if and when such properties develop, based on the reimbursement mechanism put in place by the Parties pursuant to section 2.9.2(a) above.

2.10. Front Yard Landscaping. Developer shall form an Homeowner’s Association (“**HOA**”) for the Project, which HOA shall maintain the front yards of all homes in the Project. The Covenants, Conditions and Restrictions (“**CC&Rs**”) for the Project shall include provisions regarding the requirement of the HOA to maintain front yard landscaping and shall be subject to City review as set forth in the Project Approvals.

2.11. Police Services Funding.

2.11.1 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, Developer shall create on the Property, a land based financing mechanism in the form of a community facilities district, special tax or other means (“**Financing Mechanism**”). The City and Developer shall work cooperatively in forming the Financing Mechanism. The costs for forming the Financing Mechanism, including consultant costs, shall be paid by Developer (“**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 Developer 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 Developer and distribute that amount to Developer. Developer shall provide the Formation Costs, with supporting documentation, to the City.

2.11.2 Financial Obligation for Developer. 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 2.11 shall be waived by the City 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.

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 Developer’s vested rights provided by this Agreement, and to ensure this Agreement remains in full force and effect. City shall cooperate with Developer 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. Developer shall purchase any and all real property interests necessary to allow it to construct the public improvements required by the Project Approvals and Subsequent Approvals. In the event that an affected property owner has rejected an offer by Developer, based upon fair market value as determined by an appraisal prepared by a City-approved appraiser in cooperation with City, Developer may request City assistance. Provided that Developer 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, and subject to the conditions set forth in the last sentence of this Section 3.2, City shall promptly and timely negotiate and seek the purchase of the necessary property, including if necessary and

appropriate, the City's use of its power of eminent domain to acquire such real property interests. Developer 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 Developer 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 Developer 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 Tentative Map approved by Resolution No. 2016/06 for the term of this Agreement (including any subsequent extensions). The term of this Agreement and of the 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 Tentative Map as provided in Section 66452.12 of the Map Act shall expire no sooner than (a) the 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 Developer 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 Developer will be required to enter into subdivision improvement agreements as set forth in 2.5 above. The City shall allow Developer to file multiple final maps, if Developer 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, where 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, Developer 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 Developer 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 Developer 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 Developer 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 Developer. 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 Developer 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 Developer to freely alienate or transfer all or any portion of the Property. However, Developer 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 Developer (other than a Transfer by Developer 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)), Developer 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 Developer and the Transferee in and under this Agreement and the Project Approvals. Such Transfer Agreement may (i) release Developer from obligations under this 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 Developer to be necessary or appropriate in connection with the transfer or assignment. Developer 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 Developer. 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, Developer 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 Developer 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 Developer, 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 Developer, the City and the Transferee, but shall not release Developer absent express language in the Transfer Agreement. Upon recordation in the Official Records of Contra Costa County of any Transfer Agreement, Developer 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 Developer 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. Mortgage 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 Developer 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 Developer requesting a copy of any notice of default given Developer and specifying the address for notice, then the City shall deliver to the Mortgagee at the Mortgagee’s cost, concurrently with delivery to Developer, any notice with respect to any claim by the City that Developer committed an event of default. Each Mortgagee shall have the right during the same period available to Developer 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; INDEMNITY

6.1. Indemnity. Developer 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 by 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. Developer shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not unreasonably be withheld. Developer 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, Developer, or any other party) in any legal action in which its Developer’ duties to defend, indemnify, and hold the City harmless arise under this Section. City shall promptly notify Developer of any action filed and the Parties shall cooperate fully in the defense of any such action.

6.2. Limitations on Indemnity. The parties expressly recognize that the obligations stated in this Article do not require or contemplate that Developer shall indemnify or hold harmless or be responsible for any error, omission, tortious act, 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.

ARTICLE 7 DEFAULT; TERMINATION; ANNUAL REVIEW

7.1. Default.

7.1.1 Remedies In General; No Damages. City and Developer 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 the non-defaulting Party may exercise any of the remedies available.

7.1.3 Procedure for Default by Developer. If Developer 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 Developer pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Developer 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**”). Developer 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 Developer by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Developer 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 Developer to be in default under this Agreement, then after notice and expiration of the cure period and completion of the dispute resolution procedures below, Developer 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 Developer, 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 Developer’ 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 Developer. 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, Developer 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 Developer is in good-faith compliance with the terms of the Agreement and, if they have concerns about Developer’s 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 Developer 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 Developer's performance. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's 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 Developer 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 Developer 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 Developer in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Developer 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 Developer 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 Developer 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 Developer and that there are no uncured defaults in the performance of Developer, except as may be represented by Developer. Developer 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 of the Statute.

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 Developer, 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, Developer, 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 Developer disclaim the existence of any form of agency relationship, joint venture or partnership between the City and Developer. 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 Developer.

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 if 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 Developer:

Mission Peak Homes, Inc.
Attention: John Wong, President
47289 Mission Falls Court
Fremont, CA 94539

In this Agreement "City business days" means days that the Antioch City Hall is open for business and does not currently include 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 Developer. The following exhibits are attached to this Agreement and incorporated for all purposes:

- Exhibit A Property Description described in Recital B.
- Exhibit B Developer Project Approvals described in Recital C.
- Exhibit C Ordinance approving this Agreement described in Recital I.

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 Developer and the City as of the Effective Date.

CITY:

City of Antioch, a municipal corporation

By: _____,

APPROVED AS TO FORM:

By: _____
_____,
City Attorney

ATTEST:

By: _____
_____,
City Clerk

DEVELOPER:

Mission Peak Homes, Inc., a California Corporation

By: _____
John S. Wong, President

APPROVED AS TO FORM:

By: _____
Michael H. Weed
Attorney for Developer

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EXHIBIT A

Property Description described in Recital B

AZI

Exhibit B

Developer Project Approvals described in Recital C

EXHIBIT C

Ordinance approving this Agreement described in Recital I

ATTACHMENT "B"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE TO PLANNED DEVELOPMENT DISTRICT (PD-14-02) FOR THE HEIDORN VILLAGE PROJECT (APNs 056-130-013, -015, -017, -018)

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

Section 1: The City Council determined on January 12, 2016 that, pursuant to Section 15164 of the Guidelines of the California Environmental Quality Act, that the appropriate environmental document for the project is an Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

Section 2: At its regular meeting of November 4, 2015, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property to Planned Development District (PD-14-02) for the Heidorn Village Project.

Section 3: The real property described in Exhibit A, attached hereto, is hereby rezoned to Planned Development District (PD-14-02) for the Heidorn Village Project.

Section 4: The development standards, as defined below, for the subject property (APNs 056-130-013, -015, -017, -018), known as the Heidorn Village Project, are herein incorporated into this ordinance, and are binding upon said property.

Development Standards for the Proposed Heidorn Village Planned Development District (PD-14-02)

Standard	PD Zoning Standards
Maximum Density	6 dwelling units per gross developable acre
Maximum Number of Units	117
Minimum Lot Size	4,000 s.f.
Minimum Lot Width	All lots shall have a minimum width of 50 feet at a distance of 20 feet from the right-of-way with the exception of lots 17, 97-99, 103, 104.
Minimum Front Yard Setbacks from Property Line (reserved for landscaping only, excluding driveways)	20 feet to garage 15 feet to front of house 10 feet to front porch
Minimum Side Yard Setbacks from Property Line (reserved for landscaping only)	Interior lot: 5 feet Corner lot: 5 feet street side setback. No part of a house, landscaping, or fence shall obstruct the required clear vision zone at an intersection.

Standard	PD Zoning Standards
Minimum Rear Yard Setbacks from Property Line (including patio covers)	10 feet on single story homes 15 feet on two story homes
Accessory Structure Setbacks	Interior lot: side yard and rear yard setback is zero Corner lot: street side setback is 20 feet and rear and interior side setback is zero
Maximum Building Height	35 feet
Maximum Lot Coverage (including accessory buildings and patio covers)	55%
Minimum Parking and Driveways	20 foot long by 20 foot wide driveway. One minimum 20 foot long on-street guest parking space per house.

Section 5: The City Council finds that the public necessity requires the proposed zone change, 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 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 12th of January, 2016, and passed and adopted at a regular meeting thereof, held on the 26th day of January, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch

BZ

EXHIBIT A

Order Number: 0192-2262005
Page Number: 6

LEGAL DESCRIPTION

Real property in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

PARCEL "A" AS SAID PARCEL IS SHOWN ON THE MAP THEREOF FILED DECEMBER 1, 1976, IN BOOK 50 OF PARCEL MAPS, PAGE 25, CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL ONE ABOVE FOR USE AS A ROADWAY FOR VEHICLES OF ALL KINDS, PEDESTRIANS, AND ANIMALS, AND AS RIGHT OF WAY FOR WATER, GAS, OIL AND SEWER PIPE LINES, AND FOR TELEVISION, TELEPHONE, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH THE NECESSARY POLES OR CONDUITS TO CARRY SAID LINES OVER A PORTION OF PARCEL "B", OF PARCEL MAP, FILED DECEMBER 1, 1976, IN BOOK 50 OF PARCEL MAPS, PAGE 25, CONTRA COSTA COUNTY RECORDS, SHOWN AS "AREA DEDICATED TO CONTRA COSTA COUNTY" ON THE ABOVE MAP.

PARCEL THREE:

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL ONE ABOVE, GRANTED IN THE DEED TO WILLIAM DELUCCHI, ET UX, RECORDED JANUARY 19, 1976 IN BOOK 7741, PAGE 425, OFFICIAL RECORDS, AS FOLLOWS:

"A NON-EXCLUSIVE EASEMENT FOR IRRIGATION PURPOSES, AND RIGHTS INCIDENTAL THERETO, TO BE APPURTENANT TO PARCELS "A" AND "B", RECORD OF SURVEY MAP, FILED FEBRUARY 5, 1965, IN BOOK 32 LICENSED SURVEYORS MAPS, PAGE 36, CONTRA COSTA COUNTY RECORDS, IN, UNDER, ALONG AND THROUGH THE EASTERLY 20.00 FEET (RIGHT ANGLE MEASUREMENTS) OF PARCEL "C" OF SAID MAP (32 LSM 36)."

PARCEL FOUR:

PARCEL "C" AS SAID PARCEL IS SHOWN ON THE MAP THEREOF FILED DECEMBER 1, 1976, IN BOOK 50 OF PARCEL MAPS, PAGE 25, RECORDS OF CONTRA COSTA COUNTY.

PARCEL FIVE:

"A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL FOUR ABOVE, GRANTED IN THE DEED TO MAURICE LAHUE, ET UX, RECORDED FEBRUARY 25, 1977, IN BOOK 8218, PAGE 136, OFFICIAL RECORDS, AS FOLLOWS:

"A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL ONE ABOVE FOR USE AS A ROADWAY FOR VEHICLES OF ALL KINDS, PEDESTRIANS AND ANIMALS, AND AS A RIGHT OF WAY FOR WATER, GAS, OIL AND SEWER PIPE LINES, AND FOR TELEVISION, TELEPHONE, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH THE NECESSARY POLES OR CONDUITS TO CARRY SAID LINES OVER A PORTION OF PARCEL "B" OF PARCEL MAP FILED DECEMBER 1, 1976, IN BOOK 50 OF PARCEL MAPS, PAGE 25, CONTRA COSTA COUNTY RECORDS, SHOWN AS "AREA DEDICATED TO CONTRA COSTA COUNTY" ON THE ABOVE MAP."

PARCEL SIX:

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL FOUR, ABOVE, GRANTED IN THE DEED TO WILLIAM DELUCCHI, ET UX, RECORDED JANUARY 19, 1976 IN BOOK 7741, PAGE 425, OFFICIAL RECORDS, AS FOLLOWS:

"A NON-EXCLUSIVE EASEMENT FOR IRRIGATION PURPOSES, AND RIGHTS INCIDENTAL THERETO, TO BE APPURTENANT TO PARCELS "A" AND "B", RECORD OF SURVEY MAP, FILED FEBRUARY 5, 1965, IN BOOK 32 LICENSED SURVEYORS MAPS, PAGE 36, CONTRA COSTA COUNTY RECORDS, IN, UNDER, ALONG AND THROUGH THE EASTERLY 20.00 FEET (RIGHT ANGLE MEASUREMENTS) OF PARCEL "C" OF SAID MAP (32 LSM 36)."

PARCEL SEVEN:

PARCELS A AND B, AS SHOWN ON THE PARCEL MAP FILED JANUARY 3, 1979, IN BOOK 73 OF PARCEL MAPS, PAGE 14, CONTRA COSTA COUNTY RECORDS.

PARCEL EIGHT:

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL SEVEN ABOVE, GRANTED IN THE DEED TO ADELINE ISOLA, ET AL, RECORDED JANUARY 19, 1976, IN BOOK 7741, PAGE 425, OFFICIAL RECORDS, AS FOLLOWS:

"A NON-EXCLUSIVE EASEMENT FOR IRRIGATION PURPOSES, AND RIGHTS INCIDENTAL THERETO, TO BE APPURTENANT TO PARCELS "A" AND "B" RECORD OF SURVEY MAP FILED FEBRUARY 5, 1965, IN BOOK 32 LICENSED SURVEYORS MAPS, PAGE 36, CONTRA COSTA COUNTY RECORDS, IN, UNDER, ALONG AND THROUGH THE EASTERLY 20.00 FEET (RIGHT ANGLE MEASUREMENT) OF PARCEL "C" OF SAID MAP (32 LSM 36)."

APN: 056-130-013 (Parcel One), 056-130-015 (Parcel Four)
056-130-017 and 056-130-018 (Parcel Seven)

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
 THE ANTIOCH DEVELOPMENT AGENCY
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 NOVEMBER 13, 2015-JANUARY 14, 2016
 FUND/CHECK#

239 Redevelopment Obligation Retirement Fund

359627	BEST BEST AND KRIEGER LLP	PROFESSIONAL SERVICES	412.36
359653	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	1,925.62
359798	MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	3,120.00
359823	STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES	6,084.50
359979	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	3,665.00
360026	STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES	2,859.50
360149	STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES	3,225.00
360269	STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES	5,687.50
360336	MUNICIPAL RESOURCE GROUP LLC	CONSULTANT SERVICES	3,835.00
360357	STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES	2,859.50
360494	FEDEX	SHIPPING	25.84

431 Redevelopment Obligation Retirement Fund (for former Project Area #1)

Non Departmental

360177	BANK OF NEW YORK MELLON	TABS ARBITRAGE	2,000.00
359625	BANK OF NEW YORK MELLON	FISCAL AGENT FEE	2,550.00
360289	BANK OF NEW YORK MELLON	FISCAL AGENT FEE	3,015.00

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
NOVEMBER 13, 2015-JANUARY 14, 2016
FUND/CHECK#

227 Housing Fund

Housing - CIP

359689 SIERRA CORPORATE MANAGEMENT	RENT SUBSIDY	40,220.88
360144 SHELTER INC	CDBG SERVICES	2,944.66
360339 PACHECO/MARTINEZ HOMELESS OUTREACH	PROFESSIONAL SERVICES	2,557.79
925840 HOUSE, TERI	CONSULTING SERVICES	162.50
925989 HOUSE, TERI	CONSULTING SERVICES	65.00

certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. The Oversight Board is scheduled to review this ROPS on January 27th. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS 16-17 (Attachment A), detailing the continuing obligations of the former Antioch Development Agency, including the claim for use of \$1M in 2002 Lease Revenue Bond proceeds already spent on the Markley Creek project in 2011. Due to the look-back provisions of the Dissolution Act, the DOF denied the transfer of these funds with the caveat that the Successor Agency could request the use of the money on a ROPS after a Finding of Completion was received. A Finding of Completion was received in December 2015; therefore, the project funding is included on this ROPS period.

The ROPS is segregated into four pages, with the first page providing a summary of funding requested. The second page details all obligations of the Successor Agency to be reimbursed from the Redevelopment Property Tax Trust Fund established at the County level. The third page provides cash balance totals (which outlines any funds retained, being set aside for future approved obligations or unspent from the prior period ROPS distribution). The fourth page provides notes to the obligations listed that the Agency wants to provide further clarification for.

ATTACHMENTS

- A.** Resolution Approving the Recognized Obligation Payment Schedule for the Period of July 2016 through June 2017 (ROPS 16-17).
 - 1)** Recognized Obligation Payment Schedule for the Period of July 2016 through June 2017 (ROPS 16-17)

SA RESOLUTION NO. 2016/

RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (“ROPS”) FOR THE SUCCESSOR AGENCY FOR THE PERIOD OF JULY 2016 THROUGH JUNE 2017 (ROPS 16-17)

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

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

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

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

NOW THEREFORE BE IT RESOLVED THAT the Successor Agency to the Antioch Development Agency of the City of Antioch hereby approves the attached Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency for the period of July 2016 through June 2017 (ROPS 16-17).

* * * * *

The foregoing resolution was passed and adopted by the Successor Agency to the Antioch Development Agency of the City of Antioch at a regular meeting thereof, held on the 26th day of January, 2016 by the following vote:

AYES:
NOES:
ABSENT:

ARNE SIMONSEN, RECORDING SECRETARY

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary
 Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency: Antioch
 County: Contra Costa

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		16-17A Total	16-17B Total	ROPS 16-17 Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding				
A	Sources (B+C+D):	\$ 1,009,181	\$ -	\$ 1,009,181
B	Bond Proceeds Funding	1,000,000	-	1,000,000
C	Reserve Balance Funding	-	-	-
D	Other Funding	9,181	-	9,181
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 2,434,376	\$ 1,131,509	\$ 3,565,885
F	Non-Administrative Costs	2,384,376	1,081,509	3,465,885
G	Administrative Costs	50,000	50,000	100,000
H	Current Period Enforceable Obligations (A+E):	\$ 3,443,557	\$ 1,131,509	\$ 4,575,066

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

 Name Title
 /s/ _____
 Signature Date

Antioch Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [CASH BALANCE TIPS SHEET](#)

A	B	C	D	E	F	G	H	I	
		Fund Sources							
		Bond Proceeds		Reserve Balance		Other	RPTTF		
	Cash Balance Information by ROPS Period	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments	
ROPS 15-16A Actuals (07/01/15 - 12/31/15)									
1	Beginning Available Cash Balance (Actual 07/01/15)	1,146,075	27,371			42,376	802,540		
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015	6	42			9,184	2,307,527		
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)	-	32			34,698	2,249,841		
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	146,081							
5	ROPS 15-16A RPTTF Balances Remaining	No entry required						111,180	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 1,000,000	\$ 27,381	\$ -	\$ -	\$ 16,862	\$ 749,046		
ROPS 15-16B Estimate (01/01/16 - 06/30/16)									
7	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 1,146,081	\$ 27,381	\$ -	\$ -	\$ 16,862	\$ 860,226		
8	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016	-					385,553		
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)	-	27,381			7,681	1,134,564		
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	146,081							
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 9,181	\$ 111,215		

Antioch Recognized Obligation Payment Schedule (ROPS 16-17) - Notes July 1, 2016 through June 30, 2017

Item #	Notes/Comments
6	Amount reported each six month period is estimate of amount to be paid
12	Amount reported each six month period is estimate of amount to be paid
16	This project was paid for with bond proceeds from the 2002 Lease Revenue Bonds. Transfer of funds took place after January 1, 2011. DOF determination on transfer stated that this can be requested on a subsequent ROPS after a finding of completion is received. Finding of Completion received December 2015 and now claiming.
17	Amount claimed represents estimated reimbursement of costs associated with property maintenance of successor agency properties for each six month period. There is a loan and reimbursement agreement with the City of Antioch.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*
SUBJECT: Planning Commission Appointment

RECOMMENDED ACTION

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

STRATEGIC PURPOSE

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

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

FISCAL IMPACT

There is no fiscal impact to the City as all positions are voluntary.

DISCUSSION

The Planning Commission has two partial term vacancies with an expiration date of October 2019. Eight applications were received during the recruitment period ending December 11, 2015. All of the applicants were interviewed by Mayor Harper and Community Development Director Forrest Ebbs.

The applicants are as follows:

Mark Dimercurio
Matt Gandolfo
Sedar Husary
Robert Kilbourne
Kerry Motts
Hilda Parham
Salvatore Sbranti
Harry Thurston

ATTACHMENTS

A. Applications

RECEIVED

DEC 11 2015

CITY OF ANTIOCH
CITY CLERK



APPLICATION DEADLINE: 4:30 p.m. Friday, December 11, 2015

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Commissioner (4-year term)

Print Your Name MARK DIMERCURIO

Address _____ City ANTIOCH

ZIP Code 94531 Phone (H) _____ (W) _____ (C) _____

E-mail address _____

Employer DELTA LOAN GROUP

Address _____ City BRENTWOOD

Occupation MORTGAGE BANKER / OWNER

Years lived in the City of Antioch 40

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

I CARE ABOUT THE DIRECTION OF THE CITY

SMART DEVELOPMENT CAN HELP THE CITY

I HAVE SPOKEN TO A FEW PEOPLE WITHIN THE CITY

THAT KNOW ME AND FEEL I WOULD BE WELL QUALIFIED

Have you attended any meeting of this commission? NO

Have you had any previous appointments to this or other city commissions or

boards? (If yes, please explain) NO

What skills/knowledge do you have that would be helpful in serving on the Planning

Commission? BECAUSE I HAVE BEEN IN THE MORTGAGE /

REAL ESTATE INDUSTRY FOR 22 YEARS I HAVE

BEEN EXPOSED TO A LOT OF RESIDENTIAL GROWTH.

I ALSO UNDERSTAND THE ISSUES, NEEDS AND CONCERNS

OF ANTIOCH AND BELIEVE THAT SMART DEVELOPMENT CAN

HELP PROVIDE REVENUE FOR THE CITY.

A1

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

I AM A LIFELONG RESIDENT AND FINALLY AT THE POINT WHERE I FEEL I CAN GIVE BACK TO ANTIOCH. I REALLY CARE ABOUT THIS CITY AND WANT TO TRY AND HELP TO TURN THINGS AROUND. I REALIZE THAT REVENUE WILL HELP US FIX OTHER ISSUES AND THAT IS WHY I AM INTERESTED.

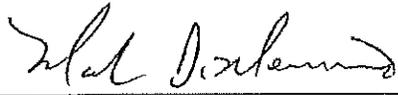
Can you attend meetings at the designated days and time? YES

**Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

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


Signature

12/11/15
Date

Mark DiMercurio

Antioch, CA 94531

Education

MA – Communications – University of the Pacific – 2015
BS – Business Administration / Marketing – CSU Sacramento -1991
AA – Los Medanos College – 1989
Antioch High School - 1985

Employment

Delta Lending Group – Owner / Mortgage Banker 1999 – Present

Own and manage mortgage office with 5 full time employees and 15 loan officers. We have offices in Brentwood and Pleasant Hill. We service the local community with residential home loans.

Paradise Financial Group – Mortgage Broker 1995 – 1999

Residential Mortgage Lender specializing in Eastern Contra Costa County

Designations

Real Estate Broker – State of California
Delta Association of Realtors – Affiliate Member
2007 Affiliate of the Year – Delta Association of Realtors

Personal

I have been married for 24 years to my wife Donna. My son, Josh is 22 and a recent graduate from Florida State University. He currently works full time at Lone Tree Golf Course. My daughter Jenna is 18 and is currently a freshman at University of Arizona. We are members and parishioners at Holy Rosary Church. In our free time, we love being on the Delta fishing or hiking the hills of southeast Antioch with our Golden Retriever, Gracie.



RECEIVED
NOV 25 2015
CITY OF ANTIOCH
CITY CLERK

DEC 11

APPLICATION DEADLINE: 4:30 p.m. Wednesday, November 25, 2015

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Commissioner (4-year term)

Print Your Name Matt Gandolfo

Address _____ City Antioch

ZIP Code 94531 Phone (H) _____ (W) _____ (C) _____

E-mail address _____

Employer Charlotte Russe

Address _____ City San Francisco

Occupation IT Manager

Years lived in the City of Antioch 16

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

Very interested in future development plans of the city

Input into future direction of river/downtown

Planning input as it impacts crime/crime prevention

Have you attended any meeting of this commission? No

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) No

What skills/knowledge do you have that would be helpful in serving on the Planning Commission?

Technology as a method to provide greater visibility to plans and the decision making process.

Negotiation skills in a highly charged regional & multinational corporation.

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

I'm a big fan of working hard with partners to develop acceptable common goals and then implementing those projects necessary to accomplish those goals.

Worked with Lone Tree Elementary Principal & PTA to start up local Watch Dogs Chapter to engage fathers on campus.

Junior Achievement instructor in several 2nd - 5th grade classrooms at Lone Tree Elementary.

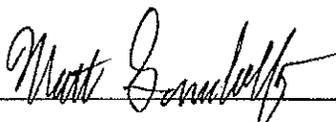
Can you attend meetings at the designated days and time? Yes

**Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

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



Signature

11/24/2015

Date

PHONE

E-MAIL

• ANTIOCH, CA 94531

MATT GANDOLFO

PROFESSIONAL EXPERIENCE

2012-Present Charlotte Russe **San Francisco, CA**
Business Intelligence Manager/Architect

- Manage all operational reporting for corporate and field, primarily utilizing SAP Business Objects, including all executive dashboards and reporting needs used by C-level and VP level executives.
- Managed implementation of DashboardGear datamart to provide increased visibility of Lawson Data via Excel or Business Objects. Coordinated requirements for and development of new BOBJ based Income Statements, P&L's and Balance Sheets.
- Managed development of new Financial Budgeting module in BOARD MIT for our Financial Planning team to run what-ifs of store based plans, and included export and loading of approved plans into Lawson.
- Coordinate development of SOW's and MSA's with a wide variety of technology vendors, both US based and offshore. Coordinate review cycles of legal documents with internal counsel.
- Manage all ETL workflows between HR, Supply Chain, Finance, Store Systems and external vendors and ensured accurate synchronization of data between systems.
- Identified offshore resources with skillsets necessary to help support internal BI development efforts. Coordinated RFP process and final development of SOW. Developed process to effectively share knowledge and coordinated numerous development efforts.
- Conducted requirements gathering sessions across multiple business units to identify data and reporting needs on new SAP platform. Managed development of Data Models, including tables and cubes, necessary to support near and long-term needs to support HR, Finance, Planning, and Supply Chain processes.
- Manage DBA's for all internal db instances, including multiple DB upgrades for Oracle, SQL Server, and SAP Hana based environments (50+ corporate, 800+ Store db's).
- Oversaw implementation and upgrades of SAP Hana as future replacement for existing Oracle 11g DW, including all extract/load workflows and procedures, development of calculation/attribute/analytic views, and report/dashboard development.
- Multi-year BI roadmap in-flight, including long-term strategy components, capabilities necessary to support those strategies and impacts on business processes.
- Oversaw development of Logistics/Warehouse dashboard utilizing Board framework, including intraday reporting, ability to create and manage capacity plans, ability for PO data entry to interact with capacity plan and create PO's based on plan, ability for Logistics to view detailed information on all open domestic and foreign PO's, and Vendor Performance dashboard based on shipment dating, product quality, shipment accuracy. Utilized numerous standardized cubes across several Board capsules.

AL

- Collaborated with HR, Finance and Planning teams on innovative Dashboard designs providing at a glance views supporting strategic and operational goals.
- Managed support team of Lawson Financials and Workforce Management.

2008- 2012 Safeway

Pleasanton, CA

Enterprise Architect

- Lead Enterprise Architect for the overall Retail Operations Domain and Safeway Health initiatives. Responsible for developing Current and Target States (systems, process, capabilities) with the various lines of Business and IT. Coordinated discussions and held numerous working sessions with business units spread across multi-state and multi-country.
- Provided thought leadership and influenced directional approach of the Safeway EA views.
- Created Enterprise Anchor models utilizing ProAct Framework.
- Responsible for coordinating Application, Solution and Infrastructure Architect updates within existing frameworks and providing guidance to the business units and IT for long term planning.
- Target Architectures completed include Next Gen POS, Demand Forecasting, Enterprise Content Management, and Pharmacy.
- Executive Points of View developed include Cloud Computing, Sensor Networks, Video Analytics targeting executive guidance for future best-fit within Safeway.

2002 - 2008 Longs Drug, Inc

Walnut Creek, CA

Manager, Technical Architecture

- Oversight for the Retail Supply Chain Systems of Application Architecture, Technical Architecture, Performance Testing, Build Engineering, internal website design/support, Technical Writers.
- Coordinated design of RMS 10 modifications based on business requirements.
- Hired initial group of Systems Analysts to document system changes and Technical Specifications for RMS 10, RIB 10, and RDM 10, while managing legacy support group for store and corporate retail systems.
- Coordinated effort to install RDF 12, including sizing estimation, hardware acquisition and installation. Coordinated review and revision of all RDF related Tech Specs including internally developed ETL effort.
- Oversaw architecture development and design of Java based Supplier portal for new item injections and supplier cost changes.
- Lead group to architect internal version of Oracle SIM, allowing stores to order, count, and receive inventory on Symbol handheld devices. Developed utilizing internal J2EE standard Application stack.
- Implemented Capacity Planning Methodology, which assisted in forecasting a negative trend 8 months in advance allowing us time to plan and prevent significant performance issues during the Christmas season. Oversaw purchase and implementation of new SAN console delivering up to 80% reduction in nightly batch runtimes. Methodology was primarily based on Oracle 9i Statspack data mining and NMON reporting.
- Recommended change to multi-tier db/app server configuration, IBM P690 and IBM Bladecenter with 10 JS20 blades load balanced using internal Cisco switches. Acquired budget and resources to plan, purchase, test, and productionalize the new configuration in a limited 4 month window delivering a 20% improvement in application response time.

- Implemented PVCS for versioning code. Hired new staff and built a new methodology for maintaining quality code bases across 17 RMS databases and 3 concurrent large-scale projects.
- Made a case for and hired permanent staff to performance test and tune SCI applications. Identified and resolved 300 performance issues, including the analysis proving a hardware architecture limit within the HP Xp1024 SAN.
- Managed support team for legacy Merchandising systems and Peoplesoft financials. Ultimately transitioned support to another group, before assuming Architecture overview of those systems.

1999 - 2002 Eluxury.com/LVMH San Francisco, CA

Manager, Application and Web Support

- Oversaw the implementation of all Supply Chain systems for this seller of premium luxury goods.
- Wrote SOP's for a new free standing warehouse, and worked with the WMS, Uniteq, team to ensure application followed SOP requirements. Members of my team developed test scripts, coordinated QA and UAT, reviewed code changes by the WMS vendor, and supported the application once productionalized.
- Worked with the business team to define requirements for the merchandising systems (RMS), CRM, and Peoplesoft Financial apps. Oversaw development of interfaces, coordinated testing with vendors, defined test cases, and coordinated QA and UAT' efforts.
- Integrated Sephora.com into eLuxury stack. Merger completed, development documented, tested, and productionalized within a 2 month window.

