

ANNOTATED AGENDA

for
March 27, 2012

CITY COUNCIL MEETING

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

5:45 P.M. ROLL CALL for Closed Sessions – ***Mayor Davis and Council Members Kalinowski, Harper (joined at 6:00 p.m), Agopian and Rocha***

PUBLIC COMMENTS for Closed Sessions – ***None***

CLOSED SESSIONS:

1) **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** —Onita Tuggles v. City of Antioch et al, Ninth Circuit Court of Appeals, Case No. 10-17181; Santeya Danyell Williams, Mary Ruth Scott, Karen Latreece Coleman, Priscilla Bunton, Alyce Denise Payne, v. City of Antioch et al., Northern District Court Case No. C08-02301 SBA. This Closed Session is authorized by California Government Code §54956.9. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 (1 potential case).

Direction given to Staff

2) **CONFERENCE WITH LABOR NEGOTIATOR** – City designated representatives: Deborah McHenry and Glenn Berkheimer; Employee organizations: Public Employees' Union Local No. 1. This Closed Session is authorized pursuant to California Government Code §54957.6.

Direction given to Staff

COUNCIL RETURNED FROM CLOSED SESSION TO OPEN SESSION AND ANNOUNCED THAT IT WILL GO BACK INTO CLOSED SESSION AT THE END OF THE PUBLIC SESSION TO HEAR THESE ITEMS:

3) **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.** Significant Exposure to litigation pursuant to subdivision (b) of Section 54956.9: Letter from James H. Colopy of Farella Braun + Martel on behalf of Discovery Builders dated March 13, 2012.

4) **PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – This Closed Session is authorized by California Government Code §54957 City Manager.

5) **PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – This Closed Session is authorized by California Government Code §54957 – City Attorney.

7:00 P.M. ROLL CALL for Council Members/City Council Members acting as Successor Agency/ Housing Successor to the Antioch Development Agency – ***All Present***

PLEDGE OF ALLEGIANCE

PROCLAMATION – *Child Abuse Prevention Month, April 2012*

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

CITY COUNCIL SUBCOMMITTEE REPORTS

MAYOR’S COMMENTS

CITY COUNCIL MOVED ITEM #3 – SENIOR BUS PROGRAM UP ON AGENDA AS NEXT ITEM OF BUSINESS *Approved, 5/0*

3. SENIOR BUS PROGRAM

Allow Senior Bus Program to be incorporated into the existing Tri Delta dial-a-ride service, contingent on the Tri Delta Board of Director’s approving the transition plan proposed by Tri Delta staff. Implementation will formally occur on 09/01/12. 5/0

Recommendation: Discuss Tri Delta Transit’s decision to not enter into an agreement with the City of Antioch for pass-through funding of the Senior Bus Program beyond August 31, 2012 and provide direction to staff

STAFF REPORT

1. COUNCIL CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR MARCH 13, 2012

Approved, 5/0

Recommended Action: Motion to approve the minutes as revised

MINUTES

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

Recommended Action: Motion to approve the warrants

STAFF REPORT

C. APPROVAL OF TREASURER’S REPORT FOR FEBRUARY 2012

Approved, 5/0

Recommended Action: Motion to approve the report

STAFF REPORT

D. ORDINANCE AMENDING §9-5.4012 OF THE ANTIOCH MUNICIPAL CODE REGARDING SUNSET OF THE RESIDENTIAL DEVELOPMENT ALLOCATION (RDA) PROGRAM *(Introduced 03/13/12)*

Continued to after closed session

Recommended Action: Motion to adopt the ordinance

STAFF REPORT

E. APPOINTMENTS BY THE MAYOR TO THE OVERSIGHT BOARD FOR THE CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

***Mayor appointed Brian Kalinowski and Tina Wehrmeister
Motion to receive report, 5/0***

Action: Under the Redevelopment Dissolution Act, the mayor of each city with a former redevelopment agency is given the authority to appoint two members to the Oversight Board. Mayor Davis has indicated that he is appointing Brian Kalinowski and Tina Wehrmeister. Motion to receive and file the report.

