

ANNOTATED AGENDA

for
January 10, 2012

CITY COUNCIL MEETING

Order of Council vote: AYES: Council Members Kalinowski, Harper, Rocha, Agopian and Mayor Davis

Order of Agency Vote: AYES: Agency Members Kalinowski, Harper, Rocha, Agopian and Chairman Davis

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 1st floor of City Hall, 3rd and H Streets, 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 for Closed Sessions – All Present

PUBLIC COMMENTS for Closed Sessions

CLOSED SESSIONS:

1) CONFERENCE WITH LABOR NEGOTIATOR – City designated representatives: Deborah McHenry, Human Resources Director and Glenn Berkheimer IEDA; Employee organizations: Public Employees' Union Local No. 1; Antioch Police Officers' Association. This Closed Session is authorized by California Government Code §54957.6. ***Direction given to Labor Negotiator***

2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to subdivision (A) of Government Code Section 54956.9: California Healthy Communities Network, an unincorporated association, v. City of Antioch; Real Party in interest WAL-MART Stores, Inc., Case No. N10-1804; Contra Costa Superior Court

No action taken

7:00 P.M. ROLL CALL for Council/Agency Members – All Present

PLEDGE OF ALLEGIANCE

PRESENTATION by Economic Development Commission on New Business Welcome

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

CITY COUNCIL SUBCOMMITTEE REPORTS

MAYOR'S COMMENTS

1. COUNCIL CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 29 AND DECEMBER 13, 2011

Recommended Action: Motion to approve the minutes

Approved

COUNCIL CONSENT CALENDAR — Continued

B. APPROVAL OF COUNCIL WARRANTS

Approved

Recommended Action: Motion to approve the warrants

C. REJECTION OF CLAIMS

1. Yvonne Meyer 11/12-2000 (personal injury)
2. Hooshmand Hessari 11/12-2038 (return of property)
3. Tameka Turner 11/12-2035 (property damage)

Rejected

Recommended Action: Motion to reject the listed claims

D. ELIMINATE EARTHQUAKE INSURANCE FOR CITY HALL AND THE POLICE STATION

Reso 2012/01, 5/0

Recommended Action: Motion to adopt the resolution finding that earthquake insurance is not available on the open market from a reputable insurance company at a reasonable cost and direct staff to continue not obtaining an earthquake insurance policy for City Hall and the Police Station for fiscal year 2012-13

E. TRANSFER OF STATE ROUTE 4 BYPASS: REVISED COOPERATIVE AGREEMENT WITH CALTRANS, THE ROUTE 4 BYPASS AUTHORITY, ANTIOCH, BRENTWOOD, OAKLEY AND CONTRA COSTA COUNTY REGARDING TRANSFER OF ROUTE 4 BYPASS TO CALTRANS

Reso 2012/02, 5/0

Recommended Action: Motion to adopt the resolution approving and authorizing the City Manager to sign in substantially the same form the revised Cooperative Agreement with Caltrans, State Route 4 Bypass Authority, Contra Costa County, Antioch, Brentwood and Oakley for the transfer of State Route 4 Bypass

END OF COUNCIL CONSENT CALENDAR

COUNCIL REGULAR AGENDA/ANTIOCH DEVELOPMENT AGENCY REGULAR AGENDA

2. DISSOLUTION OF ANTIOCH DEVELOPMENT AGENCY

Recommended Action: Motion to receive and file

**Receive and file, 5/0
direction given to staff in support
of Senate Bill No. 659, 5/0**

COUNCIL REGULAR AGENDA

3. FULTON SHIPYARD BOAT RAMP CLOSURE (Continued from 11/08/11)

Recommended Action: Motion to approve the closure of the Fulton Shipyard Boat Ramp and adjoining property

**Direction given to staff to agendize the
formation of a subcommittee, 5/0**

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS

ADJOURNMENT – 8:56 *p.m.*

STAFF REPORTS TO FOLLOW

ANTIOCH CITY COUNCIL

SPECIAL MEETING/CLOSED SESSION
6:30 P.M.

November 29, 2011
Council Chambers

Mayor Davis called the meeting to order at 6:30 P.M., City Clerk Skaggs called the Council roll.

Present: Council Members Kalinowski, Harper, Rocha, Agopian (arrived at 6:39 P.M.) and Mayor Davis

PUBLIC COMMENTS – None

ADJOURNMENT TO CLOSED SESSION

With no further business, Mayor Davis adjourned the meeting to the Closed Session immediately following.

CLOSED SESSION:

1) CONFERENCE WITH LABOR NEGOTIATOR – City designated representatives: Deborah McHenry, Human Resources Director and Glenn Berkheimer IEDA; Employee organizations: Public Employees' Union Local No. 1, Operating Engineers Local Union No. 3, Antioch Police Officers' Association, Antioch Police Sworn Management Association, Management Group, Confidential Group, Treatment Plant Employees' Association. This Closed Session is authorized by California Government Code §54957.6.

2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to subdivision (A) of Government Code Section 54956.9: California Healthy Communities Network, an unincorporated association v. City of Antioch; Real Party in interest WAL-MART Stores, Inc., Case No. N10-1804; Contra Costa Superior Court.

With no action to report, Mayor Davis adjourned the Closed Session at 8:00 P.M. to the next regular Council Meeting on December 13, 2011.

Respectfully submitted:

DENISE SKAGGS, City Clerk

A

01/10/12

**ANTIOCH CITY COUNCIL
ANTIOCH DEVELOPMENT AGENCY**

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

**December 13, 2011
Council Chambers**

6:00 P.M. - CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR – City designated representatives: Deborah McHenry, Human Resources Director, and Glenn Berkheimer, IEDA; Employee organizations: Public Employees’ Union Local No. 1; Antioch Police Officers’ Association. This Closed Session is authorized by California Government Code §54957.6.

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to subdivision (A) of Government Code Section 54956.9: California Healthy Communities Network, an unincorporated association, v. City of Antioch; Real Party in interest WAL-MART Stores, Inc., Case No. N10-1804; Contra Costa Superior Court.

Mayor Pro Tem Harper called the meeting to order at 7:18 P.M., and City Clerk Skaggs called the roll.

Present: Council/Agency Members Kalinowski, Rocha, Agopian and Mayor Pro Tem Harper

Excused: Mayor/Chair Davis

Councilmember Kalinowski led the Council and audience in the Pledge of Allegiance.

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report: #1: Conference with Legal Negotiator, direction was given to staff; #2: Conference with Legal Counsel – Existing Litigation, no action was taken.

PROCLAMATION — *to Retired City Clerk L. Jolene Martin*

On motion by Councilmember Rocha, seconded by Councilmember Agopian, the City Council members present unanimously approved the proclamation.

The City Council members present presented the proclamation recognizing L. Jolene Martin for her dedication and support to the City of Antioch and presented her with a framed photograph.

Retired City Clerk Jolene Martin accepted the proclamation and introduced her family in attendance. She stated it was an honor to have served the City of Antioch.

The City Council thanked Ms. Martin for her service and wished her the best in her retirement.

PRESENTATION

Mary Nejedly Piepho, District 3 Supervisor, Contra Costa County Board of Supervisors, congratulated Ms. Martin on her retirement. She gave a brief overhead presentation of her

actions on the Contra Costa Board of Supervisors and through various committee assignments. She presented the redistricting map and voiced her support for the joint city/county economic development strategy for the northeast Antioch annexation. She wished the audience a Happy Holiday and encouraged anyone needing assistance to contact her office.

Councilmember Rocha stated she was honored to have Supervisor Piepho in attendance and thanked her for her advocacy on behalf of the City of Antioch.

Councilmember Kalinowski thanked Supervisor Piepho for the presentation and urged her to maintain focus on the annexation plan.

Councilmember Agopian thanked Supervisor Piepho for the presentation and requested her continued support during the northeast Antioch annexation process. He stated he looked forward to working with her in her efforts to stand up for the rights of East County.

Mayor Pro Tem Harper thanked Supervisor Piepho for the presentation.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Allen Payton, representing the July 4, 2012 Fireworks and Celebration committee, thanked Martha Parsons, Joy Motts, and Councilmember Rocha for their fundraising efforts for the 4th of July fireworks display. The committee presented the City Council with shirts carrying their logo and thanked those who had committed funds to the event and the City Council for supporting their efforts.

Mayor Pro Tem Harper thanked the committee for fundraising for the event.

PUBLIC COMMENTS

Marty Fernandez requested the City Council invite BART Board Member Joel Keller to attend a City Council meeting to explain why San Jose was receiving BART and East County was receiving eBART.

Councilmember Kalinowski requested an update on the eBART project.

Bob Martin, Antioch resident and President of the Antioch Historical Society, invited the public to view the museum holiday decorations and attend the 1st Annual Crab Feed on March 3, 2012, at 5:00 P.M.

Mayor Pro Tem Harper announced a Dr. Martin Luther King Jr., celebration would be held on January 16, 2012, at 1:00 P.M. at Antioch High School, Beede Auditorium.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Agopian reported on his attendance at the Blight / Shop Antioch subcommittee meeting.

Councilmember Rocha reported on her attendance at the presentation given to Dozier-Libbey Medical High School and event honoring State Superintendent of Public Instruction Tom Torlakson. She also reported on her attendance at a meeting of the Youth Intervention Network.

1) REPORT ON SENIOR CENTER BUS PROGRAM

Councilmember Kalinowski reported on the Senior Bus Program and the possibility of Tri-Delta Transit raising fees for senior residents, which he felt was unacceptable. He reported he had worked with staff to problem solve the issue. He stated he would be providing the City Council with an update in the future and would be pushing to negotiate the issue forward.

Councilmember Agopian thanked Councilmember Kalinowski for the report on the Senior Bus Program and spoke to the need for senior residents to have access to the services offered at the Senior Center. He voiced his support and assistance to Councilmember Kalinowski on the issue.

MAYOR'S COMMENTS — None

1. COUNCIL CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR OCTOBER 25 AND NOVEMBER 8, 2011

B. APPROVAL OF COUNCIL WARRANTS

C. APPROVAL OF TREASURER'S REPORT FOR OCTOBER 2011

D. REJECTION OF CLAIMS

1. Rosetta Jones 11/12-2025 (personal injury)
2. Lynda Urbina 11/12-2032 (personal injury)
3. Mayrdawna Davis 11/12-2042 (personal injury)

E. LEASES FOR OFFICE SPACE AT THE ANTIOCH MARINA

F. SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH CONSTRUCTION TESTING SERVICES, INC., FOR VARIOUS PROJECTS IN THE CITY OF ANTIOCH (P.W. 392-26 AND OTHERS)

G. RESOLUTION NO. 2011/80 APPROVE RIGHT-OF-WAY PURCHASE AGREEMENT FOR THE WILBUR AVENUE OVERCROSSING PROJECT (P.W. 259-B)

H. AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH ANN B. SPAULDING

I. REQUEST FOR TRAINING AND TRAVEL – LEAGUE OF CALIFORNIA CITIES CONFERENCE

On motion by Councilmember Kalinowski, seconded by Councilmember Agopian, the Council Members present unanimously approved the Council Consent Calendar

COUNCIL REGULAR AGENDA

2. REVIEW OF CONCEPTUAL PLAN FOR TWO SYNTHETIC TURF SOCCER/MULTI-USE FIELDS TO BE LOCATED AT ANTIOCH COMMUNITY PARK

Project Consultant Karste presented the staff report dated December 5, 2011, recommending the City Council review and approve the conceptual project design and timeline.

Jay Beals, representing Beals Alliance, gave a brief overhead presentation of the conceptual plan and details of the design for two synthetic turf soccer / multi-use fields located at Antioch Community Park.

Project Consultant Karste discussed capital replacement and the operation and maintenance costs associated with the project as well as a variety of potential funding sources. He cautioned the City Council that the National Environmental Policy Act requirements could potentially impact the project timeline.

Councilmember Agopian suggested extending the fencing to follow the natural grass line and felt it would be a great facility in an ideal location. He suggested setting policy with regards to user fees as well as the funds that would have been used to maintain natural grass, deposited into a designated reserve fund.

Mayor Pro Tem Harper stated he was pleased to see the project coming to fruition.

On motion by Councilmember Kalinowski, seconded by Councilmember Rocha, the City Council members present approved the conceptual project design and project timeline.

3. RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A DEFERRED IMPROVEMENT AGREEMENT FOR SIERRA VISTA SUBDIVISION 7722 (SUNCREST HOMES 26, LLC) AND ALL RELATED DOCUMENTS (PW 584)

City Attorney Nerland presented the staff report dated November 21, 2011, and supplemental staff report dated December 12, 2011, recommending the City Council adopt the resolution.

Gordon Gravelle, President of Suncrest Homes 26, LLC., gave a brief history of the project and requested the City Council authorize the City Manager to sign the deferred improvement with the following changes:

- Increase the Deferred Improvement Agreement from 5 to 7 years

- Amend item #3c – to read: “unless such transferee agrees in writing in a form acceptable to the City to assume the obligations of owner under this agreement.”

Following discussion, the City Council consensus supported approving the deferred improvement agreement for a period of 7 years with the following language deleted from the agreement item 3c, “including but not limited to a devise, bequest inheritance.”

RESOLUTION NO. 2011/81

On motion by Councilmember Agopian, seconded by Councilmember Rocha, the City Council adopted the resolution with the following changes:

- Deferred Improvement Agreement for 7 years from the date of execution of the agreement
- Deferred Improvement Agreement amendment to Item #3c to read, “Owner transfers or sells the Property or any portion of the Property or change in the controlling interest of Suncrest Homes 26, LLC.”

4. AGENCY REGULAR AGENDA

A. APPROVAL OF AGENCY WARRANTS

On motion by Agency Member Rocha, seconded by Agency Member Kalinowski, the Antioch Development Agency members present unanimously approved the Agency Warrants.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Attorney Nerland reminded the City Council there would not be a City Council meeting on December 27, 2011, and City Offices would be closed December 23 – January 2, 2012. On behalf of staff, she wished the City Council and residents a Happy Holiday.

COUNCIL COMMUNICATIONS

Councilmember Kalinowski requested a discussion on the eBART extension beyond Hillcrest Avenue be agendized for City Council direction. He stated he does not feel it would be advantageous to have a station at Laurel Road.

Councilmember Agopian agreed with Councilmember Kalinowski with regards to a Laurel Road station. He stated he cherished the work he does on behalf of the residents of Antioch and wished everyone a Merry Christmas.

Councilmember Rocha wished everyone a Merry Christmas.

Councilmember Harper requested staff agendaize an update on the new Community Center and the use of the remaining Mello Roos funds. He wished everyone a safe holiday season.

With no further business, Mayor Pro Tem Harper adjourned the meeting at 9:28 P.M. to the next regular Council meeting on January 10, 2012.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
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100 General Fund

Non Departmental

131080	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	11,213.80
131081	CONTRA COSTA WATER DISTRICT	CCWD FACILITY RESERVE FEE	48,640.00
131095	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	129,662.03
131156	RBF CONSULTING	DESIGN REVIEW	190.00
131179	99 CENT ONLY STORE	DEPOSIT REFUND	2,000.00
131185	ARC TEC INC	DEPOSIT REFUND	105.45
131186	ARMADILLO BAY INC	DEPOSIT REFUND	1,000.00
131200	CASTANEDA, JULIO AND IRMA	DEPOSIT REFUND	2,000.00
131222	ENCINA VETERINARY HOSPITAL	DEPOSIT REFUND	2,000.00
131255	FERNANDO J.PENICHE & PILAR NEVARZ	DEPOSIT REFUND	1,000.00
131256	PENICHE, FERNANDO J	DEPOSIT REFUND	2,000.00
131262	SAFEWAY INC	DEPOSIT REFUND	2,549.50
131267	ST JOHNS LUTHERAN CHURCH	DEPOSIT REFUND	2,000.00
131268	STAMM, GEORGE	DEPOSIT REFUND	2,000.00
131274	TNT ELECTRIC SIGN INC	DEPOSIT REFUND	500.00
131280	VINTAGE INVESTMENT PROPERTIES LLC	DEPOSIT REFUND	2,500.00
131281	WATERMAN INC	DEPOSIT REFUND	1,975.00
131304	CHEUNG, DAVID AND SALLY	DEPOSIT REFUND	500.00
131306	CINGULAR	DEPOSIT REFUND	1,755.25
131307	CIRCLEPOINT	CONSULTING SERVICE	12,263.48
131324	DELTA FAIR CHEVRON CORP	DEPOSIT REFUND	1,000.00
131341	GHAFOORI, PAUL	DEPOSIT REFUND	2,500.00
131347	HARTWIG, DEAN	DEPOSIT REFUND	500.00
916515	ZUMWALT ENGINEERING GROUP INC	ENGINEERING SERVICE	150.00

City Council

131376	NATURES BOUNTY	RECEPTION EXPENSE	608.69
131395	PERS	COUNCIL PAYMENT	255.78
201237	COSTCO	SUPPLIES	71.87

City Attorney

131238	LEXISNEXIS MATTHEW BENDER	ONLINE LEGAL RESEARCH	75.00
131269	STATE BAR OF CALIFORNIA	MEMBERSHIP FEES	400.00
131271	STATE OF CALIFORNIA	FINGERPRINTING	32.00
131278	US BANK	COPIER LEASE	214.01
131353	JARVIS FAY AND DOPORTO LLP	LEGAL FEES	363.38
201239	SHUTE MIHALY AND WEINBERGER LLP	MEETING EXPENSE	35.00

City Manager

131192	BANK OF AMERICA	MEETING EXPENSE	225.28
131278	US BANK	COPIER LEASE	214.01
131379	OFFICE MAX INC	OFFICE SUPPLIES	80.29
201238	DS WATERS OF AMERICA	WATER	39.60

City Clerk

131060	BAY AREA NEWS GROUP	LEGAL AD	221.99
131097	ECS IMAGING INC	ANNUAL MAINTENANCE	478.46
131099	EIDEN, KITTY J	MINUTES CLERK	625.00