1997 - 1999 Williams-Sonoma, Inc San Francisco, CA

Application Support Analyst

- Supported internal Supply Chain systems running on AS/400.
- Suggested modifications to the inventory planning algorithms to allow for better smoothing of forecasts when dataset was sparse.
- Participated in initial BRD design of a new Inventory Planning application.
- Participated in early BRD for a new Supply Chain suite of applications (Oracle Retail, formerly Retek)

1995 - 1997 Williams-Sonoma, Inc San Francisco, CA

Inventory Planner/Buyer

- Hired to takeover the Planning and Buying functions within the WSI Outlets. Initially oversaw 3 stores with combined sales of \$7 million and margin of - 21%.
- Began implementing a buying program to stock basic kitchenware and cookware, while protecting the overall WSI brands. Increased basics sales by \$1.3 million.
- Overall gross margin increased from -21% to +2% in 2 years, first time the Outlet group had ever earned positive results.
- Implemented software changes within WSI to allow better inventory handling between WSI concepts.

1992 - 1995 Filenes Basement Natick, MA

Planning Analyst, Sr.Planning Analyst, Planning Manager

- Hired as Planner of Womens Accessories with Sales of \$10.7 million.
- Reduced out-of-stocks by 60% over 6 months via more rigorous attention to detail and coordinating closely with Buyer and Sr. Buyer.

- Increased sales during 1st year by 12% and promoted to Sr. Planner in 9 months.
- Oversaw 4 planners, and implemented strategy from prior position increasing sales of the other Planners classes by 8%, even though total store chain sales decreased by 5%.
- Promoted to Planning Manager after 15 months with 9 Planners, Sr. Planners. Increased Planner/Sr. Planner communication with Buying staff, lead training of forecasting methods, oversaw increase of sales by 7% during the following year.

1988 - 1992 TJMaxx Framingham, MA

Planning Analyst

- Hired to oversee planning of Home Furnishings.
- Reviewed daily stock levels across 300+ TJX locations.
- Coordinate inventory levels based on planned promotional sales.

ADDITIONAL PROFESSIONAL ACTIVITIES

Founder/Board Member – Oracle Retail User Group - 2005 – 2009

PIM Strategy Council – Oracle – 2005 - 2009

Host of the Technical Architecture group – Retek User Group – 2003-2005

President , Institute of Industrial Engineers , CSU Fresno Student Chapter

Oracle OpenWorld speaker - 2006,2007,2008 – Topics include ORUG Roundtable, OAUG Overview for Oracle Retail, Customer Case Study – Longs Drugs

OAUG Speaker 2005,2006,2007,2008 – Topics included Designing and Implementing a Version Control Methodology, RMS Performance Tuning Tips and Tricks, The Top 10 Things Implementers Never Tell You About RMS

Member SAP Hana Executive Council 2013-Present

EDUCATION

1981 - 1983	Cal State Humboldt	Arcata, CA
	Forestry	
1983 – 1987	Cal State Fresno	Fresno, CA
	Industrial Engineering	



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DEC 1 1 2015
CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 4:30 p.m. Friday, ^{DEC 11} October 9, 2015

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Commissioner (4-year term)

Print Your Name Sudar Husary

Address _____ City Antioch

ZIP Code 94509 Phone (H) _____ (W) _____ (C) _____

E-mail address _____

Employer Keller Williams Realtor

Address _____ City Brentwood

Occupation Realtor

Years lived in the City of Antioch 13

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

- To help the community I live in.
- To offer my skills & knowledge, assist in making decisions for the future of our city.
- To know the people that are behind our community.

Have you attended any meeting of this commission? no

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) no

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? I'm a great negotiator, good listener, can help mediate, love to help grow our city, I'm business minded, and also to offer information to my clients and to be a part of something bigger.

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

I'm a positive person, who gives from the heart I feel our city needs to grow and I want to help.

Can you attend meetings at the designated days and time? yes

****Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).**

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

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

[Handwritten Signature]
Signature

12/11/15
Date

SEDAR HUSARY

SEEKING VALUABLE SALES / BUSINESS / CUSTOMER SERVICE LEADERSHIP ROLE

Antioch, CA 94509 •

Performance-focused leader specializing in driving operations growth, building dynamic teams, creating strategic initiatives, providing world-class customer service, and cultivating a strong company image with superior quality eager to offer progressive experience toward maximizing an employer's bottom-line results.

PROFILE OF QUALIFICATIONS

SALES / MARKETING • BUSINESS ADMINISTRATION • TEAM BUILDING / TRAINING • ADMINISTRATIVE SUPPORT • COMPLIANCE
NEW BUSINESS DEVELOPMENT • CUSTOMER SERVICE • VENDOR RELATIONS • PROGRAM SUPPORT • PROCESS IMPROVEMENT
CONTRACT NEGOTIATIONS • BUDGET PLANNING • STRATEGIC ANALYSIS • TRENDS TRACKING • ACCOUNTING PROCEDURES

- Out-of-the-box thinker who offers a background in business management, start-up operations / entrepreneurial leadership, team building / training, and legal support, and showcases an ability to see the "big picture" within evolving industries.
- Top performer who makes decisions to reflect positively on company well-being in alignment with vision, value, and goals.
- Ambitious self-starter who contributes experience in large-scale business optimization, including designing, developing, and implementing forward-thinking programs, policies, and processes to achieve continued profitability and productivity.
- Excellent communicator who seamlessly interfaces among executives, legal / business teams, vendors, and customers.

PROFESSIONAL SYNOPSIS

Real Estate Consultant, KELLER WILLIAMS REALTY, BRENTWOOD, CA

2003 - PRESENT

- Utilize broad scope of industry knowledge and dynamic business acumen toward developing forward-thinking sales / marketing principles and methods for showing, promoting, and selling products / services, including conceptualizing, creating, and implementing marketing strategies, product demonstrations, key sales techniques, and sales control systems.
- Lead analysis, development, and implementation of results-oriented direct marketing programs to increase client base.
- Drive business growth by orchestrating daily leads generation, along with exhibiting leveraging to nurture business relations.
- Deliver high-quality customer service by assessing needs, meeting standards, and evaluating customer satisfaction rates, along with identifying complex issues and responding to and / or resolving customer concerns to boost overall success.
- Build productive operations by recruiting, training, mentoring, and managing top-performing sales / administrative teams.
- Contribute sharp analytical abilities toward handling all business accounting and banking activities, including compiling and evaluating complex data to determine market direction, as well as developing and tracking effective business plans / budgets.
- Create data models and charts, analyze historical trends to provide market forecasts, and make market recommendations.

Director of Career Services, WESTERN CAREER COLLEGE, ANTIOCH, CA

2007 - 2008

- Strategically steered solutions-focused one-on-one employment support for both students and graduates, including proactively communicating between student and externship site / employer to ensure seamless employment opportunities.

A12

- Generated employee database via targeted cold calling, mailing, and site visits, and built relations with diverse companies.
- Ensured students were prepared to begin job search processes by assisting with resume writing and interview techniques.
- Optimized career services success by supporting wide-ranging campus advisory board activities with graduation ceremonies.

Paralegal, FRANKLIN TEMPLETON INVESTMENTS, SAN MATEO, CA

1997 – 2002

- Played a vital role in preparing and reviewing legal documents, regulatory filings, and marketing materials, including organizing and maintaining large-scale databases and document management systems and drafting internal procedures.
- Researched and prepared written analysis of legal and other issues and served as a liaison between departments and SEC.

EDUCATION, PROFESSIONAL DEVELOPMENT & TECHNICAL SUMMARY

B.S., Business Administration (Marketing Emphasis, Cum Laude Honors) NOTRE DAME DE NAMUR UNIVERSITY

Sales Techniques • Negotiations • Business Management / Growth • Time Management • Budgeting • Marketing • Social Media

Leadership • Recruiting • Team Building / Coaching • Personality Analysis • Human Behavior • Presentations • Speech • Writing

Microsoft Office (Word, Excel, PowerPoint, Outlook) • Microsoft Access • Lotus Notes • LexisNexis • Internet Applications

Excellent Professional References Provided Upon Request

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DEC 11 2015

CITY OF ANTIOCH
CITY CLERK



APPLICATION DEADLINE: 4:30 p.m. Friday, December 11, 2015

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Commissioner (4-year term)

Print Your Name Robert W. Kilbourne, SR.

Address _____ City Antioch

ZIP Code 94509 Phone (H) _____ (W) _____ (C) _____

E-mail address _____

Employer University of California, Berkeley

Address _____ City Berkeley

Occupation Benefits Analyst 2

Years lived in the City of Antioch 21 Years

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

- I want to have a voice in the decision making of the local issues in the City I love and live in.
- I want to serve my community by giving back to it in public service.
- I want to learn more about Planning, Land Use and the local government. I want to know how my city government works and operates as it strives to be the best city in East County.

Have you attended any meeting of this commission? Yes

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) I served on the Antioch Police Activities League Board as a member and founder.

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? The ability to read, interpret and analyze information and make recommendations for the betterment of the organization and the people being served.

A14

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

I am ready to help the members of the commission and the City of Antioch move to the next level to help improve and increase our economic prosperity, job creation by bringing businesses into the community to set up and live here. Also, utilize the "Free Enterprise Zone" law to attract new businesses. I also want to see Antioch invest in its people with educational opportunities and job creation. But more importantly, I want to be able to share ideas and hope to convince or be convinced about an idea or plan that is best for the city, because I know I can not do this alone and that it is going to take a commission working together for the betterment of the City of Antioch.

Can you attend meetings at the designated days and time? Yes

Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

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


Signature

December 11, 2015
Date

Robert W Kilbourne Sr

PROFESSIONAL PROFILE

Business Services professional with over 25 years experience in Human Resource Administration with emphasis on benefit calculations, auditing, processing, recruiting and explaining retirement and survivor benefits to plan members. Evaluate policy and procedures and made recommendations for adjustments to policy. I am seeking a position as a Benefits Analyst 2 with Campus Shared Services.

SUMMARY OF QUALIFICATIONS

- Bachelor of Science Degree.
- Provided information on participation in various benefits plans resolved questions and request for information from retiree and survivor benefits.
- Managed staff development, recruiting, retention including motivation and mentoring.
- Effective in planning, directing and ensuring compliance of contract goals and objectives.
- Fiscally Responsible – Analyze, revise and maintained budgetary information.

SKILLS

- Analyzing and Processing Benefits
- Excel, Outlook, MS Word
- Budget preparation and development
- Responsible Customer Service
- Peoplesoft (HRIS) System
- Prepared reports
- New Employee Orientation
- Strong Written & Verbal Skills
- Communicate effectively with staff
- Effective Leader & Supervisor
- Effective Presenter & Facilitator
- Management
- Effective Listening & Interviewing Skills
- Office Administration Experience
- Data collection and tracking
- Strong Team Leadership Skills

BENEFIT SERVICES

- Track and maintain current knowledge of changing Federal & State Tax/benefit/pension info.
- Designed quarterly newsletters, marketed the programs vision and goals to staff.
- Managed and facilitated new hire orientation and benefits plans.
- Compiled materials and gathered data in preparation of benefits reports.
- Maintained case load of applicants for benefits.
- Familiarity with UCRS savings plans and benefits.

CASE MANAGEMENT

- Managed and documented case files.
- Responsible for permanent record management for the unit.
- Prepare and write technical, analytical and statistical reports.
- Identified barriers to employment development and actions taken to correct them.

HUMAN RESOURCES

- Provided one on one interview and intake, counseling, group therapy and facilitation.
- Supervised a staff of job developers and eligibility workers.
- Managed new employee orientation and in service training.
- Composed detailed written reports from program and or project data tracking
- Presented one on one presentation to businesses on services provided to employers.

Robert W Kilbourne Sr

RELEVANT EXPERIENCE

University of California, Retirement Survivor Unit

Survivor Assistant – Retirement/Survivor Benefits

- Analyzing, processing, calculating, auditing and explaining survivor benefits.
- Reviewed the retirement/survivor document to determine which was appropriate to use.
- Maintain original documents received from applicant for retirement/survivor benefits.
- Identified, research and resolve issues related to benefit calculations.
- Strong written, verbal and presentation skills to articulate information.

Documentation & Training – Administrative Analyst

- Participated in development, testing and refinement of documents.
- Provided technical guidance to staff in other units.
- Prepared and delivered presentations to departments
- Made recommendations for addition and adjustments to training materials.

Financial Assistant I & II – Financial Aid Office

- Received process and determine eligibility for financial assistance.
- Counseled parents, students and high school counselor on financial aid process.

Bechtel Corporation

Human Resource, College Recruiting & Program Training Manager

San Francisco, CA

Richmond Private Industry Council

Personnel Consultant, Administrative Analyst & Contract Compliance Officer

Richmond, CA

WORK HISTORY

10/2013 - Current	Campus Shared Services, UCB – HR Benefits	Berkeley, CA
07/2012 – 10/2013	Antioch PAL Program – Board of Director	Antioch, CA
02/2012 – 06/2012	WCCUSD Linked Learning Career Pathways Program	Richmond, CA
07/2011 – 02/2012	Antioch PAL Program – Board of Director	Antioch, CA
09/2010 – 07/2011	Goodwill Industries – Program Specialist/Contract Manager	Antioch, CA
01/2009 – 08/2010	Grace Bible Fellowship Church – After School Director	Antioch, CA
01/2006 – 12/2008	FourAC After-School Program – Program Manager	Antioch, CA
11/2004 – 01/2006	Target Corporation – Human Resource Manager	Antioch, CA

Robert W Kilbourne Sr

Dear Sir/Madam,

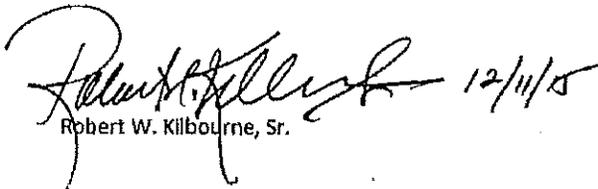
I am writing to express my interest in the Planning Commission vacancy with the City of Antioch. I believe that my achievements, education and diverse work experience have adequately prepared me.

My background includes over 25 years of success managing Human Resource, Benefits and Recruiting programs in accordance with the State and Federal employment laws. I offer particular expertise in the administrative and research area, with in-depth knowledge of networking human resources procedures. I consistently seek to provide top-quality human resources support to ensure a competitive advantage in the marketplace. Also, my work as a Survivor Assistant in the Retirement/Survivor Benefits Unit at the University of California, Berkeley provided me with tools necessary to understand and interpret rules and regulations affecting workers benefits. I was responsible for gathering, evaluating and determining the eligibility of benefits for retirement and survivor beneficiaries.

Currently, I serve in the Benefits Unit of Campus Shared Services, where I am responsible for interacting with internal and external professionals to provide departments, faculty and staff with a broad range of benefits related services such as passwords resets, statement of health and processing request for disability leave. I also provided general information on entire scope of benefits packages, eligibility rules, enrollment information, basic use of the At Your Service website, plan literature and form usage. I am an experienced workshop facilitator.

I am confident that I bring the right skills, experience, and talents to the commission position. Thank you for your time and consideration.

Sincerely,

 12/11/15
Robert W. Kilbourne, Sr.



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DEC 11 2015

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 4:30 p.m. Friday, December 11, 2015

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Commissioner (4-year term)

Print Your Name KERRY MOTTS

Address _____ City ANTIOCH

ZIP Code 94509 Phone (H) _____ (W) _____ (C) _____

E-mail address _____

Employer CONTRA COSTA COUNTY

Address _____ City CONCORD

Occupation DEPT. OF AGRICULTURE

Years lived in the City of Antioch 62

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

To help Antioch sustainably build for the future.
To serve the community in the area I am trained for.
To help revitalize areas of our community
hard-hit by economic downturn.

Have you attended any meeting of this commission? YES

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) Current Chairman of the
Planning Commission.

What skills/knowledge do you have that would be helpful in serving on the Planning Commission?

Three years experience on the Planning
Commission.
Many years involvement in community group.
B.A. Education in Environmental Studies (Forest)
and Professional Green Building.

A19

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

Previously stated.

Can you attend meetings at the designated days and time? *YES*

****Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).**

ALREADY ON FILE

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

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

Kenny J. Watts
Signature

Dec. 11, 2015
Date



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DEC 8 2015

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 4:30 p.m. Friday, December 11, 2015

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Commissioner (4-year term)

Print Your Name HILDA PARHAM

Address _____ City ANTIOCH

ZIP Code 94531 Phone (H) cell only (W) RETIRED (C) _____

E-mail address _____

Employer RETIRED

Address _____ City _____

Occupation Volunteer in Community Service

Years lived in the City of Antioch 22 1/2 years

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

① Looking for most effective way to support Antioch.

② APD Crime Com. Experience has shown me how much the planning Com. CAN do to support - police in crime prevention. i.e. lights, locked gates, etc to prevent crime in commercial areas.

③ Committed to teach my family by example on the importance of community service.
Have you attended any meeting of this commission? yes, but not lately

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) yes - I am on APD Crime Commission.

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? Public speaking, a habit of learning the truth and informing the public when others share untruths in order to disrupt communication. Probably the best I bring to the table is love of Antioch and its people and a deep respect for those who lead and serve our community.

cost #3: stance and power of community service in maintaining the community's quality of life!

AZI

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

My last year on the crime commission has done much on what was my deepest wish. My son + his family had lost hope for ANTIOCH. Their hope has been renewed. They now see how a few committed good people can do much for a community. My son + daughter in-law are very active in their children's school and activities as well as in our neighborhood. My son had disparaged regarding our decision to set down roots here. He could no longer see ANTIOCH as a safe place to raise his children. Things are much better - He does what he can to make life better here now. - I am very interested in continuing to teach him and others - how to help shape our future. Can you attend meetings at the designated days and time? yes.

****Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).**

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

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

Sheldon M. Parkin

Signature

12/8/2015

Date

Hilda Parham

Antioch, Ca. 94531

Education: El Centro City College, Dallas, Texas
San Francisco State, San Francisco, California

Experience

- A) Current Crime Prevention Commissioner
- B Current Rotary Club of Antioch, Board Member: Youth Chair
- B) Writing: Business/Marketing Presentations
- C) Fashion Institute of Design and Merchandising -San Francisco CA 2005-2007 Marketing/PR, public speaker – Speaker's Bureau
Fashion, Politics, Motivation
Resigned to care for Dementia Patient Family Member
- D) Cigna HealthCare –Oakland CA 1996–2004
Insurance/Financial (Agent/Life-Health)
Enrollment/Education/PR
Retired
- E) Via The Stork – Retail –Brentwood CA 2003-2005
High-end children's full service boutique
Assistant Manager
Owner sold shop
- F) Briarwood Medical Group -Thousand Oaks CA 1991-1992
Utilization Review Coordination
Billing/Problem Shooting/Reception Front Office
Moved to No Cal
- G) Medical Management Associates Newbury Park CA 1987-1991
Account Executive for Extended Medical Group
Utilization Review Coordination
Billing/Problem Shooting
Resigned Prep for move to No. Cal.
- H) Alberto Jose Odio, MD Family Practice Simi Valley CA 1980-1987
Utilization Review Coordination
Billing/Trouble Shooting/Front Office
Left for Better Opportunity

I) The Hartford Insurance Group San Francisco CA 1970-1976
Premium Accounting/Coding/Policy Production/Secretary
Agency Service Coordination

Skills:

Bilingual – Spanish/English
Extensive Sales Training
Public Speaking Professional English/Spanish & Simultaneous
Project Coordination
Promotional/Education/Writing
Medical Terminology, ICD9, CPT
In Depth Insurance Knowledge with emphasis on Employee Benefits
Expert Computer Skills
Quick Learning Ability
Event Planning
Floral Design
Wedding Coordination
Research
Excellent Work Ethic



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DEC 11 2015

CITY OF ANTIOCH
CITY CLERK

DEC 11

APPLICATION DEADLINE: 4:30 p.m. Wednesday, November 25, 2015

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Commissioner (4-year term)

Print Your Name Salvatore S. Sbranti

Address _____ City Antioch

ZIP Code 94509 Phone (H) _____ (W) _____ (C) _____

E-mail address _____

Employer self employed consultant

Address _____ City _____

Occupation _____

Years lived in the City of Antioch 40 years

List the three (3) ^{main} ~~main~~ reasons for your interest in this appointment:

I want to serve the community to make Antioch the best

I want to use my leadership and facilitative skills to help Antioch

I want to utilize my technical skills

Have you attended any meeting of this commission? no

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) Measure C oversight committee - which city council made clear does not disqualify me from other city commissions

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? Numerous leadership programs - Dale Carnegie, Steven Covey, Mahler Executive, etc.

Electrical Engineering degree

43 years in maintenance and operation of a 1 million ton/year flat rolled processing facility - 20 years as V.P. - operations

worked on large facility upgrades -

A25

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

At USS/POSCO we had to work closely with the Pittsburgh Planning Commission to get our projects approved. As V.P.-Operations I was responsible to get this done.

Can you attend meetings at the designated days and time? *yes - first & third Wednesdays*

****Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).**

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

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



Signature

12/10/2015

Date



RECEIVED

NOV 19 2015

CITY OF ANTIOCH
CITY CLERK

DEC 11

APPLICATION DEADLINE: 4:30 p.m. Wednesday, November 25, 2015

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Commissioner (4-year term)

Print Your Name Harry L. Thurston

Address _____ City Antioch

ZIP Code 94531 Phone (H) _____ (W) N/A (C) _____

E-mail address _____

Employer Retired N/A

Address _____ City _____

Occupation Retired

Years lived in the City of Antioch 29 yrs

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

see attachment

Have you attended any meeting of this commission? Yes

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) currently on the a commissioner on the APD Crime Prevention Commission

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? see attachment

AZ1

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

see attachment

Can you attend meetings at the designated days and time? Yes

**Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

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

Harry L. Thornton
Signature

11/19/15
Date

**Attachment to the Application for Community Service
Planning Commission – Commissioner (4-year term)**

Applicant: Harry Thurston

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

1. To be an active citizen participant in the planning/oversite process of land use, zoning and the general plan for the city of Antioch.
2. To help create a city environment that fulfills the needs and desires of all the citizens of Antioch.
3. To build better communication/trust between the citizens of Antioch and the Antioch Planning Department.

What skills/knowledge do you have that would be helpful in serving on the commission for which you are applying?

1. I have excellent people management skills and strong collaborative skills that I have used successfully to deal with many diverse groups to achieve common goals and objectives.
2. I have strong analytical database skills developed over a 25 year professional IT career.
3. I was a land use representative for a private forestry company having dealings with the local planning commission.

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

I moved to Antioch in 1988. In 1989 I moved to Oakley. In 1994 I returned to Antioch. In 2000, my wife and I purchased a home on Pismo Court, Antioch. Over the years, I have heard complaints about how Antioch growth and services management has not been representative of the desires of the citizenry. I now am retired and I have the time, energy and desire to be an active participant in the land use decision process of the city. I strongly believe in being a part of a solution beyond that of an observer on the outside looking in. Lastly, Antioch is my city and it is my civic duty/responsibility to participate in making the city a great place to live.

Harry L. Thurston

Antioch, Ca 94531

Employment History:

Retired		08/2013 to Present
Kaiser Permanente	IT Professional	06/1988 to 07/2013
Santa Fe Pacific Timber	Forest Engineer	10/1978 to 03/1988
Peace Corps	Volunteer/Malaysia	01/1975 to 04/1978

Public Service History:

Antioch Police Department Crime Prevention Commission Commissioner	06/2015 to Present
Antioch Loaves and Fishes Food Pantry Volunteer -- Hot Meal Server, one day a week	02/2015 to Present
Joan Buchanan Campaign for State Senator Field Volunteer	01/2015 to 3/2015
Debra Vinson Campaign for AUSD School Board Member Campaign Manager	09/2014 to 11/2014
Covered California Affordable Care Act Registration Team Lead for the Antioch, Oakley, Brentwood, Pittsburg Area	09/2013 to 03/2014
Barack Obama Presidential Re-Election Campaign 2012 Organization for America (OFA) Election Team Lead for the Antioch, Oakley, Brentwood, Pittsburg Area	09/2011 to 11/2012
Antioch Neighborhood Watch Present	01/2011 to Present
Co-captain of the Pismo Ct. Antioch Neighborhood Watch Team	

Education:

BS Degree Humboldt State University, Arcata, California Forestry/Forest Engineering	12/1975
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References available upon request.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Lizeht Zepeda, Economic Development Program Manager
SUBJECT: Economic Development Commission Appointment

RECOMMENDED ACTION

It is recommended that the City Council receive and file the application and the Mayor nominate and Council appoint one member to the Economic Development Commission.

STRATEGIC PURPOSE

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

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

FISCAL IMPACT

There is no fiscal impact to the City as all positions are voluntary.

DISCUSSION

The Economic Development Commission has one partial term vacancy with an expiration date of June 2017. One application was received during the recruitment period ending December 11, 2015. The applicant was interviewed by Mayor Harper.

The applicants are as follows:

Robert Kilbourne

ATTACHMENTS

A. Applications

Dear Sir/Madam,

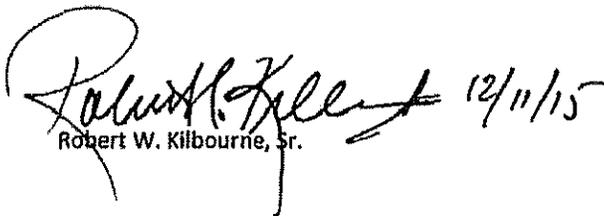
I am writing to express my interest in the Economic Development Commission vacancy with the City of Antioch. I believe that my achievements, education and diverse work experience have adequately prepared me.

My background includes over 25 years of success managing Human Resource, Benefits and Recruiting programs in accordance with the State and Federal employment laws. I offer particular expertise in the administrative and research area, with in-depth knowledge of networking human resources procedures. I consistently seek to provide top-quality human resources support to ensure a competitive advantage in the marketplace. Also, my work as a Survivor Assistant in the Retirement/Survivor Benefits Unit at the University of California, Berkeley provided me with tools necessary to understand and interpret rules and regulations affecting workers benefits. I was responsible for gathering, evaluating and determining the eligibility of benefits for retirement and survivor beneficiaries.

Currently, I serve in the Benefits Unit of Campus Shared Services, where I am responsible for interacting with internal and external professionals to provide departments, faculty and staff with a broad range of benefits related services such as passwords resets, statement of health and processing request for disability leave. I also provided general information on entire scope of benefits packages, eligibility rules, enrollment information, basic use of the At Your Service website, plan literature and form usage. I am an experienced workshop facilitator.

I am confident that I bring the right skills, experience, and talents to the commission position. Thank you for your time and consideration.

Sincerely,


Robert W. Kilbourne, Sr.



APPLICATION DEADLINE: 4:30 p.m. Friday, December 11, 2015

ECONOMIC DEVELOPMENT COMMISSION - Commissioner

One Partial Term

Print Your Name Robert W. Kilbourne, SR.

Address [REDACTED] City Antioch

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

E-Mail Address [REDACTED]

Employer University of California, Berkeley

Address [REDACTED] City Berkeley, CA 94710

Occupation Benefits Analyst 2

Years lived in the City of Antioch 21 Years

List the three (3) main reasons for your interest in this Appointment:

I want to have a voice in the decision making of the local issues in the City I love and live in.

I want to serve my community by giving back to it in public service.

I want to learn more about Economic Development and how the ideas are formulated by government.

I want to help my city be the best City of the East Bay in attracting businesses and jobs.

Have you attended any meetings of this commission? Yes

Have you had any previous City community service on this commission? (If yes, please explain) I served on the Antioch Police Activities League Board as a member and founder.

What skills/knowledge do you have that would be helpful in serving on the commission for which you are applying? The ability to read, interpret and analyze information and make recommendations for the betterment of the organization and the people being served.

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

I am ready to help the members of the commission and the City of Antioch move to the next level to help improve and increase our economic prosperity, job creation by bringing businesses into the community to setup and live here. I want to be able to share ideas and hope to convince or be convinced about an idea or plan that is best for the city, because I know I can not do this alone and that is is going to take a commission working together for the betterment of the City of Antioch.

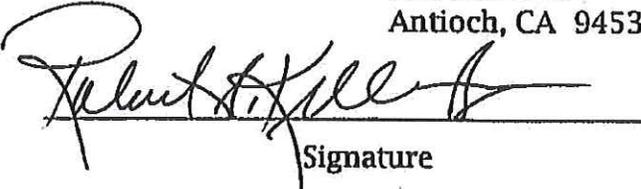
Please read the attached general information regarding boards and commission so you are aware of the duties, time and frequency of meetings. Can you attend meetings for this commission at the designated times? Yes

Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

Please note that this completed application is available for public review.

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

Deliver or mail to: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007


Signature

December 11, 2015

Date

Robert W Kilbourne Sr

PROFESSIONAL PROFILE

Business Services professional with over 25 years experience in Human Resource Administration with emphasis on benefit calculations, auditing, processing, recruiting and explaining retirement and survivor benefits to plan members. Evaluate policy and procedures and made recommendations for adjustments to policy. I am seeking a position as a Benefits Analyst 2 with Campus Shared Services.

SUMMARY OF QUALIFICATIONS

- Bachelor of Science Degree.
- Provided information on participation in various benefits plans resolved questions and request for information from retiree and survivor benefits.
- Managed staff development, recruiting, retention including motivation and mentoring.
- Effective in planning, directing and ensuring compliance of contract goals and objectives.
- Fiscally Responsible – Analyze, revise and maintained budgetary information.

SKILLS

- Analyzing and Processing Benefits
- Excel, Outlook, MS Word
- Budget preparation and development
- Responsible Customer Service
- Peoplesoft (HRIS) System
- Prepared reports
- New Employee Orientation
- Strong Written & Verbal Skills
- Communicate effectively with staff
- Effective Leader & Supervisor
- Effective Presenter & Facilitator
- Management
- Effective Listening & Interviewing Skills
- Office Administration Experience
- Data collection and tracking
- Strong Team Leadership Skills

BENEFIT SERVICES

- Track and maintain current knowledge of changing Federal & State Tax/benefit/pension info.
- Designed quarterly newsletters, marketed the programs vision and goals to staff.
- Managed and facilitated new hire orientation and benefits plans.
- Compiled materials and gathered data in preparation of benefits reports.
- Maintained case load of applicants for benefits.
- Familiarity with UCRS savings plans and benefits.

CASE MANAGEMENT

- Managed and documented case files.
- Responsible for permanent record management for the unit.
- Prepare and write technical, analytical and statistical reports.
- Identified barriers to employment development and actions taken to correct them.

HUMAN RESOURCES

- Provided one on one interview and intake, counseling, group therapy and facilitation.
- Supervised a staff of job developers and eligibility workers.
- Managed new employee orientation and in service training.
- Composed detailed written reports from program and or project data tracking
- Presented one on one presentation to businesses on services provided to employers.