STAFF REPORT

COUNCIL CONSENT CALENDAR — Continued

- F. RESOLUTION APPROVING THE ALLOCATION OF PROPOSITION 1B BOND FUNDING FOR THE DEER VALLEY ROAD AND DAVISON DRIVE PAVEMENT REHABILITATION PROJECT (PW 392-28)
Reso 2012/20, 5/0

Recommended Action: Motion to adopt the resolution

STAFF REPORT

- G. SHOPPING CARTS RECOVERY

Approved, 5/0

Recommended Action: Motion to approve the revised abandoned shopping carts letter to businesses

STAFF REPORT

- H. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CONTRA COSTA TRANSPORTATION AUTHORITY REGARDING RELEASE OF A DEFERRED IMPROVEMENT AGREEMENT (SKYLAND PROPERTIES) FOR FREEWAY WIDENING PURPOSES

Reso 2012/21, 5/0

Recommended Action: Motion to adopt the resolution

STAFF REPORT

- I. CONSULTING SERVICES AGREEMENT WITH MUNICIPAL RESOURCE GROUP LLC

Approved, 5/0

Recommended Action: Motion to approve the Consulting Services Agreement with Municipal Resource Group LLC ("MRG") for project management and liaison services related to the Northeast Antioch Annexation and GenOn plant construction, Hillcrest eBART Station and Water Emergency Transportation Authority ("WETA") at a cost not to exceed \$164,250 and authorize the City Manager to execute the Agreement

STAFF REPORT

END OF CONSENT CALENDAR

PUBLIC HEARING

2. Z-12-02: PREZONING OF AREA #1 OF THE NORTHEAST ANTIOCH ANNEXATION AREA – THE PREZONING IS APPROXIMATELY 470 ACRES OF UNINCORPORATED LAND, REFERRED TO BY THE CITY AS AREA #1 OF THE NORTHEAST ANTIOCH ANNEXATION AREA, WHICH IS GENERALLY LOCATED ADJACENT TO AND/OR IN CLOSE PROXIMITY TO WILBUR AVENUE. THE PROPOSED PREZONING CONSISTS OF PRIMARILY M-2 (HEAVY INDUSTRIAL) ZONING, WITH M-1 (LIGHT INDUSTRIAL) PROPOSED FOR THE UNINCORPORATED AREA SOUTH OF WILBUR AVENUE, AND OS (OPEN SPACE) PROPOSED FOR THE EXISTING ENDANGERED SPECIES PRESERVE LOCATED ON THE NORTH SIDE OF WILBUR AVENUE. A PREVIOUSLY PREPARED MITIGATED NEGATIVE DECLARATION WILL BE UTILIZED TO ADDRESS ANY ENVIRONMENTAL IMPACTS OF THE PROPOSED PREZONING. ON MARCH 7, 2012, THE PLANNING COMMISSION RECOMMENDED TO THE CITY COUNCIL APPROVAL OF THE ORDINANCE TO PREZONE THE APPROXIMATELY 470 ACRES OF UNINCORPORATED LAND, REFERRED TO AS AREA #1 OF THE NORTHEAST ANTIOCH ANNEXATION AREA

Continued to 04/10/12, 5/0

Recommendation: 1) Motion to read the ordinance by title only; and

- 2) Motion to introduce an ordinance to prezone Area #1 of the Northeast Antioch Annexation Area

STAFF REPORT

COUNCIL REGULAR AGENDA

- 4. BILLBOARD PROPOSAL ON CITY-OWNED PROPERTY - DELTA FAIR AND CENTURY BOULEVARDS (APN 074-080-029)

Direct Staff to move forward with Mesa Outdoor's proposal to erect and maintain the billboard on City-owned property, authorize the City Manager to execute an agreement consistent with the terms as outlined in the staff report, 4/1-K

Recommended Action: Motion to provide direction to Staff on the proposal by Mesa Outdoor to erect and maintain a billboard on City-owned property

STAFF REPORT

- 5. AUTHORIZATION TO CAST BALLOTS FOR CITY-OWNED PROPERTIES REGARDING 2012 COMMUNITY CLEAN WATER INITIATIVE

2/2-D and A, K-Abstain

No action; no authority to cast ballots

Recommended Action: Motion to adopt the resolution authorizing the City Manager to cast ballots for City-Owned Properties

STAFF REPORT

- 6. ***CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY***

- A. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Approved, 5/0

Recommended Action: Motion to approve the warrants

STAFF REPORT

- 7. ***CITY OF ANTIOCH AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY***

- A. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

Recommended Action: Motion to approve the warrants

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS – The City Manager indicated that he had authorized an emergency procurement to deal with power outage at Water Treatment Plant

COUNCIL COMMUNICATIONS

ADJOURNMENT To Closed Session – 9:19 p.m. after which the remaining consent calendar item 1D will be considered back in open session

CLOSED SESSIONS (Continued):

- 3) **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.** Significant Exposure to litigation pursuant to subdivision (b) of Section 54956.9: Letter from James H. Colopy of Farella Braun + Martel on behalf of Discovery Builders dated March 13, 2012.
Direction given to Staff
- 4) **PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – This Closed Session is authorized by California Government Code §54957 City Manager.
Nothing to report out
- 5) **PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – This Closed Session is authorized by California Government Code §54957 – City Attorney.
Nothing to report out

RETURN TO OPEN SESSION FROM CLOSED SESSION – 9:52 p.m.