Prepared by: Georgina Meek
 Finance Accounting

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131194 BAY AREA NEWS GROUP	LEGAL AD	70.59
131278 US BANK	COPIER LEASE	303.30
City Treasurer		
131106 GARDA CL WEST INC	ARMORED CAR PICK UP	202.30
916357 CONLEY, DONNA	VEHICLE ALLOWANCE	350.00
Human Resources		
131097 ECS IMAGING INC	ANNUAL MAINTENANCE	478.46
131198 CALPELRA	CONFERENCE DUES	345.00
131217 E GROUP LLC, THE	PROFESSIONAL SERVICES	400.00
131264 SHRM	CONFERENCE DUES	180.00
131278 US BANK	COPIER LEASE	355.64
131377 OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT PHYSICAL	198.25
131391 PARS	ADMIN FEE OCT11	1,006.08
131408 SCHATZ, MICHAEL J	EDUCATIONAL INCENTIVE	710.00
Economic Development		
131278 US BANK	COPIER LEASE	220.45
916343 BERNICK, MICHAEL	PROFESSIONAL SERVICES	3,300.00
Finance Administration		
131097 ECS IMAGING INC	ANNUAL MAINTENANCE	478.46
131278 US BANK	COPIER LEASE	969.15
131379 OFFICE MAX INC	OFFICE SUPPLIES	269.89
Finance Accounting		
131054 AT AND T MCI	BITECH PHONE LINE	475.87
131060 BAY AREA NEWS GROUP	LEGAL AD	848.04
131199 CAPORICCI AND LARSON CPA	AUDIT SERVICES	4,000.00
131296 AT AND T MCI	BITECH PHONE LINE	952.98
916490 SUNGARD PUBLIC SECTOR INC	MONTHLY ASP SERVICE	11,886.53
Finance Operations		
131169 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.00
131248 NEOPOST	SUPPLIES	155.56
131275 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	680.00
131278 US BANK	COPIER LEASE	1,048.13
131310 CMRTA	MEMBER DUES	50.00
131428 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	5.77
131429 UNITED STATES POSTAL SERVICE	POSTAGE	10,000.00
Non Departmental		
131246 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	3,675.10
131434 WAGeworks	125 PLAN ADMIN FEE	150.00
201277 PRAVINJI, PANOITR	BUS LIC APP FEE REFUND	30.00
201278 THE SYGMA NETWORK	BUS LIC APP FEE REFUND	30.00
201279 REPUBLIC INTELLIGENT TRANSPORTATION	BUS LIC APP FEE REFUND	30.00
201280 CALIF PAVEMENT MAINT CO INC	BUS LIC OVERPAYMENT REFUND	20.00
201351 3CJR PAINTIN INC	STICKER FEE REFUND	5.00
916425 RETIREE	MEDICAL AFTER RETIREMENT	1,593.47
Public Works Maintenance Administration		
131138 NEXTEL SPRINT	CELL PHONE	61.03

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131278 US BANK	COPIER LEASE	35.07
Public Works General Maintenance Services		
131138 NEXTEL SPRINT	CELL PHONE	40.52
131278 US BANK	COPIER LEASE	93.41
131395 PERS	PAYROLL DEDUCTIONS	82.98
Public Works Street Maintenance		
131051 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	19,892.06
131125 L SERPA TRUCKING INC	TRUCK RENTAL	2,324.70
131138 NEXTEL SPRINT	CELL PHONE	21.04
131184 ANTIOCH BUILDING MATERIALS	ASPHALT	685.00
131214 DELTA GRINDING CO INC	EQUIPMENT RENTAL	2,600.00
131291 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	4,414.70
131316 CONTRA COSTA HOSE AND FITTINGS	HOSE	49.75
131363 LOWES COMPANIES INC	SUPPLIES	154.68
Public Works-Signal/Street Lights		
131054 AT AND T MCI	PHONE	554.29
131116 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,117.55
131145 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	18.34
131174 WESCO RECEIVABLES CORP	SUPPLIES	12,030.40
131206 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	15,851.74
131224 FASTENAL CO	SUPPLIES	311.06
131232 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,874.21
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	4,786.21
131270 STATE OF CALIFORNIA	SIGNAL MAINTENANCE	1,882.88
131331 DILLON ELECTRIC INC	ELECTRICAL SERVICES	8,771.46
Public Works-Striping/Signing		
131105 FURBER SAW INC	CHAIN SAWS & SUPPLIES	1,027.43
131219 EAST BAY WELDING SUPPLY	OXYGEN	16.17
131239 MANERI SIGN COMPANY	STREET SIGNS	32.48
131250 OFFICE MAX INC	OFFICE SUPPLIES	16.00
131363 LOWES COMPANIES INC	SUPPLIES	55.11
131384 ORCHARD SUPPLY HARDWARE	SUPPLIES	246.56
131389 PACIFIC PRODUCTS AND SERVICES INC	SUPPLIES	278.77
131395 PERS	PAYROLL DEDUCTIONS	281.71
201331 TCSA	MEETING EXPENSE	60.00
Public Works-Facilities Maintenance		
131054 AT AND T MCI	PHONE	44.83
131057 AUTOMATIC DOOR SYSTEMS INC	DOOR REPAIR	241.24
131111 HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE	13,586.13
131139 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	100.00
131164 STANLEY SECURITY SOLUTIONS INC	SUPPLIES	592.67
131175 WILCO SUPPLY	DOOR CLOSERS	721.23
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	9,609.01
131359 LENHART ALARM AND SECURITY	ALARM MONITORING	450.00
131363 LOWES COMPANIES INC	SUPPLIES	107.80
131384 ORCHARD SUPPLY HARDWARE	SUPPLIES	21.28

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916359 GRAINGER INC	SUPPLIES	118.75
916361 LEES BUILDING MAINTENANCE	JANITORIAL SERVICE	2,494.82
Public Works-Parks Maint		
131054 AT AND T MCI	PHONE	77.89
131090 DELTA FENCE CO	FENCE SUPPLIES	2,005.59
131116 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,006.32
131121 KAY PARK AND REC CORP	PARK SUPPLIES	1,988.00
131143 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	720.00
131174 WESCO RECEIVABLES CORP	SUPPLIES	11,983.71
131181 AMERICAN PLUMBING INC	PLUMBING SERVICES	355.00
131232 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	294.68
131239 MANERI SIGN COMPANY	SIGNS	1,519.83
131252 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	12,589.74
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	809.45
131325 DELTA FENCE CO	FENCE REPAIR	684.00
131384 ORCHARD SUPPLY HARDWARE	SUPPLIES	85.25
131386 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	37,174.29
131418 STEWARTS TREE SERVICE	TREE REMOVAL	550.00
Public Works-Median/General Land		
131054 AT AND T MCI	PHONE	144.50
131140 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
131180 ACE HARDWARE, ANTIOCH	SUPPLIES	45.10
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,483.76
916347 JOHN DEERE LANDSCAPES ANTIOCH	SUPPLIES	1,897.48
Public Works-Work Alternative		
131138 NEXTEL SPRINT	CELL PHONE	49.06
131251 ORCHARD SUPPLY HARDWARE	SUPPLIES	70.35
201325 STAPLES	EQUIPMENT	86.58
Police Administration		
131073 COMCAST	INTERNET SERVICE	25.49
131075 CONCORD UNIFORMS LLC	UNIFORMS	392.10
131084 CPCA	MEMBER DUES-CANTANDO	600.00
131085 CUEVAS, NICHOLAS J L	EXPENSE REIMBURSEMENT	84.52
131097 ECS IMAGING INC	ANNUAL MAINTENANCE	603.75
131102 FEDEX	SHIPPING	46.72
131117 INTERSTATE ALL BATTERY CENTER	BATTERIES	635.97
131127 LAW OFFICES OF JONES AND MAYER	LEGAL SERVICES	494.00
131141 OFFICE MAX INC	OFFICE SUPPLIES	488.18
131153 PSYCHOLOGICAL SERVICES GROUP	CONSULTANT SERVICES	700.00
131160 SHARP BUSINESS SYSTEMS	TONER	170.60
131161 SHRED IT INC	SHRED SERVICE	155.00
131162 SIMPSON INVESTIGATIVE SVCS GROUP	INVESTIGATION EXPENSE	2,294.91
131169 UNITED PARCEL SERVICE	SHIPPING	119.81
131172 VERIZON WIRELESS	AIR CARDS	90.02
131187 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	203.91
131191 AUTO WORLD INC	LEASE VEHICLES	2,066.25

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131193 BANK OF AMERICA	SUPPLIES	302.68
131205 COMMERCIAL SUPPORT SERVICES	CAR WASHES	556.50
131209 COPWARE INC	SITE LICENSES	1,025.00
131212 CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	1,201.36
131220 EAST COUNTY TOW	TOWING SERVICE	225.00
131226 FUHRMANN, THOMAS J	MILEAGE REIMBURSEMENT	82.14
131260 REACH PROJECT INC	REACH PROJECT SERVICES	48,175.00
131263 SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	4,759.86
131278 US BANK	COPIER LEASE	2,793.24
131333 DOUBLETREE HOTEL	LODGING-GIRARD	315.42
131342 GIRARD, JEANNINE G	PER DIEM	196.00
131379 OFFICE MAX INC	OFFICE SUPPLIES	129.08
131397 PUBLIC SAFETY TRAINING CONSULTANTS	TUITION-GIRARD	330.00
131427 UNION BANK OF CALIF	RETIREMENT/PARS	5,562.34
131428 UNITED PARCEL SERVICE	SHIPPING	23.67
201254 OFFICE DEPOT	SUPPLIES	30.27
201258 CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	51.42
916341 ARATA PRINTING	PRINTING SERVICE	281.45
916345 HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	3,561.83
916346 IMAGE SALES INC	BADGES	75.00
916348 MOBILE MINI LLC	STORAGE CONTAINERS	213.52
916360 HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	4,055.61
916362 MOBILE MINI LLC	STORAGE CONTAINERS	315.28
Police Prisoner Custody		
131126 LAMOTHE CLEANERS	DRY CLEANING	84.00
Police Community Policing		
131087 DELTA ANIMAL CLINIC	VETERINARY SERVICES	1,088.34
131115 HUNT AND SONS INC	FUEL	75.52
131197 BRENTWOOD VETERINARY HOSPITAL	VETERINARY SERVICES	711.15
131243 MOORE K9 SERVICES	K9 TRAINING	500.00
131284 RECIPIENT	DISABILITY PENSION PAYMENT	3,637.50
201257 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	33.30
201260 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	83.25
Police Investigations		
131066 BIAS, STEVE M	EXPENSE REIMBURSEMENT	51.15
131083 COURT SERVICES INC	PRISONER TRANSPORTATION	1,564.00
131133 METRO PCS	PHONE RECORDS	100.00
131134 MORTIMER, MICHAEL P	EXPENSE REIMBURSEMENT	20.01
131176 WISECARVER JR, JIMMY R	EXPENSE REIMBURSEMENT	36.45
131207 CONTRA COSTA COUNTY	LAB TESTING	18,429.42
131273 THOMSON WEST	ONLINE DATABASE	296.10
131278 US BANK	COPIER LEASE	970.74
201257 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	62.10
201259 METRO PCS	PHONE RECORDS	100.00
201260 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	7.50

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Police Communications

131054 AT AND T MCI	PHONE	1,162.53
131055 AT AND T MOBILITY	HIGH SPEED WIRELESS	420.46
131056 AT AND T MOBILITY	HIGH SPEED WIRELESS	434.86
131141 OFFICE MAX INC	OFFICE SUPPLIES	137.91
131210 COSTCO	SUPPLIES	79.82
131295 AT AND T MCI	PHONE	645.27
131296 AT AND T MCI	PHONE	369.53
131402 RESPONSIVE COMMUNICATION SVCS	ANTENNA INSTALLATION	1,073.11
916356 COMPUCOM SYSTEMS INC	SOFTWARE	1,307.39

Office Of Emergency Management

131054 AT AND T MCI	PHONE	288.30
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Police Facilities Maintenance

131054 AT AND T MCI	PHONE	256.39
131070 CAMALI CORP	MAINTENANCE SERVICE	345.00
131111 HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE	8,370.76
131254 PACIFIC GAS AND ELECTRIC CO	GAS	18,704.92
131282 WESCO RECEIVABLES CORP	SUPPLIES	255.89
131359 LENHART ALARM AND SECURITY	ALARM MONITORING	75.00
916354 CLUB CARE INC	EQUIPMENT REPAIR	225.00
916361 LEES BUILDING MAINTENANCE	JANITORIAL SERVICE	4,411.17

Community Development Administration

131278 US BANK	COPIER LEASE	627.20
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Community Development Land Planning Services

131097 ECS IMAGING INC	ANNUAL MAINTENANCE	1,125.96
131298 BAY AREA NEWS GROUP	LEGAL AD	112.20
131335 DYETT AND BHATIA	CONSULTING SERVICES	595.00

Community Development Neighborhood Improvement

131097 ECS IMAGING INC	ANNUAL MAINTENANCE	1,925.97
131138 NEXTEL SPRINT	CELL PHONE	53.84
201109 CONTRA COSTA COUNTY	LIEN RELEASE	24.00

PW Engineer Land Development

131054 AT AND T MCI	PHONE	29.47
131097 ECS IMAGING INC	ANNUAL MAINTENANCE	1,125.97
131138 NEXTEL SPRINT	CELL PHONE	107.93
131278 US BANK	COPIER LEASE	243.89
916359 GRAINGER INC	SUPPLIES	43.36

Community Development Building Inspection

131097 ECS IMAGING INC	ANNUAL MAINTENANCE	1,925.97
131138 NEXTEL SPRINT	CELL PHONE	56.10
131250 OFFICE MAX INC	OFFICE SUPPLIES	84.86
131379 OFFICE MAX INC	OFFICE SUPPLIES	5.42
201107 INTERNATIONAL CODE COUNCIL	RENEWAL-VIGIL	70.00
916352 3M AOSAFETY EYEWARE	SAFETY GLASSES-BOCCIO	300.33

Capital Imp. Administration

131138 NEXTEL SPRINT	CELL PHONE	119.70
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131228 HARRINGTON, PHILLIP L	MEETING EXPENSE	35.00
Community Development Engineering Services		
131138 NEXTEL SPRINT	CELL PHONE	32.44
210 Federal Asset Seizure Fund		
Asset Forfeiture		
131163 SPECIAL SERVICES GROUP LLC	SERVEILLANCE SERVICE	1,200.00
212 CDBG Fund		
CDBG		
131072 CITY DATA SERVICES	CDS REPORTING	675.00
131082 COURT APPOINTED SPECIAL ADVOCATES	CDBG SERVICES	3,462.00
131103 FOOD BANK OF CCC AND SOLANO	CDBG SERVICES	1,500.48
131113 HOUSE, TERI	CONSULTANT SERVICES	3,960.00
CDBG NSP		
131110 HEART AND HANDS OF COMPASSION	NSP PROPERTIES	4,632.12
131122 KENNEDY, JANET	CONSULTANT SERVICES	1,830.00
213 Gas Tax Fund		
Parks & Open Space		
131159 ROBERTS AND BRUNE CO	SUPPLIES	5,066.10
131241 MCK SERVICES INC	PAVEMENT PROJECT	784,024.24
131261 ROBERTS AND BRUNE CO	SUPPLIES	1,759.06
131272 STORMWATER SPECIALISTS	INSPECTION SERVICE	1,990.00
Streets		
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	21,197.66
131294 ASSOCIATED RIGHT OF WAY SERVICES	PROJECT MANAGEMENT	5,302.50
131388 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	17.48
214 Animal Control Fund		
Animal Control		
131094 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	647.46
131182 ANIMAL CARE EQUIPMENT & SERVICES	ANIMAL CARE SUPPLIES	114.00
131221 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	3,400.75
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	984.47
131278 US BANK	COPIER LEASE	109.96
131289 ANIMAL SUPPLY LOGISTICS	SUPPLIES	744.17
131299 BAYER HEALTH CARE	ANIMAL MEDICAL SUPPLIES	391.23
131350 HILLS PET NUTRITION	ANIMAL FOOD	864.08
131357 KOEFRAN SERVICES INC	ANIMAL DISPOSAL SERVICES	1,850.00
131394 PFIZER ANIMAL HEALTH	SUPPLIES	231.10
916361 LEES BUILDING MAINTENANCE	JANITORIAL SERVICE	435.75
215 Civic Arts Fund		
Civic Arts		
131111 HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE	271.73
131278 US BANK	COPIER LEASE	54.58
131293 ARTS AND CULTURAL FOUNDATION	ANNUAL CONTRACT	4,250.00
216 Park-In-Lieu Fund		
Parks & Open Space		
131111 HONEYWELL INTERNATIONAL INC	REPAIR SERVICE	31,966.43

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218 Senior Bus Fund

Senior Bus

131271 STATE OF CALIFORNIA	FINGERPRINTING	64.00
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219 Recreation Fund

Non Departmental

131048 AIELLO, CYNTHIA	DEPOSIT REFUND	300.00
131065 BELL, RUTH	DEPOSIT REFUND	300.00
131077 CONTRA COSTA COUNTY	DEPOSIT REFUND	300.00
131104 FRAZIER, JIM	DEPOSIT REFUND	270.00
131131 LOPEZ, ROSA M	DEPOSIT REFUND	800.00
131147 PASCUAL, MARITES	DEPOSIT REFUND	1,000.00
131158 REYNAS, ELIZA	DEPOSIT REFUND	300.00
131229 HUB INTERNATIONAL OF CA INSURANCE	LIABILITY INSURANCE	738.52
131292 ARRIAGA, MARTHA	DEPOSIT REFUND	800.00
131303 CARPIO, MARIA	DEPOSIT REFUND	500.00
131323 DECO TECH SYSTEMS	DEPOSIT REFUND	1,000.00
131327 DELTA STUDY CLUB	DEPOSIT REFUND	300.00
131344 GROVES, TIMOTHY	DEPOSIT REFUND	500.00
131348 HEAVENLY BOUNDS ANGELS	DEPOSIT REFUND	300.00
131373 MURELLA, BRIAN	DEPOSIT REFUND	1,000.00
131411 SILENT PARTNER PRIVATE SECURITY	SECURITY SERVICE	335.50

Recreation Admin

131063 BAY CITIES PYROTECTOR	FIRE SYSTEM CERTIFICATION	275.00
131111 HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE	5,706.44
131189 AT AND T MCI	PHONE	62.85
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,390.51
131359 LENHART ALARM AND SECURITY	ALARM MONITORING	150.00

Senior Programs

131054 AT AND T MCI	PHONE	94.99
131254 PACIFIC GAS AND ELECTRIC CO	GAS	927.02

Recreation Classes/Prog

131098 EDUCATION TO GO	CONTRACTOR PAYMENT	186.75
131107 GARRISON, JACQUELYN	CONTRACTOR PAYMENT	871.20
131118 JUMP BUNCH	CONTRACTOR PAYMENT	235.20
131123 KOVALICK, LUANNE	CONTRACTOR PAYMENT	474.66
131130 LIPPE, PATRICIA	CONTRACTOR PAYMENT	321.60
131136 MUSIC TOGETHER OF CONCORD	CONTRACTOR PAYMENT	667.80
131166 STARGAZERS/TRACI MARTIN	CONTRACTOR PAYMENT	983.00
131173 WE ARE ONE PRODUCTIONS	CONTRACTOR PAYMENT	1,209.00
131245 MUIR, ROXANNE	CONTRACTOR PAYMENT	180.42
131251 ORCHARD SUPPLY HARDWARE	SUPPLIES	18.33
131271 STATE OF CALIFORNIA	FINGERPRINTING	64.00
131318 COSTCO	SUPPLIES	183.61
131332 DISCOUNT SCHOOL SUPPLY	SUPPLIES	541.12
131340 GARRISON, JACQUELYN	CONTRACTOR PAYMENT	360.60
131374 MUSIC TOGETHER OF CONCORD	CONTRACTOR PAYMENT	306.00