Robert W Kilbourne Sr

RELEVANT EXPERIENCE

University of California, Retirement Survivor Unit

Survivor Assistant – Retirement/Survivor Benefits

- Analyzing, processing, calculating, auditing and explaining survivor benefits.
- Reviewed the retirement/survivor document to determine which was appropriate to use.
- Maintain original documents received from applicant for retirement/survivor benefits.
- Identified, research and resolve issues related to benefit calculations.
- Strong written, verbal and presentation skills to articulate information.

Documentation & Training – Administrative Analyst

- Participated in development, testing and refinement of documents.
- Provided technical guidance to staff in other units.
- Prepared and delivered presentations to departments
- Made recommendations for addition and adjustments to training materials.

Financial Assistant I & II – Financial Aid Office

- Received process and determine eligibility for financial assistance.
- Counseled parents, students and high school counselor on financial aid process.

Bechtel Corporation

Human Resource, College Recruiting & Program Training Manager

San Francisco, CA

Richmond Private Industry Council

Personnel Consultant, Administrative Analyst & Contract Compliance Officer

Richmond, CA

WORK HISTORY

10/2013 - Current	Campus Shared Services, UCB – HR Benefits	Berkeley, CA
07/2012 – 10/2013	Antioch PAL Program – Board of Director	Antioch, CA
02/2012 – 06/2012	WCCUSD Linked Learning Career Pathways Program	Richmond, CA
07/2011 – 02/2012	Antioch PAL Program – Board of Director	Antioch, CA
09/2010 – 07/2011	Goodwill Industries – Program Specialist/Contract Manager	Antioch, CA
01/2009 – 08/2010	Grace Bible Fellowship Church – After School Director	Antioch, CA
01/2006 – 12/2008	FourAC After-School Program – Program Manager	Antioch, CA
11/2004 – 01/2006	Target Corporation – Human Resource Manager	Antioch, CA



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Steve Duran, City Manager 

SUBJECT: Letter of Intent for a lease with "Everett and Jones" Restaurant at One Marina Plaza, Antioch, California

RECOMMENDED ACTION

It is recommended that the City Council approve the proposed Letter of Intent ("LOI" - Attachment A to this Staff Report) for the lease of One Marina Plaza, Antioch, California (also known as "Humphrey's Restaurant") to Dorothy Everett and John Jernigan doing business as "Everett and Jones Barbeque," and authorize the City Manager to execute the LOI.

STRATEGIC PURPOSE

The recommended action supports Strategy G-2: Grow Antioch's economy through economic development activities, Short Term Objectives: Increase regional outreach to retailers and other businesses most likely to prosper in Antioch, and design economic incentives and criteria for key business ventures on a case by case basis. It also supports Strategy G-4: Determine and prioritize geographical areas of focus, Short Term Objectives: Focus limited resources on Priority Development Areas and Somersville and L Street corridor areas.

FISCAL IMPACT

The recommended action will nominally reduce operating expenses by shifting maintenance costs of the premises to the Tenant and will increase revenues through increased property tax and sales tax. The use of the premises will also have a positive effect on downtown "Rivertown" revitalization efforts. The economic details of the proposed lease are contained in the attached Letter of Intent.

DISCUSSION

Everett and Jones is a regionally well known restaurant brand, with four east bay locations. The locations include two in Oakland, one in Berkeley and one in Hayward. They also sell barbeque sauces that are carried in a number of supermarkets. An Everett and Jones Barbeque Restaurant on the San Joaquin River in Antioch could be an immediate regional draw, bringing in customers from central and east Contra Costa County.

Leasing the "Humphrey's" restaurant building and re-branding it as Everett and Jones fits perfectly in the City's Rivertown revitalization strategy to create an enlivened residential and commercial district that leverages the riverfront to attract residents and businesses to the most charming downtown in the County.

Once the proposed LOI is approved by the Council, staff will have a lease drafted in accordance with the LOI and commence lease negotiations with Tenant. The final negotiated lease will be brought back to the Council for approval.

ATTACHMENT

A. Proposed Letter of Intent

PROPOSED

LETTER OF INTENT FOR THE LEASE OF "HUMPHREY'S RESTAURANT"

This Letter of Intent (LOI), dated for reference purposes only January 26, 2016, sets forth the basic business terms intended to be the basis for the negotiation for a lease of the real property, commonly known as One Marina Plaza, Antioch, California, that includes the restaurant building formerly known as Humphrey's on the Delta.

1. Parties: The parties to the Lease will be the City of Antioch, CA as Landlord ("Landlord") and Dorothy Everett and John Jernigan as Tenant ("Tenant").
2. Premises: The Premises to be leased is known as One Marina Plaza, Antioch, CA and includes approximately _____ of land and a restaurant building containing approximately 12,400 square feet of interior space, further described as Assessor's Parcel Number ("APN") _____.
3. Term of the Lease: The "Term of the Lease" shall commence on the earlier of (a) within thirty (30) days of Tenant receiving all approvals and licenses required by the City of Antioch, Contra Costa County, and the California Department of Alcoholic Beverage Control, or (b) DATE TO BE NEGOTIATED ("Commencement Date") The Term of the Lease shall continue for five (5) years from the Commencement Date ("Expiration Date"), unless sooner terminated pursuant another Lease provision. There shall be two 5-year options.
4. Rent: The Rent for the Premises will be on a "Triple-Net" basis, with Tenant being responsible for all costs of operations, maintenance, repair, code compliance, taxes, assessments, insurance, inspections, and all other costs of managing the Premises as "Additional Rent." For the initial 5-year term, Tenant shall pay Landlord the "Base Rent" of \$1.00 per year on or before the Commencement Date and each anniversary of the Commencement Date, as well as paying all Additional Rent when due. For the first 5-year option, the Base rent shall be \$.50 per square foot per month. For the second 5-year option, the Base Rent shall be \$1.00 per square foot per month.
5. Parking: Landlord shall provide parking for Tenant on adjacent Marina and Boat Launch parking lots at no cost to Tenant for the Term of the Lease and any extensions thereof in consideration for Tenant entering into the Lease.
6. Security Deposit: Tenant shall deposit with Landlord, upon execution of the Lease, a Security Deposit of \$12,400 for Tenant's faithful performance of

Tenant's obligations under the Lease. The Security Deposit shall be refunded and waived once Tenant has completed construction documents, construction permits and commenced construction on the Leasehold Improvements.

7. Use: The Premises shall be used by Tenant for the primary purpose of operating a restaurant, a bar, and auxiliary uses reasonably and ordinarily related thereto.
8. Condition of Premises. Tenant acknowledges that the Premises in its condition existing is in need of substantial repair, deferred maintenance and cleaning. In consideration of the Base Rent of \$1.00 per year, Tenant will accept the Premises in an "as-is where-is condition" with the intent of performing extensive "Leasehold Improvements" to meet all code, health and other regulatory requirements and to prepare the Premises for the Tenant's restaurant business.
9. Inspection Period and Term of the LOI. Upon the approval of this LOI by the Antioch City Council ("Council"), Tenant shall have up to three months to inspect the Premises ("Inspection Period") in order to determine Leasehold Improvements costs and the parties shall, during this Inspection Period, negotiate in good faith to complete the Lease negotiations. Therefore the "Term of the LOI" shall be three months from approval of this LOI by the Council.
10. Real Estate Brokers and Commissions. It is hereby acknowledged that the City did not employ a Real Estate Broker in the procurement of Tenant and will not pay any commission, finder's fee or other third party costs or charges related to this LOI or any Lease that is executed.
11. LOI Does Not Constitute a Lease, Option or Other Rights. This LOI is only an outline of basic business terms that are the basis for moving forward with the negotiation of a Lease, which is much more complex and contains additional business terms. This LOI is only a promise by the Landlord to negotiate exclusively with the prospective undersigned Tenant for the Term of the LOI. Only a Lease that has been approved by the Council and fully executed by the Parties shall constitute a real estate contract that is binding on the City for the lease of the Premises or any portion thereof. The negotiation process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the Parties.
12. LOI is Exclusive to Tenant. The Landlord values the brand identity that Tenant brings to the negotiations and therefore this LOI is exclusive to the Tenant named in this agreement and is not assignable.

The Parties agree to the terms of this Letter of Intent:

“Everett and Jones” - Tenant

By: _____
Dorothy Everett

By: _____
John Jernegan

The City of Antioch – Landlord

Approved as to Form:

By: _____
Steven Duran, City Manager

By: _____
City Attorney



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Alternative Power Feasibility Study, P.W. 699

RECOMMENDED ACTION

It is recommended that the City Council receive the Alternative Power Feasibility Study and direct staff to continue negotiations with NRG for potential solar projects utilizing PG&E's bill credit transfer program under a Power Purchase Agreement.

STRATEGIC PURPOSE

This item supports Long Term Strategy N-2 by ensuring the City achieves long-term fiscal sustainability by providing lower cost energy through solar generation, and Strategy K-4 by making key infrastructure improvements in the Northeast Annexation Area by enhancing the usefulness of the NRG power plant property on Wilbur Avenue.

FISCAL IMPACT

There is no impact on the City's General Fund budget.

DISCUSSION

Staff has had ongoing discussions with companies that have proposed different ways of providing solar power to the City with the goal of achieving significant energy cost savings while providing renewable energy to our community. The majority of benefits generated by solar photo voltaic (PV) systems are from achieving utility bill savings. In order to maximize bill savings, the City must take advantage of the best combination of tariff and utility programs under which the system would be connected to the grid.

Timing of whichever proposal, if any, the Council decides to pursue, is the fact that the CPUC is considering proposed changes to the A-6 (PG&E's best tariff for most commercial and government customers often referred to as the "solar friendly" tariff) tariff that would make City facilities ineligible to switch. PG&E customers will have the option to switch to A-6 through the end of 2016. The Alternative Power Feasibility Study (Study) prepared by ARC Alternatives has sized each system to take advantage of the A-6 tariff and no other tariffs were considered in the analysis.

With the complexity and differences in the types of systems and resulting benefits and liabilities of each added to the changing government legislation and programs offered by PG&E, the City hired ARC Alternatives to provide an independent analysis of the two types of projects being proposed.

The first type of system is a traditional *Net Energy Metering (NEM)* project that would be built at multiple City owned facilities. This type of program, proposed by OpTerra (and others), would allow the City to receive financial credit for electricity that is fed into the grid. These credits are used to offset the City's electricity bill.

The second offered by NRG is a single, large system that utilizes *Bill Credit Transfers (RES-BCT)* to offset multiple electricity bills. This project is based on a system built on property currently owned by NRG on Wilbur Avenue with the power generated sold to the City under a *Power Purchase Agreement (PPA)*.

Independent energy consultant ARC Alternatives analyzed the feasibility of systems like those proposed by NRG and OpTerra to determine how much solar is needed to offset the City's electricity bills at City sites. ARC did not evaluate each proposal from OpTerra and NRG, but instead using market pricing to conduct their analysis, performed a high level validation of the systems proposed by firms and modeled the economic impacts (costs and benefits of implementing the project). Utilizing market pricing resulted in more positive economic results than seen in both OpTerra and NRG's proposals.

ARC's study concludes that the net savings over the expected 25 year life of the PV systems is \$9.4M for the OpTerra proposed NEM project and \$12.2M over the same period for the NRG proposed RES-BCT project. The study concludes that both projects result in significant savings, but that based on the greater savings achieved by the RES-BCT system, as well as the many non-financial advantages to such an approach, such as ease of implementation, site impact, ongoing operations, job creation and environmental impacts. ARC Alternatives recommends proceeding with the RES-BCT project.

Subject to Council directing staff to proceed with the RES-BCT proposal by NRG, a detailed review of their proposal and final pricing of the system will be completed to ensure that the City is maximizing our financial and non-financial benefits from the project.

Should the Council instead decide to pursue a traditional NEM project, ARC Alternatives recommends an open, competitive procurement to select a vendor or PPA Provider.

ATTACHMENTS

- A: Alternative Power Feasibility Study
- B: PowerPoint

ATTACHMENT "A"



ALTERNATIVE POWER FEASIBILITY STUDY

Prepared for:
City of Antioch

Prepared by:
ARC Alternatives
January 14, 2015
San Francisco, CA



Table of Contents

1. Executive Summary
2. Introduction
3. Methodology
4. Regulatory and Financial Options
5. Site Analysis
6. Economic Modeling
7. Other Considerations
8. Recommendations and Next Steps

A2

1. EXECUTIVE SUMMARY

A3



Executive Summary

Background

The City of Antioch contracted with ARC Alternatives to investigate the feasibility of solar PV systems and compare the relative merits of two approaches to implementation. The first is a single, large system that utilizes bill credit transfers (RES-BCT) to offset multiple electricity bills. The second is a traditional net energy metering (NEM) project to be built at multiple City owned facilities. This Feasibility Study evaluates the economic feasibility of the two approaches and estimates the electricity production and financial savings from each project. ARC Alternatives estimated potential system size, generating potential, and project cost based on previous studies and vendor proposals. Results of our analysis are presented in Section 6 of this report.

Report Structure

The report is structured in five main sections. The first section describes the methodology used to estimate system size and electricity generation and to evaluate the financial feasibility of installing the PV systems. The second section explores regulatory and financial options. The third summarizes the site analysis and how system sizing was determined. The fourth section focuses on the estimated economic impacts of the project. The last section contains our recommendations and a list of suggested next steps.

Economic Modeling Results

The Feasibility Study evaluated systems with capacities ranging from 15 kW to 2,550 kW. Implementation of the traditional NEM project would result in 1.7 MW of solar capacity and implementation of the REC-BCT project would result in 2.6 MW of solar capacity. We estimate the net savings of NEM scenario to be \$9.4M over the

expected 25 year life of the solar PV systems. We estimate the savings to the City for the RES-BCT scenario to be \$12.2M over the same period.

Recommendations

The Feasibility Study documents a solid case for moving forward with either PV project based on financial savings. However, considering the greater savings achieved by the RES-BCT system, as well as the many non-financial advantages to such an approach, ARC Alternatives recommends proceeding with the RES-BCT project. Next steps include consideration of these results with Council, followed by negotiations with NRG, should that be the decision of the Council. Should the Council instead decide to pursue a traditional NEM project, ARC Alternatives recommends an open, competitive procurement to select a vendor or PPA Provider.

AT

2. INTRODUCTION

AS

Introduction and Background

The City of Antioch is considering two approaches to implementing solar. The first is a large project on a single site, where the bill savings would be achieved through PG&E's bill credit transfer program (RES-BCT). This project is based on a proposal by NRG, who is proposing to build the system and sell the power to the City under a Power Purchase Agreement (PPA).

The second approach under consideration is a traditional, multi-site project using net energy metering (NEM). This project is based on systems proposed by OpTerra (and others), though our economic analysis uses market pricing from recent procurements. The OpTerra pricing as made available to ARC is above current market prices and does not represent a good point of comparison to the NRG REC-BCT project.

In this report, we determine how much solar is needed to offset the City's electricity bills at the sites, perform a high-level validation of the systems proposed to date, and model the economic impacts (costs and benefits) of implementing the project.

The report is organized in the following sections:

- Methodology
- Regulatory and Financial Options
- Analysis
- Results
- Other Considerations
- Recommendations and next steps



At

3. METHODOLOGY

A7



Economic Analysis

We use conceptual system designs to estimate construction costs and solar production. These are incorporated into our models, along with utility information, to forecast project costs and benefits.

Recreating the Bill

The key to performing economic analysis of a solar system is recreating the utility bill and determining how much more or less the City would spend after installing solar. ARC Alternatives follows the steps below to perform this analysis.

- Forecast the production of the solar system using an industry standard tool such as HelioScope
- Determine the net import or export for every hour of the year
- Assign a dollar value for import or export, depending on the time-of-use as defined by the applicable utility tariff (accounting for any rate switch)
- Take the difference between the value of imported electricity (remaining bill) and exported generation (credits) to determine residual utility bill
- Analysis must also account for fixed charges, demand charges, taxes, and other fees not necessarily impacted by solar production
- The difference between the utility bill before implementing solar and the residual bill represents the bill savings (or avoided utility costs) for the project

Lifecycle Cash Flow

We take the revenue generated by the project, primarily in the form of bill savings, and combine it with lifecycle costs (including operations and maintenance) to create the economic analysis. In the course of the Feasibility Study, ARC Alternatives:

- Developed a full cash flow for every scenario analyzed to accurately assess impacts (both positive and negative) on City finances
- Used economic models to test sensitivities and identify the most beneficial investment strategy
- Created a comprehensive cash flow that includes system costs, O&M costs (including extended warranties, performance guarantees, and equipment replacement), financing costs, rebate/incentive income, Federal tax credits and depreciation (if applicable), and utility bill savings

4. REGULATORY AND FINANCIAL OPTIONS

A9



Tariff and Production Compensation Options

Relevant Tariffs (rate schedules)

The majority of benefits generated by a solar PV system are from achieving utility bill savings. In order to maximize bill savings, the City must take advantage of the best combination of tariff and utility program under which the system will be connect to the grid.

In PG&E service territory, the best tariff for most commercial and government customers is the A-6 tariff. This is often referred to as a “solar friendly” tariff because it consists almost entirely of energy charges (kWh) and has zero demand charges (kW). Additionally, the energy charges in the A-6 tariff are based on Time of Use (TOU), with energy costing a great deal more during the peak than in off-peak periods. This works extremely well for solar because solar PV peak production aligns with the peak period in PG&E’s tariff.

The CPUC is considering proposed changes to the A-6 tariff that would make City facilities ineligible to switch. However, PG&E customers will have the option to switch to A-6 through the end of 2016. As a result, each system in this study is sized to take advantage of the A-6 tariff and no other tariffs were considered in the analysis.

Production Compensation Options

Net Energy Metering (NEM) –The NEM program allows customers to receive financial credit for electricity that is fed into the grid. These credits are used to offset the customer’s electricity bill. Under this program, there is an annual true-up

when the utility and the customer settle all outstanding credits and payments. Exported and purchased electricity is valued based on the time of use specified in the Option-R tariff. NEM is limited to systems up to 5 MW in size for local governments. The customer retains ownership of the Renewable Energy Credits (RECs).

Renewable Energy Self-Generation-Bill Credit Transfer (RES-BCT) – This program allows a solar system to offset use at a meter, then all excess energy is credited to other accounts owned by same public agency. However, credit is only given for the generation component of the utility rate (approximately half the retail rate), so the economics can be inferior to NEM systems.

Net Energy Metering-Aggregation (NEM-A) – This program is similar to RES-BCT, except financial credits can be applied to other meters on the same or adjacent properties at the **full retail electricity rate**. NEM-A is extremely useful at large sites with multiple meters.

Feed-in Tariffs (FIT) – California’s current program provides a mechanism for utility customers to sell electricity produced by solar and other renewable energy systems (less than 3MW) to their utility. Prices are based on a reverse auction market mechanism.

A/D

5. SITE ANALYSIS

A11

Solar Scenarios Analyzed

ARC Alternatives analyzed two scenarios for the City which include PPA models for two different methods of interconnection with PG&E.

Scenario 1: NEM PPA (10 sites, 2.8 MW)

We first examined the City's opportunity to install traditional Net Energy Metering solar systems at each of the City's major electrical using sites. After conducting a bill analysis for all of the City's electrical meters, ten (10) sites were chosen to be included in the NEM scenario. A brief review of aerial images of the sites and older solar studies and proposals were used to determine the available area at each site for a potential solar system.

Scenario 2: RES-BCT PPA (1 site, 2.55MW)

We also examined the Renewable Energy Self-Generation-Bill Credit Transfer (RES-BCT), which allows a solar system to offset use at a meter and credit all excess energy to other accounts owned by same public agency. However, credit is only given for the generation component of the utility rate (approximately half the retail rate). The maximum system size that can be implemented under RES-BCT is 5MW. The City is in possession of a proposal from NRG to build a system of using RES-BCT adjacent to their existing power plant. The NRG bid is used as a basis of the RES-BCT system scenarios in this report. However, all aspects of the project are modeled separately to provide an independent perspective of the project.



A12

Site Analysis – Meters and Accounts

A table summarizing the City's electric utility accounts and meters utilized for the feasibility study is provided below:

Site Name	Site Address	Meter Number(s)	Site Annual Usage (kWh/yr)	Annual Utility Cost (\$/Yr.)
WTR TREATMNT PLT	401 PUTNAM ST	1009974857	4,035,205	\$583,488
CITY HALL	THIRD AND H ST	1003743622	372,267	\$69,969
WATER PARK	4701 LONE TREE WAY	R65924, 84P281	597,278	\$99,490
POLICE STATION	300 L ST	1004778994	1,161,900	\$187,365
HARBOR MASTER	FOOT OF L ST	1005692160	28,722	\$6,113
MAINT YARD	1201 W 4TH ST at MAINT.YARD	1005719605	223,438	\$41,695
COM REC CENTER	213 F ST	1009510382	155,198	\$34,693
COMMUNITY CENTER	4703 LONE TREE WAY	1008820338	428,704	\$80,623
GOLF COURSE	1200 Lone Tree Way	1005723059	534,700	\$114,547
BALLPARK FIELD LIGHTS	701 JAMES DONLON BLVD	1004464553	148,622	\$29,226
Total			7,686,032	\$1,973,121

This only represents a portion of the total use and spend for the City each year. Based on data for 2013-14, the City spends a total **\$2.075** million on **12.4** million kWh of electricity per year. Note that the data for this period reflects a four day work week and underutilization of the NRCC. We expect energy use and utility costs to be higher in the future as a result.

A13



Solar System Capacities

Systems were sized at each site to offset 80% of the total annual consumption. It should be noted that obtaining a 80% offset was not possible due to space constraints at the Police Station and the Golf Course. The NEM system size at the Treatment Plant is limited regulatory constraints for NEM systems sizes that limit the Alternating Current system size to 1MW.

It is important to note that only a cursory review of each facility was conducted and previous studies conducted by others were leveraged to determine system sizes for each facility. The RES-BCT system was modeled to loosely replicate a system proposed by a vendor that has been in discussions about the project with the City.

Site Name	System Size (kW-dc)	Annual Production (kWh)	Annual Usage Offset
WTR TREATMNT PLT	1,146.0	1,778,965	44%
CITY HALL	191.8	297,813	80%
WATER PARK	307.8	477,822	80%
POLICE STATION	407.0	631,796	54%
HARBOR MASTER	14.8	22,978	80%
MAINT YARD	115.2	178,750	80%
COM REC CENTER	80.0	124,158	80%
COMMUNITY CENTER	220.9	342,963	80%
GOLF COURSE	258.0	400,500	75%
BALLPARK FIELD LIGHTS	76.6	118,897	80%
RES BCT	2,550.0	4,589,989	NA

A14

6. ECONOMIC MODELING

A15



Assumptions Used in Economic Analysis

Key assumptions used in the analysis are shown in the tables below. PPA prices were determined using recent market data for both the NEM and RES-BCT projects. Market pricing used for the NEM project is lower than vendor prices recently proposed to the City, as projects resulting from competitive procurements are almost always less costly than sole source deals. We also expect the price for the REC-BCT system to be lower than pricing currently in-hand, given what we have seen for similar projects in California. Additionally, the RES-BCT project is modeled using pricing that is lower than the NEM project given it is large enough to take advantage of economies of scale and because it is ground-mounted, a less expensive approach to building systems than the elevated carports comprising much of the NEM project.

The equivalent system capital cost is determined using current industry pricing and is used to estimate the amount of overhead and contingency the city will need for both projects. Each scenario includes 5% of capital costs to account for project management, consultant support, and contingency. PPA projects include ongoing operation and maintenance within the agreement, so no additional ongoing costs are included.

One of the most important assumptions in the analysis is the rate of utility cost escalation. We use a conservative rate based on CPUC studies and our past experience with performing analysis for Cities. This rate should be discussed with City staff to confirm it strikes the right balance between being conservative enough and showing an accurate picture of future expectations of the financial performance of the system. The analysis assumes an annual escalation of utility costs of 3.25%. This escalation rate is on the low end of the expected range and has been used by other cities in California.

Modeling Variable	NEM	RES-BCT
Equivalent System Capital Cost (\$/W)	\$3.40	
Power Purchase Overhead, PM, Contingency (% of System Cost)	5%	
Power Purchase Energy Rate (\$/kWh)	\$0.131	\$0.120
Power Purchase Escalation Rate (%/yr.)	3.00%	0.00%
Utility Escalation (%/yr.)	3.25%	
Solar Production Degradation (%/yr.)	0.50%	
Overgeneration Credit Rate (\$/kWh)	\$0.05	

Baseline Electricity Use

It is important to understand forecasted utility costs for electricity before considering energy savings projects. ARC Alternatives modeled the current electricity bills for only the sites considered in this study, using the current PG&E tariffs (as of December 2015).

The analysis also assumes no additional load at the sites due to occupancy growth or new construction and excludes any energy savings projects that may be implemented.

Our forecast for City electricity expenditures at the 10 sites considered in this study for the next 25 years is nearly \$47 million.

Site	Single Year Energy Cost	25 Year Total Energy Cost Projection
WTR TREATMNT PLT	\$583,488	\$21,985,796
CITY HALL	\$69,969	\$2,636,411
WATER PARK	\$99,490	\$3,748,777
POLICE STATION	\$187,365	\$7,059,908
HARBOR MASTER	\$6,113	\$230,346
MAINT YARD	\$41,695	\$1,571,069
COM REC CENTER	\$34,693	\$1,307,243
COMMUNITY CENTER	\$80,623	\$3,037,858
GOLF COURSE	\$114,547	\$4,316,138
BALLPARK FIELD LIGHTS	\$29,226	\$1,101,224
Total	\$1,247,209	\$46,994,770

Solar Summary Results

ARC Alternatives was able to estimate the resulting 25 Year Net System Savings taking into account the model assumptions previously identified. The figure below includes the cumulative net benefit of each scenario modeled. The cumulative net benefit shows the full impact of the implementation of each solar scenario over 25 years after costs are taken into account.

The table below includes the modeling results for the first year of operation and the full life cycle net benefit over 25 years for each site. Each individual NEM project and the RES-BCT system have a positive net benefit starting in the first year, with the exception of the Water Treatment Plant. Due to the negative net benefit, it is not recommended to pursue an NEM project at the Water Treatment Plant. It is therefore excluded from the analysis and the summaries included on pages 19, 20, and 21.

Site Name	First Year Net Benefit	25 Yr Net Benefit
WTR TREATMNT PLT	-\$44,402	-\$1,498,331
CITY HALL	\$31,104	\$1,194,536
WATER PARK	\$37,134	\$1,570,647
POLICE STATION	\$32,877	\$983,460
HARBOR MASTER	\$3,115	\$125,602
MAINT YARD	\$18,368	\$704,961
COM REC CENTER	\$18,491	\$707,281
COMMUNITY CENTER	\$35,866	\$1,378,030
GOLF COURSE	\$62,282	\$2,196,820
BALLPARK FIELD LIGHTS	\$13,710	\$559,236
RES-BCT	\$175,113	\$12,152,110

Scenario	System Size (kW-DC)	Annual Energy Production (kWh/yr)	Total City Energy Offset (%)	First Year Bill Savings (\$)	Total City Bill Offset (%)
NEM	1,672.1	2,595,679	21%	\$591,682	29%
RES-BCT	2,550.0	4,589,989	37%	\$725,912	35%

A18

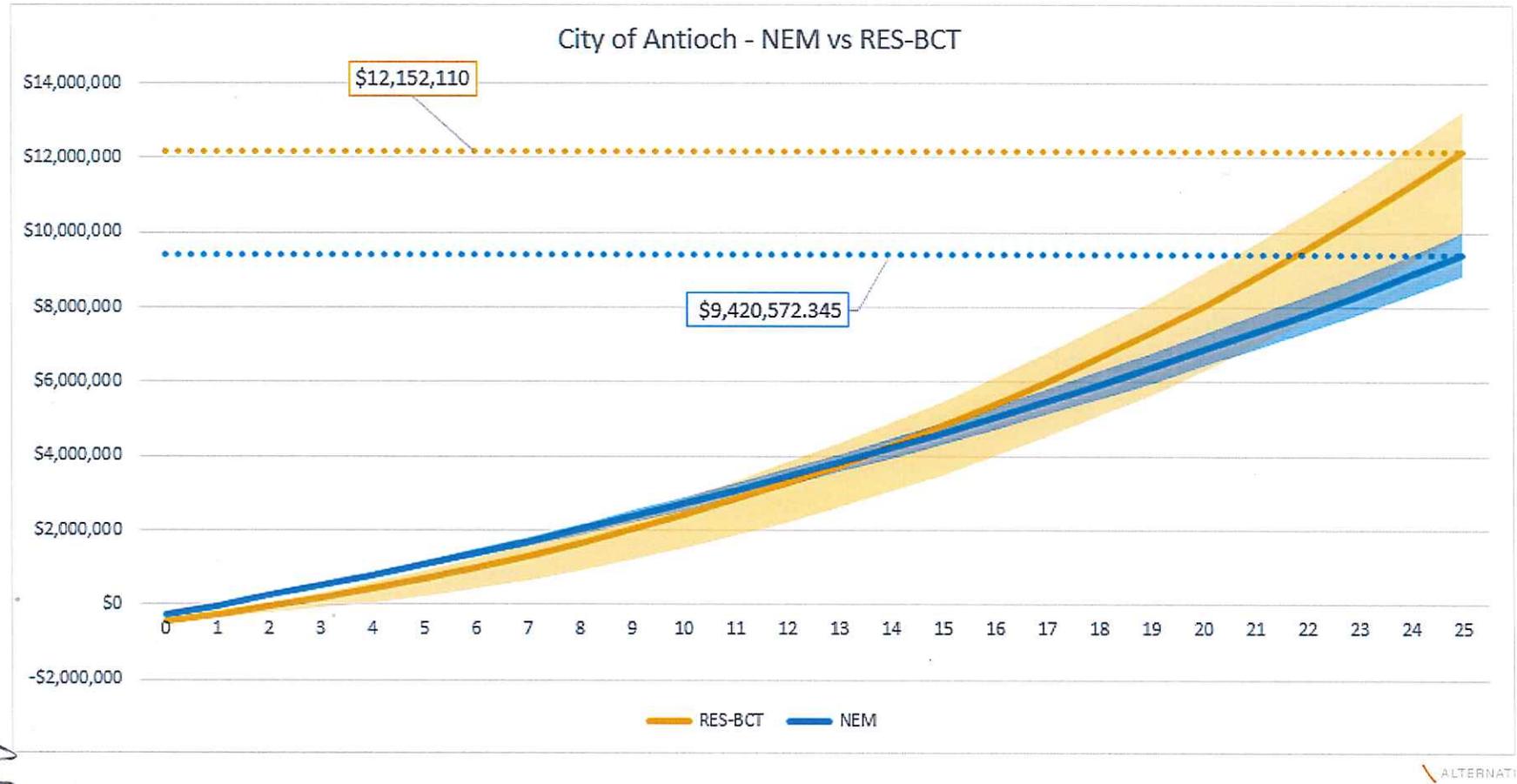


Cumulative Results Comparison

ARC Alternatives was able to estimate the resulting 25 Year Net System Savings taking into account the model assumptions previously identified. The figure below includes the cumulative net benefit of each scenario modeled. The cumulative net benefit shows the full impact of the implementation of each solar scenario over 25 years after costs are taken into account.