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131414 STARGAZERS/TRACI MARTIN	CONTRACTOR PAYMENT	898.00
201291 POWERS, KIMBERLY	CLASS REFUND	30.00
201292 MCCLAIN, MARIA	CLASS REFUND	27.00
201293 PAZ, YOLANDA	CLASS REFUND	27.00
201294 MOSES, CLOANN	CLASS REFUND	27.00
Recreation Sports Programs		
131067 BIG SKY LOGOS AND EMBROIDERY	AWARDS	721.16
131074 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	910.00
131091 DELTA UNITED 99	PERMIT REFUND	270.00
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,716.43
Rec After School/AUSD		
131271 STATE OF CALIFORNIA	FINGERPRINTING	512.00
201295 WALMART	SUPPLIES	24.77
Recreation Special Needs		
201291 POWERS, KIMBERLY	CLASS REFUND	10.00
201292 MCCLAIN, MARIA	CLASS REFUND	10.00
Recreation Concessions		
131318 COSTCO	SUPPLIES	227.27
Recreation-New Comm Cntr		
131061 BAY BUILDING MAINTENANCE INC	CUSTODIAL SERVICES	995.00
131124 KRUSE PLUMBING CO	PLUMBING SERVICE	355.00
131132 MARLIES CLEANING SERVICE	CLEANING SERVICE	270.00
131137 NEOPOST	INK	109.32
131139 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	200.00
131240 MARLIES CLEANING SERVICE	CLEANING SERVICE	470.00
131271 STATE OF CALIFORNIA	FINGERPRINTING	64.00
131278 US BANK	COPIER LEASE	214.46
131318 COSTCO	SUPPLIES	69.24
131363 LOWES COMPANIES INC	SUPPLIES	123.35
131388 PACIFIC GAS AND ELECTRIC CO	GAS	6,652.56
131411 SILENT PARTNER PRIVATE SECURITY	SECURITY SERVICE	250.00
221 Asset Forfeiture Fund		
Asset Forfeiture		
131230 HUBB SYSTEMS LLC DATA 911	SOFTWARE UPGRADE	28,532.88
222 Measure C Fund		
Streets		
131206 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	2,211.18
226 Solid Waste Reduction Fund		
Solid Waste Used Oil		
201108 ASBURY ENVIRONMENTAL SERVICES	OIL FILTER RECYCLING	90.00
229 Pollution Elimination Fund		
Channel Maintenance Operation		
131092 DEPT OF FISH AND GAME	WEST ANTIOCH CREEK	388.50
131138 NEXTEL SPRINT	CELL PHONE	49.06
131215 DEPT OF FISH AND GAME	MAINTENANCE PERMIT FEE	1,121.25
131219 EAST BAY WELDING SUPPLY	WELDING SUPPLIES	69.90

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131261	ROBERTS AND BRUNE CO	SUPPLIES	3,486.94
131370	MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	171.04
131384	ORCHARD SUPPLY HARDWARE	SUPPLIES	23.79
131387	PACIFIC COAST SEED INC	SEED	298.60
131420	TARGET SPECIALTY PRODUCTS	HERBICIDE AND FERTILIZER	728.81
201322	DELTA SCRAP AND SALVAGE	ANGLE IRON	19.97
201326	FREDS WELDING	FLAT BAR STEEL	27.76
238 PEG Franchise Fee Fund			
Non Departmental			
131071	CHARLES M SAULTER ASSOCIATES INC	PROFESSIONAL SERVICES	3,632.87
131330	DIGITAL SERVICES	STREAMING UPGRADE	700.00
251 Lone Tree SLLMD Fund			
Lonetree Maintenance Zone 1			
131054	AT AND T MCI	PHONE	61.44
131140	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	192.00
131152	PRINTEX CONCRETE PRODUCTS INC	SOUND WALL REPAIR	1,675.00
131249	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	2,700.00
131254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	657.27
Lonetree Maintenance Zone 2			
131054	AT AND T MCI	PHONE	119.27
131143	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,600.00
131144	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,840.00
131249	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	2,400.00
131254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	603.26
Lonetree Maintenance Zone 3			
131054	AT AND T MCI	PHONE	45.47
131143	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,600.00
131144	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	7,522.00
131253	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,840.00
131254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,009.80
Lonetree Maintenance Zone 4			
131254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	276.99
252 Downtown SLLMD Fund			
Downtown Maintenance			
131140	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
131244	MT DIABLO LANDSCAPE CENTERS INC	CRUSHED ROCK	109.05
131254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	278.47
253 Almondridge SLLMD Fund			
Almondridge Maintenance			
131254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	178.61
254 Hillcrest SLLMD Fund			
Hillcrest Maintenance Zone 1			
131054	AT AND T MCI	PHONE	30.72
131140	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80
131254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	609.61
916431	JOHN DEERE LANDSCAPES ANTIOCH	IRRIGATION CONTROLLER PARTS	979.56

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Hillcrest Maintenance Zone 2

131054 AT AND T MCI	PHONE	121.82
131140 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	960.00
131144 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	8,570.00
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	626.74

Hillcrest Maintenance Zone 4

131054 AT AND T MCI	PHONE	89.69
131140 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	307.20
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	529.57

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

131054 AT AND T MCI	PHONE	16.17
131140 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80
131165 STANTON, RICHARD	MANAGEMENT SERVICES	488.50
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	89.59
131286 ACME SECURITY SYSTEMS	ALARM MONITORING	162.00
131296 AT AND T MCI	PHONE	15.68

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	65.07
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Citywide 2A Maintenance Zone 4

131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	280.65
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Citywide 2A Maintenance Zone 5

131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	369.72
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Citywide 2A Maintenance Zone 6

131140 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	176.38

Citywide 2A Maintenance Zone 8

131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	262.04
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Citywide 2A Maintenance Zone 9

131054 AT AND T MCI	PHONE	61.44
131140 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	307.20
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	405.99

Citywide 2A Maintenance Zone 10

131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	102.34
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257 SLLMD Administration Fund

SLLMD Administration

131105 FURBER SAW INC	BLOWER & TRIMMER	740.32
131138 NEXTEL SPRINT	CELL PHONE	119.16
131180 ACE HARDWARE, ANTIOCH	SUPPLIES	8.06
131204 COMMERCIAL MAINTENANCE CHEMICAL	GRAFFITI REMOVER	368.53
131251 ORCHARD SUPPLY HARDWARE	SUPPLIES	395.08
131283 WESTERN CHAPTER ISA	TRAINING SEMINAR	105.00
131384 ORCHARD SUPPLY HARDWARE	SUPPLIES	148.44
201321 STAPLES	SUPPLIES	98.31
201327 STAPLES	OFFICE SUPPLIES	94.68

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259 East Lone Tree SLLMD Fund		
Zone 1-District 10		
131254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 107.25
311 Capital Improvement Fund		
Measure WW		
131093	DILLON ELECTRIC INC	LIGHTING PROJECT 17,083.90
131120	KARSTE CONSULTING INC	CONSULTING SERVICES 720.00
Streets		
131364	MAXICRETE INC	SIDEWALK REPAIR PROJECT 55,950.39
131369	MORGANS HOME AND GARDEN	BRICKS 751.38
Public Buildings & Facilities		
131064	BEALS ALLIANCE	DESIGN SERVICE 24,994.13
131109	HARRISON ENGINEERING INC	ENGINEERING SERVICES 9,218.75
131120	KARSTE CONSULTING INC	CONSULTING SERVICES 3,240.00
916350	NICHOLS CONSULTING ENGINEERS CORP	CONSULTING SERVICES 6,395.65
312 Prewett Family Park Fund		
Parks & Open Space		
131250	OFFICE MAX INC	OFFICE SUPPLIES 92.44
319 Residential Dev Alloc Fund		
Non Departmental		
131096	ECONOMIC AND PLANNING SYSTEMS INC	CONSULTING SERVICES 720.00
376 Lone Diamond Fund		
Assessment District		
131398	PUBLIC STORAGE	STORAGE FEE 501.00
570 Equipment Maintenance Fund		
Non Departmental		
131231	HUNT AND SONS INC	FUEL 14,953.72
Equipment Maintenance		
131050	ANTIOCH AUTO PARTS	BRAKE PAD 226.69
131059	BAY AREA AIR QUALITY MANAGEMENT	ANNUAL RENEWAL 239.16
131128	LEHR AUTO ELECTRIC	STROBE LIGHT 368.41
131135	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES 62.62
131150	PETERSON	VEHICLE REPAIR 9,688.90
131180	ACE HARDWARE, ANTIOCH	SUPPLIES 6.97
131183	ANTIOCH AUTO PARTS	AUTO PARTS 1,323.21
131201	CHUCKS BRAKE AND WHEEL SERVICE	BATTERIES 1,332.47
131208	COP SHOP INSTALLATION INC	EQUIPMENT INSTALLATION 1,200.00
131218	EAST BAY TRUCK CENTER	FUEL PRESSURE SENSOR 51.93
131242	MICHAEL STEAD WALNUT CREEK	SWITCH 203.23
131254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 417.78
131257	PETERSON	SUPPLIES 492.79
131258	PHILS DIESEL CLINIC	CAM SENSOR REPAIR 364.76
131278	US BANK	COPIER LEASE 42.86
131288	ALL STAR AUTO ELECTRIC	ALTERNATOR 245.81
131290	ANTIOCH AUTO PARTS	SUPPLIES 192.46
131305	CHUCKS BRAKE AND WHEEL SERVICE	PUMP 908.40

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131312 CONTRA COSTA COUNTY	RADIO REPAIR	787.50
131315 CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHER SERVICE	686.70
131336 EAST BAY WELDING SUPPLY	OXYGEN	71.10
131359 LENHART ALARM AND SECURITY	ALARM MONITORING	75.00
131363 LOWES COMPANIES INC	SUPPLIES	21.52
131371 MUNICIPAL MAINT EQUIPMENT INC	HOSE & CLAMPS	114.03
131381 ONE 800 RADIATOR	RADIATOR	116.91
131395 PERS	PAYROLL DEDUCTIONS	248.92
131419 SUPERIOR AUTO PARTS	STARTER	193.12
131421 TRED SHED, THE	TIRES	3,329.15
131428 UNITED PARCEL SERVICE	SHIPPING	11.40
131436 WALNUT CREEK FORD	FUEL PUMP	1,498.00
201323 WESTERN TRUCK FAB	SUPPLIES	93.49
201332 WEST COAST TRUCK EQUIPMENT INC	END CAPS	65.61
916342 BAYSIDE SMOG	VEHICLE SMOG TESTS	459.20
916351 UNLIMITED GRAPHIC AND SIGN NETWORK	DECALS	129.90
916355 COAST OIL COMPANY	OIL	1,925.23

573 Information Services Fund

Information Services

131054 AT AND T MCI	PHONE	56.54
131138 NEXTEL SPRINT	CELL PHONE	49.06
131279 VERIZON WIRELESS	AIR CARD	45.01
131428 UNITED PARCEL SERVICE	SHIPPING	77.46

Network Support & PCs

131054 AT AND T MCI	PHONE	90.88
131097 ECS IMAGING INC	ANNUAL MAINTENANCE	1,450.00
131138 NEXTEL SPRINT	CELL PHONE	131.13
131155 QUEST MEDIA AND SUPPLIES	NETWORK SUPPORT	100.00
131190 AT AND T MCI	PHONE	357.32
131202 COMCAST	INTERNET SERVICE	70.68
131216 DIGITAL SERVICES	WEBSITE MAINTENANCE	1,657.50
131259 QUEST MEDIA AND SUPPLIES	NETWORK SUPPORT	350.00
916344 COMPUTERLAND	SOFTWARE	430.27

Telephone System

131053 AT AND T MCI	PHONE	17.67
131054 AT AND T MCI	PHONE	2,378.35
131169 UNITED PARCEL SERVICE	SHIPPING	70.63
131188 AT AND T MCI	PHONE	20.63
131189 AT AND T MCI	PHONE	156.27
131296 AT AND T MCI	PHONE	2,500.53
200649 AMERICAN MESSAGING	PAGER	11.16

Office Equipment Replacement

131259 QUEST MEDIA AND SUPPLIES	PROFESSIONAL SERVICES	1,200.00
131400 QUEST MEDIA AND SUPPLIES	PROFESSIONAL SERVICES	9,366.65
131423 TRISYS INC	TAPIT NOVA CALL ACCOUNTING	1,015.00
916390 COMPUTERLAND	SUPPLIES	326.37

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577 Post Retirement Medical-Police Fund

Non Departmental

131287 RETIREE	MEDICAL AFTER RETIREMENT	176.50
131302 RETIREE	MEDICAL AFTER RETIREMENT	460.99
131358 RETIREE	MEDICAL AFTER RETIREMENT	743.29
131365 RETIREE	MEDICAL AFTER RETIREMENT	30.45
131375 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
131404 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
131424 RETIREE	MEDICAL AFTER RETIREMENT	460.99
131438 RETIREE	MEDICAL AFTER RETIREMENT	743.29
916365 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
916371 RETIREE	MEDICAL AFTER RETIREMENT	941.02
916374 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
916383 RETIREE	MEDICAL AFTER RETIREMENT	916.18
916384 RETIREE	MEDICAL AFTER RETIREMENT	879.00
916388 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
916391 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
916400 RETIREE	MEDICAL AFTER RETIREMENT	756.33
916404 RETIREE	MEDICAL AFTER RETIREMENT	770.00
916405 RETIREE	MEDICAL AFTER RETIREMENT	176.50
916420 RETIREE	MEDICAL AFTER RETIREMENT	174.30
916424 RETIREE	MEDICAL AFTER RETIREMENT	176.50
916427 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
916428 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
916429 RETIREE	MEDICAL AFTER RETIREMENT	100.30
916437 RETIREE	MEDICAL AFTER RETIREMENT	174.30
916453 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
916455 RETIREE	MEDICAL AFTER RETIREMENT	460.99
916465 RETIREE	MEDICAL AFTER RETIREMENT	304.35
916468 RETIREE	MEDICAL AFTER RETIREMENT	745.49
916478 RETIREE	MEDICAL AFTER RETIREMENT	460.99
916497 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
916501 RETIREE	MEDICAL AFTER RETIREMENT	460.99
916511 RETIREE	MEDICAL AFTER RETIREMENT	147.94

578 Post Retirement Medical-Misc Fund

Non Departmental

131321 RETIREE	MEDICAL AFTER RETIREMENT	246.69
131322 RETIREE	MEDICAL AFTER RETIREMENT	246.69
131329 RETIREE	MEDICAL AFTER RETIREMENT	246.69
131334 RETIREE	MEDICAL AFTER RETIREMENT	115.12
131354 RETIREE	MEDICAL AFTER RETIREMENT	246.69
131367 RETIREE	MEDICAL AFTER RETIREMENT	246.69
131385 RETIREE	MEDICAL AFTER RETIREMENT	128.69
131399 RETIREE	MEDICAL AFTER RETIREMENT	128.69
131403 RETIREE	MEDICAL AFTER RETIREMENT	601.38
131407 RETIREE	MEDICAL AFTER RETIREMENT	128.69

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131409 RETIREE	MEDICAL AFTER RETIREMENT	246.69
131422 RETIREE	MEDICAL AFTER RETIREMENT	267.88
131435 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916366 RETIREE	MEDICAL AFTER RETIREMENT	325.66
916367 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916368 RETIREE	MEDICAL AFTER RETIREMENT	229.88
916373 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916377 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916379 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916381 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916386 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916389 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916392 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916395 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916399 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916402 RETIREE	MEDICAL AFTER RETIREMENT	174.30
916403 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916406 RETIREE	MEDICAL AFTER RETIREMENT	89.00
916408 RETIREE	MEDICAL AFTER RETIREMENT	174.30
916410 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916412 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916414 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916416 RETIREE	MEDICAL AFTER RETIREMENT	423.63
916417 RETIREE	MEDICAL AFTER RETIREMENT	236.69
916423 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916426 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916432 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916433 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916436 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916439 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916441 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916444 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916447 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916449 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916452 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916462 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916470 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916473 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916477 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916483 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916492 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916499 RETIREE	MEDICAL AFTER RETIREMENT	111.16
916500 RETIREE	MEDICAL AFTER RETIREMENT	174.30
916509 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916510 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916512 RETIREE	MEDICAL AFTER RETIREMENT	601.38

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916513 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916514 RETIREE	MEDICAL AFTER RETIREMENT	128.69
579 Post Retirement Medical-Mgmt Fund		
<i>Non Departmental</i>		
131308 RETIREE	MEDICAL AFTER RETIREMENT	905.90
131319 RETIREE	MEDICAL AFTER RETIREMENT	186.69
131339 RETIREE	MEDICAL AFTER RETIREMENT	128.69
131361 RETIREE	MEDICAL AFTER RETIREMENT	601.38
131368 RETIREE	MEDICAL AFTER RETIREMENT	766.38
131392 RETIREE	MEDICAL AFTER RETIREMENT	128.69
131401 RETIREE	MEDICAL AFTER RETIREMENT	759.32
131405 RETIREE	MEDICAL AFTER RETIREMENT	246.69
131440 RETIREE	MEDICAL AFTER RETIREMENT	174.30
916372 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916375 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916376 RETIREE	MEDICAL AFTER RETIREMENT	246.81
916378 RETIREE	MEDICAL AFTER RETIREMENT	386.69
916380 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916382 RETIREE	MEDICAL AFTER RETIREMENT	905.90
916385 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916387 RETIREE	MEDICAL AFTER RETIREMENT	174.30
916393 RETIREE	MEDICAL AFTER RETIREMENT	759.32
916394 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916396 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916397 RETIREE	MEDICAL AFTER RETIREMENT	481.38
916398 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916401 RETIREE	MEDICAL AFTER RETIREMENT	325.66
916407 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916409 RETIREE	MEDICAL AFTER RETIREMENT	905.90
916411 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916415 RETIREE	MEDICAL AFTER RETIREMENT	989.56
916418 RETIREE	MEDICAL AFTER RETIREMENT	480.75
916419 RETIREE	MEDICAL AFTER RETIREMENT	70.00
916421 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916422 RETIREE	MEDICAL AFTER RETIREMENT	456.60
916430 RETIREE	MEDICAL AFTER RETIREMENT	836.76
916434 RETIREE	MEDICAL AFTER RETIREMENT	731.38
916435 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916438 RETIREE	MEDICAL AFTER RETIREMENT	325.66
916440 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916442 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916443 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916445 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
916446 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916448 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916450 RETIREE	MEDICAL AFTER RETIREMENT	365.38

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916451 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916454 RETIREE	MEDICAL AFTER RETIREMENT	904.85
916456 RETIREE	MEDICAL AFTER RETIREMENT	174.30
916458 RETIREE	MEDICAL AFTER RETIREMENT	325.66
916459 RETIREE	MEDICAL AFTER RETIREMENT	186.69
916460 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916461 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916463 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916464 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916466 RETIREE	MEDICAL AFTER RETIREMENT	481.38
916467 RETIREE	MEDICAL AFTER RETIREMENT	1,029.98
916469 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916471 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916472 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916474 RETIREE	MEDICAL AFTER RETIREMENT	246.69
916475 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916476 RETIREE	MEDICAL AFTER RETIREMENT	386.69
916479 RETIREE	MEDICAL AFTER RETIREMENT	905.90
916480 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916481 RETIREE	MEDICAL AFTER RETIREMENT	731.38
916482 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916484 RETIREE	MEDICAL AFTER RETIREMENT	759.32
916485 RETIREE	MEDICAL AFTER RETIREMENT	759.32
916486 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916487 RETIREE	MEDICAL AFTER RETIREMENT	905.90
916488 RETIREE	MEDICAL AFTER RETIREMENT	874.30
916489 RETIREE	MEDICAL AFTER RETIREMENT	155.27
916491 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916495 RETIREE	MEDICAL AFTER RETIREMENT	601.38
916498 RETIREE	MEDICAL AFTER RETIREMENT	325.66
916502 RETIREE	MEDICAL AFTER RETIREMENT	1,679.90
916504 RETIREE	MEDICAL AFTER RETIREMENT	365.38
916505 RETIREE	MEDICAL AFTER RETIREMENT	759.32
916506 RETIREE	MEDICAL AFTER RETIREMENT	731.38
916507 RETIREE	MEDICAL AFTER RETIREMENT	128.69
916508 RETIREE	MEDICAL AFTER RETIREMENT	325.66

580 Loss Control Fund

Human Resources

131138 NEXTEL SPRINT	CELL PHONE	21.04
131233 IEDA INC	MEMBER DUES	3,884.46
131278 US BANK	COPIER LEASE	45.90

611 Water Fund

Non Departmental

131068 BISHOP CO	SUPPLIES	1,159.38
131100 FASTENAL CO	SUPPLIES	246.78
131159 ROBERTS AND BRUNE CO	SUPPLIES	1,754.08

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131164 STANLEY SECURITY SOLUTIONS INC	SUPPLIES	890.08
131195 BISHOP CO	SUPPLIES	1,691.17
131227 GLIEDEN, CYNDY	CHECK REPLACEMENT	59.25
131250 OFFICE MAX INC	OFFICE SUPPLIES	1,654.93
131261 ROBERTS AND BRUNE CO	SUPPLIES	1,117.01
131380 OMEGA INDUSTRIAL SUPPLY	SUPPLIES	406.01
Water Supervision		
131089 DELTA DIABLO SANITATION DISTRICT	SWCRB LOAN SHARE	252,020.83
131138 NEXTEL SPRINT	CELL PHONE	61.56
Water Production		
131049 ALLIED PACKING AND SUPPLY INC	SEAL & BEARING	214.69
131054 AT AND T MCI	PHONE	803.35
131112 HOT LINE CONSTRUCTION INC	FUSE REPLACEMENT	1,120.00
131119 KARL NEEDHAM ENTERPRISES INC	RENTAL EQUIPMENT	28,980.00
131138 NEXTEL SPRINT	CELL PHONE	63.12
131146 PAKPOUR CONSULTING GROUP INC	PUMP ANALYSIS	1,486.81
131157 REINHOLDT ENGINEERING CONSTR	MONITORING SERVICE	275.00
131180 ACE HARDWARE, ANTIOCH	PIPE FITTINGS	185.96
131183 ANTIOCH AUTO PARTS	SUPPLIES	27.03
131189 AT AND T MCI	PHONE	125.72
131196 BORGES AND MAHONEY	CHLORINATOR PARTS	101.85
131225 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	147.22
131237 LAW OFFICE OF MATTHEW EMRICK	WATER RIGHTS LEGAL FEES	3,328.50
131247 MWH LABORATORIES INC	TESTING & ANALYSIS	520.00
131250 OFFICE MAX INC	OFFICE SUPPLIES	126.24
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	155,417.45
131265 SIEMENS INDUSTRY INC	SYSTEM SERVICE	366.00
131266 SOMACH SIMMONS AND DUNN	LEGAL FEES	21.35
131278 US BANK	COPIER LEASE	56.10
131282 WESCO RECEIVABLES CORP	FUSES	1,233.60
131296 AT AND T MCI	PHONE	66.22
131301 BORGES AND MAHONEY	CHLORINATORS	23,247.44
131317 CONTRA COSTA WATER DISTRICT	RAW WATER	589,869.25
131359 LENHART ALARM AND SECURITY	ALARM MONITORING	150.00
131363 LOWES COMPANIES INC	SUPPLIES	540.17
201186 RICKS ON SECOND	MEETING EXPENSE	58.00
201187 AMERICAN WATER WORKS ASSOCIATION	CONTACT FEE	20.00
201188 ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	34.14
201189 COSTCO	STAMPS	87.50
201190 DEPT OF PUBLIC HEALTH	RENEWAL-BENNETT	60.00
916353 AIRGAS SPECIALTY PRODUCTS	AMMONIA	2,184.50
916358 GENERAL CHEMICAL CORP	ALUM	18,985.34
916361 LEES BUILDING MAINTENANCE	JANITORIAL SERVICE	658.60
916363 NTU TECHNOLOGIES INC	POLYMER	1,044.00
916364 SIERRA CHEMICAL CO	CHLORINE	4,055.37
916413 GRAINGER INC	HOSE	796.30

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916493 TELFER OIL COMPANY	OIL	24.36
916503 VINCENT ELECTRIC MOTOR CO	PUMP	6,658.39
Water Distribution		
131054 AT AND T MCI	PHONE	15.36
131100 FASTENAL CO	SUPPLIES	32.20
131120 KARSTE CONSULTING INC	CONSULTANT SERVICES	1,560.00
131138 NEXTEL SPRINT	CELL PHONE	237.14
131159 ROBERTS AND BRUNE CO	PIPE & FITTINGS	6,537.65
131169 UNITED PARCEL SERVICE	SHIPPING	123.42
131180 ACE HARDWARE, ANTIOCH	SUPPLIES	295.32
131183 ANTIOCH AUTO PARTS	SUPPLIES	21.54
131184 ANTIOCH BUILDING MATERIALS	ASPHALT	300.68
131213 DELTA DIABLO SANITATION DISTRICT	RECYCLED WATER FEES	223.24
131250 OFFICE MAX INC	OFFICE SUPPLIES	17.85
131251 ORCHARD SUPPLY HARDWARE	SUPPLIES	322.15
131261 ROBERTS AND BRUNE CO	PIPE & FITTINGS	8,913.01
131278 US BANK	COPIER LEASE	109.06
131300 BIG B LUMBER	SUPPLIES	128.60
131320 COUNTY ASPHALT	ASPHALT	581.07
131336 EAST BAY WELDING SUPPLY	WELDING SUPPLIES	101.08
131363 LOWES COMPANIES INC	SUPPLIES	139.90
131430 UNIVERSAL BUILDING SERVICES INC	STREET SWEEPING SERVICE	496.00
916496 TRENCH PLATE RENTAL CO INC	EQUIPMENT RENTAL	374.20
Water Meter Reading		
131138 NEXTEL SPRINT	CELL PHONE	10.50
Public Buildings & Facilities		
131108 HANSON BRIDGETT LLP	WTP LEGAL COUNSEL	13,428.30
131390 PAKPOUR CONSULTING GROUP INC	PROFESSIONAL SERVICES	1,004.06
131416 STATE WATER RESOURCES BOARD	STORM WATER PERMIT FEES	543.00
Warehouse & Central Stores		
131138 NEXTEL SPRINT	CELL PHONE	49.06
131169 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.00
131250 OFFICE MAX INC	OFFICE SUPPLIES	32.21
131278 US BANK	COPIER LEASE	144.31
131285 ACE HARDWARE, ANTIOCH	SUPPLIES	5.82
131359 LENHART ALARM AND SECURITY	ALARM MONITORING	112.50
131428 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	5.77
612 Water Line Expansion Fund		
Water Systems		
131086 D R LEMINGS CONSTRUCTION	WATER MAIN REPLACEMENT	121,510.80
621 Sewer Fund		
Sewer-Wastewater Supervision		
131138 NEXTEL SPRINT	CELL PHONE	21.04
131278 US BANK	COPIER LEASE	109.06
Sewer-Wastewater Collection		
131054 AT AND T MCI	PHONE	31.13

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131138 NEXTEL SPRINT	CELL PHONE	179.43
131180 ACE HARDWARE, ANTIOCH	SUPPLIES	90.10
131184 ANTIOCH BUILDING MATERIALS	ASPHALT	1,987.05
131211 COUNTY ASPHALT	ASPHALT	1,640.57
131250 OFFICE MAX INC	OFFICE SUPPLIES	26.05
131261 ROBERTS AND BRUNE CO	SUPPLIES	1,078.34
131320 COUNTY ASPHALT	ASPHALT	581.08
131338 FASTLANE TEK INC	CONSULTING SERVICES	7,365.00
131359 LENHART ALARM AND SECURITY	ALARM MONITORING	337.50
131380 OMEGA INDUSTRIAL SUPPLY	SUPPLIES	458.00
201324 COSTCO	FILM PROCESSING	4.37
Wastewater Collection		
131234 JW EBERT CORP	SEWER PROJECT	101,315.17
131406 RMC WATER AND ENVIRONMENT	ENGINEERING SERVICE	9,839.10
622 Sewer Facilities Expansion Fund		
Wastewater Collection		
131343 GOLDFARB AND LIPMAN LLP	LEGAL COUNSEL	470.88
631 Marina Fund		
Non Departmental		
131297 BARNES, TIM	BERTH DEPOSIT REFUND	73.60
131337 EMERZIAN, AMOS	BERTH DEPOSIT REFUND	108.99
131345 GRUNER, GREG	BERTH DEPOSIT REFUND	123.43
131351 HUMPHREY, SCOTT	BERTH DEPOSIT REFUND	377.00
131355 KALIE, RANDY	BERTH DEPOSIT REFUND	57.84
131366 MCNIGHT, DON	BERTH DEPOSIT REFUND	103.50
131378 OCONNOR, RICHARD	BERTH DEPOSIT REFUND	232.00
131410 SHEPARD, JACK	BERTH DEPOSIT REFUND	80.50
131425 TWIGG, JONATHAN	BERTH DEPOSIT REFUND	238.94
131432 VANREMORTEL, DAVID	BERTH DEPOSIT REFUND	137.87
Marina Administration		
131054 AT AND T MCI	PHONE	63.30
131250 OFFICE MAX INC	OFFICE SUPPLIES	27.90
131254 PACIFIC GAS AND ELECTRIC CO	GAS	2,545.60
131278 US BANK	COPIER LEASE	43.57
131298 BAY AREA NEWS GROUP	LEGAL AD	507.64
131359 LENHART ALARM AND SECURITY	ALARM MONITORING	75.00
131437 WAUBAUSHENE MACHINE & WELDING	PUMP PARTS	250.04
201328 ULINE	ENVELOPES	58.88
916341 ARATA PRINTING	RECEIPT BOOKS	487.13
Marina Maintenance		
131300 BIG B LUMBER	PLYWOOD	368.91
131349 HENDERSON MARINE SUPPLY	DOCK WHEELS	276.56
131363 LOWES COMPANIES INC	SUPPLIES	33.17
916361 LEES BUILDING MAINTENANCE	JANITORIAL SERVICE	1,355.14
Major Projects		
131062 BAY CITIES PAVING AND GRADING	MARINA LAUNCH PROJECT	281,649.83

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131114 HULTGREN TILLIS ENGINEERS	PROFESSIONAL SERVICES	7,587.50
916494 TESTING ENGINEERS INC	SOIL AND MATERIAL TESTING	3,596.00

641 Prewett Water Park Fund

Non Departmental

131052 ASPERA, LIAN	DEPOSIT REFUND	300.00
131151 PRICE, MARZEL	DEPOSIT REFUND	300.00
131223 FALETTI, PAUL	CHECK REPLACEMENT	75.00
131229 HUB INTERNATIONAL OF CA INSURANCE	LIABILITY INSURANCE	586.69
131277 URHOBO PROGRESSIVE UNION	DEPOSIT REFUND	300.00
131346 HARPMAN, STEPHANIE	DEPOSIT REFUND	270.00

Rec - Prewett Admin

131054 AT AND T MCI	PHONE	44.66
131063 BAY CITIES PYROTECTOR	FIRE SYSTEM CERTIFICATION	450.00
131129 LESLIES POOL SUPPLIES	POOL SUPPLIES	332.77
131143 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	883.08
131203 COMCAST	MONTHLY DMX SERVICE	53.31
131236 KNORR SYSTEMS INC	CARBON DIOXIDE	1,107.65
131250 OFFICE MAX INC	OFFICE SUPPLIES	21.04
131254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	31,251.19
131276 UNIVAR USA INC	CHEMICALS	781.19
131278 US BANK	COPIER LEASE	321.82
131311 COMCAST	MONTHLY DMX SERVICE	53.31
131356 KNORR SYSTEMS INC	CARBON DIOXIDE	405.54
131359 LENHART ALARM AND SECURITY	ALARM MONITORING	450.00
131360 LESLIES POOL SUPPLIES	POOL SUPPLIES	101.05
131417 STERLINO, ANTHONY J	EXPENSE REIMBURSEMENT	21.82

Rec Prewett Concessions

131054 AT AND T MCI	PHONE	44.53
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721 Employee Benefits Fund

Non Departmental

131078 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
131079 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	200.00
131142 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	579.61
131148 PERS 457 PROGRAM	PAYROLL DEDUCTIONS	6,172.50
131149 PERS LONG TERM CARE	PAYROLL DEDUCTIONS	92.66
131154 PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL DEDUCTIONS	286,524.12
131167 STATE OF FLORIDA DISBURSEMENT UNIT	PAYROLL DEDUCTIONS	150.00
131168 UNION BANK OF CALIF	PAYROLL DEDUCTIONS	2,747.90
131170 US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	257.53
131171 VANTAGEPOINT TRANSFER AGENTS 301362	PAYROLL DEDUCTIONS	1,687.48
131177 EMPLOYEE	FED TAX CORRECTION REFUND	1,285.78
131178 EMPLOYEE	FED TAX CORRECTION REFUND	914.35
131235 RECIPIENT	DEFERRED COMP REFUND	160.00
131309 CLAYTON FITNESS CENTER	PAYROLL DEDUCTIONS	34.00
131313 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
131314 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 8, 2011 - JANUARY 4, 2012
 FUND/CHECK#

131326 DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	74.00
131328 DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
131352 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	1,183.00
131362 LINA	PAYROLL DEDUCTIONS	4,556.94
131372 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,273.65
131382 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,132.00
131383 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	579.61
131393 PERS LONG TERM CARE	PAYROLL DEDUCTIONS	92.66
131395 PWES	PAYROLL DEDUCTIONS	257,947.53
131396 PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	303.92
131412 SOLAR SWIM AND GYM	PAYROLL DEDUCTIONS	27.00
131413 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	761.30
131415 STATE OF FLORIDA DISBURSEMENT UNIT	PAYROLL DEDUCTIONS	150.00
131426 UNION BANK OF CALIF	PAYROLL DEDUCTIONS	3,995.98
131431 US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	239.34
131433 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	1,687.48
131439 XTREME FITNESS	PAYROLL DEDUCTIONS	169.50
916349 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	24,786.26
916369 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	600.00
916370 APOA	PAYROLL DEDUCTIONS	11,997.17
916457 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	46,147.06
752 Storm Drain Deposits Fund		
Non Departmental		
131076 CONTRA COSTA COUNTY	FEES COLLECTED	380.00
760 ECWMA Fund		
Non Departmental		
131088 DELTA DIABLO SANITATION DISTRICT	MEETING EXPENSE	968.38

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF JANUARY 10, 2012**

FROM: Lynn Tracy Nerland, City Attorney

DATE: January 4, 2012

SUBJECT: Rejection of Claims

RECOMMENDATION:

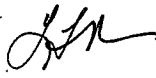
Reject the listed claims:

1. Yvonne Meyer 11/12-2000 (personal injury)
2. Hooshmand Hessari 11/12-2038 (return of property)
3. Tameka Turner 11/12-2035 (property damage)

LTN/spd

cc: Anthony Allenza

**STAFF REPORT TO THE ANTIOCH CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF JANUARY 10, 2012**

Prepared by: Lynn Tracy Nerland, City Attorney 
Date: January 3, 2012
Subject: **Eliminate Earthquake Insurance for City Hall and the Police Facility**

RECOMMENDATION

Approve the resolution finding that earthquake insurance is not available on the open market from a reputable insurance company at a reasonable cost and direct staff to continue not obtaining an earthquake insurance policy for City Hall and the Police Facility for fiscal year 2012-13.

BACKGROUND

Historically, the only City facilities that were insured for earthquake risks were the Police Facility (including the Animal Shelter) and City Hall, because they were built or upgraded with funds from bonds issued by the City of Antioch Public Financing Authority. The Official Statement of the Bond Issue provides that there will be earthquake insurance for these facilities "if available on the open market from a reputable insurance company at a reasonable cost, as determined by the City."

Total value of the two insured facilities is over \$31 million. Through its joint risk pool, the City used to pay around \$.14 per \$100 of value for earthquake coverage. Starting in 2009 when the City was advised by its joint risk pool (Municipal Pooling Authority of Northern California) that the cost of our coverage was once again increasing significantly, the City Council determined that the insurance was not available on the open market from a reputable insurance company at a reasonable cost. (See minutes of Council Meetings on March 17, 2009, December 8, 2009 and January 11, 2011)

The rate now is approximately \$.40 per \$100 of value with a 10%/\$100,000 deductible. The City's joint risk pool has again advised that earthquake insurance costs are unlikely to go down, particularly given the low stock market returns for insurance carriers.

In addition, staff believes that the provision regarding earthquake insurance in the Bond Statement may have been in part a consequence of the City being shown on the Alquist-Priolo Earthquake Fault Zones. The 1976 Official Maps of the Special Studies Zones for surface traces of active faults showed such faults in both north and south Antioch. However, pursuant to action

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1-10-12

in 1993, and based on further developed criteria, those zones were withdrawn from the active fault list.