Both scenarios presented result in significant 25 year savings for the City. As shown in the figure, the RES-BCT project is projected to save the City roughly \$12.2M over 25 year as compared to the NEM project that is projected to save the City roughly \$9.5M over 25 years. The shaded area around each savings projection shows the anticipated pricing bounds for PPA projects and is roughly +/-10% of the modeled PPA costs. The range is slightly larger for the RES-BCT project due to the uncertainty of interconnection costs.

Pages 20 and 21 of this report include tables showing the annual breakdown of savings and cost for each of the scenarios.



A19

Scenario 1: NEM PPA Cash Flow

Feasibility - All NEM Projects

Total Number of Projects: 9	Total Annual Usage (kWh/yr): 3,650,828	First Year Production (kWh): 2,595,679	Generation Degredation Rate (%/yr): 0.50%
Number of Purchase Projects: 0	Base Annual Utility Cost (\$/yr): 663,721	First Year System Yield (kWh/kW-dc): 1,552	Utility Escalation Rate (%/yr): 3.25%
Number of PPA Projects: 9	Est. System Capital Cost: \$6,253,740	First Year Bill Offset: 89%	
	System Size (kW-dc): 1,672.12	First Year Generation Offset: 71%	

Analysis Year	Self Generation Savings					PPA Projects		Project Total	
	Avoided Energy (kWh)	Avoided Rate (\$/ kWh)	Self Generation Savings	Incentives	Net Self Generation Savings	Project Administration Costs	PPA Payment	Total Annual Cost	Net Savings
0	0	\$ -	\$ -	\$ -	\$ -	\$(284,261)	\$ -	\$(284,261)	\$(284,261)
1	2,595,679	\$ 0.2279	\$ 591,682	\$ -	\$ 591,682	\$ -	\$(338,736)	\$(338,736)	\$ 252,946
2	2,582,701	\$ 0.2360	\$ 609,600	\$ -	\$ 609,600	\$ -	\$(347,154)	\$(347,154)	\$ 262,446
3	2,569,787	\$ 0.2443	\$ 627,720	\$ -	\$ 627,720	\$ -	\$(355,780)	\$(355,780)	\$ 271,939
4	2,556,938	\$ 0.2528	\$ 646,382	\$ -	\$ 646,382	\$ -	\$(364,622)	\$(364,622)	\$ 281,761
5	2,544,153	\$ 0.2616	\$ 665,604	\$ -	\$ 665,604	\$ -	\$(373,682)	\$(373,682)	\$ 291,922
6	2,531,433	\$ 0.2708	\$ 685,402	\$ -	\$ 685,402	\$ -	\$(382,968)	\$(382,968)	\$ 302,433
7	2,518,775	\$ 0.2802	\$ 705,793	\$ -	\$ 705,793	\$ -	\$(392,485)	\$(392,485)	\$ 313,308
8	2,506,182	\$ 0.2900	\$ 726,795	\$ -	\$ 726,795	\$ -	\$(402,238)	\$(402,238)	\$ 324,557
9	2,493,651	\$ 0.3001	\$ 748,427	\$ -	\$ 748,427	\$ -	\$(412,234)	\$(412,234)	\$ 336,193
10	2,481,182	\$ 0.3106	\$ 770,707	\$ -	\$ 770,707	\$ -	\$(422,478)	\$(422,478)	\$ 348,229
11	2,468,777	\$ 0.3215	\$ 793,635	\$ -	\$ 793,635	\$ -	\$(432,977)	\$(432,977)	\$ 360,658
12	2,456,433	\$ 0.3320	\$ 815,471	\$ -	\$ 815,471	\$ -	\$(443,736)	\$(443,736)	\$ 371,735
13	2,444,150	\$ 0.3428	\$ 837,733	\$ -	\$ 837,733	\$ -	\$(454,763)	\$(454,763)	\$ 382,970
14	2,431,930	\$ 0.3539	\$ 860,602	\$ -	\$ 860,602	\$ -	\$(466,064)	\$(466,064)	\$ 394,538
15	2,419,770	\$ 0.3654	\$ 884,096	\$ -	\$ 884,096	\$ -	\$(477,646)	\$(477,646)	\$ 406,450
16	2,407,671	\$ 0.3772	\$ 908,230	\$ -	\$ 908,230	\$ -	\$(489,515)	\$(489,515)	\$ 418,715
17	2,395,633	\$ 0.3895	\$ 933,023	\$ -	\$ 933,023	\$ -	\$(501,680)	\$(501,680)	\$ 431,344
18	2,383,655	\$ 0.4021	\$ 958,493	\$ -	\$ 958,493	\$ -	\$(514,146)	\$(514,146)	\$ 444,347
19	2,371,736	\$ 0.4152	\$ 984,658	\$ -	\$ 984,658	\$ -	\$(526,923)	\$(526,923)	\$ 457,735
20	2,359,878	\$ 0.4286	\$ 1,011,537	\$ -	\$ 1,011,537	\$ -	\$(540,017)	\$(540,017)	\$ 471,520
21	2,348,078	\$ 0.4426	\$ 1,039,150	\$ -	\$ 1,039,150	\$ -	\$(553,436)	\$(553,436)	\$ 485,714
22	2,336,338	\$ 0.4569	\$ 1,067,516	\$ -	\$ 1,067,516	\$ -	\$(567,189)	\$(567,189)	\$ 500,327
23	2,324,656	\$ 0.4717	\$ 1,096,656	\$ -	\$ 1,096,656	\$ -	\$(581,284)	\$(581,284)	\$ 515,372
24	2,313,033	\$ 0.4871	\$ 1,126,591	\$ -	\$ 1,126,591	\$ -	\$(595,729)	\$(595,729)	\$ 530,863
25	2,301,468	\$ 0.5029	\$ 1,157,344	\$ -	\$ 1,157,344	\$ -	\$(610,533)	\$(610,533)	\$ 546,811
Sum Total	61,143,686		\$ 21,252,848	-	\$ 21,252,848	\$(284,261)	\$(11,548,015)	\$(11,832,276)	\$ 9,420,572

Report Prepared by: ARC Alternatives, www.arc-alternatives.com

Analysis Date: 01/14/2016

AR



Scenario 2: RES-BCT PPA Cash Flow

Feasibility - RES-BCT Project

Total Number of Projects: 1	Total Annual Usage (kWh/yr): 4,589,989	First Year Production (kWh): 4,589,989	Generation Degredation Rate (%/yr): 0.50%
Number of Purchase Projects: 0	Base Annual Utility Cost (\$/yr): 725,912	First Year System Yield (kWh/kW-dc): 1,800	Utility Escalation Rate (%/yr): 3.25%
Number of PPA Projects: 1	Est. System Capital Cost: \$9,537,000	First Year Bill Offset: 100%	
	System Size (kW-dc): 2,550.00	First Year Generation Offset: 100%	

Analysis Year	Self Generation Savings				PPA Projects		Project Total		
	Avoided Energy (kWh)	Avoided Rate (\$/ kWh)	Self Generation Savings	Incentives	Net Self Generation Savings	Project Administration Costs	PPA Payment	Total Annual Cost	Net Savings
0	0	\$ -	\$ -	\$ -	\$ -	\$(433,500)	\$ -	\$(433,500)	\$(433,500)
1	4,589,989	\$ 0.1582	\$ 725,912	\$ -	\$ 725,912	\$ -	\$(550,799)	\$(550,799)	\$ 175,113
2	4,567,039	\$ 0.1633	\$ 745,756	\$ -	\$ 745,756	\$ -	\$(548,045)	\$(548,045)	\$ 197,712
3	4,544,204	\$ 0.1686	\$ 766,143	\$ -	\$ 766,143	\$ -	\$(545,305)	\$(545,305)	\$ 220,839
4	4,521,483	\$ 0.1741	\$ 787,088	\$ -	\$ 787,088	\$ -	\$(542,578)	\$(542,578)	\$ 244,510
5	4,498,876	\$ 0.1797	\$ 808,605	\$ -	\$ 808,605	\$ -	\$(539,865)	\$(539,865)	\$ 268,740
6	4,476,381	\$ 0.1856	\$ 830,710	\$ -	\$ 830,710	\$ -	\$(537,166)	\$(537,166)	\$ 293,544
7	4,454,000	\$ 0.1916	\$ 853,420	\$ -	\$ 853,420	\$ -	\$(534,480)	\$(534,480)	\$ 318,940
8	4,431,730	\$ 0.1978	\$ 876,750	\$ -	\$ 876,750	\$ -	\$(531,808)	\$(531,808)	\$ 344,943
9	4,409,571	\$ 0.2043	\$ 900,718	\$ -	\$ 900,718	\$ -	\$(529,149)	\$(529,149)	\$ 371,570
10	4,387,523	\$ 0.2109	\$ 925,342	\$ -	\$ 925,342	\$ -	\$(526,503)	\$(526,503)	\$ 398,839
11	4,365,585	\$ 0.2178	\$ 950,638	\$ -	\$ 950,638	\$ -	\$(523,870)	\$(523,870)	\$ 426,768
12	4,343,757	\$ 0.2248	\$ 976,626	\$ -	\$ 976,626	\$ -	\$(521,251)	\$(521,251)	\$ 455,375
13	4,322,039	\$ 0.2321	\$ 1,003,325	\$ -	\$ 1,003,325	\$ -	\$(518,645)	\$(518,645)	\$ 484,680
14	4,300,429	\$ 0.2397	\$ 1,030,753	\$ -	\$ 1,030,753	\$ -	\$(516,051)	\$(516,051)	\$ 514,702
15	4,278,926	\$ 0.2475	\$ 1,058,931	\$ -	\$ 1,058,931	\$ -	\$(513,471)	\$(513,471)	\$ 545,460
16	4,257,532	\$ 0.2555	\$ 1,087,880	\$ -	\$ 1,087,880	\$ -	\$(510,904)	\$(510,904)	\$ 576,976
17	4,236,244	\$ 0.2638	\$ 1,117,620	\$ -	\$ 1,117,620	\$ -	\$(508,349)	\$(508,349)	\$ 609,270
18	4,215,063	\$ 0.2724	\$ 1,148,173	\$ -	\$ 1,148,173	\$ -	\$(505,808)	\$(505,808)	\$ 642,365
19	4,193,988	\$ 0.2813	\$ 1,179,561	\$ -	\$ 1,179,561	\$ -	\$(503,279)	\$(503,279)	\$ 676,282
20	4,173,018	\$ 0.2904	\$ 1,211,807	\$ -	\$ 1,211,807	\$ -	\$(500,762)	\$(500,762)	\$ 711,045
21	4,152,153	\$ 0.2998	\$ 1,244,935	\$ -	\$ 1,244,935	\$ -	\$(498,258)	\$(498,258)	\$ 746,677
22	4,131,392	\$ 0.3096	\$ 1,278,968	\$ -	\$ 1,278,968	\$ -	\$(495,767)	\$(495,767)	\$ 783,201
23	4,110,735	\$ 0.3196	\$ 1,313,932	\$ -	\$ 1,313,932	\$ -	\$(493,288)	\$(493,288)	\$ 820,644
24	4,090,181	\$ 0.3300	\$ 1,349,852	\$ -	\$ 1,349,852	\$ -	\$(490,822)	\$(490,822)	\$ 859,030
25	4,069,730	\$ 0.3407	\$ 1,386,753	\$ -	\$ 1,386,753	\$ -	\$(488,368)	\$(488,368)	\$ 898,386
Sum Total	108,121,567		\$ 25,560,198	\$ -	\$ 25,560,198	\$(433,500)	\$(12,974,588)	\$(13,408,088)	\$ 12,152,110

Report Prepared by: ARC Alternatives, www.arc-alternatives.com

Analysis Date: 01/14/2016



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7. OTHER CONSIDERATIONS

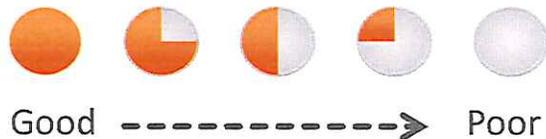
A02



Non-Economic Impacts

The City also needs to consider the other costs and benefits associated with each implementation option under consideration. In the table below, we identify various implementation and operational considerations and assess each option against them.

Consideration	RES-BCT	NEM
Implementation – The level of effort and cost required by the City to oversee and manage the installation of the system(s).		
Site Impact – The impact the installation the system will have on individual site, whether aesthetic, operational, or environmental.		
Ongoing Operations – The extent of the City’s responsibilities for ongoing operations and maintenance of the systems <i>as well as</i> the impact to City operations when servicing is done or repairs are made.		
Job Creation – Enhanced economic activity and the creation of jobs, especially local, by the construction and ongoing operations and maintenance of the system(s).		
Environmental Impact – The quantity of green energy produced, amount of current City consumption offset, and the corresponding GHG reductions.		



A23

8. RECOMMENDATIONS AND NEXT STEPS

ART

Recommendations and Next Steps

Recommendations

Based on the results of this Feasibility Study, which demonstrates significant cost savings using conservative assumptions for both the NEM scenario and the RES-BCT scenario, ARC Alternatives recommends the City proceed with the development of the RES-BCT project. This recommendation is based on the additional savings generated by the RES-BCT project and the other advantages to building on a single site, not the least of which being the additional cost and effort of implementing the NEM project compared to the RES-BCT project.

Several of the NEM sites pose implementation difficulties that could limit their system sizes or eliminate them entirely with further investigation. Portfolios regularly shrink between feasibility and construction, which means the total generation, savings, and economic benefits of the NEM project could be smaller than modeled in this study.

The RES-BCT project provides more generating capacity, more job creation potential, more environmental benefits, and the total economic benefits to the City are greater than

the NEM project. It would also have much less implementation and economic risk and would represent a more efficient investment.

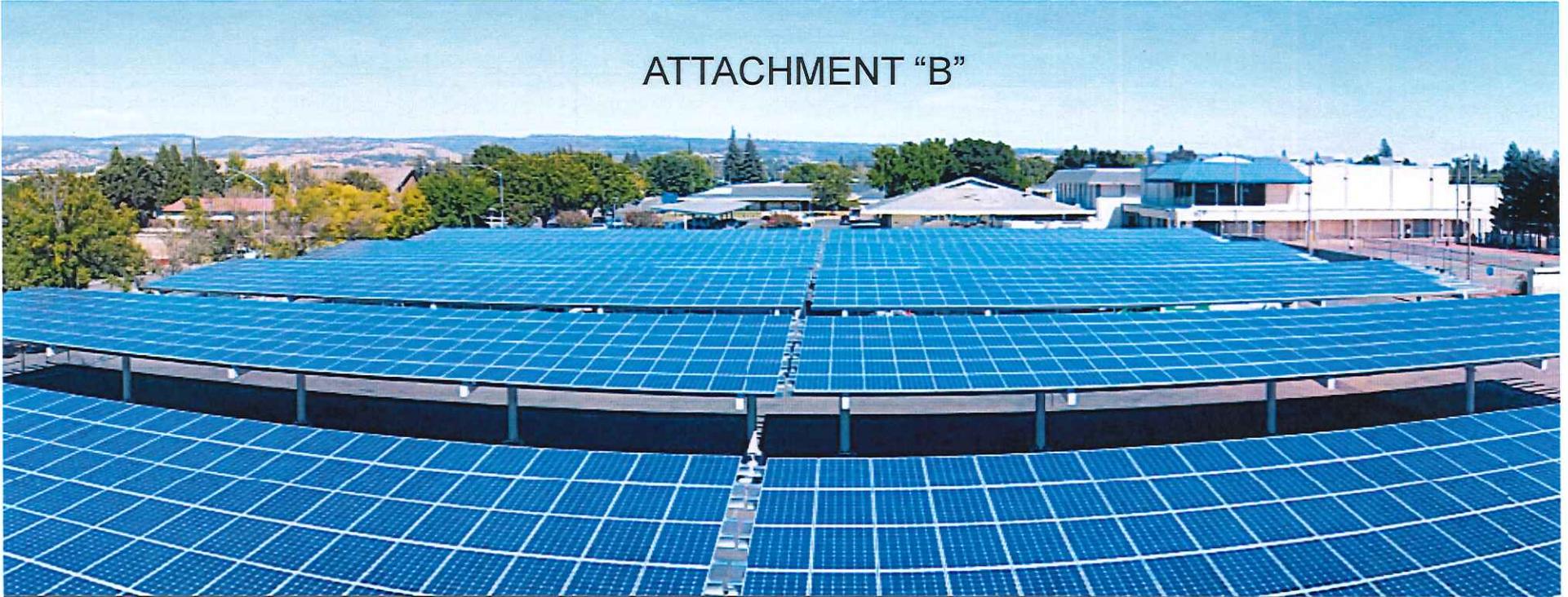
Next Steps

ARC Alternatives recommends moving forward with NRG to complete the development arrangement allowing for the City to implement the RES-BCT project. ARC Alternatives recommends that prior completing a development agreement, detailed review of the proposed systems and final pricing of the system be completed to ensure that the City is maximizing their benefit from the project. PPA pricing is complex and oftentimes better pricing can be achieved through a detailed project review and identification and mitigation of project risks.



A25

ATTACHMENT "B"



ALTERNATIVE POWER FEASIBILITY STUDY
PRESENTATION TO THE CITY COUNCIL

Prepared for:
City of Antioch

Prepared by:
ARC Alternatives
January 26, 2015
San Francisco, CA



B1

Introduction and Background

The City of Antioch hired ARC Alternatives to analyze two approaches to implementing solar.

- A large project on a single site using PG&E's bill credit transfer program (RES-BCT)
- A traditional, multi-site project using net energy metering (NEM).

The ARC study determines how much solar is needed to offset the City's electricity bills at the sites, includes a high-level validation of the systems proposed to date, and models the economic impacts (costs and benefits) of implementing the project.



BA

Solar Scenarios Analyzed

ARC Alternatives analyzed two scenarios for the City which include PPA models for two different methods of interconnection with PG&E.

Scenario 1: NEM PPA (10 sites, 2.8 MW)

- Based on OpTerra proposal to build systems on multiple City sites
- Reviewed City utility data to identify sites
- Selected 10 sites
- Conducted brief review of aerial images of the sites and older solar studies and proposals

Scenario 2: RES-BCT PPA (1 site, 2.55MW)

- Based on NRG proposal to build system adjacent to existing power plant
- All aspects of the project, including cost, are modeled separately to provide an independent perspective



Assumptions Used in Economic Analysis

Key assumptions used in the analysis are shown in the tables below. In addition, it is important to note:

- PPA prices were determined using recent market data for both the NEM and RES-BCT projects – pricing from existing proposals was not used, as it is higher than we would anticipate after negotiations (in the case of the RES-BCT project) or a competitive procurement (in the case of the NEM project)
- The annual rate of utility cost escalation uses a conservative benchmark based on CPUC studies and our past experience with performing analysis for Cities. The analysis assumes an annual escalation of utility costs of 3.25%. This escalation rate is on the low end of the expected range and has been used by other cities in California.

Modeling Variable	NEM	RES-BCT
Equivalent System Capital Cost (\$/W)	\$3.40	
Power Purchase Overhead, PM, Contingency (% of System Cost)	5%	
Power Purchase Energy Rate (\$/kWh)	\$0.131	\$0.120
Power Purchase Escalation Rate (%/yr.)	3.00%	0.00%
Utility Escalation (%/yr.)	3.25%	
Solar Production Degradation (%/yr.)	0.50%	
Overgeneration Credit Rate (\$/kWh)	\$0.05	

Summary Results

The table below includes the modeling results for the first year of operation and the full life cycle net benefit over 25 years for each site. Each individual NEM project and the RES-BCT system have a positive net benefit starting in the first year, with the exception of the Water Treatment Plant. Due to the negative net benefit, it is not recommended to pursue an NEM project at the Water Treatment Plant. It is therefore excluded from the analysis and the summaries included later in this presentation.

Site Name	First Year Net Benefit	25 Yr Net Benefit
WTR TREATMNT PLT	-\$44,402	-\$1,498,331
CITY HALL	\$31,104	\$1,194,536
WATER PARK	\$37,134	\$1,570,647
POLICE STATION	\$32,877	\$983,460
HARBOR MASTER	\$3,115	\$125,602
MAINT YARD	\$18,368	\$704,961
COM REC CENTER	\$18,491	\$707,281
COMMUNITY CENTER	\$35,866	\$1,378,030
GOLF COURSE	\$62,282	\$2,196,820
BALLPARK FIELD LIGHTS	\$13,710	\$559,236
RES-BCT	\$175,113	\$12,152,110

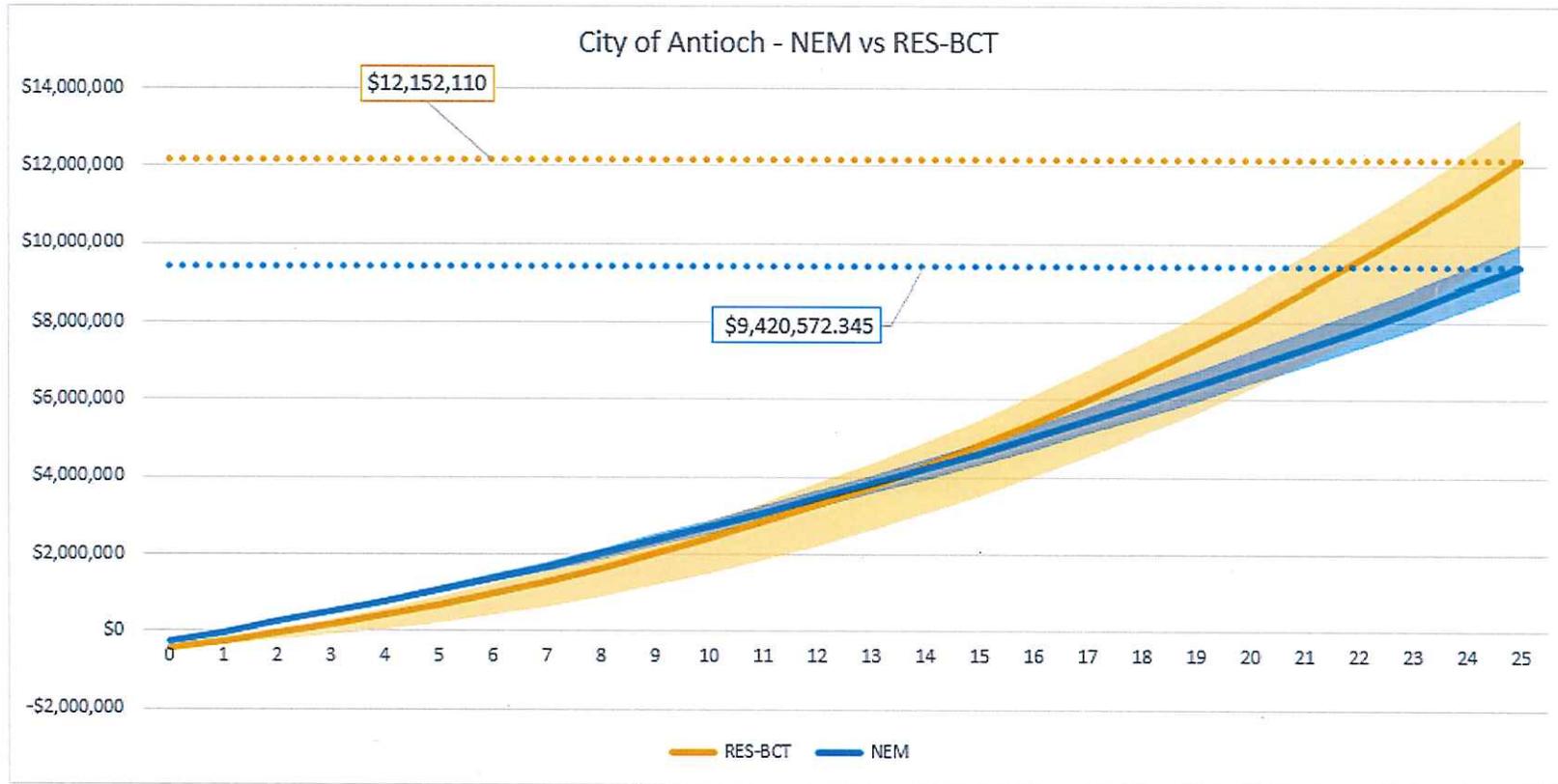
Scenario	System Size (kW-DC)	Annual Energy Production (kWh/yr)	Total City Energy Offset (%)	First Year Bill Savings (\$)	Total City Bill Offset (%)
NEM	1,672.1	2,595,679	21%	\$591,682	29%
RES-BCT	2,550.0	4,589,989	37%	\$725,912	35%

85



Cumulative Results Comparison

Both projects result in significant 25 year savings for the City. As shown in the figure, the RES-BCT project is projected to save the City roughly \$12.2M over 25 year as compared to the NEM project that is projected to save the City roughly \$9.5M over 25 years. The shaded area around each savings projection shows the anticipated pricing bounds for PPA projects and is roughly +/- 10% of the modeled PPA costs. The range is slightly larger for the RES-BCT project due to the uncertainty of interconnection costs.

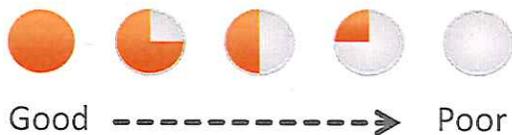


B6

Non-Economic Impacts

The City also needs to consider the other costs and benefits associated with each implementation option under consideration. In the table below, we identify various implementation and operational considerations and assess each option against them.

Consideration	RES-BCT	NEM
Implementation – The level of effort and cost required by the City to oversee and manage the installation of the system(s).		
Site Impact – The impact the installation the system will have on individual site, whether aesthetic, operational, or environmental.		
Ongoing Operations – The extent of the City’s responsibilities for ongoing operations and maintenance of the systems <i>as well as</i> the impact to City operations when servicing is done or repairs are made.		
Job Creation – Enhanced economic activity and the creation of jobs, especially local, by the construction and ongoing operations and maintenance of the system(s).		
Environmental Impact – The quantity of green energy produced, amount of current City consumption offset, and the corresponding GHG reductions.		



B7

Recommendations and Next Steps

Recommendations

ARC Alternatives recommends the City proceed with the development of the RES-BCT project.

- The RES-BCT project results in more utility savings
- Advantages to building on a single site, including lower City support cost and effort
- NEM sites pose potential implementation difficulties, possibly reducing the size of the portfolio and its associated benefits
- The RES-BCT project provides more generating capacity, more job creation potential, and more environmental benefits

Next Steps

- Move forward with NRG to complete the development arrangement allowing for the City to implement the RES-BCT project
- Prior completing a development agreement, conduct a detailed review of the proposed systems and negotiate final pricing





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: Consultant Service Agreement for the Zone I Transmission Pipeline Rehabilitation at Highway 4 (P.W. 701)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution amending the fiscal year 2015/2016 budget to include Water Enterprise funding in the amount of \$700,000 for the Zone I Transmission Pipeline Rehabilitation at Highway 4 project and authorize the City Manager to sign an agreement with RMC Water and Environment for design consulting services related to this project in the amount of \$86,312.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and Strategy K-2 by delivering high quality water to our customers.

FISCAL IMPACT

This project is not included in the 2015-2016 Capital Improvement Budget. Funding is available in the Water Enterprise fund for this work. This action amends the 2015-2016 budget to include \$700,000 of Water Enterprise funds for the engineering, construction, inspection, testing and contract administration associated with this project.

DISCUSSION

The Zone I transmission pipeline is a critical portion of the City's infrastructure for conveying water to the downtown area. During construction operations associated with the State Route 4 Widening project, excessive moisture was encountered within several excavations. Exploratory excavations performed by City forces along the pipeline in the vicinity of State Route 4 exposed numerous leaking pipeline connections. These leaks were repaired; however the lead packed joints of this nearly seventy year old pipeline are highly susceptible to additional failures due to vibration caused by highway traffic, as well as the future BART facility.

In November 2015, Staff requested proposals from three (3) engineering firms for design and engineering assistance for sliplining the existing pipeline within the State Route 4 right of way with fused PVC and HDPE pipe. A new valve and air/vacuum relief assembly are also expected to be installed on the northern and southern ends of the rehabilitated segment. Proposals were received from Brown and Caldwell of Walnut Creek and RMC Water and Environment of Walnut Creek. Based on the content of the

proposals, RMC Water and Environment was selected as the most qualified firm to provide the services required for this project. The scope of work and cost proposal are included in the attached Consultant Service Agreement.

ATTACHMENTS

- A: Resolution
- B: Consultant Service Agreement

ATTACHMENT "A"

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING THE 2015/2016 FISCAL YEAR BUDGET TO INCLUDE THE ZONE I
TRANSMISSION PIPELINE REHABILITATION AT HIGHWAY 4 AND AUTHORIZING
EXECUTION OF A DESIGN CONSULTING SERVICE AGREEMENT WITH
RMC WATER AND ENVIRONMENT
P.W. 701**

WHEREAS, an amendment increasing the fiscal year 2015/2016 budget to include Water Enterprise funding for this project in the amount of \$700,000 has been considered by City Council and;

WHEREAS, the City desires to execute a design consultant service agreement for this project with RMC Water and Environment in the amount of \$86,312; **NOW, THEREFORE, BE IT:**

RESOLVED that the City Council of the City of Antioch hereby approves an amendment increasing the fiscal year 2015/2016 budget to include Water Enterprise funding in the amount of \$700,000 and authorizes the City Manager to execute a design services agreement with RMC Water and Environment in the amount of \$86,312 for the Zone I Transmission Pipeline Rehabilitation at Highway 4.

* * * * *

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 26th day of January 2016, by the following vote:

AYES:

ABSENT:

NOES:

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

ATTACHMENT "B"

DESIGN CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND RMC WATER AND ENVIRONMENT FOR THE ZONE I TRANSMISSION PIPELINE REHABILITATION AT HIGHWAY 4 P.W. 701

THIS AGREEMENT for design consulting services is made by and between the City of Antioch ("City") and RMC Water and Environment ("Consultant") as of January 27, 2016.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2016 the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed **\$86,312.00, (Eighty-six thousand three hundred twelve dollars)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

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

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

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

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

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed Two thousand two hundred fifty dollars (\$2,250.00). Expenses not listed below are

not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

Reproduction

Delivery

Mileage

Travel Expenses

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

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

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

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

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

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

exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

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

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

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

4.5.2 Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.5.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 Claims made policies. If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4.6. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.7. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

4.8. Higher limits. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.9 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

4.10 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. Consistent with California Civil Code Section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, immediately indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of or resulting from any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents, sub-consultants or subcontractors in said performance of professional services under this Agreement, except to the extent that such claims, suits or actions were caused by the sole negligence, active negligence or willful misconduct of the City or such indemnification is otherwise prohibited under applicable law.