Therefore, given the exorbitant cost of earthquake insurance and the fact that the City is in a lower risk area, staff recommends that the City Council find that the cost of earthquake insurance, under the current market conditions, is not available at a reasonable cost and direct staff to continue not to obtain the coverage for City Hall and the Police Facility.

FISCAL IMPACT

The fiscal impact of this action is that the City would save approximately \$124,000 in the annual premium this year. However, if either facility is damaged in an earthquake, there would not be insurance proceeds to repair or replace the facility.

OPTIONS

The City Council could direct staff to obtain the earthquake insurance coverage for City Hall and the Police Station.

ATTACHMENTS

Attachment A: Resolution

RESOLUTION NO. 2012/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
FINDING THAT EARTHQUAKE INSURANCE FOR CITY HALL AND THE POLICE
FACILITY IS NO LONGER AVAILABLE ON THE OPEN MARKET FROM A REPUTABLE
INSURANCE COMPANY AT A REASONABLE COST AND DIRECTING STAFF NOT TO
OBTAIN SUCH COVERAGE FOR FISCAL YEAR 2012-13**

WHEREAS, The Police Facility (including the Animal Shelter) and City Hall were either built or upgraded with bonds funds issued by the City of Antioch Public Financing Authority, which provide that there will be earthquake insurance for these facilities "if available on the open market from a reputable insurance company at a reasonable cost, as determined by the City;" and

WHEREAS, after the City was advised by its joint risk pool (MPA) that the cost of earthquake coverage was once again increasing significantly, the City Council determined by motion at meetings on March 17, 2009 and December 8, 2009 and by resolution on January 11, 2011 that the insurance was not available on the open market from a reputable insurance company at a reasonable cost and that coverage should be terminated and not obtained for those fiscal years; and

WHEREAS, the Risk Manager/Chief Administrative Officer of MPA has indicated that the cost of earthquake insurance will not decrease significantly and will be approximately \$.040 per \$100 of value with a 10%/\$100,000 deductible compared to \$.14 per \$100 value charged in the first part of the 2000 decade; and

WHEREAS, the City is no longer within the official Alquist-Priolo active earthquake fault zones; and

WHEREAS, given the exorbitant cost of earthquake insurance and the fact that the City is in a lower risk area, staff recommends that the City Council find that the cost of earthquake insurance for City Hall and the Police Facility, under the current market conditions, is not available at a reasonable cost;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby finds that earthquake insurance for the Police Facility and City Hall is not available on the open market from a reputable insurance company at a reasonable cost and directs staff not to obtain such coverage in fiscal year 2012-13.

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 10th day of January 2012 by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK OF THE CITY OF ANTIOCH

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JANUARY 10, 2012**

Prepared by: Lynn Tracy Nerland, City Attorney *LTN*
Ron Bernal, Director of Public Works/City Engineer *REB*

Date: January 4, 2012

Subject: **Transfer of State Route 4 Bypass:
Revised Cooperative Agreement**

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving and authorizing the City Manager to sign in substantially the same form the revised Cooperative Agreement with Caltrans, State Route 4 Bypass Authority, Contra Costa County, Antioch, Brentwood and Oakley for the transfer of State Route 4 Bypass.

BACKGROUND INFORMATION

At its meeting on September 13, 2011, the City Council approved an August 8, 2011 version of the Cooperative Agreement for the Transfer of the State Route 4 Bypass ("SR4 Bypass") to Caltrans ("Cooperative Agreement"). The parties to the Cooperative Agreement are Caltrans, the SR4 Bypass Authority ("Authority"), Contra Costa County and the Cities of Antioch, Brentwood and Oakley. Since then, Authority staff has continued to negotiate generally more favorable terms to the Cooperative Agreement with Caltrans as described in more detail below.

As to revisions that Caltrans was not willing to accept, the local agencies tried to address some of these among themselves in the Eighth Amendment to the Joint Exercise of Powers Agreement ("JEPA") that created the Authority. The Eighth Amendment was approved by the City Council at its meeting on September 13, 2011 and has now been approved by all members of the Authority. In particular, the Eighth Amendment to the JEPA provides that the Authority exists until the later of January 1, 2030 or when all of its obligations are undertaken, including those pursuant to the Cooperative Agreement with Caltrans. The Eighth Amendment provides that if a member agency withdraws from the Authority, it will remain responsible for funding all projects and contracts approved before withdrawal.

However, because the revisions to the Cooperative Agreement are arguably substantially different enough from those previously approved by the City Council, the matter has been brought back to the Council for its approval. The Authority is considering the revised Cooperative Agreement late Thursday, January 5, 2011. If there are further revisions, those will be addressed orally at the City Council meeting.

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1-10-12

Background regarding SR 4 Bypass

In 1989, Contra Costa County and the cities of Antioch and Brentwood entered into the JEPAs forming the Authority with Oakley added upon its incorporation. Since then the Authority has been working with Caltrans to construct the SR4 Bypass.

The SR4 Bypass is constructed in three (3) segments, beginning east of the Hillcrest Avenue/SR4 Interchange in Antioch and the Main Street/SR4 Interchange in Oakley and continuing south to Marsh Creek Road (approximately 8.5 miles) in Brentwood in eastern Contra Costa County. The SR4 Bypass continues on Marsh Creek Road (upgraded roadway) to its intersection with existing SR4 (Byron Highway) and is approximately 12.4 miles in total length. Segment 1 of the project, between the State Route 4/160 interchange and Lone Tree Way in Antioch, consists of a 6-lane freeway between existing SR4 and the Laurel Road Interchange and a 4-lane freeway from there to the Lone Tree Way interchange.

Once all of the parties approve the latest version of the Cooperative Agreement, the California Transportation Commission will hold a meeting to adopt the constructed SR4 Bypass into the State Highway System and relinquish portions of the existing SR4.

Background Regarding Revisions to the Cooperative Agreement

There have been numerous versions of the Cooperative Agreement since the City Council's approval of the August 8, 2011 version. Revisions to the Cooperative Agreement included clarifying when the transfer of the newly constructed SR4 Bypass and relinquishment of the existing SR4 would occur; clarifying the indemnity obligations of all of the parties; and addressing responsibility for any hazardous materials on the SR4 Bypass properties and relinquished SR4 properties.

A remaining issue of contention is that Caltrans wants to ensure that the local agencies (Antioch, Brentwood, Oakley and Contra Costa County) remain jointly and severally (i.e. individually) responsible for any mitigation measures or other conditions of the Bypass project should the Authority fail to exist or not have the resources to undertake its obligations (Section IV.7). As a regional project, it was understood that the obligations would remain with the cities and County should the Authority terminate, which is the reason for the previously-approved revisions to the JEPAs to extend the term of the Authority and keep the members responsible for these obligations even if a member chooses to withdraw from the Authority. Also requiring the local agencies to be individually responsible for the SR4 Bypass obligations is an arguably onerous, and apparently non-negotiable, demand from Caltrans.

A more specific example is Caltrans' requirement in the Cooperative Agreement that if the Authority no longer exists, then the local agencies collectively take joint ownership to property in Brentwood at the intersection of the SR4 Bypass and Balfour

Road. The plan for the property is for relocation of the Kinder Morgan Booster Station if environmental and other matters are addressed. If the property is not conveyed for that purpose, then the local agencies are jointly required to take ownership if the Authority no longer exists. (Section IV.16). Practically, it may be awkward for four local agencies to own a parcel in Brentwood, which is why the previous version of the Cooperative Agreement had Brentwood taking ownership of the property. The previously approved JEPA Amendment also tries to address this issue by not allowing the Authority to terminate until all properties in its name are transferred. Although staff does not believe that the revised provision in the Cooperative Agreement is ideal, it does not appear to be something that can be negotiated with Caltrans now and is subject to a number of unknown outcomes. For example, if the parcel is not used for the Booster Station and can be developed productively, then it may be appropriate for all of the local agencies to share in the financial rewards of such development, but all of this is speculative at the moment.

Ultimately, given the protections in the JEPA and the overarching goal to transfer the newly constructed SR4 Bypass (and maintenance and liability responsibility) to Caltrans as soon as possible, staff recommends that the revised Cooperative Agreement be approved despite the language regarding joint and several liability of the local agencies for mitigation measures and conditions for the SR4 Bypass.

FINANCIAL IMPACT

Antioch will not receive any compensation from the Cooperative Agreement because the State is not relinquishing any of its existing facilities to Antioch. Approximately \$4 million has been allocated to the County, Oakley and Brentwood for the relinquished portions of SR4 in their jurisdictions. The City will be responsible to maintain its facilities (including storm drains, sewers and waterlines) lying within the Bypass limits. Maintenance funding will come from Gas Tax and Measure "J" transportation sales tax.

In addition, facilitating the transfer of the Bypass to the State will resolve some of the pending issues regarding liability for the Bypass.

OPTIONS

The City could decide not to enter into the revised Cooperative Agreement; however, this action could impede transfer of the SR4 Bypass to the State.

ATTACHMENTS

A: Resolution with revised Cooperative Agreement

RESOLUTION NO. 2012/

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE REVISED COOPERATIVE AGREEMENT FOR THE TRANSFER OF STATE ROUTE 4 BYPASS

WHEREAS, the State Route 4 ("SR4") Bypass has been constructed as an expressway/freeway to replace the existing SR4 with increased capacity and to relocate traffic from city thoroughfares; and

WHEREAS, on September 13, 2011, the City Council approved a Cooperative Agreement with Caltrans, the State Route 4 Bypass Authority, Contra Costa County and the Cities of Antioch, Brentwood and Oakley for the transfer of the State Route 4 Bypass;

WHEREAS, revisions to the Cooperative Agreement have been made and staff recommends that the City Council approve the attached revised Cooperative Agreement with all other provisions of Resolution No. 2011/61 remaining in effect;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby approve and authorize the City Manager to execute the attached revised Cooperative Agreement in substantially the same form as attached among Caltrans, the State Route 4 Bypass Authority, Contra Costa County and the Cities of Antioch, Brentwood and Oakley for the transfer of the SR4 Bypass to the State and the relinquishment of the existing SR4 to the respective local agencies.

* * * * *

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 10^h day of January 2012, by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK

04-CC-4 PM 31.1/44.0 Relinquish
04-CC-4 PM T30.1/T43.7 Adopt
Route 4 Transfer of Highway Location
04275-4A690
District Agreement No. 4-2152

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2012, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," the

STATE ROUTE 4 BYPASS AUTHORITY, a California joint powers agency formed and existing under California law, referred to herein as "AUTHORITY"; the

COUNTY OF CONTRA COSTA, a political subdivision of the State of California, referred to herein as "CC"; the

CITY OF ANTIOCH, a body politic and a municipal corporation of the State of California, referred to herein as "CA"; the

CITY OF BRENTWOOD, a body politic and a municipal corporation of the State of California, referred to herein as "CB"; the

CITY OF OAKLEY, a body politic and a municipal corporation of the State of California, referred to herein as "CO."

RECITALS

1. STATE, AUTHORITY, CC, CA, CB and CO, pursuant to Streets and Highways Code section 114 are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the respective jurisdictions of the CC, CA, CB and CO.
2. STATE, CC, CB, and CO, pursuant to Streets and Highways Code sections 73 and 130, are authorized to enter into a Cooperative Agreement in order to relinquish a portion of State Route 4 (SR4) within the respective jurisdictions of the CC, CB and CO.
3. CC, CA, CB, and CO are collectively referred to herein as "LOCAL AGENCIES."
4. LOCAL AGENCIES have jointly formed and authorized AUTHORITY to design and construct a new route for highway purposes and to facilitate a potential future transit facility in the median from east of SR4/Hillcrest Avenue Interchange to the SR4/Marsh Creek Road intersection, referred to herein as "BYPASS," as shown in Attachment 4, attached to and made an express part of this Agreement.

5. STATE, LOCAL AGENCIES and AUTHORITY entered into Cooperative Agreements 4-1884-C dated June 24, 2004 and 4-1885-C dated May 24, 2005 defining the terms and conditions, under which the BYPASS is to be developed, designed, constructed, financed, and maintained.
6. STATE, LOCAL AGENCIES and AUTHORITY desire to relocate SR4 from its current corridor to the BYPASS. In order to accomplish this, STATE, LOCAL AGENCIES and AUTHORITY desire that the BYPASS is adopted as the new SR4 and simultaneously STATE relinquish the current SR4 to CO, CB, and CC respectively. The adoption and relinquishment are together referred to herein as "TRANSFER."
7. TRANSFER is subject to action by the California Transportation Commission (CTC) and will occur only when the CTC approves the Resolution of Transfer of Highway Location and adopts the Resolution of Relinquishment to be recorded in the County Recorder's Office pursuant to Streets and Highways Code sections 73 and 81 and the terms of this Agreement.
8. STATE desires to relinquish individually to CO, CB, and CC those portions of existing SR4 located within their respective jurisdictions from the existing SR160/Main Street Interchange to Marsh Creek Road depicted in Attachment 4, referred to herein as "RELINQUISHMENT."
9. CO, CB, and CC will accept and assume full maintenance, ownership, responsibility, control and liability in perpetuity over the portion of RELINQUISHMENT located within their respective jurisdictions at no cost to STATE.
10. The parties hereto intend to define herein the terms and conditions under which TRANSFER is to be accomplished.

SECTION I

AUTHORITY AGREES:

1. To prepare the Route Transfer Report and the exhibits for the appropriate freeway agreements and maintenance agreements to be finalized by STATE for execution by the affected LOCAL AGENCIES. To perform all project development for the TRANSFER as outlined in Scope of Work (Attachment 1) and Right of Way Activities (Attachment 2) both of which documents are attached to and made an express part of this Agreement, including preparation and submittal of an encroachment policy variance request to STATE for TRANSFER, all at no cost to STATE and in accordance with procedures acceptable to STATE and in compliance with all applicable State laws, regulations, policies and procedures. Subject to STATE independent quality assurance (IQA), AUTHORITY shall assure that the BYPASS is fully acceptable for incorporation into the State Highway System (SHS) should that TRANSFER be accepted by the CTC in the Resolutions of Transfer of Highway Location and Resolution of Relinquishment.
2. To maintain and keep BYPASS in a state of good repair until the CTC has approved the Resolution of Transfer of Highway Location.
3. AUTHORITY is the CEQA lead agency responsible for the environmental clearance for the Balfour Road Interchange, including the Kinder Morgan Pump Station relocation site. AUTHORITY agrees not to sell the Kinder Morgan Pump Station relocation site and to facilitate the transfer of the site to Kinder Morgan as part of the future relocation as shown on Attachment 6 and made a part of this Agreement.

4. To prepare all necessary mapping exhibits for RELINQUISHMENT and records of survey, and right of way record maps for BYPASS in accordance with the following: a) Chapter 6 of the State of California Right of Way Manual- Right of Way Engineering; b) the State of California Drafting and Plans Manual; c) Chapter 10 of the State of California Surveys Manual; d) applicable State laws, policies, and other pertinent reference materials and examples as provided by STATE.
5. To have all necessary right of way maps and documents that will be used to transfer title of BYPASS from AUTHORITY to STATE and RELINQUISHMENT from STATE to CO, CB and CC prepared by or under the direction of a person licensed to practice land surveying in the State of California. Each map and document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in "Responsible Charge of Work."
6. To submit to STATE for review and acceptance all right of way record maps for BYPASS, with available appurtenant back-up and reference data, as shown on Attachments 2 and 3 attached to and made an express part of this Agreement, prior to execution of the CTC's Resolution of Transfer of Highway Location.
7. To deliver to STATE, fee title to the right of way for BYPASS, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except for those covenants, conditions, restrictions and reservations of record, encroachments, easements, crossings, and access rights acceptable to STATE. Attachment 8, attached to and incorporated into this Agreement, depicts the parcels of property to be delivered in fee pursuant to this Article. AUTHORITY's delivery of fee title to STATE will not include the local roadways identified and addressed in this article and in Section II, Article 1 herein. Said fee title shall be delivered within sixty (60) working days after CTC's approval of the Resolution of Transfer of Highway Location and recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office. Acceptance of said title by STATE for parcels acquired by AUTHORITY is subject to STATE's review and acceptance of Policy(ies) of Title Insurance which shall name the State of California as the insured and which shall be provided and paid for by AUTHORITY. Said Policy(ies) of Title Insurance will not encompass local roadways that are transferred to STATE under Streets and Highways Code section 83. The portion of local roadways (Lone Tree Way, Old Sand Creek Road, Sand Creek Road, San Jose Avenue, Balfour Road, Concord Avenue and Marsh Creek Road) within BYPASS will become part of State Highways right of way by operation of Streets and Highways Code section 83, confirmed by a quitclaim deed from AUTHORITY, CA, CB, and CC for the portion of the local roadways within their respective jurisdictions.
8. To certify that right of way parcels to be transferred to STATE were acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), and Titles 23 & 49 of the Code of Federal Regulations (CFR). In the event STATE determines that its review of parcel files reveals material noncompliance by AUTHORITY in the acquisition process with respect to relocation assistance, AUTHORITY agrees to remedy said deficiencies to STATE's satisfaction prior to transferring those properties to STATE.
9. To assist STATE in negotiation of satisfactory freeway agreements and maintenance agreements for BYPASS corridor with LOCAL AGENCIES.
10. To transfer to STATE all records and files for BYPASS no later than CTC's approval of the Resolution of Transfer of Highway Location, including, but not limited to, utility permit files, encroachment permits, plans (including all BYPASS as-builts), record drawings, construction files, survey data and documents, right of way information (including

complete acquisition and appraisal files for each parcel acquired for the substitute facility), contract records, and electronic files as then currently available.

11. All outstanding BYPASS mitigation obligations, including the construction of the Mokelumne overcrossing for the grade-separated Class I Bikepath, existing at the time of CTC's approval of the Resolution of Transfer of Highway Location will remain the responsibility of the AUTHORITY and will be completed by AUTHORITY at its cost to the satisfaction of those involved permitting agencies, and those mitigation obligations are not transferable to STATE.
12. To provide and install, at AUTHORITY's cost, all signs required by STATE to operate BYPASS as SR4.
13. With the exception of CA, within sixty (60) days of the recordation of Resolution of Relinquishment, to remove STATE owned and identified SR160 and SR4 route shields and directional signage no longer relevant to RELINQUISHMENT.
14. AUTHORITY will allocate and pay to CO, CB, and CC a total of \$4,011,000 as itemized and shown in Attachment 5, attached to and made an express part of this Agreement, as a cost to relinquish RELINQUISHMENT. The payments to CO, CB, and CC shall be made prorate by AUTHORITY according to a time schedule determined by AUTHORITY's Board.

SECTION II

LOCAL AGENCIES AGREE:

1. To cooperate with STATE in its assumption of jurisdiction over the portions of local roadways (Lone Tree Way, Sand Creek Road, San Jose Avenue, Balfour Road, Concord Avenue and Marsh Creek Road) more fully listed out in Attachment 8 within BYPASS which shall become part of the State Highways right of way by operation of Streets and Highways Code section 83, and to confirm this action by executing a quitclaim deed to STATE, for the portions of the local roadways within their respective jurisdictions.
2. Execution of this Agreement constitutes LOCAL AGENCY's waiver of STATE's obligation to provide ninety (90) days prior notice of STATE's "Intention to Relinquish" as set forth in Streets and Highways Code section 73.
3. To accept the allocation by AUTHORITY, as the only financial obligation for the relinquishment of RELINQUISHMENT.
4. Even if funds are not paid by AUTHORITY at the time of Resolution of Relinquishment, to accept RELINQUISHMENT immediately upon recordation of CTC's Resolution of Relinquishment in the County Recorder's Office and defer the receipt of payment for RELINQUISHMENT to a date when funding becomes available.
5. With the exception of CA, to accept ownership of and full responsibility for the portion of RELINQUISHMENT located within their respective jurisdictions, including all of STATE's, rights, title and interest in RELINQUISHMENT, and potential hazardous waste and/or hazardous material sites within the portion of RELINQUISHMENT located within their respective jurisdictions upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, and to thereafter operate, maintain, and be fully liable for the portion of RELINQUISHMENT located within their respective jurisdictions at no additional cost to STATE.

6. With the exception of CA, to accept RELINQUISHED FACILITIES in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the November 2011 Environmental Data Resources Reports for State Route 4 and the following STATE Reports: "Limited Site Investigation Report Highway 4 Widening Project" August 2000; "Site Investigation Report SR4 PM R31.3/R40.8" June 2001; "Supplemental Site Investigation Report SR4 Between Live Oak Lane and Big Break Road" December 2001; "Phase II Environmental Site Assessment Bethel Island Bridge Replacement Project" February 2003. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, STATE will not be responsible for any present or future remediation of said hazardous materials.
7. With the exception of CA, to fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials in the RELINQUISHED FACILITIES as described herein in Section II, Article 6.
8. With the exception of CA, to accept the allocation of \$4,011,000, as shown on Attachment 5 as AUTHORITY's only financial contribution to CO, CB, and CC for RELINQUISHMENT.
9. With the exception of CO, to own, operate, and maintain their respective facilities, including but not limited to storm drains, sewers, and water lines within BYPASS limits, which facilities will not be owned, operated and maintained by STATE following the TRANSFER.
10. CB is currently the owner for the portion of Concord Avenue south of Balfour Road and west of BYPASS. Upon completion of John Muir Parkway, the portion of Concord Avenue from Balfour Road to the newly constructed John Muir Parkway as shown on Attachment 7, attached to and made an express part of this Agreement will become a part of State Highways System under Streets and Highways Code section 83, supplemented by a quitclaim deed from CB to STATE prepared by AUTHORITY at no cost to STATE and CB.
11. In the event that AUTHORITY sunsets before meeting all obligations identified in the Environmental Impact Report (EIR), supplemental EIR, addendum EIR, PSR, PR and cooperative agreements, LOCAL AGENCIES will jointly assume AUTHORITY's responsibility to complete AUTHORITY's remaining obligations

SECTION III

STATE AGREES:

1. To provide Independent Quality Assurance (IQA) of the adoption and relinquishment processes and to cooperate in timely processing of TRANSFER documents.
2. To accept physical control and possession of BYPASS, upon the approval of the CTC's Resolution of Transfer of Highway Location.
3. To accept title to the right of way for BYPASS when AUTHORITY or any of the LOCAL AGENCIES transfer said title to STATE for parcels and subject to other provisions of this Agreement.
4. Upon CTC's approval of the Resolution of Transfer of Highway Location, STATE agrees to relinquish RELINQUISHMENT.
5. To submit the CTC's Resolution of Relinquishment to the County Recorder's Office for

recording within fifteen (15) working days of CTC's approval of the Resolution of Transfer of Highway Location.

6. To provide all available records and files for RELINQUISHMENT including, but not limited to, plans (including as-builts), record drawings, survey data and documents, right of way information, as currently available.
7. To accept ownership of and full responsibility for BYPASS as new SR4, including those acceptable existing encumbrances, together with all rights, title, and interest in BYPASS, and potential hazardous waste and/or hazardous material sites within BYPASS, upon CTC's approval of the Resolution of Transfer of Highway Location, and to thereafter operate, maintain, and be fully liable for BYPASS, and to be responsible for the administration of the accompanying easements and/or permits, except for those local facilities within BYPASS referred to in Section II, Article 9.
8. After CTC's approval of the Resolution of Transfer of Highway Location, to issue, at no cost to AUTHORITY, CO, CB, and CC and their contractors, upon proper application, the necessary encroachment permits to modify and install directional signing within existing SR4 and new SR4.

SECTION IV

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature in the Annual State Budget Act and the allocation of any required funds by the CTC.
2. The parties to this Agreement understand and agree that STATE's IQA is to ensure AUTHORITY/LOCAL AGENCIES activities result in project being developed in accordance with standards and procedure agreed to in this Agreement. IQA does not include any work necessary to actually develop or deliver TRANSFER activities, nor any validation to verify, nor rechecking work performed by AUTHORITY/LOCAL AGENCIES, including, but not limited to periodic process assessment of Quality Assurance practices and their compliance with STATE criteria as agreed to in this Agreement. No liability will be assignable to STATE, its officers and employees by AUTHORITY/LOCAL AGENCIES under the terms of this Agreement or by third parties by reason of STATE's IQA activities.
3. Following CTC's approval of the Resolution of Transfer of Highway Location, STATE will issue encroachment permits to AUTHORITY and its contractors at no cost immediately after TRANSFER for ongoing construction activities that received prior STATE concurrence within the new SR4. AUTHORITY's receipt of each STATE approved encroachment permit shall constitute authorization to proceed with work to be performed by AUTHORITY or AUTHORITY's representatives within the new SR4 or work which affects STATE's facilities. AUTHORITY's authorization to proceed with said work shall be contingent upon AUTHORITY's compliance with all provisions set forth within said encroachment permits.
4. Following CTC's approval of the Resolution of Transfer of Highway Location accepting BYPASS, any future proposed improvements to be placed on BYPASS by other than STATE forces will require an encroachment permit from STATE.
5. Following CTC's Resolution of Transfer of Highway Location, if AUTHORITY terminates any of its construction projects within BYPASS prior to completion, STATE shall require AUTHORITY, at AUTHORITY's expense, to return the SHS right of way (formerly BYPASS

right of way) to its original condition or to a safe and operable condition acceptable to STATE. If AUTHORITY fails to do so, STATE reserves the right to finish project or place project in a safe and operable condition and STATE will bill AUTHORITY for all actual expenses incurred and AUTHORITY agrees to pay said bill within thirty (30) days of receipt.

6. Following CTC's Resolution of Transfer of Highway Location, if unanticipated cultural, archaeological, paleontological or other protected materials are encountered during any ongoing construction activity by AUTHORITY within BYPASS, AUTHORITY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. AUTHORITY will notify STATE within twenty-four (24) hours of any discovery. Any required removal or protection of that material shall be undertaken by AUTHORITY at its expense.
7. AUTHORITY shall not sunset before meeting all obligations of AUTHORITY identified in this Agreement No. 4-2152, the SR4 Bypass Environmental Impact Report (EIR), the supplemental EIR, the addenda EIR, the Project Study Report, the Project Report, and other cooperative agreements and before all real property interests owned by AUTHORITY have been transferred. In the event that AUTHORITY sunsets, LOCAL AGENCIES will jointly and severally assume AUTHORITY's responsibility to complete AUTHORITY's remaining obligations.
8. Following CTC's Resolution of Transfer of Highway Location encroachment permits issued by AUTHORITY on BYPASS for ongoing construction projects will be reissued by STATE at no cost with such conditions and terms that are acceptable to STATE.
9. AUTHORITY is responsible for providing signage on local roads to connect the new SR4 to/from SR160 until the future WB SR4 to NB SR160, SB SR160 to EB SR4 connectors are constructed. Said proposed location of signs will be reviewed and approved by STATE. AUTHORITY is the CEQA lead agency responsible for the environmental clearance for the proposed sign installation. LOCAL AGENCIES are responsible for the maintenance of the said signs to ensure good operating condition within their respective jurisdictions. LOCAL AGENCIES agree to maintain, at LOCAL AGENCIES' expense, the local access roads that connect new SR4 to/from SR160. LOCAL AGENCIES accept impacts to its facilities attributed to the absence of the said connectors and agree to not seek compensation from STATE. LOCAL AGENCIES agree not to seek compensation from STATE for the maintenance of LOCAL AGENCIES' local roads and signs.
10. All SR4 and SR160 maintenance agreements and freeway agreements prepared by STATE will be executed/revised between the respective LOCAL AGENCIES and STATE after CTC's approval of the Resolution of Transfer of Highway Location and recordation of CTC's Resolution of Relinquishment. These maintenance agreements shall specify long-term maintenance responsibilities delegated to each respective local agency for local and shared facilities and signals.
11. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if it is disturbed.
12. STATE's acquisition or acceptance of title to any property on which any HM-1 or HM-2 exists will proceed in accordance with STATE's policy on such acquisition.

13. Responsibility for HM-1 rests with the current owner(s) of the parcel(s) on which the HM-1 exists. AUTHORITY/LOCAL AGENCIES will not include property on which HM-1 exists as part of TRANSFER, except as provided otherwise in Section IV, Article 15.
14. The document conveying title of the property to the STATE will incorporate by reference the Covenant to Restrict Use of the Property/Environmental Restriction recorded on September 2, 2008 as Document No. 2008-0194541-00, Official Records of Contra Costa County.
15. AUTHORITY will not transfer fee but only convey a highway easement as part of TRANSFER to STATE for the contaminated parcel (PARCEL) at the BYPASS/Balfour Road intersection as shown in Attachment 6, attached to and made an express part of this Agreement. AUTHORITY agrees to hold the underlying fee title of PARCEL in perpetuity or until AUTHORITY conveys fee title to STATE. At such time when the Regional Water Quality Control Board issues a closure letter, AUTHORITY will convey fee title of PARCEL to STATE, at no cost to STATE and STATE will accept the conveyance. If AUTHORITY sunsets prior to conveyance of PARCEL, LOCAL AGENCIES jointly agree to accept title of PARCEL and to accept all of the above conditions.
16. AUTHORITY will reserve the property depicted as Area A in Attachment 6 for relocation of Kinder Morgan Booster Station at the BYPASS/Balfour Road intersection. AUTHORITY agrees to hold the underlying fee title of Area A in perpetuity or until it is conveyed to Kinder Morgan as part of the future Kinder Morgan Booster Station relocation. In the event AUTHORITY sunsets prior to relocation of the Kinder Morgan Booster Station, AUTHORITY will convey fee title and encumbrances of Area A to LOCAL AGENCIES at no cost to LOCAL AGENCIES. LOCAL AGENCIES, jointly agree to accept title of Area A and to accept all of the above conditions.
17. All the other parties to the Agreement are not responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CA and/or its agents, under or in connection with any work, authority, or jurisdiction conferred upon CA under this Agreement. It is further understood and agreed that CA will fully defend, indemnify and save harmless all the other parties to the Agreement and all their officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CA and/or their agents under this Agreement.
18. All the other parties to the Agreement are not responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CB and/or its agents, under or in connection with any work, authority, or jurisdiction conferred upon CB under this Agreement. It is further understood and agreed that CB will fully defend, indemnify and save harmless all the other parties to the Agreement and all their officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CB and/or their agents under this Agreement.
19. All the other parties to the Agreement are not responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CO and/or its agents, under or in connection with any work, authority, or jurisdiction conferred upon CO under this Agreement. It is further understood and agreed that CO will fully defend, indemnify and save harmless all the other parties to the Agreement and all their officers and employees from all claims, suits, or actions of every name, kind and description

brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CO and/or their agents under this Agreement.

20. All the other parties to the Agreement are not responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CC and/or its agents, under or in connection with any work, authority, or jurisdiction conferred upon CC under this Agreement. It is further understood and agreed that CC will fully defend, indemnify and save harmless all the other parties to the Agreement and all their officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CC and/or their agents under this Agreement.
21. All the other parties to the Agreement are not responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE and/or its agents, under or in connection with any work, authority, or jurisdiction conferred upon STATE under this Agreement. It is further understood and agreed that STATE will fully defend, indemnify and save harmless all the other parties to the Agreement and all their officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under this Agreement.
22. All the other parties to the Agreement are not responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY and/or its agents, under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this Agreement. It is further understood and agreed that AUTHORITY will fully defend, indemnify and save harmless all the other parties to the Agreement and all their officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY and/or its agents under this Agreement.
23. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
24. This Agreement shall terminate upon the CTC's approval of the Resolution of Transfer of Highway Location and recordation of the Resolution of Relinquishment in the County Recorder's Office, and payment by AUTHORITY of \$4,011,000 to CO, CB and CC, except for those provisions that relate to indemnification, environmental commitment, legal challenges, ownership, property recapture, operation, maintenance, and related long term relationships, which provisions shall remain in effect until terminated or modified in writing by mutual agreement.
25. The Parties hereto recognize and agree that separate counterpart signature pages may be used but that all such pages constitute one and the same Agreement. If the Agreement is executed in counterparts, the execution of the agreement will be complete upon execution of the Agreement by the last party to sign it.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MALCOLM DOUGHERTY
Acting Director

By: _____
Deputy District Director

Approved as to form and procedure:

Attorney
Department of Transportation

Certified as to budgeting of funds:

District Budget Manager

Certified as to financial terms and
conditions:

Accounting Administrator

STATE ROUTE 4 BYPASS AUTHORITY

By: _____
Chairman

Attest: Julia R. Bueren, Secretary

By: _____

Approved as to form:
Sharon L. Anderson, County Counsel

By: _____
David F. Schmidt, Deputy County Counsel

COUNTY OF CONTRA COSTA

By: _____
Gayle B. Uilkema
Chair Board of Supervisors

Attest: David J. Twa
County Administrator and Clerk of the
Board of Supervisors

By: _____

Approved as to form:
Sharon L. Anderson, County Counsel

By: _____
David F. Schmidt, Deputy County Counsel

CITY OF ANTIOCH

By: _____
City Manager

Attest: _____
City Clerk

Approved as to form:

Attorney

CITY OF BRENTWOOD

By: _____
City Manager

Attest: _____
City Clerk

Approved as to form:

Attorney

CITY OF OAKLEY

By: _____
City Manager

Attest: _____
City Clerk

Approved as to form:

Attorney

ATTACHMENT 1

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the TRANSFER in Contra Costa County.

1. AUTHORITY is the CEQA Lead Agency for TRANSFER. AUTHORITY will prepare an addendum to the 1994 BYPASS EIR to evaluate TRANSFER. AUTHORITY will provide all data for and prepare drafts of the TRANSFER Project Report. STATE will review that report to determine if STATE can approve the TRANSFER. LOCAL AGENCIES will be responsible for the public hearing process.
2. All activities for TRANSFER, whether done by AUTHORITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
3. Detailed steps in the TRANSFER process are included as Attachments 2 and 3. These Attachments are intended as a guide to STATE's and AUTHORITY's staff.

ATTACHMENT 2

RIGHT OF WAY ("R/W") ACTIVITIES

<u>PROJECT ACTIVITY</u>	<u>RESPONSIBILITY</u>	
	<u>STATE</u>	<u>AUTHORITY</u>
1. ENGINEERING STUDIES AND REPORTS		
Prepare and Submit Available Survey Data		X
Review and Approve Available Survey Data	X	
2. R/W ENGINEERING		
(Used when qualified Local Agency is performing R/W activities)		
Longitudinal Encroachment Review	X	
Longitudinal Encroachment Application to District		X
Approve Longitudinal Encroachment Application	X	
Fence and Excess Land Review	X	
Complete Property Surveys and Begin Monumentation		X
Provide STATE with R/W Engineering Back-up and Reference Data		X
Prepare Legal Descriptions for TRANSFER		X
Review and Accept Legal Descriptions for TRANSFER	X	
Complete Transfer of Real Property Title Documents		X
Review and Accept Transfer of Real Property Title Documents	X	
Transfer Title to R/W		X
Submit Monumentation Layout for Project Monuments		X
Review and Approve Agreed Layout for Project Monuments	X	
Complete new Right of Way Monumentation		X
Prepare Record of Survey (Post-construction)		X
Review and Comment on Record of Survey	X	
Transfer R/W to State		X
- Approve and Record Title Transfer Documents	X	
Prepare R/W Record Maps		X
Review and Accept R/W Record Maps	X	

ATTACHMENT 3

APPURTENANT RIGHT OF WAY BACK UP AND REFERENCE DATA

STATE requires parcel files to review and accept the right of way acquired by AUTHORITY for BYPASS.