5.2. Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (a) above, and to the full extent permitted by law, CONSULTANT shall indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY and any Indemnified Parties from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

5.3. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant

accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- 7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 Confidentiality. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds

expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

- 9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:

RMC Water and Environment
Attn: Jennifer Glynn
2001 North Main Street, Suite 400
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

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

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

CITY:

CITY OF ANTIOCH

Steven Duran, City Manager

Attest:

Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

Derek Cole, Interim City Attorney

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

CONSULTANT:

RMC WATER AND ENVIRONMENT

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"

SCOPE OF WORK Design of 24" Domestic Water Pipeline Rehabilitation

Task 1. Project Management

RMC shall provide coordination and management of all subconsultants and other team members involved in the project. We will also closely coordinate any activities or project related issues with the City's designated Project Manager.

The Project Management tasks and deliverables will include, at a minimum, the following:

- 1.1 Kick-off Meeting: Within one (1) week of issuance of the Notice to Proceed (NTP), RMC will coordinate, prepare, and attend a kick-off meeting to be conducted at the City's offices and attended by the Project Manager and other key personnel. The purpose of the meeting will be to discuss project goals, schedule, procedures, anticipated issues, and establish communication channels between RMC and the City. We will prepare and distribute a meeting agenda at least two (2) days prior the meeting. RMC will also prepare meeting minutes and distribute to all attendees no later than five (5) business days after the meeting.
- 1.2 Monthly Invoices and Progress Reports: RMC shall provide monthly invoices detailing number of hours budgeted for each task and number of hours spent during the month and cumulative for the project. In addition, the monthly invoices shall identify labor, indirect and other project related costs incurred during the month. RMC will also provide monthly design progress reports. The monthly reports shall include, at a minimum, a narrative status of monthly progress, an updated schedule, an indication of any scheduling changes, and cost updates. The status report shall include an identification and evaluation of project related constraints and issues that might affect project design or construction costs.
- 1.3 Schedule: RMC will prepare and submit a design schedule including key milestones and all project related activities within one (1) week after NTP is issued. The schedule will be provided in MS Project 2003 format. Each task will be labeled with a complete description and an estimated duration in days or weeks, as appropriate.
- 1.4 Progress Meetings: RMC will prepare for and attend bi-weekly design progress meetings as necessary or requested by the client to discuss project status, schedule, issues that could impact project progress and/or budget and the following two week activities. All progress meetings shall be conducted via telephone, unless indicated and authorized otherwise by the City. We will prepare and distribute a meeting agenda at least two (2) days prior to all meetings. The agenda shall include all issues that require discussion and/or action and requests for information. We will prepare meeting minutes for all meetings and distribute to all attendees no later than five (5) business days after the meeting was held. This scope of work assumes 8 one half (1/2) hour conference calls.

Workshops: The Consultant shall prepare for and attend the following workshops with the City:

- Review 50% Design Submittal
- Review 100% Design Submittal

RMC will prepare and distribute the workshop agenda and materials for discussion at least two (2) days prior to all workshops. We will prepare workshop meeting minutes for all workshops and distribute to all attendees no later than five (5) business days after the workshop was held.

Deliverables:

- Kick-off meeting agenda and minutes (emailed electronically)
- Monthly invoices (one original copy per month)
- Design schedule in MS Project 2003 format (emailed electronically)
- Monthly Progress Reports, with progress invoices (one original copy per month)
- Progress Meeting agendas and minutes for up to 8 meetings (emailed electronically)
- Workshop agenda and minutes for 2 workshops (emailed electronically)

Task 2. Review Existing Information

RMC will review available existing information prior to development of our rehabilitation design. Existing information available for review includes a letter report titled "Technology Evaluation for 24-inch Pipeline Rehabilitation" prepared in September 2015 by Brown and Caldwell, City repair logs, pipeline as-built drawings, mapping, geotechnical information, and other pertinent documents provided by the City.

Task 3. Geotechnical Investigation

3.1 USA Field Marking and Notification for Test Boring Locations:

Geotechnical subconsultant shall field mark and notify Underground Service Alert (USA) of the test boring locations selected during a joint visit to the site with RMC and/or the City of Antioch. This proposal is based on the selection of boring locations in the City of Antioch's street right of way where no more than a few static cones and signs will be necessary for traffic control. Consultant is not responsible for damage to underground utilities not clearly identified nor properly marked through the USA process by the time the test borings are drilled. This proposal allows for one USA marking field visit; no revisits, including to change or remark boring locations or meet USA subscribers is allowed for in our budget.

3.2 Test Boring Permits:

Contra Costa County Drilling Permit: A permit from Contra Costa County will be obtained for drilling the test borings. The permit application requires formal written authorization from the City of Antioch for McMillen Jacobs Associates and their subcontractor drilled to perform the two test borings in the City of Antioch streets.

B14

City of Antioch No Fee Encroachment Permit: Geotechnical subconsultant will obtain a City of Antioch no fee encroachment permit for drilling the test borings. There is no allowance for encroachment or inspection fees from the City in this proposal. This task includes coordination time with City of Antioch inspectors with respect to the placement of no more than a few static traffic cones and signs to serve as traffic control during drilling of the test borings.

3.3 Test Borings

Test Borings: Drill two 25-foot deep test borings at the locations selected as described above in Task 3.1. The requested scope does not include the completion of the borings as groundwater level monitoring wells to evaluate long-term static groundwater level. A log of the ground conditions encountered in the test boring will be maintained. Disturbed and "undisturbed" ground samples will be taken on average at 5-foot intervals. Test boring will be backfilled with cement grout and asphalt patching to match existing pavement elevations where applicable.

This scope of work and budget allowances consist of:

- The test borings are accessible and drillable with a truck-mounted and drill-masted rig in one 10-hour day including mob and demob.
- No concrete or obstruction is encountered requiring coring.
- Drilling will be permitted between the hours of 8 AM and 5 PM.
- No contaminated materials are encountered (e.g., hydrocarbons) and drilled cuttings can be disposed without restrictions at a local landfill.
- Pavement restoration will be in accordance with the County drilling permit requirements, and capped with 6-inches of cold-patch asphalt where in pavement.
- USA marking removal is not required.

3.4 Laboratory Testing

Prepare a laboratory testing program based on findings from the test borings.

Perform the following types of laboratory tests on the disturbed and "undisturbed" ground samples taken from the test boring:

- Moisture Content
- Unit Weight
- Atterberg Limits
- Grain Size Distribution
- Unconfined Compression
- Direct Shear

The actual type and number of laboratory tests will depend on the quality of ground samples retrieved during the geotechnical investigation. Corrosion engineering is outside of the geotechnical subconsultant's expertise and beyond this scope of services. Environmental engineering (i.e., with respect to hazardous contamination) is also outside of the subconsultant's

expertise and beyond this scope of services. Therefore, neither corrosivity nor contamination tests on samples from the test boring are included in this proposal. On request, samples from test borings can be made available for evaluation by a corrosion engineer and/or an environmental engineer.

3.5 Geotechnical Memorandum

Geotechnical Memorandum: RMC's subconsultant will prepare a final geotechnical memorandum for the project (there is no allowance for a draft in this proposal), including the results of analysis in the form of the following geotechnical design input and recommendations:

- Engineering properties of sampled ground, their ground behavior and excavatability
- Cal-OSHA soil classification and shoring guidelines, including shoring pressure diagrams
- Construction dewatering guidelines
- Thrust block parameters
- Shaft backfill, compaction and settlement

Internal QA/QC will be performed on geotechnical project deliverables.

Deliverables:

- A final geotechnical memorandum in PDF format, including a test boring location map, geotechnical data (boring logs, lab tests results), and recommendations as summarized above.

Task 4. Design

RMC shall provide engineering services to prepare one complete package of biddable plans, specifications and other contract documents as required based on the design concepts and criteria developed during Preliminary Design. Final Design activities include, but are not limited, to:

- 4.1 Project drawings at the 50% Design Level. RMC will prepare base mapping for the project using existing aerial photography and/or existing mapping of the site either provided by the City or using Google Earth mapping. The detail of the aerial photographs shall be precise enough to show the project alignment at the proposed scale of 1" = 40' (22" x 34") for final design drawings reduced to half-size (11" x 17") drawings. If Google Earth mapping is used, the scale provided will be approximate, but sufficient for the rehabilitation work proposed. The drawings shall be plan and profile sheet format accompanied by title sheet, site plan, and required detail sheets. Profile information shall include ground surface, existing water main pipeline, and appurtenances. Because excavation will only be done at access pit locations, existing utility information will only be shown in plan and profile view in the immediate vicinity of lining access pit locations. RMC will also provide a list of specifications, a construction schedule, and 50% design level construction cost estimate.
- 4.2 Project drawings at the 100% Design Level that have addressed comments received by the City. RMC will also provide a full set of project specifications in CSI format with the City's standard

front end documents as well as updates to both the project schedule and construction cost estimate.

- 4.3 One final signed and sealed hard copy set of the contract specifications and one full-size (22x34) hard copy set and one half-size (11x17) hard copy set of the contract drawings. A CD will be provided with the electronic files in PDF format of the final signed and sealed contract specifications, signed and sealed full-size and half-size contract drawings, electronic files in AutoCAD format of the contract drawings and electronic files in Word format of the contract specifications. RMC is assuming that the City will provide final contract document reproduction, bid advertisement, and contract document distribution.

Deliverables:

- Two (2) draft hard copies of the 50% design level half size drawings and list of specifications for City review.
- One (1) electronic copy of the 50% Construction Cost Estimate
- Two (2) draft copies of the 100% design level half size drawings and specifications for City review.
- One (1) electronic copy of the 100% Construction Cost Estimate
- One (1) signed and sealed hard copy of the final contract specifications
- One (1) signed and sealed hard copy full size (22 X 34) final drawing set on bond paper
- One (1) signed and sealed hard copy half size (11 X 17) final drawing set on bond paper
- One (1) hard copy of the final Construction Cost Estimate
- One (1) CD with the electronic files in Adobe Acrobat PDF format of the final signed and sealed contract specifications and signed and sealed full-size and half-size contract drawings. The CD shall also contain electronic files in AutoCAD format of the contract drawings as well as electronic files in Word format of the contract specifications.

Task 5. Coordination with Caltrans

Although the access pit for sliplining will not be in Caltrans jurisdiction, the water main to be rehabilitated runs beneath Highway 4 which is a Caltrans roadway. As such, RMC will initiate contact with Caltrans to inform them about the project and coordinate with them as necessary during design. This scope of work assumes that an encroachment permit from Caltrans will not be required. Contact will include a simple letter with drawings and a follow-up phone call.

Task 6. Optional Services

An allowance of \$10,000 has been set aside for as-needed time and materials associated with Bid Services or Engineering Services During Construction. The budget for this task will only be used with written authorization from the City.

Out of Scope Services:

1. The fee estimate is based upon water line rehabilitation using continuous sliplining with HDPE or fusible PVC. Rehabilitating the sewer using open cut replacement is beyond the scope of this

project. Allowing multiple rehabilitation methods such as pipe bursting and cured-in-place pipe is also beyond the scope of this project.

2. Bypass of the existing water line will not be required. Design of a bypass pumping system is not included in the design of this project.
3. Sliplining the existing water line will reduce the cross-section of the pipe. During the proposal phase, the City stated that this reduction in cross-section is acceptable at this time. Water system capacity modeling, flow monitoring/measurement, or flow calculation is beyond the scope of this project.
4. Any survey including existing property lines and easements.
5. Public outreach.
6. Traffic control drawings.
7. Corrosion analysis.
8. Final contract document reproduction, bid advertisement, and contract document distribution.
9. CEQA documentation (EIR, mitigated neg dec, categorical exemption).
10. Obtaining permits.
11. Bid services except as authorized under Task 6.
12. Services during construction including shop drawing review except as authorized under Task 6.
13. Legal Services. The City shall provide legal services related to contract review, bidding irregularities, protests, claims, and any items related to the contract.

Assumptions:

1. RMC assumes that the City will provide all pertinent and available information for review at or before the project kickoff meeting.
2. The scope of work assumes the addition of a new butterfly valve on the north end of the project and a new air/vacuum relief valves on the south end.
3. It is assumed that the City will provide final contract document reproduction, bid advertisement, and contract document distribution.
4. It is assumed that the City will provide environmental documentation as necessary.
5. It is assumed the City will provide an electronic version of its existing specification front end documents.



Fee Estimate

City of Antioch Design of 24-Inch Domestic Water Line Rehabilitation

Created 11/11/15

Tasks	Labor					Total Hours	Total Labor Costs (1)	Outside Services		ODCs		Total Fee
	Jennifer Glynn	Madison Casserly	Glenn Hermanson	Stephen Jung	Admin.			McMillen-Jacobs Associates	Sub Consultant Total Cost (2)	ODCs	Total ODCs (4)	
	PM	PE	QA/QC	CAD	Geotech							
Task 1: Project Management	\$249	\$178	\$282	\$147	\$114							
1.1 Kick-off Meeting	3	4				7	\$1,459		\$0	\$100	\$1,559	
1.2 Monthly Invoicing and Progress Reports	2	6			4	12	\$2,022		\$0	\$200	\$2,222	
1.3 Schedule	1	2				3	\$605		\$0	\$0	\$605	
1.5 Progress Meetings	4	6				10	\$2,064		\$0	\$500	\$2,564	
1.6 Workshops	6	8			4	18	\$3,374		\$0	\$200	\$3,574	
Subtotal Task 1:	16	26	0	0	8	50	\$9,524	\$0	\$0	\$300	\$1,000	\$10,524
Task 2: Review Existing Information												
Task 2	4	8				12	\$2,420		\$0	\$0	\$2,420	
Subtotal Task 2:	4	8	0	0	0	12	\$2,420	\$0	\$0	\$0	\$0	\$2,420
Task 3: Geotechnical Investigation												
Task 3	2	4				6	\$1,210	\$21,000	\$23,100		\$0	\$24,310
Subtotal Task 3:	2	4	0	0	0	6	\$1,210	\$21,000	\$23,100	\$0	\$0	\$24,310
Task 4: Design												
6.1 50% Design	12	40	6	40		98	\$17,680		\$0	\$250	\$17,930	
6.2 100% Design	8	24	6	24		62	\$11,484		\$0	\$250	\$11,734	
6.3 Final Design	6	16		16		38	\$6,694		\$0	\$500	\$7,444	
Subtotal Task 4:	26	80	12	80	0	198	\$35,858	\$0	\$0	\$500	\$1,250	\$37,108
Task 5: Caltran Coordination												
Task 5	2	8				10	\$1,922		\$0	\$25	\$28	\$1,950
Subtotal Task 5:	2	8	0	0	0	10	\$1,922	\$0	\$0	\$25	\$28	\$1,950
Task 6: Optional Services												
Task 6: Optional Services						0	\$0		\$0			\$10,000
Subtotal Task 6:	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$10,000
TOTAL	48	118	12	80	8	266	\$49,012	\$21,000	\$23,100	\$800	\$2,250	\$86,312

- The individual hourly rates include salary, overhead and profit.
- Subconsultants will be billed at actual cost plus 10%.
- Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
- Hourly rates will not change in 2015. Beyond 2015, RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts. A change in hourly rates will not change the contract amount.

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EXHIBIT "B"



RMC Water and Environment 2016 Standard Billing Rates

Billing Classifications	2016 Rates
Engineer-Planner-Scientist	
Associate EPS	\$ 125.00
EPS-1	\$ 148.00
EPS-2	\$ 166.00
EPS-3	\$ 178.00
EPS-4	\$ 195.00
EPS-5	\$ 199.00
EPS-6	\$ 216.00
EPS-7	\$ 230.00
EPS-8	\$ 242.00
EPS-9	\$ 249.00
EPS-10	\$ 266.00
EPS-11	\$ 282.00
EPS-12	\$ 295.00
EPS-13	\$ 299.00
EPS-14	\$ 308.00
Intern	\$ 55.00
Technician	
TECH-1	\$ 132.00
TECH-2	\$ 136.00
TECH-3	\$ 141.00
TECH-4	\$ 147.00
TECH-5	\$ 153.00
TECH-6	\$ 161.00
TECH-7	\$ 163.00
Administrative	
AD-1	\$ 96.00
AD-2	\$ 100.00
AD-3	\$ 110.00
AD-4	\$ 120.00
AD-5	\$ 132.00
AD-6	\$ 144.00
AD-7	\$ 150.00

Note: The individual hourly rates include salary, overhead and profit. Other direct costs (ODCs) such as reproduction, delivery, mileage (as allowed by IRS guidelines), and travel expenses will be billed at actual cost plus 10%. Subconsultants will be billed as actual cost plus 10%. RMC reserves the right to adjust its hourly rate structure at the beginning of each year for all ongoing contracts.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: Resolution Authorizing the Filing of a Financial Assistance Application with the State Water Resources Control Board for a Drinking Water State Revolving Fund Loan up to \$1,000,000 for the Brackish Water Desalination Project (P.W. 694)

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached Resolution and Authorize the City Manager to file a loan application with the State Water Resources Control Board for a Drinking Water State Revolving Fund Loan up to \$1,000,000 for the Brackish Water Desalination Project.

STRATEGIC PURPOSE

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

FISCAL IMPACT

The cost of the loan application is included in an existing contract with Carollo Engineers. The current interest rate on a Drinking Water State Revolving Fund Loan (DWSFL) is 1.663% with a repayment term of five (5) years. This low interest rate is equivalent to receiving grant funding up to 30% of the loan amount. The loan will be used on an as-needed basis and the City can cease withdrawing funds at anytime. The cost of loan repayment may be included into future Water Enterprise Fund budgets.

DISCUSSION

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

With pre-1914 adjudicated water rights to divert water for the needs of Antioch from the San Joaquin River, the City is in a unique and fortunate position of being able to pursue alternative means for treating water with high chloride levels. This process is often referred to as desalination, and involves removing chlorides from the water through membranes and disposing of the highly concentrated waste called "brine." The term desalination is actually more accurately used for ocean water that has very high chloride content. The chloride levels in the San Joaquin River are up to 100 times lower than that of ocean water; therefore the water is considered brackish. Chloride removal from brackish water involves a similar process, but at a greatly reduced level of effort and cost.

On August 11, 2015 the City Council awarded a contract to Carollo Engineers to perform initial planning study of a brackish water treatment facility. This study identified grant opportunities, such as the Department of Water Resources Desalinization Funding program and the State Water Resources Control Board Low Interest Loan program. Funding of more of these programs is expected to be released in the near future, which could provide project funding for permitting and environmental activities. Additional work provided analysis of various brine disposal options. This identified potential brine disposal possibilities, including discharge locations and treatment techniques. A preliminary environmental permitting review concluded that the City's current water intake meets current California Department of Fish and Wildlife requirements.

Based on the promising findings of the initial planning study, Staff recommends applying for a low interest loan through the DWSFL program to fund the next phase of planning, engineering, and environmental certification of a brackish water treatment facility. The initial phase of this work would entail identifying and modeling all necessary project facilities. Costs for project construction and facility operations will be estimated and various project delivery approaches will be analyzed. Following this work, the project will be reevaluated to confirm continued viability prior to moving forward with the development of an Environmental Impact Report (EIR). This document will be in compliance with NEPA and/or CEQA, as necessary to support all funding sources. Based on the findings of the EIR, the appropriate regulatory agencies will be engaged and the required project permits could be obtained.

ATTACHMENTS

A: Authorizing Resolution

ATTACHMENT "A"

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE FILING OF A FINANCIAL ASSISTANCE APPLICATION WITH THE
STATE WATER RESOURCES CONTROL BOARD FOR A DRINKING WATER STATE
REVOLVING FUND LOAN UP TO \$1,000,000 FOR THE BRACKISH WATER
DESALINATION PROJECT
(P.W. 694)**

WHEREAS, the State of California has established a State Revolving Fund (SRF) loan and grant program for providing financial assistance to public agencies for the planning, design, and construction of publicly owned community water systems; and

WHEREAS, the City Council of the City of Antioch (City) seeks financing from the State Water Resources Control Board under the Drinking Water SRF up to \$1,000,000 for the Brackish Water Desalination Project (Project); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANTIOCH (Entity), AS FOLLOWS:

The City Manager (Authorized Representative) or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning of the Project.

This Authorized Representative or his/her designee, is designated to provide assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

* * * * *

I DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 26th day of January, 2016 by the following vote:

AYES:

NOES:

ABSENT:

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Third Amendment to the Consultant Services Agreement for Professional Services with Exponent, Inc.

RECOMMENDED ACTION

It is recommended that the City Council approve the Third Amendment to the Consultant Service Agreement with Exponent, Inc. to assist in negotiations with the City's Water Rights, provide support, scientific and technical analysis, studies and testimony for the Bay Delta Conservation Plan (BDCP)/California WaterFix in the amount of \$147,500 for a total of \$210,000.

STRATEGIC PURPOSE

This item supports Long Term Goal K of designing, building, operating, maintaining, stewarding and enhancing Antioch's assets and resources, Strategy K-2 by protecting Antioch's Water Rights and delivering high quality water to our customers and exploring the feasibility of desalinization.

FISCAL IMPACT

Funding for these professional services is included in the Fiscal Year 2015/16 Water Enterprise Account.

DISCUSSION

Exponent led by Dr. Susan Paulsen, an industry leading scientist is a key consultant of the City's Water Rights team. Exponent continues to provide support to the City of Antioch in helping staff analyze federal, state and local projects and processes that have the potential to impact delta flow circulation and Antioch's reliance on the Delta as a primary surface water supply. Several on-going delta processes, with special emphasis on the BDCP/WaterFix and new state legislation and bond proposals have the potential to impact the existing circulation pattern of delta flow, which in turn can create a negative impact on the City's surface water supply, recreational opportunities and our existing water rights.

Exponent is currently analyzing hydraulic modeling data to ensure that any proposed changes to either Delta conveyance or management of flow operations do not have negative impacts within the Western Delta and that adequate mitigation measures are being considered for all in-delta users for the City of Antioch.

This contract amendment is primarily for general consulting services related to reviewing documents associated with the BDCP/WaterFix, the delta plan, and the State

Water Resources Control Board's (SWRCB) planning processes for the Delta. Exponent will be providing analysis, expert reports and testimony to support the City's protest in judicial proceedings at SWRCB. These tasks are critical to the City's successful protection of our Water Rights.

ATTACHMENTS

A: Third Amendment to Agreement for Professional Services

ATTACHMENT "A"

**AMENDMENT NO. 3 TO AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES is entered into this 27th day of January 2016, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and EXPONENT, their address is 70 South Lake Avenue, Office 1013, Pasadena, CA 91101 ("Consultant").

RECITALS

WHEREAS, on October 1, 2014, Exponent, entered into an Agreement for Professional Consulting Services to assist in negotiations for the City's Water Rights ("Agreement") in the amount of \$20,000.00; and

WHEREAS, on October 2, 2015, CITY increased the compensation for Exponent in the amount of \$30,000.00 bringing the total compensation to an amount not to exceed \$50,000.00; and

WHEREAS, on January 1, 2016, CITY increased the compensation for Exponent in the amount of \$12,500.00 bringing the total compensation to an amount not to exceed \$62,500.00; and

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

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

Consultant shall provide to City the following services: See Exhibit A.

2. **COMPENSATION. Section 2 of the Agreement:**

CITY shall increase the compensation for Exponent for actual costs in the amount of \$147,500.00 bringing the total compensation to an amount not to exceed \$210,000.00.

Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the attached fee schedule: Exhibit B, Schedule of Rates and Charges.

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

CITY OF ANTIOCH:

EXPONENT

By: _____
Steven Duran, City Manager

By: _____
Susan C. Paulsen, Ph.D., Principal
and Practice Director

APPROVED AS TO FORM:

By: _____
City Attorney

AI

EXHIBIT "A"



Exponent
70 South Lake Avenue, 10th Floor
Pasadena, CA 91101

telephone 626-463-7074
www.exponent.com

January 4, 2016

Ron Bernal
City of Antioch
City Hall
Third & H Streets
Antioch, CA 94509

Subject: City of Antioch
Project No. 1405064.000

Dear Mr. Bernal:

Thank you for the opportunity to submit this letter proposal to provide additional consulting services to the City of Antioch. This work will be performed in accordance with the Consulting Services Agreement between the City of Antioch and Exponent dated October 1, 2014, as to be modified in a second amendment for the additional services and budget stated below. Exponent proposes to assist the City of Antioch on an as-needed basis. We currently anticipate that we may be asked to assist with the following tasks:

Task 1 – General consulting services related to reviewing documents associated with the Bay Delta Conservation Plan (BDCP/California WaterFix), the Delta Plan, and the State Water Resources Control Board's (SWRCB's) planning processes for the Delta. Assist the City in preparing comments and written testimony. Budget estimate: \$40,000.

Task 2 – SWRCB activities and judicial proceedings, including activities as described below:

- Provide analysis, expert report(s), and testimony to support the City's protest in judicial proceeding(s) at SWRCB in response to Petition requesting changes in water rights of DWR/USBR for the California WaterFix project (initial filing due January 5, 2016, and expert report due March 1, 2016, with proceedings to follow). Note that the level of effort required to support the City will be greater than in the past due to the nature of the proceedings. Budget estimate: \$57,500.
- Provide analysis, expert report(s), and testimony to support the City's protest in judicial proceeding(s) in Court, if needed, in response to the outcome of SWRCB hearings regarding the petition requesting changes in water rights of DWR/USBR for the California WaterFix project. Note that the level of effort

Ron Bernal
January 4, 2016

required to support the City will be greater than in the past due to the nature of the proceedings. Budget estimate: \$20,000.

- Provide analysis, expert report(s), and testimony to support the City's response to the Army Corps of Engineers permit for the construction of the California WaterFix project. Budget estimate: \$20,000.
- Attend meetings and hearings, as requested by the City. Budget estimate: \$10,000.

Task 3 – Additional services as required, potentially including:

- Provide analysis, expert report(s), and testimony to support the City's participation in the SWRCB's process to change the Water Quality Control Plan for the Delta (dates to be determined).
- Attend meetings and provide testimony at meetings and hearings as requested by the City.
- Additional services as requested by the City.
- Budget estimate: to be determined.

Dr. Susan Paulsen, P.E., will serve as Exponent's primary contact for this project, and will attend meetings and provide testimony as requested by the City as schedules allow. Dr. Paulsen may utilize Exponent project staff to complete individual tasks, and will do so after coordination with the City and/or its attorneys.

We propose a budget of \$147,500 for these additional services to be available to fund work authorized by you upon completion of prior budget amounts. Please note that the scope of the proceedings at the SWRCB and, if needed, in Court, are undefined and subject to change. We will advise you if the budget amounts provided above require modification. In addition, if and as we develop more specific scopes for individual tasks, we will provide you either written or verbal budgets and schedules, specific to those tasks, as you request.

Our charges will include professional fees (commensurate with the level of expertise of the personnel assigned to the project), equipment usage fees, and other out-of-pocket expenses according to our *Schedule of Rates & Charges*, a copy of which is enclosed and made a part hereof by reference. Dr. Paulsen's 2016 billing rate is \$300.00 per hour.

As is our custom and normal practice, in situations where Exponent in the past has provided, or is currently providing, consulting services to multiple parties, Exponent reserves the right to withdraw its participation from this matter if the parties become adverse to one another.

Exponent's submittal of this proposal is conditioned upon the explicit understanding that Client will not disclose to Exponent any confidential or privileged information unless and until such time as the parties have executed a professional services agreement in this matter. Further, Exponent's submission of this proposal shall not impose any obligations on either party to enter

Ron Bernal
January 4, 2016

into any future agreements of any description with the other. Submission of this proposal shall not prohibit either party from pursuing, either independently or with any third party, any business opportunities, related issues or cases that the parties may discuss.

Please indicate your understanding and acceptance of the additional scope of work and terms by signing and returning a copy of this letter, to signify that Exponent is authorized to begin the additional work for the project as described herein. If you have any questions or require additional information, please do not hesitate to contact me at (626) 463-7075. We look forward to continuing to work with you.

Sincerely,


Susan C. Paulsen, Ph.D., P.E.
Principal and Practice Director

**ACKNOWLEDGED AND AGREED TO (or
ACCEPTED BY):**

City of Antioch

Signature

Name

Title

Date

EXHIBIT "B"



SCHEDULE OF RATES AND CHARGES

PROFESSIONAL FEES

Exponent charges its clients for services provided according to the qualifications and experience level of the individuals assigned to the client's project at each employee's specific current hourly rate. These rates are modified annually on or about January 1. Exponent provides the following staff classifications that designate relative experience, training, and accomplishment within a technical field, together with the range of hourly rates. Payment is required in U.S. dollars within 30 days after the date of the invoice, or interest charges may be applied.

Principal/Officer	Senior-level technical or management person, responsible for technical direction or general management or administration.	\$275.00-\$650.00
Senior Manager	Senior technical professional providing high-level or individual consulting assignments, or overall technical direction of projects, may have management responsibility for a technical field.	\$250.00-\$500.00
Manager	Senior technical professional providing high-level or individual consulting assignments or overall technical direction of projects.	\$200.00-\$400.00
Senior Engineer/ Scientist/Associate	Experienced technical professional skilled in planning, organizing, controlling, and executing complex, higher-order projects or assignments.	\$150.00-\$300.00
Engineer/Scientist/ Associate	Trained/degreed professional responsible for executing technical assignments in support of client projects.	\$125.00-\$260.00
Technical/Research Specialist	Personnel experienced in instrumentation, programming, testing, library science, or the development or execution of research methodologies in support of projects.	\$125.00-\$195.00
Technical/Research Assistant	Laboratory, data processing, engineering-graphics, engineering technician, or other personnel responsible for the execution of specialized tasks in support of projects.	\$90.00-\$150.00
Non-technical Assistant	Personnel who assist technical staff in various non-technical areas, including scheduling, report productions, communications, logistics, and project support.	\$ 65.00-\$125.00

TECHNICAL EQUIPMENT, SOFTWARE AND LAB CHARGES

Exponent personnel may utilize Exponent's technical equipment and software to assist them in the performance of client's project. Exponent charges an hourly or daily usage fee for selected equipment, software and labs (e.g., scanning electron microscope, finite element software and biomedical laboratory).