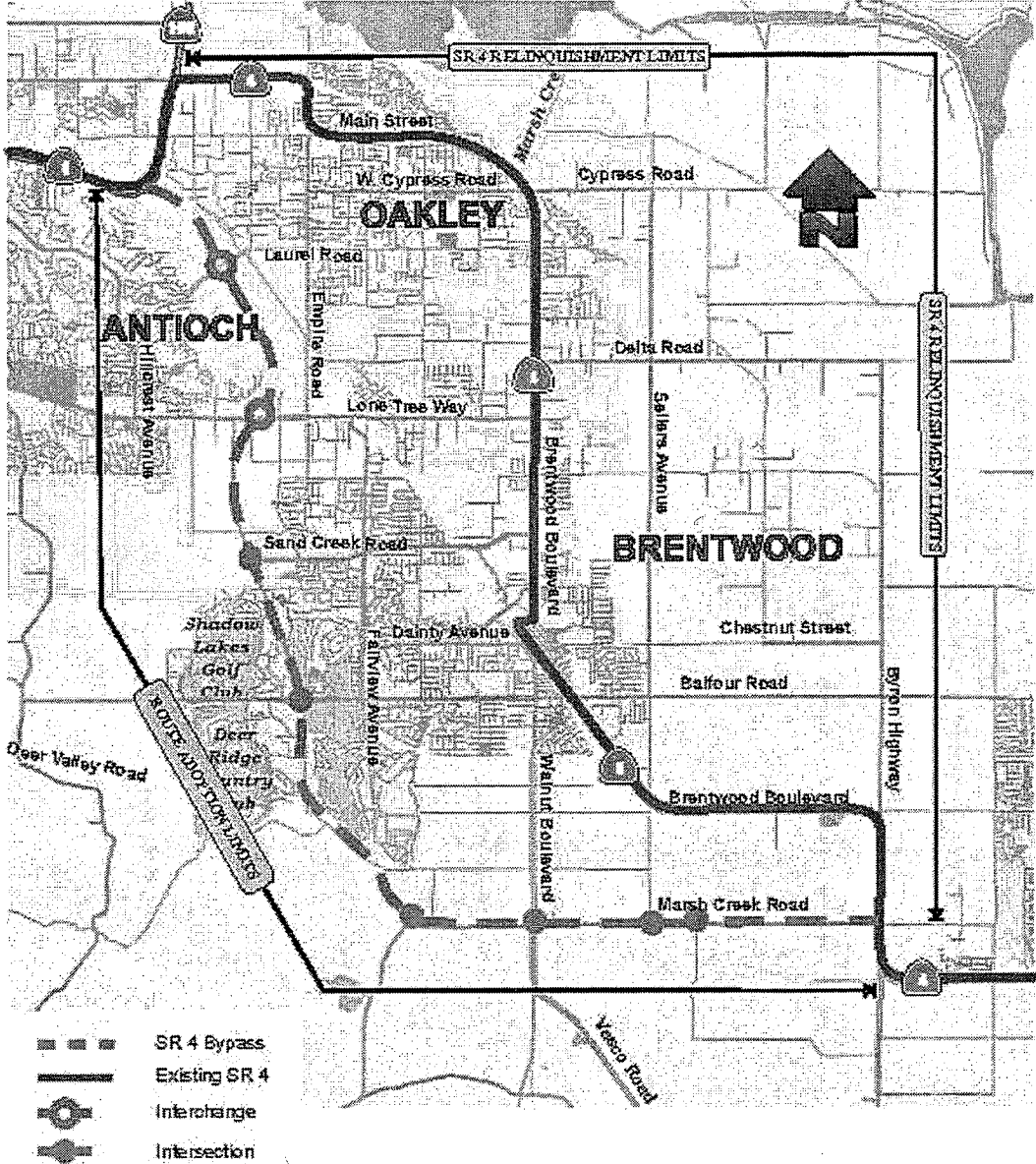
Parcel files shall include:

- All appraisal and acquisition documents
- Right of Way Parcel Diary
- Copy of Notice of Decision to Appraise letter
- Appraisal Summary Statement
- Appraisal Report
- Title Report
- Fully executed Right of Way Contract or settlement contract or other agreement
- Executed Grant Deed or Easement Deed
- If Condemnation action was filed include Summons, Complaint, Order of Possession (if any), Stipulation for Judgment and Judgment in Condemnation and recorded Final Order of Condemnation

- Proof of Title VI provided to grantor
- Proof of payment
- Evidence of First Written Offer and/or Initiation of Negotiations

ATTACHMENT 4

Vicinity Map



The BYPASS is comprised of the following:

- Freeway from SR4 commencing at PM T30.1 in Antioch to PM 32.6 which is 2,100 feet north of the Lone Tree Way Interchange with an interchange at Laurel Road.
- Expressway commencing from PM 32.6 to PM 38.0 located at Marsh Creek Road in Contra Costa County with at-grade intersections at Sand Creek Road, Balfour Road, and Marsh Creek Road.
- Conventional highway along Marsh Creek Road connecting to the existing SR4 at Byron Highway.

ATTACHMENT 5

AUTHORITY contribution to CO, CB and CC

DESCRIPTION	CITY OF OAKLEY	CITY OF BRENTWOOD	COUNTY OF CONTRA COSTA
Pavement Overlay, Digouts, Striping & Other Related Works	\$402,800	\$65,290	\$1,063,800
Shoulder Widening (City of Oakley)	\$116,900		
Sidewalk Rehabilitation/Curb Repair/AC Dike		\$77,550	\$6,900
Construct ADA Curb Ramp	\$14,400	\$9,600	
Construct Driveway			\$14,300
Drainage Modification	\$491,000	\$291,000	\$218,000
Traffic Control and Stage Construction	\$61,500	\$57,600	\$52,900
Mobilization (10%)	\$108,700	\$50,100	\$137,600
SUBTOTAL	\$1,195,300	\$551,140	\$1,493,500
Contingencies (15%)	\$179,300	\$82,700	\$227,000
TOTAL (as of Sept2009)	\$1,375,000	\$634,000	\$1,740,400
TOTAL (Escalated to FY 11/12 at a rate of 3-1/2% a year for two years)	\$1,471,000	\$678,000	\$1,862,000
Financial Contribution Total	\$4,011,000		

NOTES:

- Unit costs of contract items are updated using the applicable bids received by the State on its projects as of September 2009.

ATTACHMENT 7

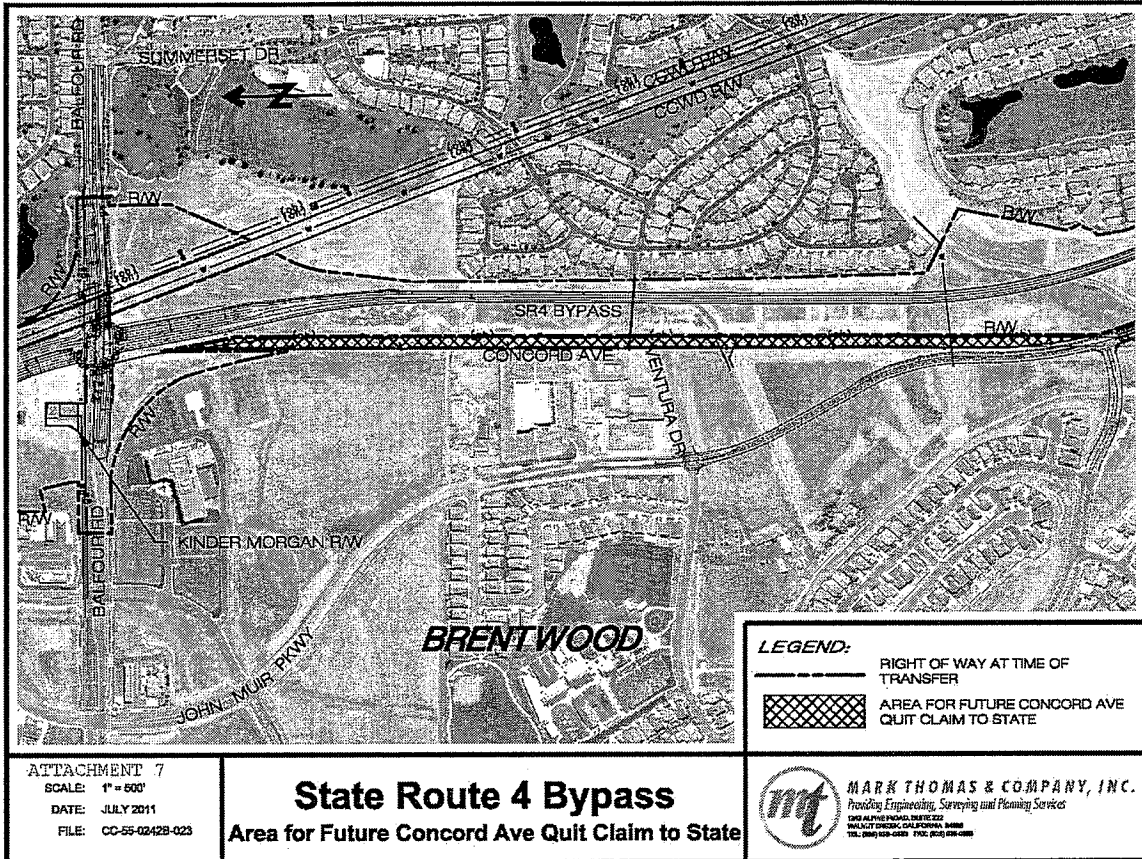


EXHIBIT 8

PROJECT NAME	R-MAP REF	Parcel#	Document Type	PTR_rec'd?	PTR_rev'd?	Ownership	Comments
Bypass_Segment 1B1	R-10283.01, 01a, 02	61994-01	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.01, 01a, 02, 03	61994-02	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.05, 04, 05	61994-03	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.05, 06, 07, 07a, 08	61994-04	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.05, 07, 07a, 08	61994-05	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.08	61994-06	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.08	61994-07	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.08, 09	61994-08	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.09	61994-09	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.09, 10	61994-10	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.10, 11, 12, 13	61994-11	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.11	61994-12	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.11, 12	61994-13	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.11, 12	61994-14	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.11, 12, 13, 13a	61994-15	Fee	Not Yet	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.12	61994-16	Fee	Not Yet	Do Soon	SR4BPA	
Bypass_Segment 1B1	R-10283.12, 13, 13a	61994-17	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.13a	61994-18	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 1B1	R-10283.12	61994-19	Fee	Not Yet		SR4BPA	
Bypass_Segment 1B1	R-10283.02	61994-20	Drainage ESMT	Not Expected		OTHER	
Bypass_Segment 1B1	R-10283.03	61994-21	Drainage ESMT	Not Expected		OTHER	
Bypass_Segment 1B1	R-10283.04	61994-22	Drainage ESMT	Yes	Yes	OTHER	
Bypass_Segment 1B1	R-10283.07a	61994-23	Drainage ESMT	Yes	Yes	OTHER	
Bypass_Segment 1B1	R-10283.05	61994-24	Aerial ESMT	Requested		OTHER	This easement was acquired for bridge from the Byno of Red State doesn't like the language of the this transfer and would like to enter. Acquire directly from the owner. New # needed HB
Bypass_Segment 1B1	R-10283.11, 12	61994-25	Drainage ESMT	Not Expected		OTHER	
Bypass_Segment 1B1	R-10283.12	61994-26	Drainage ESMT	Not Expected		OTHER	
Bypass_Segment 1B1	R-10283.12	61994-27	Access ESMT	Not Expected		OTHER	
Bypass_Segment 1B1	R-10283.04	61994-28	Drainage ESMT	Not Expected		OTHER	
Bypass_Segment 1B1	R-10283.04	61994-29	Drainage ESMT	Not Expected		OTHER	
Bypass_Segment 1B1	R-10283.13, 13a	61995-1	Section 83	Not Expected		OTHER	Quit claim from City of Antioch
Bypass_Segment 1B1	R-10283	CCUA-A THRU O	CCUA	Not Expected		OTHER	

EXHIBIT 8

PROJECT NAME	R-MAP REF	Parcel#	Document Type	PTR_rec'd?	PTR_rev'd?	Ownership	Comments
Bypass_Segment 2	R-10284.01a	56794-01	Section 83	Not Expected		City of Brentwood	
Bypass_Segment 2	R-10284.07,07a	56794-02	Section 83	Not Expected		City of Brentwood	
Bypass_Segment 2	R-10284.08	56794-03	Section 83	Not Expected		City of Brentwood	
Bypass_Segment 2	R-10284.12a	56794-04	Section 83	Not Expected		City of Brentwood	
Bypass_Segment 2	R-10284.08, 08a	56795-01	Section 83	Not Expected		City of Brentwood	
Bypass_Segment 2	R-10284.06,07,08	56795-02	Section 83	Not Expected		City of Brentwood	
Bypass_Segment 2	R-10284.12	56796-01	Highway Easement	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.13	56796-02	Highway Easement	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.12a,13	56796-03	Highway Easement	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.01,01a,02,02a	62080-01	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.01,01a,02,02a	62080-02	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.01,02,02a	62080-03	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.02,02a	62080-04	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.01,01a,02,02a	62080-05	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.01a	62080-06	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.02b,03	62080-07	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.02b,03	62080-08	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.02b,03	62080-09	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.02b,03	62080-10	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.02b,03	62080-11	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.03	62080-12	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.03	62080-13	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.03	62080-14	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.03	62080-15	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.03	62080-16	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.03	62080-17	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.03	62080-18	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.03	62080-19	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.03	62080-20	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.04	62080-21	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.03	62080-22	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.04	62080-23	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.03,04	62080-24	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.05	62080-25	F+F	Yes	Yes	SR4BPA	

EXHIBIT 8

PROJECT NAME	R-MAP REF	Parcel#	Document Type	PTR_rec'd?	PTR_rev'd?	Ownership	Comments
Bypass_Segment 2	R-10284.05,06,08a	62080-26	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.05	62080-27	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.05,06	62080-28	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.05,08	62080-29	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.05,08,08a	62080-30	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.06, 07	62080-31	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.06, 07	62080-32	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.06a,07,07a	62080-33	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.06	62080-34	Fee	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.07,07b	62080-35	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.07,07b	62080-36	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.07,07b,08	62080-37	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.08	62080-38	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.08,09	62080-39	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.08	62080-40	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.09	62080-41	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.09	62080-42	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.08,09	62080-43	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.09,10	62080-44	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.09,10	62080-45	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.10,11	62080-46	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.12	62080-47	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.12	62080-48	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	Deleted	62080-49	F+F	Not Yet		SR4BPA	deleted no longer needed
Bypass_Segment 2	R-10284.01	62080-50	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.12	62080-51	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.12,12a	62080-52	F+F	Not Yet		SR4BPA	
Bypass_Segment 2	R-10284.12,12a	62080-53	F+F	Yes	Yes	SR4BPA	
Bypass_Segment 2	R-10284.01a	62080-54	Highway Easement	Not Expected		SR4BPA	Contra Costa Water District
Bypass_Segment 2	R-10284.03	62080-55	Highway Easement	Not Expected		SR4BPA	EAST BAY MUNICIPAL DISTRICT
Bypass_Segment 2	R-10284.10	62080-56	Drainage Easement	Not Expected		SR4BPA	OTHER
Bypass_Segment 2	R-10284.10	62080-57	Drainage Easement	Not Expected		SR4BPA	OTHER
Bypass_Segment 2	R-10284.10	62080-58	Drainage Easement	Not Expected		SR4BPA	OTHER
Bypass_Segment 2	R-10284.10	62080-59	Drainage Easement	Not Expected		SR4BPA	OTHER
Bypass_Segment 2	Deleted	62080-60	Drainage Easement	Not Expected		SR4BPA	deleted no longer needed

EXHIBIT 8

PROJECT NAME	R-MAP REF	Parcel#	Document Type	PTR_rec'd?	PTR_rev'd?	Ownership	Comments
Bypass_Segment 2	R-10284.12a	62080-01	Drainage Easement	Not Expected		OTHER	
Bypass_Segment 2	R-10284.01	62204-A thru K	CCUA	Not Expected			CCUA A THRU T FOR MAINLINE SEGMENT 3
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-02	59305-01	Section 83	Not Expected		City of Brentwood	Quit claim from City Brentwood
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-10b	59305-02	Section 83	Not Expected		City of Brentwood	Quit claim from City Brentwood
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-02	59306-01	Section 83	Not Expected		City of Brentwood	Quit claim from City Brentwood
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-10,10a,10b	59306-02	Section 83	Not Expected		City of Brentwood	Quit claim from City Brentwood
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-13,14	59307-01	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-13,14	59307-02	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-01	62204-01	F+F	Yes	Yes	SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-02	62204-02	Fee	Requested		SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-01,02,03,04,05	62204-03	Fee	Requested		SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-05,06	62204-04	F+F	Requested		SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-05,06	62204-05	F+F	Requested		SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-05,06	62204-06	F+F	Requested		SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-06,07	62204-07	F+F	Requested		SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-07	62204-08	F+F	Requested		SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-08,09,10,10a,	62204-09	F+F	Requested		SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-10,10a,10b	62204-10	Fee	Requested		SR4BPA	description in error second to last course does not match, closure, R-map, acquisition

EXHIBIT 8

PROJECT NAME	R-MAP REF	Parcel#	Document Type	PTR_rect1?	PTR_rect?	Ownership	Comments
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-08	62204-11	Section 83	Requested		SR4BPA	City of Brentwood to convey after John Muir Parkway is constructed
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-08	62204-12	Section 83	Not Expected		SR4BPA	City of Brentwood to convey after John Muir Parkway is constructed
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-10, 10b	62204-13	F+F	Requested		SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-10, 10b, 11, 12	62204-14	F+F	Requested		SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-12, 13, 14	62204-15	F+F	Yes	Yes	SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-13, 14	62204-16	F+F	Yes	Yes	SR4BPA	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-02	62204-17	Highway Easement	Not Expected		Contra Costa Water district	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-10, 10b	62204-18	Highway Easement	Not Expected		Contra Costa Water district	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-10, 11	62204-19	Highway Easement	Not Expected		Contra Costa Water district	
Bypass_Seg 3 EXPRESSWAY/ FREEWAY	R-10285-10, 10b	62204-20	F+F	Requested		SR4BPA	
Bypass_Seg 3 EXP'WY	R-10285	62204-A thru T	CCUA				CCUA A THRU T FOR MAINLINE SEGMENT 3
MARSH CREEK ROAD (MCR)							
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.01-09	59683-01	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.05	59683-02	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.05.06	59683-03	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.06	59683-04	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.07, 08	59683-05	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.07, 08	59683-06	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa

EXHIBIT 8

PROJECT NAME	R-MAP REF	Parcel#	Document Type	PTR_req.07	PTR_rev.07	Ownership	Comments
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.09	59683-07	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.09 thru 18	59683-08	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.09,10	59683-09	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.09,10	59683-10	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.12,13	59683-11	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.13	59683-12	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.14	59683-13	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.15	59683-14	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.16,17	59683-15	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.17,18,19	59683-16	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.17,18,19	59683-17	Section 83	Not Expected		County of Contra Costa	Quit claim from County of Contra Costa
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.01	62205-01	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.01	62205-02	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.01	62205-03	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.01,02,03	62205-04	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.02,	62205-05	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.02,	62205-06	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.02,	62205-07	Fee	Requested		SR4BPA	

EXHIBIT 8

PROJECT NAME	R-MAP REF	Parcel#	Document Type	PTR_req'd?	PTR_rev'd?	Ownership	Comments
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.02,03	62205-08	Fee	Requested		SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.03,04,05	62205-09	Fee	Requested		SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.04,05	62205-10	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.05	62205-11	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.05,06	62205-12	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.05,06	62205-13	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.06, 07	62205-14	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.06	62205-15	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.06,07	62205-16	Fee	Requested	No	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.06,07	62205-17	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.07	62205-18	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.08	62205-19	Fee	Requested		SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.08,	62205-20	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.08	62205-21	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.08,09	62205-22	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.08,09	62205-23	Fee	Requested		SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.09	62205-24	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.09	62205-25	Fee	Yes	Yes	SR4BPA	

EXHIBIT 8

PROJECT NAME	R-MAP REF	Parcel#	Document Type	PTR_res'd?	PTR_rev'd?	Ownership	Comments
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.09,10	62205-26	Fee	Requested		SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.10, 11	62205-27	Fee	Requested		SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.11	62205-28	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.11	62205-29	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.12	62205-30	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.12	62205-31	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.12	62205-32	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.12	62205-33	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.12	62205-34	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.12	62205-35	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.12	62205-36	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.12	62205-37	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.12,13	62205-38	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.13,14	62205-39	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.14	62205-40	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.14	62205-41	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.14,15	62205-42	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.14,15	62205-43	Fee	Yes	Yes	SR4BPA	

EXHIBIT 8

PROJECT NAME	R-MAP REF	Parcel#	Document Type	PTR_req'd?	PTR_rev'd?	Ownership	Comments
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.15	62205-44	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.15	62205-45	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.15,16	62205-46	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.16	62205-47	Fee	Requested		SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.16	62205-48	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.16,17	62205-49	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.17	62205-50	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.17,18,19	62205-51	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.01	62205-52	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.18	62205-53	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.18,19	62205-54	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.19	62205-55	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.19,20	62205-56	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.19	62205-57	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.19,20	62205-58	Fee	Yes	Yes	SR4BPA	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.06	62205-59	Drainage Easement	Not Expected		EARLS	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286.18	62205-60	Drainage Easement	Not Expected		BETTENCOURT	
Bypass_Seg 3 MCR(CONVENTIONAL)	R-10286	CCUA -A THRU L	CCUA	Not Expected			CCUA

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JANUARY 10, 2012**

Prepared by: Tina Wehrmeister, Community Development Director *TW*

Reviewed by: Jim Jakel, City Manager

Date: January 5, 2012

Subject: **Dissolution of Antioch Development Agency**

RECOMMENDATION

It is recommended that the City Council receive and file this report and **not** decline to become the Successor Agency to the Antioch Development Agency. By taking no action, the City of Antioch will automatically become the Successor Agency to the Antioch Development Agency. It is expected that further information will be forthcoming at the Council meetings in January, including action regarding the housing functions of the Antioch Development Agency.