TRAVEL AND MEAL EXPENSES

Travel and meal expenses are charged at Exponent's cost. Local mileage is charged in accordance with I.R.S. guidelines. The most effective air travel for the project will be utilized and personnel below the Principal classification will charge coach fares.

OTHER PROJECT EXPENSES

Project expenses including materials, subcontractors and third-party vendors are charged at cost plus fifteen percent. If the client prefers to procure the project expenses directly to avoid the additional fifteen percent charge then notify Exponent at the initiation of the engagement. Consumable materials may be charged on an applied rate rather than an incurred cost basis.

A5



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Diane Aguinaga, Captain – Field Services Division

APPROVED BY: Allan Cantando, Chief of Police

SUBJECT: **PARKING ENFORCEMENT OUTSOURCING**

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute a 6 (six) month agreement with SP+ (SP Plus) allowing the City of Antioch to outsource its parking enforcement and vehicle abatement.

STRATEGIC PURPOSE

Strategy A-2: Strategically deploy police resources and implement community policing strategies. This action is essential to achieving this strategic purpose. During the economic downturn of 2009, the Police Department's Traffic Bureau was dissolved, and its essential functions, including parking enforcement and vehicle abatement, was absorbed by patrol officers and volunteers (VIPS). Neither group is able to keep up with the large amount of complaints the department receives with regards to parking enforcement and abandoned autos. Outsourcing these duties would allow patrol officers to focus on higher priority calls for service, and allow the VIPS to increase time spent on successful programs such as vacation house checks and park patrols. Outsourcing these functions would ensure quality of life issues associated with parking enforcement and vehicle abatement are being worked on full-time and not just when time permits.

FISCAL IMPACT

In November of 2015 the City Council approved \$73,000 for this expenditure. This action is for a 6 (six) month pilot program that would incur a cost of approximately \$75,000.00 for the employment of 2 (two) full-time contract employees who will be working out of the police department 6 (six) days a week issuing parking citations, conducting vehicle abatement, traffic control, data entry, and other parking related services within the City of Antioch. If the program is successful, SP+ may be given the option to renew the contract for a period not to exceed 3 (three) years. It is anticipated that the program has the potential to be a revenue generating program. In order to pay the remaining \$2,000, the police department will absorb this cost out of its' current existing budget.

DISCUSSION

- **Background**

Before the economic downturn of 2009, the Police Department employed roughly 20 Community Service Officers. At one time 6 (six) CSO's were assigned to Field Services to assist patrol officers with cold calls for service, parking enforcement, and vehicle abatement. 1(one) additional CSO managed the incoming complaints from the community and follow-up regarding vehicle abatements. They, along with the Traffic Unit, were able to keep up with the large volume of calls to the abandoned auto hotline. Currently, the Police Department employs 3 CSO's, none of which are assigned to Field Services. We are currently in the process of hiring 5 more CSO's, however they will be assigned to the jail and front counter, as the need is greater. Moreover, we currently have one officer assigned to the Traffic Unit, whose primary duty is traffic enforcement and major traffic accident investigations.

Currently, Volunteers in Police Services (VIPS) exclusively handle the abandoned auto hotline. The hotline receives on average 80 to 100 calls per week from Antioch citizen's reporting abandoned or illegally parked vehicles. The Field Service VIPS check on the complaints in person, as time permits, and ticket if appropriate. VIPS cannot tow cars, and therefore must turn the list of towable vehicles over to 1 (one) Reserve Police Officer, who is also a volunteer. This reserve officer exclusively tows cars 1 day a week. He cannot keep up with the large volume of tow requests, and therefore abandoned vehicles sit, oftentimes up to a month, waiting to be towed.

- **Analysis**

Currently the Antioch Police Department collects only 43% of the fines from parking citations issued. The industry average is 85%. This means that Antioch collected just under \$60,000.00 in parking fines last year, when the potential was \$100,000.00. SP+ will employ strategies to ensure a higher collection rate for the City. It is abundantly clear from the volume of complaints and calls to the abandoned auto hotline, that the City needs a full-time, structured, parking enforcement program.

Outsourcing these tasks to contract employees for a trial, 6 month period, will allow the Police Department, and the City, to objectively evaluate SP+ and its parking enforcement services. SP+ is providing the employees, the insurance, the equipment, the vehicles, and the training, all at a cost saving price compared to assigning full time Traffic Officers or CSO's to do the same job. If successful, the program has the potential to generate enough revenue to pay for itself.

SP+ has successful contracts with several cities all over the United States, and specifically California. These cities include but are not limited to: Newport Beach, CA, Palo Alto, CA, Richmond, VA, and Manitou Springs, CO. APD contacted and received positive references from several cities utilizing SP+ services.

ATTACHMENTS

- A. SP Plus Proposal including pricing, operating plan, company overview, and insurance certificates.



Request for Proposal Bid No. 680-1130-15A Parking Enforcement Services

City of Antioch, California



Submitted to:

City of Antioch Police Department
Diane Aguinaga - Lieutenant, Field Services
300 L Street
Antioch, California 94509



November 30, 2015

W

IV BID SUBMITTAL WORK SHEET - BID NO. 680-1130-15A

PARKING ENFORCEMENT SERVICES

Your Company Name: SP Plus Corporation

Contact Name: Jason Johnston, Senior Vice President

Contact Phone: (213) 488-3113

Contact Email: jjohnston@spplus.com

Include the bid submittal pages (3 of 3), unattached, unstapled on the top of your proposal/submittal and attachments; retain all other bid related documents for your records.



City of Antioch
PARKING ENFORCEMENT SERVICES
Bid No. 680-1130-15A

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be preformed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposed bid conform to all requirements listed in this document and drawings? Yes
If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) Net 30 Days

Company Name SP Plus Corporation

Contact Name Jason Johnston

Title Senior Vice President

Address 3470 Wilshire Boulevard, Suite 400

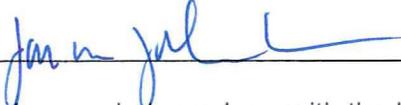
City/State/Zip Los Angeles, California 90010

Telephone (213) 488-3113 FAX (213) 236-0601

Email Address jjohnston@spplus.com

Contractor's License No. N/A Exp. Date _____

City of Antioch Business License No. N/A Exp. Date _____

Signature  Date 11/23/2015

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
Police Department
BID NO. 680-1130-15A
300 L STREET
ANTIOCH, CA 94509

W

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

City of Antioch

PARKING ENFORCEMENT SERVICES

Bid No. 680-1130-15A

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME Jason Johnston

SIGNATURE *Jason Johnston*

TITLE Senior Vice President

~~Subscribed and sworn to before me by:~~

~~_____~~

~~This _____ day of _____, 20_____~~

~~Notary Public~~

*Wrong Verbiage
see Attached*

Bidder's Initials *W*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 17th
day of November, 2015, by Jason Johnston

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

M Jones



Proposal to Provide Parking Enforcement Services Bid No. 680-1130-15A

Antioch, California

Submitted to:

City of Antioch Police Department
Diane Aguinaga – Lieutenant, Field Services
300 L Street
Antioch, California 94509



November 30, 2015

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SP Plus Corporation
3470 Wilshire Boulevard, Suite 400
Los Angeles, California 90010
(818) 943-0390

HARD COPY AND PDF VIA E-MAIL: daquinaga@ci.antioch.ca.us

November 30, 2015

Lieutenant Diane Aguinaga
City of Antioch Police Department
300 L Street
Antioch, California 94509

**RE: CITY OF ANTIOCH, CA / Bid No. 680-1130-15A
Parking Enforcement Services for the City of Antioch**

Dear Lieutenant Aguinaga:

Thank you for the opportunity to provide a proposal for outsourcing the City of Antioch's Parking Enforcement services. As a leading national provider of parking enforcement services, citation processing, parking meter collections and maintenance, towing, booting and related on-street services (*among other off-street parking management programs*), **SP+ Municipal Services ("SP+")**, a division of industry leader SP Plus Corporation (*NASDAQ:SP, founded in 1929, collecting over \$4 billion in annual parking revenues*) is uniquely qualified to partner with the City of Antioch Police Department to provide the cost-effective, ambassador-based enforcement services contemplated on our call.

SP+ has approximately 150 locations in the Bay Area, including public sector operations for the City of Palo Alto, the City of San Jose, the City of San Mateo, the City of San Francisco, the City of Oakland, and the County of Santa Clara, with hundreds of employees working out of our San Francisco and San Jose based regional offices.

Through operational analyses, competitive market surveys, and advanced systems and technologies, we create customized parking management and enforcement solutions that combine efficiency and value with courtesy and convenience. We are also experienced integrators of technology and automation, and have implemented multiple systems and technology applications in a variety of Downtown and suburban settings.

Our services are backed by the collective capabilities we employ while operating more than 4,000 parking facilities and operations in over 400 cities throughout the United States and Canada, with more than 2 million parking spaces under management. We are a Sarbanes-Oxley compliant, publicly traded entity.

The primary emphasis of Parking Enforcement functions and Parking Enforcement Officers (Ambassadors) is to ensure compliance with applicable local, state and federal parking regulations in clearly defined and posted parking areas. The implementation of consistent and fair parking enforcement practices will result in a higher level of parking space turnover, proper

management of metered and/or permitted areas, enhanced safety on public streets and positive public relations.

SP+ delivers superior, customer service-oriented parking enforcement operations and on-street services that bolster civic pride, and cater to a given community's service needs and expectations. These attributes are of particular importance in Antioch given the nature of the prior and current enforcement programs.

Through careful hiring and continuous Ambassador-based training (*our firm refers to our enforcement officers as Ambassadors*), **SP+ Municipal Services** will employ a dedicated enforcement team that's effective in writing citations while maintaining good public relations.

We manage other enforcement and related on-street programs for cities such as San Mateo, Newport Beach and Santa Ana, California, and for municipalities and institutions across the country. To name a few, Miami Beach, FL; Great Falls, MT; Bloomfield, NJ; New Orleans, LA, Richmond, VA, Chelsea and Lawrence, MA, and Manitou Springs, CO, as well as George Mason University and Emory University, among several others.

We appreciate this opportunity to be of service to the Antioch Police Department, and look forward to a continued dialogue.

Sincerely,



Steve Resnick, CAPP
Vice President, Municipal Services



Brian Scoggins, CAPP
Director, Municipal Services



Insurance



SP+'s in-house Risk Management Department focuses exclusively on comprehensive risk protection, safety and loss control inspections and training, and claims management. Our insurance provides liberal protection with a \$125 million casualty umbrella limit. Our casualty carriers are rated A.M. Best A+ 15.

Our coverage provides exceptional protection for our clients:

- + *Worker's Compensation insurance* in compliance with the state's Worker's Compensation Act.
- + *Employer's liability insurance* on all employees for the premises not covered by the Worker's Compensation Act, for occupational accidents or disease, for limits of not less than \$100,000 for any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified below.
- + *Garage liability insurance* on an occurrence form basis with limits of not less than \$1,000,000 per occurrence with an annual aggregate limit of \$2,000,000 per location.
- + *Garage keeper's legal liability insurance* (if applicable) insuring any and all automobiles that are parked at the premises by the operator's attendants or for which a bailment otherwise is created, with limits of liability not less than \$1,000,000 per occurrence.
- + *Comprehensive crime insurance* including employee theft, premise, transit and depositor's forgery coverage, with limits of liability as to any given occurrence of \$50,000 for monies and securities inside and outside the premises, and \$1,000,000 on account of any employee dishonesty.
- + *Umbrella liability insurance*, in excess following form, with an annual aggregate limit of \$125,000,000.

Fidelity Insurance Coverage

Because no internal control system—no matter how well conceived and operated—can provide an absolute assurance that its objectives will be met (and because no evaluation of controls can guarantee detection of all control issues), we provide our clients with an additional layer of protection by maintaining \$1 million in fidelity insurance coverage. This coverage protects our clients against losses associated with employee dishonesty, theft, computer fraud and forgery.

Damage Claims

When we assume management responsibility for a parking operation, we immediately institute a number of steps to minimize damage claims. Among other things, we will re-train any of the

prior operator's employees who have been retained, focusing particular attention on safe driving habits and how to avoid vehicular damage. When incidents do occur, we have efficient procedures to expedite the claim process.

Damage Claims Procedures

Over the years, we have developed and refined detailed damage claims procedures. We accept responsibility for—and quickly honor—damage claims for which the facility has liability. We do not pay claims for which the facility is not liable. Even when liability is denied, we nevertheless reply to the patron as quickly as possible.

The cornerstone of this process is a well-defined procedure that delegates responsibility for dealing with claims to the people best equipped to quickly and effectively do so. Our Facility Managers are trained to advise a claimant to properly complete and submit an Incident Report before the car is removed from the facility, since it is almost impossible to determine where damage has occurred once a vehicle leaves the facility. Properly completed Incident Reports are reviewed by the Facility Manager within 24 hours of submission. The Facility Manager then will discuss the claim with the Senior Manager within 24 hours.

We are committed to expediting the processing of all damage claims. If liability is denied, we advise the customer—in writing—as quickly as possible. We have found that contacting claimants immediately so that they know the status of their claim—even if the claim is denied—is the single biggest factor in ameliorating any negative feelings associated with the incident.

Damage Claims Tracking

Reports concerning claim frequency and disposition can be compiled and forwarded to ownership as frequently as you desire. We recommend the on-site maintenance of a monthly claim log sheet. Our log sheet has proven to be an effective tool for claims management because all current claim information is available to both our staff and the property manager. Therefore, any questions regarding the progress or disposition of any claims can be answered quickly by on-site personnel.

AGENCY CUSTOMER ID: 570000025472

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570056482798		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570056482798	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :Liberty Insurance Underwriters, Inc.	19917
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
A				XSLG27338860 Garage Liability SIR applies per policy terms & conditions	01/01/2015	01/01/2016	Oth than Auto - agg \$15,000,000
							Auto Only - ea Accid \$1,750,000
							Oth than Auto - ea ac \$1,750,000
	EXCESS LIABILITY						
E				XCQG27637516 \$25M xs \$25M	01/01/2015	01/01/2016	Aggregate \$25,000,000
F				93642007 \$25M xs \$50M	01/01/2015	01/01/2016	Aggregate \$25,000,000
G				100002719910 \$50M xs \$75M	01/01/2015	01/01/2016	Aggregate \$50,000,000
							Each Occurrence \$50,000,000
	OTHER						
D	Excess Auto Lia			028339649 Auto Excess	01/01/2015	01/01/2016	Occ & Agg \$3,000,000

ACORD 101 (2008/01)

The ACORD name and logo are registered marks of ACORD

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Insurance Broker Form

Insurance Broker Form

Per the RFP instructions, the Insurance Broker Form has been filled out by **SP+**'s Insurance Broker and emailed to mwalker@ci.antioch.ca.us.



Pricing

Pricing Rationale for Proposed Enforcement Program

Since there was a somewhat limited revenue history available based upon a fully implemented program, and no history to consider with regard to additional letters and follow ups being sent out by Clancy Systems and / or a third party collections firm (*current collections are averaging 43% based on the information available*), we believe it is risky for **SP+** and the Antioch Police Department to commit a full “bells and whistles” investment into a new enforcement program. Thus, we have budgeted to enable minimal up-front capital costs by the Police Department.

We would not expect the City of Antioch to implement a state of the art enforcement program (with License Plate Recognition technology etc.) that will not necessarily have a payback for a number of years. As such, **SP+** has approached this assignment and priced it using a **balanced operational methodology** that leverages our expertise in enforcing parking programs of a similar nature; socially and economically appropriate and responsible to **best suit the needs and objectives of the City of Antioch**, its stakeholders and citizens.

We are making a strong recommendation for the Police Department to stick to the basics until we can collectively determine the full potential and impact of the newly proposed enforcement program. This conservative approach will limit the PD’s and City’s initial capital exposure.

Also note that all of our recommendations are the most economically viable solution to achieve the PD’s short and mid-term goals and are modular and scalable for integration to future technology solutions.

In line with this approach, we included the following considerations during our review of the proposed program.

- + There is an abundance of unregulated parking space inventory in the City’s footprint. This will impact and diminish the potential revenue generated from the new enforcement program.
- + The City is collecting only 43% of its processed citations on average. Industry standard is roughly double that, but a reasonable baseline is at least 70%-75%.
- + To maximize citation revenue and close windows of opportunity for scofflaws, the City will need to better regulate its footprint (perhaps employing a comprehensive Residential Parking Permit Program, time zones etc.) and invest in additional collection efforts (Clancy charges \$.76 cents per letter).
- + The City should continue to use Clancy Systems for the proposed Pilot Program.
- + If the PD chooses to move towards a different citation processing application in the future it should use handheld devices that integrate with that new system.
- + To improve compliance, the City may need to add dozens of signs for which we will consult on its behalf at no charge. **SP+** estimates signs at approximately \$60.00 - \$85.00 per sign.

- + To be more efficient we will operate out of the PD's headquarters.
- + Our program includes two **SP+** branded rental vehicles.
- + Two officers (one Lead Enforcement Officer) working 8 hours per day, in staggered shifts, Monday through Friday and Tuesday through Saturday respectively.

Compensation / Payment Schedule

City shall reimburse SP+ within fifteen (15) days of receipt of invoice. SP+ seeks a one-month operating advance of \$12,500.

Hourly Rate

\$35.00 per Ambassador, per hour... Our billable hours can be extrapolated and/or billed based on quarter-hour increments using our Stromberg Automated Time System.

Reimbursable Expenses

We have identified our estimated reimbursable expense line-items as shown in the format displayed below. This table is just a sample.

SP+ PROPOSAL OUTLINE for ANTIOCH

Our proposed offering is structured consistent with a traditional management agreement with all aspects of the operation to be considered pass-through Reimbursable Expenses. The Management Fee option (whether hourly or based on a line-item reimbursement schedule) gives the Police Department total control of the operation and great flexibility in the line item scenario to identify all reimbursable costs.

**First Year Estimated Expense Pro Forma
Antioch Parking Enforcement**

Year 1

Expenses

Payroll & Benefits

Salaries & Wages		66,449
Payroll Taxes & Burden		5,115
Health, Pension & 401(k)		1,889
Workers Compensation		12,825

Payroll & Benefit Expense	\$	86,278
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Other Operating Expenses

Uniforms & Laundry		800
Amenities & Supplies		600
Repairs & Maintenance		6,300
License & Permits		944
Liability Insurance		9,329
Rental Expense		18,040
Telephone		1,440
Data Processing		116
Employee Processing		32
General Expense		3,097
Auto Damage and Other Claims		2,500
Start-Up Expenses		3,000

Total Operating Expense	\$	46,198
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Management Fee

Base Management Fee		15,000
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Total Management Fee	\$	15,000
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Expense Total	\$	147,475
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Antioch Parking Enforcement Expense Projections

SALARIED EMPLOYEES	EMP	ANNUAL SALARY	ANNUAL PAID SICK/HOLIDAY VACATION	\$/WEEK	% ALLOCATED TO LOCATION	\$/WEEK	WKS	ANNUAL EXPENSE
Senior Manager	1	\$80,000	\$0	\$1,538.46	7.5%	\$115.38	52	\$6,000
Sub-Total	1							\$6,000

OR ENTER

	Days	Total Days	% OF PAYROLL	ANNUAL EXPENSE
Vacation	0	260	0.00%	\$0
Holiday	0	260	0.00%	\$0
Sick	0	260	0.00%	\$0
Total				\$0

SALARIED EMPLOYEES - PAYROLL TAXES & BURDEN	RATE	ANNUAL EXPENSE
FICA	7.65%	\$459
State Unemployment (Up to: \$7,000)	5.300%	\$28
Federal Unemployment Burden (Up to: \$7,000)	0.80%	\$4
	0.00%	\$0
Total Payroll Taxes & Burden		\$491

SALARIED EMPLOYEES - HEALTH & PENSION (401K)	EMP	> ONE YR OF SERVICE	MED+DENTAL INS. RATE	LIFE/AD&DLTD	% ALLOCATION	MONTHS	401K ADMIN CHARGE FOR 401K USE	25% PAYROLL	ANNUAL EXPENSE
Senior Manager	1	0	\$0.00	\$ 34.20	3%	12			\$31
401K					3%			\$1,500	\$45
Total Health, Pension & 401K									\$76

WORKERS COMPENSATION	RATE	ANNUAL EXPENSE
Workers Compensation	19.300%	\$1,158

CANADIAN HEALTH, WELFARE, AND BURDEN	RATE	ANNUAL EXPENSE
Health, Welfare, and Burden	0.00%	\$0

PERSONNEL SCHEDULE FOR HOURLY EMPLOYEES

Employee Group #1	Positions	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Regular Hours/Week	OT Hours/Week	Full Time	Part Time	Wage	Wtdy. Gross
1	8	8	8	8	8	8	8		40	0.80	1		\$15.00	\$818.00
2	8	8	8	8	8	8	8		40	0.80	1		\$13.00	\$535.60

HOURLY PERSONNEL	NO. OF EMPLOYEES	REG. HRS/WK	OT HRS/WK	TOTAL HRS/WK	\$/WEEK	WKS	ANNUAL EXPENSE
Employee Group # 1	2	80	2	82	\$1,153.60	52	\$59,987
Employee Group # 2	0	0	0	0	\$0.00	52	\$0
Total	2	80	2	82	\$1,153.60		\$59,987

HOURLY EMPLOYEES - PAYROLL TAXES & BURDEN	RATE	ANNUAL EXPENSE
FICA	7.65%	\$1,624
State Unemployment (Up to: \$7,000)	5.30%	\$0
Federal Unemployment Burden (Up to: \$7,000)	0.80%	\$0
	0.00%	\$0
Total Payroll Taxes & Burden		\$4,624

HOURLY PERSONNEL - HEALTH & PENSION	HOURLY EMPLOYEES	# EMPLOYEES > 6 MO OF SERVICE	# EMPLOYEES > ONE YR OF SERVICE	MED+DENTAL INS. RATE	LIFE/AD&D	CONTRIBUTION	MONTHS	401 K CHARGE	TOTAL WAGES	ANNUAL EXPENSE
Full Time	0	0	0	\$ 775.41	\$0.00	\$1.25	12	0	\$0	\$0
Part Time	0	0	0	\$0.00	\$1.25		12	0	\$0	\$0
401K						3%			\$60,440	\$1,813
Total Annual Health & Pension										\$1,813

WORKERS COMPENSATION	RATE	ANNUAL EXPENSE
Workers Compensation	19.30%	\$11,667

PAYROLL SUMMARY		
Salaried Personnel Gross Payroll	\$0,000	
Hourly Personnel Gross Payroll	\$50,440	
Total	\$50,440	
Salaried Personnel Payroll Taxes & Burden	\$491	
Hourly Personnel Payroll Taxes & Burden	\$4,624	
Salaried Personnel Workers Compensation	\$1,158	
Hourly Personnel Workers Compensation	\$11,667	
Head Taxes	\$0	
Total	\$17,940	
Salaried Personnel Health and 401 K Expenses	\$76	
Hourly Personnel Health and 401 K Expenses	\$1,813	
Total	\$1,889	

UNIFORMS AND LAUNDRY	RATE	EMP	MONTHS	% ALLOCATED	ANNUAL EXPENSE
Rental Program (N/A) Purchase 2 Uniforms @ \$400 ea.	No program \$400.00 per	2	1	100%	\$800
Total		2			\$800

SUPPLIES							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
Garage Supplies and Small Tools	\$60.00	per Month	12	spaces			\$600
Supply Sub - Total							\$600
Total Amenities and Supplies							\$800
REPAIRS & MAINTENANCE							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
Car Wash	\$90.00	per month	12	months			\$900
Gas Allowance(40 M/Day x 2 Cars/20 MP/G x 4.26/G)	\$275.00	per month	12	months			\$4,500
Tires	\$120.00	per month	12	months			\$1,440
Total							\$6,300
LICENSE & PERMITS							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
CA Plates / Reg	\$472.00	per year	2	per year			\$944
Total							\$944
INSURANCE							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
On-street / enforcement	5.00%	of salaries	\$95,440		Yes meter location		\$4,389
Special events and spots/entertainment	20.42%	of salaries	\$0		No special event		\$0
Property	\$1.10	per \$100 of insured value	\$0		Insured Value		\$0
Auto - Passenger	MGT - Standard \$2,471.62	per vehicle	2	vehicles			\$4,943
Total							\$9,329
RENTAL EXPENSE (NON-FINANCED)							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
City will provide Office & Parking	\$0.00	per month	12	months			\$0
Machinery and Equipment	\$0.00	per occasion	0	occasions			\$0
Slimbing clock rental	\$0.00	per clock	12	months			\$0
Vehicle (Rental Vehicles x 2)	Select Clock Type \$1,003.34	per occasion	12	occasions			\$10,040
Total							\$10,040
DEPRECIATION/AMORTIZATION							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
TELEPHONE EXPENSE							
	RATE	UNIT	NUMBER	UNITS			
Local Service	\$0.00	per month	12	months			\$0
Modem / DSL	\$0.00	per month	12	months			\$0
Cell Phones / Pager (2 Phones @ \$90/Mo.)	2 \$90.00	per month	12	months			\$1,440
Total							\$1,440
TRAVEL, ACCOUNTING & LEGAL							ANNUAL EXPENSE
Total							\$0
DATA PROCESSING / ADMINISTRATION							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS	INVOICES/PARKER/EMPS	UNITS	
Payroll	Calendar \$4.48	per Biweekly	26	periods	1	employees	\$116
Total							\$116
EMPLOYEE PROCESSING							ANNUAL EXPENSE
Total							\$32
GENERAL EXPENSE							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
Offsite Storage- SECURED VEHICLE STORAGE	\$0.00	per year	24	months			\$0
Miscellaneous Contingency	2.50% \$3,098.96	per Year	1	months			\$3,097
Total							\$3,097
AUTO DAMAGE AND OTHER CLAIMS							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
Auto Damage - Claims	\$1,000.00	per claim	0	claims			\$0
Auto Damage - Deductible	\$2,000.00	per claim	1	claims			\$2,000
Claims Processing Charge	\$600.00	per claim	0	claims			\$0
Total							\$2,000
START UP EXPENSES							EXPENSE
Estimated Annual Start up expenses (one time charges that can not be capitalized)							
	RATE	UNIT					
Expense #1	\$1,000.00	per Vehicle Branding & Light Bars					\$1,000
Expense #2	\$1,000.00	per Vehicle Branding & Light Bars					\$1,000
Expense #3	\$0.00	per one time charge					\$0
Total							\$3,000

Hourly Fee Projection / Citation Volumes (Estimated)

	Annual Growth	Year 1	Year 2
Reverse Management Fee (total of all expenses)	3.0%	132,475	133,101
Reverse Management Fee to client		<u>15,000</u>	<u>15,450</u>
		147,475	148,551
Existing Citation Volume (Approximate)	2,700		
June Citations Processed	178		
July Citations Processed	239		
Total Citations Processed (June & July)	417		
June Net Citations Collected	100	\$ 4,004.00	
July Net Citations Collected	82	\$ 3,531.00	
Cites Collected / Net Revenue to Antioch PD for June and July	182	\$ 7,535.00	
Clancy Collection Percentage (June & July)	43.645%		
Average Net Revenue Per Citation	\$ 41.40		
Anticipated Annual Citations (Existing x 3)	8,100		
Est. Revenue @ \$41.40 per Citation @ 43.64% Clancy Collection Avg.	\$ 146,363		
Annual Revenue Collected by Antioch	Est. @ \$58,000		
Annual Expense	\$ 147,475.49		
Annual Hours	4,264		
Hourly Rate	\$ 34.59		

Labor

Using industry standards for coverage consistent with the desires of the PD, **SP+** is proposing 4,264 annual labor hours (minimum). Front-line staff consists of two on-street enforcement officers; one being the Lead Officer at a pay rate of \$15.00 per hour while the second PEO is \$13.00 per hour. Our quoted all-in hourly labor rate (\$35.00 per hour) is inclusive of all costs; payroll, anticipated supplies, taxes and insurance(s) etc.

General Expenses

General expenses are consistent with an enforcement and collection operation of this size. Comparable metrics from existing locations were used in conjunction with consultation from our in-house Subject Matter Experts.

Inflation Factors

Our pricing is static for the first six months.

Sample Vehicles

Following are sample photos of a few of our public sector contract enforcement vehicles. Assuming we elect to utilize vehicles during the initial phase of the proposed enforcement program, we will defer to the City of Antioch as to its preferences for graphics,





Operating Plan

Personnel Qualifications

The personnel selected for the City of Antioch parking enforcement officer (Ambassador) positions must have certain traits and abilities that enable them to achieve expected levels of performance. Some of the most important competencies are exercising sound independent judgment and maintaining a high level of customer service.

Other areas include: knowledge of geography of the area they are enforcing; knowledge of hazards and safety precautions; ability to use a hand held computer; ability to operate a motorized vehicle or bicycle; ability to understand and apply parking regulations; ability to interact with others in a courteous and tactful manner; ability to walk for extended periods of time and the ability to work in all weather conditions.

Job Descriptions and Responsibilities

Monitor designated streets, zones and other public areas to ensure compliance with parking policies;

- + Provide customer service by answering questions regarding directions, events, building locations and parking policies;
- + Issue citations and warnings for non-compliance with a computerized hand held computer or manual tickets. Impound, boot or relocate vehicles as directed by the City;
- + This position requires the ability to work alone and therefore employees must exercise proper judgment, tact and diplomacy dealing with people;
- + Enforcement officers are not sworn police officers and have no arresting authority;
- + Assist PD staff with activities related to parking for events. This includes but is not limited to: setting up for events, traffic control, receipt of payment for parking, and space usage control;
- + Assist PD office staff (as applicable) with activities related to permit sales during peak seasons. This includes but is not limited to data entry, collating mailings, providing frontline customer service;
- + Other related duties as assigned.

Corporate Level Support

SP+ team members will receive substantial support from our corporate support offices in Northern California, which include:

- + **Operations**—Senior management for operations ensures consistency and uniform application of parking management policies.

- + **Purchasing**—Implements national purchasing policies for utilization at field locations.
- + **Training and Recruitment**—Develops corporate-wide recruitment and training programs for management and non-supervisory personnel.
- + **Claims**—Handles all corporate insurance and leasing issues.
- + **Finance**—Separate Accounts Payable, Accounting, Internal Audit, Payroll, and Treasury departments work together to provide billing, accounting and payroll functions for our field offices.
- + **Human Resources**—Addresses HR issues and relationships, employee benefits, and employee hiring and discharge issues.
- + **Legal**—Provides parking managers with litigation, contract maintenance, government reporting, and management/employment agreements assistance.
- + **Marketing**—Assist in the development and production of promotional and marketing materials.
- + **MIS**—Provides technical support for PCs used at parking facilities throughout the company.