DISCUSSION

On December 29, 2011 the California Supreme Court issued a decision in the *California Redevelopment Association v. Matosantos* case. The case addressed the legality of the State budget bills to dissolve redevelopment agencies and redirect redevelopment assets and funds to State obligations, unless the cities and counties opted to make voluntary payments to the State. The Court found the Dissolution Act (AB1x 26) constitutional and the Alternative Redevelopment Program Act (AB1x 27) unconstitutional. This means that the legislation abolishing redevelopment agencies is in effect and there is no voluntary payment option to keep redevelopment agencies operating.

Although Antioch had previously adopted a resolution to make the payment to the State and continue redevelopment efforts with the Antioch Development Agency, as of February 1, 2012, every redevelopment agency in California will be dissolved.

The California Redevelopment Association has compiled a comprehensive website which includes links to the full text of the Dissolution Act and lawsuit documents. This site can be accessed at www.calredevelop.org and clicking the white banner at the top right hand side of the page.

The Dissolution Act is complex and there will be several more action items before the Council in the coming months. In summary, all Agency activities are suspended with the exception of scheduled payments and obligations required under the adopted "Enforceable Obligations Schedule" (adopted on August 25, 2011, Attachment "A") and other actions to ensure preservation of assets, avoid defaults, and cooperate with audits.

The Successor Agency, subject to an Oversight Board, will be responsible for winding down the operations of the Antioch Development Agency. The goal of the Dissolution Act is the transfer of redevelopment assets and funds in order for the State to balance its budget.

Successor Agency to the Antioch Development Agency

The first decision that the Council must make prior to January 13, 2012 is whether to not become the Successor Agency to the Antioch Development Agency. The Dissolution Act provides that the Successor Agency will be the Sponsoring Community of the redevelopment agency (i.e. the City of Antioch) unless the Sponsoring Community elects not to serve in that capacity. All assets, properties, contracts, leases, records, buildings and equipment of former agencies would be transferred to the Successor Agency (except affordable housing assets, which staff expects to discuss in more detail at upcoming Council meetings).

The role of the Successor Agency is to:

- Make payments and perform other obligations for Enforceable Obligations of the former redevelopment agency.
- Dispose of the former redevelopment agencies assets or properties expeditiously and in a manner aimed at maximizing value.
- Effectuate transfer of housing functions of the former redevelopment agency to its Successor Housing Agency.
- Wind down all other affairs of the former redevelopment agency.
- Prepare administrative budgets for Oversight Board approval and pay administrative costs.

Staff is recommending that the City become the Successor Agency to the Antioch Development Agency. As Successor Agency, the City will have more involvement in the dissolution of the redevelopment agency and its assets, which would have potential direct and indirect impacts on the City. No action is required for the Sponsoring Community to become the Successor Agency as the legislation has made this assumption.

If the Council decides that the City should not be the Successor Agency, the Successor Agency will be the first taxing entity that submits a duly adopted resolution to the County Auditor-Controller. A resolution electing not to be the Successor Agency must be adopted by January 13, 2012. Due to this statutory schedule requirement, staff will have a resolution at the Council meeting should the Council decide to not become the Successor Agency; however, the staff recommendation is to not adopt this resolution.

Successor Housing Agency

On January 24th the Council will consider becoming the Successor Housing Agency, taking over housing functions of the former Antioch Development Agency. Those functions have included grants and loans to low-income housing developments and to

first-time homebuyers. The Agency did not own any housing projects. The legislation and Supreme Court decision have no affect on the Contra Costa County Housing Authority that owns and operates housing projects in Antioch and elsewhere in the County and manages the federal Section 8 housing choice voucher program.

Possibly due to drafting oversight, the action to becoming a Successor Housing Agency does not have a due date but should be decided prior to dissolution of the Agency on February 1, 2012. Staff is taking the additional two weeks to analyze and make a recommendation on becoming the Successor Housing Agency as there may be more obligations and liabilities associated with these responsibilities than Successor Agency to the Antioch Development Agency.

FISCAL IMPACT

Relative to other redevelopment agencies in the State, the Antioch Development Agency is small. However, this decision will mean that the City will have fewer resources for economic development, infrastructure improvements, elimination of blight and affordable housing projects.

The Dissolution Act states that Enforceable Obligations to be paid by Successor Agencies do not include agreements, contracts, or arrangements between a redevelopment agency and its Sponsoring Community, except in certain limited situations. Therefore, certain costs currently charged to the Antioch Development Agency may not continue to be paid by the Successor Agency or approved by the Oversight Board that still needs to be constituted. Staff will provide more specific information about the financial impact at the January 24th meeting.

OPTIONS

A resolution will be available at the Council meeting should the City Council elect to not become the Successor Agency to the Antioch Development Agency thereby opening the opportunity for the first taxing entity submitting a resolution to the County Auditor-Controller to become the Successor Agency.

ATTACHMENT

A. Enforceable Obligations

OTHER OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month					Total
					Aug**	Sept	Oct	Nov	Dec	
1) Section 33676	County Resource Consv	Payments per former Section 33676	818.00	29.00					11.60	\$ 11.60
2) Section 33676	BART	Payments per former Section 33676	10,700.00	350.00					140.00	\$ 140.00
3) Section 33676	East Bay Park	Payments per former Section 33676	152,800.00	5,250.00					2,100.00	\$ 2,100.00
4) Pass Through Agreement	Contra Costa County	Payments per former Section 33401	10,279,000.00	292,000.00					116,800.00	\$ 116,800.00
5) Pass Through Agreement	County Library	Payments per former Section 33401	836,000.00	21,000.00					8,400.00	\$ 8,400.00
6) Pass Through Agreement	Riverview Fire Dist	Payments per former Section 33401	12,548,000.00	334,000.00					133,600.00	\$ 133,600.00
7) Pass Through Agreement	County Flood Control	Payments per former Section 33401	105,000.00	3,000.00					1,200.00	\$ 1,200.00
8) Pass Through Agreement	Mosquito Abatement	Payments per former Section 33401	155,000.00	4,000.00					1,600.00	\$ 1,600.00
9) Pass Through Agreement	College District	Payments per former Section 33401	342,000.00	21,000.00					8,400.00	\$ 8,400.00
10) Pass Through Agreement	Antioch Unified	Payments per former Section 33401	425,000.00	14,000.00					5,600.00	\$ 5,600.00
11) Pass Through Agreement	East Bay Park	Payments per former Section 33401	25,000.00	400.00					160.00	\$ 160.00
12) Statutory Payments	County General	Payments per CRL 33607.5 and .7	1,281,700.00	31,600.00					12,640.00	\$ 12,640.00
13) Statutory Payments	County Library	Payments per CRL 33607.5 and .7	132,000.00	3,300.00					1,320.00	\$ 1,320.00
14) Statutory Payments	Contra Costa Fire	Payments per CRL 33607.5 and .7	1,559,000.00	33,500.00					13,400.00	\$ 13,400.00
15) Statutory Payments	Flood Control	Payments per CRL 33607.5 and .7	15,600.00	400.00					160.00	\$ 160.00
16) Statutory Payments	County Water Agency	Payments per CRL 33607.5 and .7	3,500.00	86.00					34.40	\$ 34.40
17) Statutory Payments	Resource Conservation	Payments per CRL 33607.5 and .7	1,700.00	40.00					16.00	\$ 16.00
18) Statutory Payments	Mosquito Abatement Zone	Payments per CRL 33607.5 and .7	13,900.00	300.00					120.00	\$ 120.00
19) Statutory Payments	Della Diablo Zone 3	Payments per CRL 33607.5 and .7	237,900.00	5,900.00					2,360.00	\$ 2,360.00
20) Statutory Payments	Contra Costa Water	Payments per CRL 33607.5 and .7	41,700.00	1,000.00					400.00	\$ 400.00
21) Statutory Payments	BART	Payments per CRL 33607.5 and .7	56,000.00	1,400.00					560.00	\$ 560.00
22) Statutory Payments	Bay Area Air Management	Payments per CRL 33607.5 and .7	16,500.00	400.00					160.00	\$ 160.00
23) Statutory Payments	East Bay Regional Park	Payments per CRL 33607.5 and .7	284,900.00	6,500.00					2,600.00	\$ 2,600.00
24) Statutory Payments	Antioch Park Maintenance	Payments per CRL 33607.5 and .7	1,700.00	40.00					16.00	\$ 16.00
25) Statutory Payments	Office of Education	Payments per CRL 33607.5 and .7	159,800.00	3,900.00					1,560.00	\$ 1,560.00
26) Statutory Payments	K-12 Schools ERAF	Payments per CRL 33607.5 and .7	1,112,000.00	27,400.00					10,960.00	\$ 10,960.00
27) Statutory Payments	Antioch Unified	Payments per CRL 33607.5 and .7	2,300,000.00	57,000.00					22,800.00	\$ 22,800.00
28) Statutory Payments	Community College	Payments per CRL 33607.5 and .7	405,500.00	10,000.00					4,000.00	\$ 4,000.00
29) Statutory Payments	Community College ERAF	Payments per CRL 33607.5 and .7	166,000.00	4,000.00					1,600.00	\$ 1,600.00
30) LMI 20% set aside	Housing Fund	20% set aside for housing fund	31,372,000.00	1,504,937.00					827,715.00	\$ 827,715.00
31)										
Totals - Other Obligations			\$ 63,820,718.00	\$ 2,386,732.00	\$ -	\$ -	\$ -	\$ -	\$ 1,180,433.00	\$ 1,180,433.00

* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than late August. It is valid through 12/31/14. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared by the dissolving Agency by 9/30/14. (The draft ROPS must be prepared by the Successor Agency by 11/30/14.)
 If an agency adopts a continuation ordinance per ABX1 27, this EOPS will not be valid and there is no need to prepare a ROPS.
 ** Include only payments to be made after the adoption of the EOPS.
 *** All payment amounts are estimates

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**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JANUARY 10, 2012**

Prepared by: Ron Bernal, Director of Public Works/City Engineer

Date: January 4, 2012

Subject: Fulton Shipyard Boat Ramp Closure

RECOMMENDATION

It is recommended that the City Council receive testimony from the public and approve the closure of the Fulton Shipyard Boat Ramp and adjoining property.

BACKGROUND

At the November 8, 2011 meeting, Council heard staff's report and recommendation to close the Fulton Shipyard Boat Ramp (Ramp). Two members of the public spoke in opposition to staff's recommendation to close the Ramp and requested the item be continued to a future meeting in order to receive additional testimony from others who are not supportive of the closure. Council concurred and requested the item be continued to a Council meeting after the first of the year so the public proponents of keeping the Ramp who were not able to make the meeting would have an opportunity to voice their concerns. Council also requested that the proponents bring back ideas on how the ramp could remain open in light of the concerns and challenges identified by staff.

There are three main issues related to staff's recommendation the Ramp be closed. The most serious is the high incidence of criminal activity since the Ramp opened in 1958. Over the past five years the Police Department has responded to 298 calls for service. Attachment A is a memorandum from Captain Steve McConnell further explaining the Police Departments reasons for recommending closure of the Ramp. Another is the ramps proximity to the City's untreated water intake and the potential for contamination. The third is the scheduled January 2012 opening of a new boat launch at the Antioch Marina that was funded by a \$3.76M grant from the State of California Department of Boating and Waterways with the requirement a \$5 per launch fee would be charged to offset the ongoing operation and maintenance costs of the new facility.

At the meeting, proponents of the ramp contended that the ramp is a right of the citizens of Antioch, that it is enjoyed by young and old alike, and that closing the ramp would hurt business at the Red Caboose Restaurant located nearby on Fulton Shipyard Road. Proponents also argued that the area should be improved and expanded instead of closed.

Other benefits of the Ramp closure include:

- The City's untreated water intake is located immediately adjacent to and west of the Ramp. On an average year, this asses supplies approximately one-third of the City's water. In addition to monitoring and testing costs, shutting down the pump due to contamination concerns has a daily cost of approximately \$23,000. Securing the site will also provide increased security for Water Treatment Plant staff that pass through the site to access the pump house to perform operation and maintenance duties.

1/10/12

- Two trash receptacles are emptied four times per week. Broken glass, trash and debris is picked up, and graffiti and vandalism are painted over and repaired by City staff. These services would no longer be necessary.
- The facility does not have restrooms. Removal of an outdated restroom building several years ago and subsequent to that elimination of portable restrooms due to vandalism problems leaves the Ramp without this amenity.
- Maintenance of the ramp, parking lot paving and striping, floating dock and fencing are ongoing and costly. Closing the Ramp will eliminate the need to spend limited City resources maintaining this facility. Lights in the parking lot will remain on as a security measure for visibility and employee safety.

FISCAL IMPACTS

The cost of fencing off the street and water access to the Marina Ramp with a heavily reinforced chain link fence is estimated at \$25,000 and would be paid for by the Tidelands Fund.

Annual maintenance and repair expenses estimated at \$21,400 would also be avoided. Of this amount, \$18,000 is spent to pick up trash four times per week and address graffiti and vandalism. This amount does not include the cost of replacing the floating dock when that need arises estimated to cost \$50,000.

OPTIONS

Council may decide to leave the Fulton Ramp open either in the short term or for a longer duration. Council could also close only the boat ramp access to the river and leave the parking lot open to the public. This option would still have negative consequences of having to respond to calls for service in addition to servicing the area for trash collection, parking lot maintenance, ramp and dock repairs and repairs due to vandalism.

ATTACHMENTS

Attachment A: Antioch Police Department 11/1/11 Memorandum
Attachment B: Fulton Ramp Aerial

INTER-OFFICE MEMORANDUM

TO: Ron Bernal, City Engineer

FROM: Stephen J. McConnell, Captain, Field Services Division

DATE: November 1, 2011

SUBJECT: **Antioch Boat Ramp Closure**

Background

With the construction of the new Antioch Marina and Boat Launch Facility nearing its completion, the prospect of closing the Antioch Boat Ramp on Fulton Shipyard Road has been proposed. For many years the Antioch Boat Ramp, located at 291 Fulton Shipyard Road, has been the only public launch ramp in the City of Antioch, and it is listed as such on the California Department of Boating and Waterways website.

The Police Department's opinions and recommendation related to the closure of the Antioch Boat Ramp is made irrespective of the marketing and community development aspects of the new boat launch facility and are made purely from a public safety perspective.

Public Safety Concerns

For many years, the Antioch Boat Ramp area has been a haven for criminal activity. I've worked for the Police Department for approximately 27 years and as long as I can recall, the Antioch Police Department has had to respond to calls for service in this area. A recent five year review of police calls involving the Antioch Boat Ramp revealed a total of (298) calls for police service. The nature of calls included, but were not limited to the following type of incidents: Municipal code violations, stolen vehicles, recovered stolen vehicles, drug use, drug dealing; assaults, miscellaneous disturbances, thefts, burglaries, vandalism, etc.

I have personally witnessed over the years many stolen vehicles recovered from the water after they had been dumped at the end of the boat ramp. On one occasion, two stolen vehicles were recovered from the end of the ramp. The thieves literally stacked them on top of each other. This type of illegal activity also poses a significant environmental threat to the waterway as well as the Municipal water intake. The boat ramp has also provided easy access to the City for a criminal element that utilizes the various sloughs, islands and waterways within the Delta.

ATTACHMENT A

Public Opinion

Albeit internet blogs are taken with a grain of salt, a recent review of the fishing blogs revealed some common concerns about the Antioch Boat Ramp and the common denominator was that the Antioch Boat Ramp was an unsafe location to launch a boat from and leave your vehicle after launching a boat. One blogger stated the Pittsburg launch is much nicer and safer for the user's vehicle. The sentiments articulated in the blogs are a fair representation of the current environment at the Antioch Boat Ramp.

Crime Displacement Considerations

With crime prevention strategies there comes a concern about crime displacement, and although there are many variables involved with this phenomenon, there is no certainty that it will occur, but it is a potential consequence that must be considered. Because there are so many variables involved with this dynamic, we cannot assume that crime prevented in one area will equally and automatically be relocated somewhere else.

The development of the new launch facility will create a target rich environment for the criminal element, but criminals will generally only displace their criminal behavior when the risks and effort of committing new crimes are worth the rewards. Certain situational crime prevention aspects of the new launch facility will have a positive effect on the reduction of criminal activity. Some of these involve adequate lighting, staffing, visibility and accessibility, etc.

Recommendation

There has been and continues to be serious criminal activity occurring at the Antioch Boat Ramp. Responding to the public safety calls for service at the Antioch Boat Ramp is a drain on our depleted resources, not to mention the increased costs associated with our response.

With the occurrence of illegal activity and the continued threat to the welfare of the community, it is our opinion that there is more than enough justification from a public safety perspective to recommend the complete closure of the Antioch Boat Ramp.

A complete closure is desired, but if due to various challenges or hurdles encountered, an incremental closure (ramp first and then the parking lot) is necessary, then an incremental closure is acceptable as we take a wait and see approach towards the new launch facility.