Equipment, Improvements, or other required Capital Investment

Our offering to the City is consistent with best practices, industry standards and our own experience. Our proposed operating plan shrinks capital considerations while still providing a scalable platform for future program growth. To limit the City's exposure, all items in the pricing list are marked as reimbursable items. Rationale follows:

- + Our response includes two **SP+** branded rental vehicles and light bars and markings (subject to PD approval).
- + Subject to mutually beneficial terms, **SP+ Municipal Services** is willing to consider negotiating a purchase, lease-back, or monthly amortization/depreciation agreement with respect to all capital assets desired by the Police Department (after the six month Pilot Program).

Consulting

With our team of Municipal Subject Matter experts in-house, we will provide the following services at *no cost* to the City of Antioch. We will perform the following functions:

- + Complete municipal parking consulting services;
- + Annual evaluation of all municipal parking operations;
- + On street occupancy and turnover study;
- + Develop pricing matrix for technology, equipment and related services;
- + Prepare operational performance analysis that may be needed;
- + Conduct presentations.

Big Picture Outlook

Our Program Approach is tailored to identify solutions and foster positive working relationships in and around the City. We will emphasize user-friendly parking themes and operations – where common sense, excellent customer service and community engagement rule the day. It is our goal to leave a lasting positive impression on all those who park on City streets. **SP+** will achieve that goal (and others) while strictly adhering to a mutually approved Scope of Work, and catering diligently to the evolving needs of the City and its parking population. A Big Picture thought process is the overriding message of our Proposal and value proposition for the City, and **SP+** will implement our plan seamlessly if we are retained. Of equal importance, all of these objectives can be achieved at a reasonable price.

Stakeholder Engagement

We understand that there are many businesses and neighborhood groups with powerful political voices in and around the City – some of which are stakeholders in existing City programs. These groups voice their concerns over matters affecting public policy *and* parking, and this puts additional emphasis on the balance **SP+** must employ on behalf of the City to serve the needs of *all* user groups. Operating in this environment takes a skilled messenger; not only to navigate the inherent terrain, but to help identify cost-effective solutions to improve the status quo. As we have learned working with multiple cities and stakeholder groups, it's not so often the message, but rather the way that message is delivered to certain stakeholders and the general public, and how a given parking initiative serves the public good.

Marketing Support Capabilities

SP+ has made significant investments in human and Company resources to support marketing efforts for our clients' parking operations. In addition to advanced online system platforms and marketing capabilities, **SP+** has assembled an Interactive Marketing Department whose members have multiple years of experience with digital and traditional marketing campaigns. **SP+** has also contracted with external support agencies to ensure access to the latest technology and capabilities (see our detailed Marketing Plan herein). See www.ParkHarrisburg.com and <http://dca.spplusparking.com> as two (2) of many relevant municipal website examples that showcase our ability to design such websites, develop content, and offer promotional programs and valuable coupons around our parking programs.

Customer Inquiries

Our on-site management personnel are specifically trained to be highly visible and readily available to respond to any and all questions that patrons may have. In addition, our on-site management staff will establish and maintain direct, "proactive" relationships with the various stakeholders to determine exactly what specific needs they may have, and then devise whatever programs are necessary to satisfy those needs. This one-on-one approach reinforces our dedication to customer service. All customer complaints (if applicable) that cannot be effectively resolved by the **SP+** On-site Manager are immediately forwarded to the attention of the Senior and Regional Managers respectively, and ultimately the Senior Vice President of Operations. All programs will be subject to the review and approval of the Police Department prior to their implementation.

Administering Customer Complaints

In order to effectively deal with customer service complaints, we will employ prudent complaint abatement procedures. However, with the tripling of citations issued, the City will have to anticipate and plan for additional administrative functions and cost factors (TBD). **SP+** will provide our parking personnel, including PD staff, with City of Antioch-specific complaint abatement protocol that will be further bolstered by our extensive operational and customer service training, as referenced below. We will augment our training program to include site-specific complaint abatement procedures while employing a multi-faceted monitoring system designed to ensure satisfactory on-the-job performance.

Training Compliance

To guard against any new employees “slipping through the cracks,” our corporate training department monitors compliance reports to verify that each new employee has participated in the appropriate training programs.

Customer Surveys

Customer surveys are routinely and randomly conducted so that your parkers can provide direct feedback and observations regarding the quality of our employees.

Adding to our expertise and customer service capabilities, we are committed to the development of tomorrow’s parking professionals (our employees, at all levels) through the International Parking Institute, and many of our existing employees hold the distinguished IPI CAPP designation, and/or are currently enrolled in the program.

Signage

We develop and deploy signage as a means to parking programs to the public. We also work directly with our clients to identify and improve way-finding opportunities within their cities. We would work directly with the City to enhance the existing signage program throughout the City. Recommendations would be made and implemented within applicable budgetary constraints.



Key Personnel

Operating Staff

Robert Toy

Executive Vice President



Robert Toy is responsible for the company's South Division. His duties include the marketing and administration of locations from Florida to Hawaii. He has over 28 years' experience in management, leasing, project feasibility and due diligence review in the parking and transportation industry.

Mr. Toy joined **SP+** as Executive Vice President of Operations in October 2012 in connection with the Standard Parking / Central Parking merger. Most recently, Mr. Toy served as Senior Vice President of Field Operations for Central Parking. Mr. Toy began his career with Central Parking as Executive Vice President of USA Parking System, Inc., a wholly-owned subsidiary. Previously, Mr. Toy was Chief Operating Officer for Denison Parking and National Operations Director for Republic Parking. Throughout his career, Robert has been a part of many organizations, including the National Parking Association and the International Parking Institute.

Jason Johnston

Senior Vice President



Mr. Johnston is **SP+'s** Senior Vice President for the Southwest Region. Mr. Johnston began his career in the parking industry with Central Parking System in January 2005 as the Operations Manager in Los Angeles California. After one year, Jason was promoted to the position of General Manager in Los Angeles, where he successfully increased profits and market share through the implementation of technology and innovative marketing programs. In September of 2007, Jason' area of responsibility increased to include operations in Orange County, San Diego, Phoenix and Salt Lake City. In April 2011, Jason left Central Parking to assume the role of President – Duncan Services at Duncan Solutions. At Duncan Jason was successful in acquiring several of the largest municipal contracts in the country including New Orleans, Milwaukee and Montgomery County Maryland. Jason oversaw 20 municipal on street parking programs around the country during his tenure as President. In July of 2105 Jason rejoined the **SP+** team in his current capacity.

Jason has successfully implemented technologies during his career to improve profits and service. He has extensive experience in the on street municipal, off street municipal, office, residential, and stadium verticals.

Victor A. Alistar
Regional Manager



Victor manages over 80 locations with over 200 employees in the Sacramento and Phoenix Markets, with operations ranging from high-rise office buildings to medical centers, hotels and mixed use operations. His duties include oversight of all aspects of location operations as well as strategic marketing and solicitation of management and lease contracts of parking facilities. Victor is also accountable for the contractual negotiations and financial performance of each account. He works closely with the operations executives to ensure the goals of the client are fulfilled.

Victor has a M.B.A. and a B.A. in Management from Golden Gate University.

Subject Matter Expert Staff

Roamy R. Valera, CAPP
Senior Vice President, Municipal and Institutional Services



Mr. Valera has a background in the parking industry that extends over 25 years, including 11 years as a public administrator. As a Senior Vice President, Mr. Valera is the business leader for the Municipal and Institutional Services vertical, specializing in best-in-class solutions for managing parking capacity, vehicle registration, permits, fee collections, enforcement procedures, shuttle services, special event requirements, electronic reporting and maintenance of parking locations. His focus is to guide the national growth and success of the municipal, higher education and healthcare markets.

Prior to joining **SP+**, Mr. Valera served as a Vice President / Managing Principal of Timothy Haahs and Associates, where he supervised the firm's Florida operations, including project, financial management and business development. Mr. Valera also served as the Miami Parking Authority's Deputy Executive Director. He supervised all on-street and off-street operations and planning and development directives. He was also charged with the Authority's comprehensive development program, including managing capital construction projects. He has also served as the Associate Director of Professional Development for the International Parking Institute, where he handled the training and development programs for the association on a nationwide level. Mr. Valera is a Certified Administrator of Public Parking, a highly coveted certification that is sponsored by the International Parking Institute in collaboration with the University of Virginia in Charlottesville, VA. He currently serves on the board of directors of the International Parking Institute.

Mr. Valera was recognized in 2013 as the first recipient of the James Hunnicutt's Parking Professional of the Year. The award is to recognize the individual's contribution to the advancement of the parking industry. He also received the 2012 International Parking Institute Chairman's Award in recognition of his contribution to the association.

Steve Resnick, CAPP

Vice President, Municipal Services



Steve Resnick supports the West and South operating divisions of SP Plus Corporation. As a municipal Subject Matter Expert, Steve is responsible for regional support and strategic planning for all states and cities west of the Mississippi and up through British Columbia.

Steve has served in a variety of professional capacities for the Company including Operations, Marketing and Business Development, during his twenty (20) year parking industry career.

A proven leader and facilitator, Steve has been responsible for and/or participated as a key executive (*and quarterback*) in several notable contract awards covering on and off-street parking management services. Steve works closely with the Company's regional PR firms, specialized consultants, and MBE/WBE/DVBE partners while navigating local, regional and national political landscapes to advance the Company's relevant municipal causes and contracts. Throughout a vast territory, Steve and his regional teams have partnered successfully with several joint venture partners to pursue large scale municipal contracts, including T2 Systems, XEROX, Duncan Solutions and others.

Timothy Downey

Vice President



Regional Oversight on behalf of **SP+ Municipal Services** will be provided by Tim Downey our Vice President of the Municipal Services Vertical. Tim also serves as our Municipal Transition Team Leader providing oversight and implementation for parking operations throughout North America, specializing in operating protocol, emerging technology, and infrastructure deployments. His parking implementations have included the City of Newport Beach, CA, Houston, TX, Atlanta, GA, Pittsburgh, PA, Syracuse, NY, Rochester, NY and numerous others. He has lived across the country in support of his thirteen (13) year parking industry career with **SP+** that has highlighted consistent growth into a variety of managerial roles throughout his tenure.

Brian P. Scoggins, CAPP

Director of Municipal Services



As Director of Municipal Services, Brian carries more than 30 years of parking experience including 25 years as the City of Orlando Parking Operations Manager, he is a Certified Administrator of Public Parking (CAPP) and has direct experience managing and directing all the activities for parking garage and surface lot operations, special event parking, studies and surveys, enforcement, violations processing and collection, accounting and every other aspect of parking systems. Brian serves on the board of advisors for the International Parking institute. Brian will be involved in the implementation process as well as providing ongoing oversight of the operation.

Mike Drow, CAPP

Senior Vice President, Technology Integration



Mike Drow is Senior Vice President, Technology Integration at SP Plus Corporation, one of the largest parking and transportation management companies in North America. In his position, Mike is responsible for leading the identification and implementation of technologies into our various service lines and operating groups. He leads our efforts in electronic marketing and permitting, implementation of central command operating services, and providing consulting services on technology to clients.

Prior to joining **SP+**, Mike worked for an oil and chemical logistics company and an equipment leasing company, holding various positions in project management, finance, information technology, strategy, business development, and operations.

Mike is a Co-Chair of the International Parking Institute (IPI) Technology and Sustainability Committee and is certified as a Certified Administrator of Public Parking (CAPP), Project Management Professional (PMP) and in Production and Inventory Management (CPIM). The IPI Technology and Sustainability committee is delegated the responsibility to provide technical information to members and member organizations regarding development of new, cutting-edge technology and how it may be employed in various aspects of the parking industry. The Parking Technology Committee also contributes to the technical library of IPI.

Mike received a BS degree in Mechanical Engineering from Purdue University and an MBA degree from DePaul University, where he focused on entrepreneurship and operations management.

Our Employees

Our Employees

Hiring & Pre-Employment Screening



SP+'s hiring and pre-screening process helps retain qualified employees for the long-term. In addition to reducing turnover costs, this gives our clients and parking customers the opportunity to establish the personal relationships and trust that facilitate a positive and profitable parking environment.

Automated Recruiting Solutions

Our automated online application process provides access to a broad pool of qualified candidates in a centralized candidate database. Frontline applicants can apply 24/7 from anywhere with Internet access (or through our toll-free job hotline), and our managers can quickly identify and pre-screen potential candidates. This process greatly enhances the quality of hiring decisions and compliance with employment regulations.

Screening, Background / Drug Checks

We use a comprehensive pre-employment screening program to make sure that only the most qualified candidates are chosen for employment. Pre-employment screening is an effective risk management tool that promotes a safe and profitable workplace by helping to limit the uncertainty inherent in the hiring process. Our pre-screening techniques significantly reduce potential violence, theft, financial loss, sexual harassment and other workplace problems.

Every employee is vetted through a background check specifically geared to their job duties and responsibilities. These checks include (depending on the position) Social Security Number validation, criminal background (including applicable arrest record), motor vehicle record, credit, and employment and education verification. All operations candidates also must pass a pre-employment drug test.

Preliminary Pre-Interview Screening

At the front-end of the process, we often use a professional telephone interviewing service to pre-screen candidates before they are invited in for formal interviews. Hiring managers are trained in how to narrow down the potential pool of applicants to qualified individuals, and how to thoroughly check employment and personal references.

Prior Operator Employee Retention

When we assume management responsibility of an existing parking operation from another operator, we typically consult with the client and interview existing personnel in an attempt to retain those qualified employees who have an operating history at that particular facility. Our experience has been that replacing existing staff members—who often are quite knowledgeable

about existing conditions and the personal idiosyncrasies of regular parkers—merely for the sake of change often is unnecessary and, in fact, counterproductive since their retention usually enhances and facilitates a smooth transition. Thus, our preference is to retain qualified staff members when possible, and to focus instead on teaching them new techniques as necessary in the context of our performance standards and expectations.

Employee Training / SP+ UniversitySM



Our reputation for excellence in on-site management is built on a comprehensive, award-winning training system. The process identifies and develops the skills and behaviors required to enable all of our employees to perform up to our stringent expectations. No other parking company places as high a premium on customer service enhancement and its positive linkage to a professional, in-house training department.

The National Parking Association's Certified Parking Professional (CPP) [formerly Certified Parking Facility Manager (CPFM)] program establishes an industry-wide standard of parking operational knowledge that is accepted by all parking management companies. We lead the industry with the most CPP and CPFM managers of any parking company in the United States.

Tapping the Internet as a training resource, our in-house, web-based training system—**SP+ UniversitySM**—supplements formal classroom and frontline training programs.

Most importantly, we recognize that every location has unique, individual requirements for defining and carrying out operational excellence. To that end, we always consult with our clients to ensure that all operational expectations and location-specific needs are identified and addressed in the development of our training solutions.

Frontline Training, Right from the Start

Well trained, professionally attired and groomed frontline employees are the people most responsible for delivering excellent customer service. Training new frontline employees—cashiers, valet attendants, maintenance workers and shuttle bus drivers—begins on the day of hire with an orientation session that, in addition to formally introducing the company to the employee, sets out the specific technical and customer service training programs the employee will be required to attend. Orientation is promptly followed by technical skills training, which provides employees with the mentored, on-the-job learning experience needed to begin contributing to facility performance right from the start.

Mastering the Three Keys to Customer Satisfaction

Within the first three months of employment comes the enhancement of customer service skills through our targeted Three Keys to Customer Satisfaction classroom-based training program. Our reputation for outstanding customer service has been built on these formal training sessions that emphasize facility and employee appearance, constructive customer relations and positive resolution of customer inquiries and concerns.

- + *Key #1—First Impressions: Facility and Employee Appearance.* Employees learn the importance—both for themselves and the parking facility—of maintaining a well-groomed appearance. As the company’s classroom trainers point out, in just ten seconds a typical customer forms eleven distinct impressions about us and the service to be received.
- + *Key #2—Successful Customer Interactions.* Cashiers, valet attendants and bus drivers regularly interact in some way with our customers. To make sure these interactions proceed smoothly, Company trainers emphasize the importance of looking good, warmly greeting customers, communicating in a polite and professional manner, and saying good-bye with a sincere thank you.
- + *Key #3—Effectively Resolving Customer Issues.* Some customers want information, some want solutions and some just want an ear to bend. Training helps frontline employees to identify the issue and the appropriate approach to take.

These sessions optimize learning through exercises that encourage interaction between participant and trainer.

Recognizing and Rewarding Exceptional Customer Service: Our Kudos Program

To reward an employee’s exceptional customer service or exceeding operational standards as noted by co-workers, managers and customers, we’ll feature the employee in our corporate communications and on our Intranet. The employee will also receive a certificate of appreciation and a gift card. The employee’s manager can additionally authorize the employee to select a gift through a designated online thank you service.

Customer Service Coordinators

To ensure that training objectives are met at each location, the company designates an operations manager or other administrative employee to be a Customer Service Coordinator for a group of locations. Working in partnership with the training department, the Customer Service Coordinator launches and implements new training programs, establishes the training system at new locations, manages the Strive for Excellence Program and measures the results of these programs for continuous improvement. The Customer Service Coordinator is responsible for aligning company standards with the specific needs of clients and locations.

Customized, Online Training Materials

We have found that the wide array of management skills that we require—from technical skills such as accounting procedures and computer efficiency to management skills such as employee development, customer service proficiency and the ability to successfully delegate and supervise others—necessitates the use of several training methodologies. We use video-based classroom sessions, self-directed learning packages and computer-based training programs to form a comprehensive, effective program providing management employees with the tools they need to successfully manage parking facilities up to our exacting standards.

Utilizing the Internet to effectively combine and leverage these training activities, our proprietary, web-based training system—**SP+ UniversitySM**—provides every manager with the knowledge and skills needed to successfully perform specific job responsibilities.

From a secure company web site, each facility manager's supervisor downloads **SP+ UniversitySM** content to create a customized training plan for that manager. Each module of selected information contains corporate policies, instructions and exercises that blend learning theory with practical, on-the-job applications. The supervisor evaluates the manager's work product to ensure that the participant has mastered the content and identified location-specific requirements.

The web site also houses related materials to support continuing education and career development. Our corporate training department downloads status information from the web site to assist management in assessing the training progress of individual employees.

Specific Training Plans for Managers

- + *Facility Managers.* New facility managers participate in an independent training program that includes a workbook and a supplemental video that emphasize the development of leadership skills; keys to recruiting, interviewing, hiring and training skilled employees; understanding the disciplinary process; and meeting our demanding customer service standards.

In addition, we provide our facility managers with several local resources to augment and complete their training. Each facility manager receives a computer-based training program that guides the manager through the company's online information computer database system. This computer-based training itself is then supplemented with a job and accounting guide.

- + *Senior Managers.* Our senior managers participate in a similar self-directed training program that focuses on supervisory skills as well as planning, organization, delegation and motivation. The training program design also allows managers to practice their new skills while on the job.

This supervisory skills development package is complemented with an orientation at our corporate headquarters, where each senior manager spends time enhancing his or her skills in the fields of hiring and payroll processing, revenue control and auditing procedures, profit and loss statement analysis, budget forecasting, and marketing for maximum profitability.

Monitoring Employee Performance

We augment our training program with a multi-faceted monitoring system designed to ensure satisfactory on-the-job performance.

- + *Training Compliance.* To guard against any new employees “slipping through the cracks,” our corporate training department monitors compliance reports to verify that each new employee has participated in the appropriate training programs.
- + *In-house Auditing.* Members of our in-house auditing team visit locations on an annual basis to evaluate employee performance in technical as well as customer service proficiency.
- + *Senior Manager Audits.* Senior managers supplement our in-house audits by performing their own regional audits three times a year.
- + *Customer Surveys.* Customer surveys are routinely and randomly conducted so that our parkers can provide direct feedback and observations regarding the quality of our employees.

Employee Appearance & Uniforms



We require all of our employees to be neatly uniformed and well-groomed at all times. Experience has demonstrated that proper attire and grooming also serve to enhance employee performance.

Our customary uniform consists of a white shirt with a black tie, black blazer/vest, black slacks and black, well-shined shoes. We do, however, frequently work with our clients to create uniforms that are specifically designed and tailored to be consistent with a property's distinctive logo, colors and design scheme.



MALE OPTIONS



FEMALE OPTIONS



LIGHTWEIGHT JACKETS



MODERATE WEIGHT SYSTEM





References

City of Newport Beach Parking System

City of Newport Beach
100 Civic Center Drive
Newport Beach, California 92660
Contact: Dan Matusiewicz, Director of Finance
Phone: (949) 644-3126
Email: DanM@newportbeachca.gov



Services Provided

Parking Enforcement, Meter Collections & Maintenance for 2,600 on-street spaces.

- + Scope: 2,765 on-street spaces – collection, maintenance, enforcement, and off-street surface lots controlled by Digital Luke II's.
- + Operating Since 2011; 7 year contract
- + Employees: 18
- + Revenue: \$4.6 million per year
- + Equipment: Digital Lukes and IPS meters.
- + Notes: Accept both cash and credit cards. Handle collections, maintenance, issuance of citations and surface lot parking management.
- + A true P3 Partnership – the first of its kind in California.
- + **SP+** deployed (and installed) nearly \$1 Million in new on-street infrastructure, which was fully operational in the first thirty (30) days of the contract. Installation was handled in-house by **SP+**, which saved the City thousands in up-front costs. **SP+** also instituted a Meter Hotline so that patrons could provide feedback and report meter issues, thereby allowing us to better serve the public and keep the system operational.
- + Multi-Space Stats: The City had antiquated multi-space meters deployed on a number of surface lots. The machines were unreliable and constantly broke down, which caused numerous issues (most notably patrons could not pay the machines).
- + Where applicable, we deployed Digital Luke Machines. Although these lots only represent roughly 10% of the overall system, the results were staggering by any objective measure. Machine "Up Time" went to 99.89%, Average revenue uplift of 238%, CC usage is routinely between 75-80% of the total transactions;
- + The Coin & Credit Card ONLY configurations have pushed this number allowing fewer collections routes, eliminating bill stacker jams.



City of Richmond, VA Parking System

City of Richmond
900 E. Broad Street, Room 1003
Richmond, Virginia 23219
Contact: Lynne Lancaster
Telephone: (804) 646-6006
Email: lynne.lancaster@richmondgov.com



Services Provided

SP+ Municipal Services provides parking management for 17 city-owned parking facilities totaling 6,004 parking spaces including facilities serving the 258,000 square foot Richmond Convention Center, the 13,500 seat Richmond Coliseum and the Landmark Theatre. We also perform parking meter collection and parking enforcement services.

City of Manitou Springs Parking System

City of Manitou Springs
606 Manitou Avenue
Manitou Springs, Colorado 80829
Contact: Jack Benson, Administrator
Phone: (719) 685-2626
Email: jbenson@comsgov.com



Services Provided

- + Parking Management, Enforcement, Citation Processing & Meter Collections
- + Planned for and manage the entire parking program for the City of Manitou Springs consisting of parking management, parking enforcement, citation processing and meter management. Transitioned from an in-house, to outsourced parking operation.
- + Conducted feasibility study and transitioned the Central Business District area from free to paid parking and implemented an RPP program.
- + Installed, maintain, collect and operate 39 Pay-by-License Plate machines in Downtown and related residential areas. **SP+** also installed a LPR System to integrate with the Pay-by-Plate and RPP program (over 300 spaces in the CBD and several hundred in adjacent residential and tourist areas).

In addition to the above highlighted facilities, **SP+** is the industry leader in Municipal Parking, providing off-street parking management, on-street parking management, special event parking management, enforcement and meter maintenance services for municipalities, improvement districts, counties and transportation authorities across North America.

- + Broward County, Florida
- + Chicago Park District
- + Chicago Transit Authority (CTA)
- + City and County of Denver, Colorado
- + City of Anaheim, California
- + City of Attleboro, Massachusetts
- + City of Beaufort, South Carolina
- + City of Bloomfield, New Jersey
- + City of Chelsea, Massachusetts
- + City of Colorado Springs, Colorado
- + City of Coral Gables, Florida
- + City of Decatur, Georgia
- + City of Evanston, Illinois
- + City of Fort Worth, Texas
- + City of Fresno, California
- + City of Great Falls, Montana
- + City of Harrisburg, Pennsylvania
- + City of Lawrence, Massachusetts
- + City of Louisville, Kentucky
- + City of Long Beach, California
- + City of Los Angeles, California
- + City of Mesa, Arizona
- + City of Miami Beach, Florida
- + City of Mountain View, California
- + City of New Orleans, Louisiana
- + City of Newport, Rhode Island
- + City of Oakland, California
- + City of Portland, Oregon
- + City of Richardson, Texas
- + City of Riverside, California
- + City of Saint Petersburg, Florida
- + City of San Jose, California
- + City of San Mateo, California
- + City of Santa Ana, California
- + City of Santa Monica, California
- + City of Scranton, Pennsylvania
- + City of Stockton, California
- + City of Tampa, Florida
- + METRA - Chicago
- + New Jersey Transit Authority
- + Pontiac Downtown Business Assoc.
- + Port Everglades
- + Port of Jacksonville
- + Port of San Francisco
- + RTD - Denver, Colorado
- + San Francisco Municipal Transit Authority (SFMTA) (San Francisco, California)
- + Santa Clara County
- + Santa Clara Valley Transportation Authority
- + State of New Mexico
- + Tarrant County, Texas
- + Toronto Waterfront Revitalization Corporation
- + Town of Carolina Beach, North Carolina



Company Description

Company Description

SP Plus Corporation (NASDAQ: SP) provides professional parking, ground transportation, facility maintenance, security and event logistics services to municipalities, property owners and managers in all markets of the real estate industry.



SP+ has nine operating divisions, each of which focuses exclusively on the idiosyncrasies and specific needs of a single vertical market. The company has more than 22,000 employees.

Under its **SP+**, Standard Parking and Central Parking brands, the company operates approximately 4,000 parking facilities and over two million parking spaces in hundreds of cities in forty-five states, Washington DC, Puerto Rico and three Canadian provinces, including parking-related and shuttle bus operations serving more than 75 airports. USA Parking System, a wholly-owned subsidiary, is one of the nation's premier valet operators, serving more four and five diamond luxury hotels and resorts than any other operator.

Not only do we park vehicles, we even park bicycles. **SP+** operates bicycle lockers and valet services at bike-friendly locations around the country. Since 1929 we have continuously focused on providing on-site parking management services at multi-level and surface parking facilities. The company believes that these management services ensure the maximize profitability per parking facility for its clients.

Philosophy

Our organization's cultural underpinning is a commitment to put **Innovation In Operation**. That means we are constantly challenging ourselves to use our tools and cultural attributes – innovation + creativity + excellence + integrity + initiative + knowledge + technology + experience + efficiency – to develop new and better ways of doing things in order to improve the effectiveness and efficiency of everything we do. That is our promise, both to ourselves and to you.

Multiple services + market expertise + cultural commitment, delivered by 22,000+ dedicated employees. That's what **SP+** is all about.

Since 1929, **SP+** has continuously focused on providing on-site parking management services at multi-level and surface parking facilities. The company believes that these management services ensure the maximize profitability per parking facility for its clients.

Learn more about **SP+** at www.spplus.com.

SP+ Municipal Services is a division of industry leader SP Plus Corporation (NASDAQ:SP), formed in 1929 (operating for 86 years), and offers a wide-array of parking management services backed by the collective capabilities we employ in operating approximately 4,000 parking facilities in over 400 cities throughout the United States and Canada, and collecting over \$4 billion in annual parking revenues.

We manage parking (on and off-street), meter management and enforcement operations, provide maintenance services, and operate shuttle bus and ground transportation operations serving municipalities, universities, airports and other institutions throughout the United States and Canada.

A major focus of our company is the provision of parking management services to municipalities, institutions, and governmental agencies, and with over 200 such organizations as our clients, we are the most experienced municipal parking managers in the country. We have a dedicated Municipal On and Off-Street team that specializes in municipal parking operations.

Clients include (among others): The Cities of Portland, OR, Denver, Colorado Springs, and Manitou Springs, CO, Santa Monica, Anaheim, Newport Beach, Riverside, Santa Ana, Los Angeles, San Jose, Oakland, Palo Alto and San Mateo, CA; Tampa and Miami Beach, FL; Great Falls, MT; Bloomfield and the NJ Transit Authority, NJ; New Orleans, LA; Cambridge, MA; Navy Pier, McCormick Place, and the Chicago Park District in Chicago, IL, just to name a few.



We also have proven experience marketing and branding public parking programs, and facilitating successful stakeholder engagement programs. In addition, we have extensive experience implementing and managing various types of parking access and revenue control systems, including hardware, software, and proprietary technology applications for multiple municipal and institutional agencies and private sector clients.

Legal Comments

Legal Comments

The RFP and Sample Agreement have been reviewed by our Legal and Risk Management Departments. They have noted the following items that we would like to negotiate if we are selected to operate the Parking Enforcement Services.

RFP

34. Insurance

7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

- + Pollution Insurance coverage is not included in our pricing, as it was deemed not usual or customary for an enforcement operation of this nature (and presented to the City/PD accordingly). It can be obtained for a separate cost should the City/PD desire.

Sample Agreement

5. Indemnification

Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the ~~sole negligence or willful misconduct of City~~ gross negligence of willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this agreement.

- + SP+ asks that the above change be made to the section.

6. Insurance.

During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A: VII unless otherwise accepted by the City in writing:

- + SP+ requests that the A.M. Best's rating be adjusted to the industry standard of "A-: VII.

6. Insurance; E. Other Insurance Provisions

- i. *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 II 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
 - + General Liability additional insured endorsements will be provided, however **SP+** cannot provide the exact endorsement that is requested. We can provide equivalent endorsements that will provide the same coverage.

- v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - + **SP+**'s 2015 GL policy has a \$500K Self Insured Retention. Our 2016 GL policy has a \$750K SIR. Our 2015 GKLL and WC policies have a \$250K/occurrence deductible. The 2016 deductible for the GKLL is \$250K/ occurrence and the 2016 WC deductible is \$500K / occurrence. Our 2015 Auto policy has a \$500K/occurrence deductible, and the 2016 deductible is also \$500K/ occurrence, none of which can be reduced.

- e. *Certificate of Insurance and Endorsements.* Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - + Please note that **SP+** cannot release copies of our policy. We will provide copies of the certificate of insurance and necessary endorsements but not the policy.

11. Miscellaneous Provisions

- a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and / or work completed when notice is received. Contractor may not terminate this Agreement.
 - + **SP+** asks that all termination provisions be made mutual or at the very least, the City would have to give the Contractor a thirty (30) day written notice if they desire to terminate.

Insurance Broker Form

The form states that a notice of cancellation must be provided on all policies.

- + SP Plus Corporation, not our insurance carriers will endeavor to provide a 30 day notice to client of cancellation, non-renewal, or material change.

Sustainability

Sustainability



SP+'s mission is to maximize client value through excellence in management services and the application of creativity and innovation, integrated with a commitment to being a responsible corporate citizen. Consistent with that commitment, environmental or "green" initiatives for years have become an increasingly prominent component of our culture.

We don't simply pay lip service to sustainability. We breathe it, whether in our parking facility operations, our back office processes or our activities within the parking industry generally. With this commitment, our clients can be confident that the parking experience we provide will be aligned with our clients' philosophy of acting in our customers'—and our planet's—best interests.

Green Parking Council



We are an active member of the Green Parking Council (GPC) with Company representation at both the Board of Director and Committee levels. GPC's mission is educational and therefore serves as an information source. GPC continually gathers information about green technologies that are used in the parking industry, and strives to keep current on legislation regarding tax incentives and rebates for those technologies, thus providing economic benefits to augment the purely environmental benefits derived from such green measures.

"Green" Parking Operations

- + *Environmental Training.* We have developed proprietary **SP+ University™** training curricula focused specifically on waste water reclamation and hazardous solid waste disposal procedures that comply with federal and local environmental rules and regulations.
- + *Parking Tickets.* Our Procurement Department prefers to do business with suppliers committed to sustainable practices, including parking ticket suppliers who use partially recycled paper and only environmentally-friendly inks. Moreover, the tickets themselves are shipped in boxes made from recycled materials.
- + *Energy-Efficient Fixtures.* We've helped clients convert thousands of inefficient light fixtures to more efficient models. EPA statistics reflecting the environmental impact of converting only 100 inefficient fixtures:

<u>Annual Reductions</u>	<u>Equivalents</u>
107,000 lbs. of carbon dioxide	Planting 14 acres of trees
434 lbs. of sulfur dioxide	Saving 9,550 gallons of gas
175 lbs. of nitrogen oxides	Taking 10 cars off the road

Applying these statistics to the thousands of fixtures we've converted translates into dramatic environmental benefits.

- + *Car Pool and Bicycle Programs.* We work with clients to implement custom-designed car pool programs and our new SPokesSM bicycle use program, which allows monthly parking customers at our locations to use custom designed beach cruisers free of charge, whether for exercise, sightseeing or other personal enjoyment, or even for errands that otherwise would require automobile use.

- + *Bicycle Parking.* In today's greener world, many commuters utilize bicycles instead of automobiles. **SP+** offers solutions to help cyclists park their bikes such as installing and managing bike lockers and bike corrals in our parking facilities. In addition, for large bicycle friendly events, **SP+** can set up bike valets capable of parking and safely storing hundreds of bicycles. One of our bicycle valet operations parks over 25,000 bicycles a year during special events.



- + *Electric Vehicle Charging Stations.* Having anticipated the increased prevalence of the electric vehicle as a game-changer in the automotive industry's contribution towards sustainability, we have established relationships with various distributors of vehicle charging stations. We are working with them to facilitate charging station installation in various cities and facilities throughout the country.



- + *Preferred Parking for Hybrid Vehicles and Scooters.* We assess the viability of offering preferred parking spaces as a means of rewarding and incentivizing the use of hybrid vehicles and scooters.

- + *Vehicle Procurement.* Where our operations require vehicles, we will purchase alternative fuel, hybrid, clean diesel or the most fuel efficient vehicle available, if possible.

- + *Paper Reduction, Green Supplies, Recycling, Environmental Event Participation.* We are committed to the reduced use of paper, green office and cleaning supplies, and recycling at client properties, and to participating in environmental awareness events.

- + *Online, Paperless iProcurement and iPayables Procurement and Accounts Payable Systems.* The company's procurement and accounts payable processes have been converted to online, electronic formats. As a consequence, we not only made those processes more efficient from speed and financial control standpoints, but we also eliminated the large quantities of paper historically associated with the process of procuring and paying for the goods and services used throughout our North American operations.

- + *Concur Online Expense Reporting System.* Continuing our commitment to efficiency and the elimination of paper to further reduce our carbon footprint, the company utilizes a fully automated, online expense reporting and reimbursement system. Expense receipts are uploaded to the system electronically, linked by the software with the associated expense report and then submitted for processing and reimbursement, all without creating a single sheet of paper. Efficient for the company, the system expedites expense reimbursements to our employees and is considerate of our environment.

“Green” Back Office Operations

- + *Computing Platforms and Processes.* We were awarded Oracle’s Empower the Green Enterprise Award in recognition of our use of technology and re-engineered back office processes that each year are projected to save:
 - 312 tons of paper
 - 600,000 lbs. of solid waste
 - 624 tons of trees
 - 19,000 lbs. of emissions
 - 5.1 million gallons of water
- + *Financial Reporting.* Our proprietary Client View[®] software provides clients with secure, around-the-clock, online access to financial statements and detailed back-up. Since all reports and supporting documentation can be electronically stored, clients need only print materials that they need for specific purposes. By delivering monthly financial reports electronically, we have eliminated the need to print up to 40,000 packages of hard copy financial reports every year.
- + *Electronic Workforce Time and Attendance System.* We have eliminated the waste associated with conventional paper-based time and attendance recording systems by using a paperless time and attendance system.
- + *Document Retention.* Our long-term Enterprise Risk Management objective is to replace historical practices of printing and storing hard paper copies with a Company-wide electronic document storage system. When fully implemented, the overall impact on our use of paper—and thus the beneficial effect on the environment—will be dramatic.

+ integrity + technology + innovation + initiative + knowledge + creativity



Steve Resnick, CAPP
Vice President, Municipal Services
3470 Wilshire Boulevard, Suite 400
Los Angeles, CA 90010
(213) 488-3174
sresnick@spplus.com

Brian Scoggins, CAPP
Director, Municipal Services
308 Thompson Bridge Road
Maryville, Tennessee 37801
(407) 947-2109
bscoggins@spplus.com

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November 25, 2015

Re: City of Antioch RFP – Insurance Requirements

To Whom It May Concern:

Included within the email/attachments you will note the City of Antioch Contract Insurance Requirements. Within the said requirements you will find the forms completed, but with some hand written notes. Please see my notes below, which reflect those written notes found within the Insurance Requirements.

- Certificate of Insurance Requirements – 10th bullet down: the umbrella policy is only follow form per policy provisions (the umbrella policy contains certain exclusions, to say that is 100% follow for is not accurate).
- Section 4 – this section was checked against the current policy, as the 12/1/2015-16 renewal has yet to be bound. The current policy does meet the requirements.
- Primary Coverage – AIG is able to add primary non-contributory wording, however it will have to be endorsed to the policy if the bid is won.

If you have any questions pertaining to the above notations, please do not hesitate to contact me accordingly.

Sincerely,

Kelly Tresick
Account Specialist

CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

NOTE TO CONTRACTOR: Forward this document to your insurance broker.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

NOTE TO BROKER:

Please initial each item as completed and email back to mwalker@ci.antioch.ca.us

All certificates and endorsements must be emailed to mwalker@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed. Your efforts to reduce unnecessary paper production and manual paper processing is appreciated; electronic mail only.

CERTIFICATE OF INSURANCE REQUIREMENTS:

- Certificate holder includes City and the specific Department, so it is routed to the right person.
- Their insured's name is the same as the Contractor named in the contract.
- Insurer meets A.M. Best acceptable ratings standards (A, VII).
<http://www3.ambest.com/ratings/entities/search.aspx?altsrc=25&URATINGID=9827>
- Insurer is admitted in California or is an acceptable non-admitted insurer.
<https://interactive.web.insurance.ca.gov/companyprofile/companyprofile?event=companyProfile>
- Descriptions of operations, locations, dates at the bottom of Certificate are accurate.
- Policy periods are current; a tickler is set to get updated certificates if the contract period runs beyond the policy expiration date.
- Certificate includes the broker's/agent's signature.
- Certificate shows coverage for each category of insurance required in the contract: these can include Liability; Auto; Workers Compensation/Employer's Liability; Professional Liability (aka: Errors & Omissions).
- Limits at least as high as the minimum required in the contract, for each required coverage.
 - The limits must meet the per Occurrence amount, not the Aggregate amount.
 - Excess or Umbrella coverage is provided if the primary policy does not meet the limits.
- Excess or Umbrella policies have the same coverage period as the primary policy.
 - If Excess form is provided, it is always "following form" to the primary policy.
 - If Umbrella coverage is provided, it must be confirmed in writing that it is "following form." ("Following form" simply means it provides the same coverage as the Primary policy.)
- Workers Compensation provides Statutory Limits & Employers Liability coverage. (This coverage is not required if the owner has no employees.)
- The Self-Insured Retention (SIR or deductible), if any, is acceptable per contract terms.
- Auto liability covers "any auto" (or non-owned & hired if contractor has no autos. This coverage is required when vehicles are used in performance of the actual job, not to and from a job.)
- General liability coverage is on an "occurrence" basis, not "claims-made" basis (rarely an issue except on Professional Liability/E&O policies, where "claims-made" policy is acceptable).

Please see attached with (RT)

CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

MINIMUM SCOPE AND LIMIT OF INSURANCE

kt 1. Commercial General Liability (CGL) - Insurance Services Office Form CG 00 01

Certificate Requirement: General liability coverage is on an "occurrence" basis, not "claims-made" basis (*rarely an issue except on Professional Liability/E&O policies, where "claims-made" policy is acceptable*).

Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

kt 2. Automobile Liability - Insurance Services Office Form CA 0001

Certificate Requirement: Auto liability covers "any auto" (*or non-owned & hired if contractor has no autos. This coverage is required when vehicles are used in performance of the actual job, not to and from a job.*)

Covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

kt 3. Workers' Compensation

Certificate Requirement: Workers Compensation provides Statutory Limits & Employers Liability coverage. (*This coverage is not required if the owner has no employees.*)

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

4. Professional Liability *(Errors and Omissions): - *Not required for Maintenance Service Contracts*

2016 policy yet to be renewed; current policy meets requirements (kt)
Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable – see footnote next page) If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

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

kt Other Insurance Provisions

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

kt Additional Insured Status

Certificate Requirement: Additional Insured Status forms –the appropriate form numbers are provided (see the lower left corner). (*Construction jobs require BOTH CG 20 10 10 01 and CG 20 37 10 01 or if custom, those with the same indemnity wording. CG 20 37 10 01 provides completed operations coverage.*) (*An Additional Insured endorsement is not necessary for Auto coverage or Professional Liability.*)

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01).

CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

JK Primary Coverage

Certificate Requirement: Primary Coverage to the City Is provided under Liability coverage.

would be added via endorsement (R)

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.

JK Notice of Cancellation

Certificate Requirement: Notice of Cancellation is provided on all policies.

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity via email to: mwalker@ci.antioch.ca.us

JK Waiver of Subrogation

Certificate Requirement: Waiver of Subrogation is provided under Workers' Compensation and Property coverage.

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

JK Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

JK Acceptability of Insurers A.M. Best Rating _____ Explain if less than A:VII _____

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

JK Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

JK Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Allan Cantando, Police Chief

SUBJECT: Wild Roosters and Hens

RECOMMENDED ACTION

Receive oral report concerning staffs' efforts regarding the wild rooster and hen population in the area of Vine Lane, Viera Avenue, Walnut Avenue and Bown Lane.

STRATEGIC PURPOSE

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

- Strategy B-1:** Deploy limited resources effectively to provide animal control services.
- Enforce applicable laws and ordinances.

FISCAL IMPACT

There is no direct fiscal impact associated with the consideration of this report: Animal Services would continue routine operations as funded in their regular budget.

However, if Council recommends further action to be taken by staff, initial fiscal impact is estimated to be \$7,050. The proposed program would also take staff time to manage but would be implemented by an outside contractor. It should be noted that if efforts to eradicate the wild roosters and hens were unsuccessful, this initial estimate of costs could grow exponentially.

DISCUSSION

• BACKGROUND INFORMATION

Following are the summary/highlights of staffs' efforts regarding the wild rooster and hen population in the area of Vine Lane, Viera Avenue, Walnut Avenue and Bown Lane:

At the beginning of April 2014 an area resident phoned to file a complaint against another resident for allowing her roosters to be free and causing a problem in the neighborhood. He also stated he had been dealing with CCCAC concerning this, but they would not do anything. He now wanted the City of Antioch Animal Control to take care of the problem.

Staff contacted CCCAC and found out that in February of 2014 they conducted an investigation regarding all of the wild roosters and hens in the area of Vine Lane, Walnut Ave, Viera Ave and surrounding areas. Their conclusion was that:

“... It was apparent none of the involved parties were committed to assisting in trapping the birds. They all state they want the birds gone, but no one appears to want to do the work to make it happen...”

On April 2, 2014, staff went out to the same area to follow up on the complaint from the resident. Everyone staff spoke to that day was aware of the roosters and hens and wanted them eradicated; but no one was willing to accept any cost for having the animals trapped and removed. Some were agreeable to placing traps in their yards but then refused to maintain or protect them.

On April 24, 2014, staff went out to a residence in the area to speak to the alleged owner/caretaker of the roosters and hens. Per this resident, she did not own any of the birds in the area. She claimed to feed feral cats that would come into her yard, but that was all. She stated she had no problem if the birds were taken away but said neither she nor any of her family members would do (or pay) anything to have them removed.

From that time until July 22, 2014 there had been meetings and numerous phone calls between staff and the primary complaining resident. These conversations were unproductive.

On August 12, 2014, staff went back out to the area of Vine Lane, Viera Avenue, Walnut Avenue and Bown Lane to talk to the neighbors concerning the roosters and hens. That day, staff reached out to nearly 20 area residents to talk to them about this issue. After the daylong visit, staff concluded the majority of the roosters and hens were staying toward the end of Walnut Avenue and Vine Lane. Staff further concluded the residents that lived in that area were likely contributing to the animals staying and reproducing, though staff had no way to prove it. Both of these residents disassociated themselves from the animals and further refused to do anything about them. This response was consistent with other area residents, all of whom rejected ownership of the roosters and hens but refused to take any action of their own to eradicate them on their own property.

Finally, on August 26th 2014, staff sent a letter (Exhibit 1) to all of the homes in that area as a final notice to any potential owners/caretakers of the roosters and hens. Staff received no affirmative responses to this mailing.

- **ANALYSIS**

The City of Antioch officially incorporated the area in question on February 13, 2014. Prior to the incorporation, a resident had made similar complaints about wild roosters and hens in the area of Vine Lane, Viera Avenue, Walnut Avenue and Bown Lane to the Contra Costa County Animal Control (CCCAC) dating as far back as December 1, 2009.

This same resident made similar complaints in 2010. However, there were no complaints for approximately 4 years following that.

On February 25, 2014, this resident made another complaint with the CCCAC. Although this was technically under our jurisdiction, the CCCAC handled the complaint. This complaint was similar to all the previous where the resident was complaining about wild (feral) roosters and hens roaming the area. In all of the complaints, there was no resolution as the resident was complaining about wild birds which CCCAC does not mitigate.

During my inquiry, I had the opportunity to speak to the Deputy Director of CCCAC, Mr. Rick Golphin. Mr. Golphin was very familiar with the issue at hand and had frustration when dealing with the reporting party because of his lack of willingness to mitigate the issue occurring on his own property. In addition, Mr. Golphin noted the resident's anger towards his staff and therefore began assigning two Animal Control Officers when dealing with him.

In 2014, Antioch Animal Services began receiving complaints from this resident since his property was now under City of Antioch Jurisdiction. We investigated his complaints and noted they were about wild roosters and hens in his yard and neighborhood. Although we too follow the same guidelines as CCCAC of not addressing (non-aggressive) wild birds, we did spend dozens of staff-hours trying to help the resident mitigate this issue.

Staff had a meeting with the resident in late 2014. During that meeting, the resident was unwilling to take any responsibility for mitigating his issue. Although staff had done some research for him regarding a service to help eradicate the birds, he said it was not his responsibility. The quote from "Animal Damage Control" was \$7,050 (Exhibit 2) for the initial sweep. (This quote was recently confirmed with "Animal Damage Control" and remains the same.) When this was proposed to the resident, he said this was not his problem and expected the City of Antioch to eradicate the birds. This resident would not accept these were wild animals and that City Staff does not address non-vicious wild animals.

Since that meeting, this resident has contacted individual Council Members and made appearances at City Council meetings.

Regarding changing our current practices, staff has the following concerns:

- The City of Antioch Animal Services (like the CCCAC) does not address wild (feral) animals that are non-vicious. We do not address complaints about crows, pheasants, owls, woodpeckers, pigeons, rodents, etc. We should continue to follow our practice, which is the same practice as the County.
- This will reflect negatively on our Animal Services if we should decide to kill non-vicious wild animals.
- If we should begin such a precedent, how will we say "no" to the next person.

- The quote for \$7,050 is the initial sum. Staff believes this cost will be much higher because some residents are feeding these wild animals, some residents will not allow the City or a city contractor on their property to trap, and most of the residents are not willing to get involved.
- If some of the birds remain (not eradicated), they will re-populate and the numbers will increase again each year.
- Although some residents believe these animals are owned by one individual, there is virtually no way to prove it. This was also the case with CCCAC. We suggested concerned residents take civil action against the alleged owner, but they have declined to initiate that process.
- Unlike the Feral Cat Advocates, these residents are not willing to work with staff and help resolve this issue. They were not willing to work with CCCAC and apparently have continued with the same attitude with Antioch Animal Shelter staff.

- **ALTERNATIVES**

Allocate additional budget expenditure to contract with an eradication company.

ATTACHMENTS

Exhibit 1: Aug. 26, 2014 Letter to all homes in that area as a final notice to any potential owners/caretakers of the roosters and hens

Exhibit 2: Animal Damage Control Proposal

**Police Department
Antioch Animal Services**

300 L Street, Antioch, CA 94509-1100



**Allan Cantando
Chief of Police**

(925) 779-6989

August 26, 2014

Dear Resident,

Antioch Animal Services has recently received several complaints regarding free roaming roosters in your area. After canvassing the neighborhood, we are unable to locate any residents that are willing to confirm that they are the rightful owners of the roosters.

If you are the owner of any of the roosters that are roaming the area, please contact Antioch Animal Services at (925) 779-6989 by September 23, 2014.

Animal Services will continue to look into the situation, and if possible, will attempt to resolve the situation.

Respectfully,

Monika Helgemo, Supervisor
Antioch Police Department
Animal Services Division

ANIMAL DAMAGE CONTROL

3345 Bixler Road Unit# 1806, Discovery Bay, CA 94505-5053
TEL (925) 283-3130 - FAX (925) 684-9607
E-mail: animaldamagecontrol@netzero.com

December 17, 2014

Attn: Monika Helgemo
Antioch Animal Shelter
300 L Street
Antioch, CA 94509-1150

This is James Schmerker with Animal Damage Control, a nuisance wildlife control company.

We were informed of, and given a tour of, the neighborhood adjacent to Vine Lane, Antioch, and the 50 to 70 estimated roosters and hens in the area. We spoke with one of the tenant residents about the rooster problem, we also got a good look at the local human population. The most difficult hitch in this situation looks to be the potential for well-meaning human interference and equipment destruction or theft in general.

Animal Damage Control therefore proposes to remove the feral Chickens in the area including Vine Lane, Viera Avenue, Walnut Avenue, and Bown Lane as follows:

\$375.00 set up charge per location: This will be done at 4 locations with 2 traps per location. Each of these traps are intended to trap 1 bird at a time. This would be a total of \$1,500.00.

\$185.00 would be charged per day for a daily check of each trap at all locations. This would include, removing and dispatching any skunks, releasing any non-target animals..i.e. cats, raccoons, opossums etc. Also included in these visits would consist of re-baiting and resetting of the traps.

It would not be unrealistic to plan for this to be done for a 30 day period, and then re-evaluating the program. This charge for the 30 days would be \$5,550.00.

This would make the total \$7,050.00.

Thank you for your consideration,

James C Schmerker Jr.
Animal Damage Control



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Steve Duran, City Manager 

SUBJECT: Memorandum of Understanding with Sutter Delta Medical Center

RECOMMENDED ACTION

It is recommended that the City Council approve a Memorandum of Understanding (MOU) with Sutter Delta Medical Center, which has requested the attached MOU (Attachment A)

STRATEGIC PURPOSE

The recommended action supports Strategy L-3: Encourage and enhance a culture of cooperation and transparency at City Hall, Short Term Objective: Continue to provide timely responses to Public Records Requests, Grand Jury Reports and other public or community inquiries. It also supports Strategy L-4: Implement City Council policies and direction.

FISCAL IMPACT

The recommended action has no measurable fiscal impact to the City.

DISCUSSION

Sutter Delta Medical Center requested that the City Council approve the attached MOU.

ATTACHMENT

A – Memorandum of Understanding

**Memorandum of Understanding
between
City of Antioch
and
Sutter Delta Medical Center**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made by and between the City of Antioch, a political subdivision of the State of California ("City"), located at Third and H^h Streets, Antioch, CA 94509, and Sutter Delta Medical Center, a non-profit corporation organized and existing under the laws of the State of California ("Hospital"), located at 3901 Lonetree Way, Antioch, CA 94509.

RECITALS

WHEREAS, Hospital provides a disproportionate share of health care services to Medi-Cal beneficiaries and uninsured individuals and supports many programs that benefit the indigent, uninsured and underinsured populations in the City of Antioch and the State of California;

WHEREAS, Hospital participates in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, Hospital reaffirms its commitment to providing health care services to low income individuals who are not entitled to benefits under Medicare or eligible for assistance under any state Medicaid plan; and

WHEREAS, Hospital desires to reaffirm its commitment to the City and the City agrees to accept such commitment from Hospital.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein and for other good a valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Commitment of Hospital. During the term of this MOU, Hospital agrees to continue its historical commitment to providing health care to indigent, uninsured and underinsured residents of the City of Antioch and the State of California who are not entitled to benefits under Medicare or eligible for assistance under any state Medicaid plan. From 2009 through 2014, Hospital provided over \$144 million in charity care and uncompensated care, an average of approximately 3.8% of Hospital's gross revenue each year. Pursuant to this commitment, Hospital intends to provide charity care and uncompensated care of between 1.7% and 2% of Hospital's gross revenue each year during the term of this MOU.

2. Acceptance and Acknowledgements of Hospital's Commitment. City accepts the commitment of Hospital set forth above and acknowledges that the health care services provided by Hospital hereunder are in the public interest and are being provided to low income individuals

who are not entitled to benefits under Medicare or eligible for assistance under any state Medicaid plan.

3. Representations of Hospital. Hospital represents that it is:
 - (a) a corporation duly organized and validly existing in good standing under the laws of the State of California with the corporate power and authority to enter into and perform its obligations under this MOU; and
 - (b) a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended.

4. Term and Termination. The obligations under this MOU shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other party.

5. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law).

SUTTER DELTA MEDICAL CENTER:

Name: _____
Title: _____
Date: _____

CITY OF ANTIOCH

Name: _____
Title: _____
Date: _____



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Steve Duran, City Manager 
SUBJECT: Resolution Opposing Extension of Trade Policies

RECOMMENDED ACTION

It is recommended that the City Council consider adopting a resolution opposing the extension of trade policies (Attachment A). This item was requested by Mayor Harper.

STRATEGIC PURPOSE

The recommended action supports Strategy L-4: Implement City Council policies and direction.

FISCAL IMPACT

The recommended action has no direct or measurable impact on the City's finances

DISCUSSION

This item is for discussion and possible action by the City Council. Staff has done no research in this regard.

ATTACHMENT

A - Resolution

RESOLUTION NO. 2016/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
OPPOSING EXTENSION OF DISASTROUS TRADE POLICIES

WHEREAS, U.S. trade deals for the past 25 years have been corporate-driven, incorporating rules that skew benefits to economic elites while requiring working families to bear the brunt of such policies; and

WHEREAS, The growing trade deficits, driven by the North American Free Trade Agreement, China's accession to the World Trade Organization, and the U.S.-Korea Free Trade Agreement, have displaced 700,000 jobs and 3.2 million jobs, and 75,000 jobs respectively; and

WHEREAS, U.S. employment in manufacturing dropped by 5 million from 2000 to 2015; and

WHEREAS, Jobs lost due to trade devastate families and entire communities and can permanently reduce lifetime earnings for hundreds of thousands of workers; and

WHEREAS, The long decline of the American manufacturing base—exacerbated by bad trade policies that reward outsourcing—has undermined our economic security and poses a direct threat to our national security; and

WHEREAS, The offshoring of manufacturing and service jobs deprives local and state governments of sorely needed revenues, jeopardizing the livelihoods of millions of public servants as well as construction workers whose jobs depend upon infrastructure building, repair and maintenance; and

WHEREAS, Under NAFTA-style trade rules, the U.S. annual trade deficit has increased dramatically from 70 billion in 1993, the year before NAFTA went into effect, to more than \$508 billion in 2014; and

WHEREAS, The disproportionate voice of powerful global corporations in the formation of U.S. "free trade" agreements has advanced an agenda that undermines the public interest and threatens democracy; and

WHEREAS, NAFTA and all but two of the U.S. trade deals that followed it include special legal rights for foreign investors, known as "investor-to-state dispute settlement" or ISDS, that allow foreign firms to bypass state and federal courts to challenge state and local laws, regulations, and administrative and judicial decisions in international tribunals; and

RESOLUTION NO. 2016/**

January 26, 2016

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WHEREAS, The TPP is likely to include provisions locking in monopoly protections for expensive specialty drugs called biologics and constrict the government's ability to limit spending on drugs, potentially increasing drug costs for the government and all Americans; and

WHEREAS, Foreign investors already have used NAFTA's ISDS provisions to challenge decisions regarding local building permits, state bans on toxic chemicals and decisions of state courts; and

WHEREAS, Promoting economic growth with equity in Antioch requires an approach that reforms the entire trade negotiation process to ensure that voices of workers, farmers, small businesses, families and communities are heard and their interests addressed; and

WHEREAS, The Trans-Pacific Partnership (TPP) has been negotiated in secret, effectively shutting state and local governments out of the process, limiting our ability to influence its rules to ensure the people of Antioch can participate in the benefits of trade; and

WHEREAS, Given the enactment of fast track trade negotiating authority, states, localities and their citizens will have no opportunity to correct shortcomings in the TPP since its text will not be made public until it is final and no longer can be improved; and

WHEREAS, Repeating old mistakes in negotiating new trade agreements such as the TPP represents a missed opportunity to strengthen our economy, reduce income inequality and promote sustainable growth.

NOW, THEREFORE BE IT RESOLVED THAT:

The Antioch City Council calls upon our elected officials in the U.S. Senate and U.S. House of Representatives to oppose the TPP and any similar trade deals if they fail to restructure the misguided and failed policies of the past; and

BE IT FINALLY RESOLVED:

The Antioch City Council calls upon our elected officials in the U.S. Senate and U.S. House of Representatives to support new trade deals such as the TPP only if they will:

- Exclude investor-to-state dispute settlement (ISDS) and other provisions that favor foreign companies over domestic ones and undermine public choices;
- Ensure that countries cannot undercut U.S. based producers with weaker labor and environmental laws and enforcement;
- Ensure that the U.S. will engage in robust enforcement of trade rules, including labor and environmental rules;

RESOLUTION NO. 2016/**

January 26, 2016

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- Include strong rule of origin to promote economic growth and job creation in the U.S.;
- Promote high standards of protection for workplaces, products, and natural resources rather than promoting a race to the bottom; and
- Put the interests of people and the planet over the interests of private profit.

* * * * *

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 26th day of January 2016 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 26, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Steve Duran, City Manager
Nickie Mastay, Administrative Services Director

SUBJECT: City Council Agenda Follow-Up List

RECOMMENDED ACTION

It is recommended that the City Council review and acknowledge the items on the City Council Agenda Follow-Up List.

STRATEGIC PURPOSE

The recommended action supports Strategy L-4: Implement City Council policies and direction.

FISCAL IMPACT

The recommended action has no direct or measurable impact on the City's finances.

DISCUSSION

This item is for discussion and possible action by the City Council if the City Council wanted to remove or modify items from this existing list.

ATTACHMENT

A – City Council Agenda Follow-up List

Council Meeting Agenda Follow-up List

Meeting Date	Requested By	Item/Issue	Referred To	Disposition
1/13/2015		Card Room Zoning Ordinance Update	CAO	On hold pending initiative
2/10/2015	Ogorchock	Limit # of smoke shops & reduce limit through attrition (all 5 agreed)	CAO/CDD	On hold pending hiring of Attorney. Admin license process required
2/10/2015	Harper	Bingo ordinance update with admin use permit process	CAO/CDD	On hold pending hiring of Attorney. Admin license process required
2/10/2015	Wilson	Solar	Bernal	Consultant working on Analysis, to council Jan. 26, 2016
4/14/2015		Charter City Option & Cost Cutting Measures	Duran	On hold
4/28/2015	Wilson	Donation bin ordinance - soon? Also addressing illegal dumping.	CAO/Ebbs	Repeated from 1/13/15; Discussed 12/8 Ordinance 2016
8/25/2015	Rocha	Smoking ordinance - public places covered?	Duran	Bring for Council discussion after new CA on board; 10/28 BG can bring Oakley's ordinance as example for Council discussion. SD to talk w/Mary about interest. Legal to send ordinance to SD
8/25/2015	Rocha	Shopping cart ordinance	Ebbs/CAO	Planning Comm in Oct. 2015. February 2016
9/22/2015 and 12/08/2015	Ogorchock	Family Justice Center in Antioch		Reso 12/8. Ogorchock: Would like to continue item so she can work on this with other Cities, Supervisors, and staff on the appropriate resolution for the Family Justice Center.
10/13/2015	Ogorchock	License plate readers in Sycamore & Cavallo areas.	Cantando	Repeated from 8/11/15; 10/28 scope & cost info in process from PD

Council Meeting Agenda Follow-up List

Meeting Date	Requested By	Item/Issue	Referred To	Disposition
10/27/2015	Harper	Plan for funding OPEB - others agreed	Duran	Initial policy using 1-time \$ approved 11/10. Unfunded Liability Policy. Research on other Cities. 2016
10/27/2015	Wilson	Update on GP Land Use Element & Downtown Specific Plan	Ebbs	Status to be provided Spring 2016
10/27/2015 and 12/8/15	Ogorchock	Look into a Camping Ordinance	Ebbs/CAO	Waiting for outcome of litigation that is in process in Sacramento
12/8/2015	Tiscareno/Ogorchock	Discussion on the issue with the roosters and hens	Cantando	January 26, 2016
12/8/2015	Wilson	Update on the Health Wealth Initiative	Duran	February 2016
1/12/2016	Rocha	Travel for the League of California Cities	Mastay	February 2016
1/12/2016	Wilson	Information Only. Funding a Fire District	Duran/Mastay	Follow up with Fire District
1/12/2016	Wilson	Information Only. Antioch Community Foundation	Kaiser	N. Kaiser to talk to the Mayor. Late Spring
1/12/2016	Wilson	Presentation from the Workforce Development Board	Duran	S. Duran will schedule with Council member Wilson.
			CAO = City Attorney Office	
			CDD = Community Development Department	