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

1. **COUNCIL CONSENT CALENDAR**

- D. ORDINANCE AMENDING §9-5.4012 OF THE ANTIOCH MUNICIPAL CODE REGARDING SUNSET OF THE RESIDENTIAL DEVELOPMENT ALLOCATION (RDA) PROGRAM *(Introduced 03/13/12)*
Continued to 04/10/12, 5/0

ADJOURNMENT – 9:55 p.m.

ANTIOCH CITY COUNCIL

Regular Meeting
7:00 P.M.

March 13, 2012
Council Chambers

6:30 P.M. - CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR – City designated representatives: Deborah McHenry and Glenn Berkheimer; 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 – ANTICIPATED LITIGATION – Initiation of Litigation pursuant to subdivision (c) of §54956.9 (2 cases).

Mayor Pro Tem Harper called the meeting to order at 7:06 P.M., dedicated in memory of Antioch resident, Charlie Ochoa. City Clerk Skaggs called the roll.

Present: Council Members Kalinowski, Rocha, Agopian and Mayor Pro Tem Harper
Excused: Mayor Davis

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report: #1 Conference with Labor Negotiator – this item was placed on the Consent Calendar for action, #2 Conference with Legal Counsel – Anticipated Litigation – the City Council gave authority to initiate litigation of one case.

City Attorney Nerland suggested Mayor Pro Tem Harper ask for a motion to put Urgency Item L, on the Council Consent Calendar.

On motion by Councilmember Rocha, seconded by Councilmember Agopian, the Council present unanimously placed Urgency Item L on the Council Consent Calendar.

PLEDGE OF ALLEGIANCE

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

Mayor Pro Tem Harper announced Mayor Davis was in Washington D.C., representing the City of Antioch.

PROCLAMATIONS

Doctor's Day, March 30, 2012
100th Anniversary, Girl Scout Week, March 11-17, 2012

On motion by Councilmember Rocha, seconded by Councilmember Kalinowski, the Council present unanimously approved the proclamations.

Councilmember Kalinowski presented the proclamation proclaiming March 30, 2012, as *Doctor's Day* to Dr. Brion Pearson with Sutter Delta, Donald Waters with American Medical Association, and Dina Osakue, Community Relations Director with The Commons at Dallas Ranch, who accepted the proclamation and thanked the City Council for the recognition.

Councilmember Rocha presented the proclamation proclaiming March 11-17, 2012, as *100th Anniversary Girl Scout Week* to several members of the Girl Scouts of America who introduced themselves and announced their rank.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Walter Ruelig, and members of the 4th of July Committee, gave a brief update of their fundraising efforts. Contact information was provided.

Mayor Pro Tem Harper congratulated Mr. Ruelig who won the Chamber of Commerce Lifetime Achievement Award.

Councilmember Agopian thanked the 4th of July Committee for their hard work organizing the event.

PUBLIC COMMENTS

Bernadette Calvert and Dora Hearn, Antioch residents, discussed an incident that occurred which resulted in an arrest, which they felt was unjustified.

Mayor Pro Tem Harper urged Ms. Calvert and Ms. Hearn to discuss this issue with Captain McConnell.

Councilmember Rocha directed Ms. Hearn to seek the assistance of STAND and the International Institute.

Nickole and Andy, Antioch residents, expressed concern regarding the curb cut access on 18th Street near the Antioch library was too narrow and unsafe for wheelchair access.

Mayor Pro Tem Harper directed City Engineer Bernal look into the situation.

Dominic Knight announced April is Autism Awareness Month and requested the City join "Autism Speaks" in celebrating *World Autism Day* on April 2, 2012.

Howard Canari, Brentwood resident, requested BART officials consider moving eBART to the Mococo rail line easement.

Greg Enholm, County Library Commissioner, requested the Council agendaize an item to discuss having Antioch GenOn Gateway Center for Learning participate in a joint-use facility arraignment with the Los Medanos College Brentwood Center/Campus Library.

City Manager Jakel stated he would report back to Council as to the County Library and Community College District's direction was, regarding this matter.

Josh Sullivan, Antioch resident, discussed escalating crime in his neighborhood and an incident which resulted in his vehicle being burglarized.

Mayor Pro Tem Harper encouraged Mr. Sullivan to attend the Town Hall Meeting on March 22, 2012, to receive information on implementing a Neighborhood Watch Program for his neighborhood.

Councilmember Kalinowski stated the City would work through the implementation of retrieving stolen items.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Agopian reported on his attendance at the TRANSPLAN Meeting.

Councilmember Rocha reported on her attendance at the TRANSPLAN Meeting and thanked Councilmember Kalinowski for representing the residents of Antioch.

Councilmember Kalinowski reported on various transportation related issues and spoke to the City's desire to locate future BART extensions further south of the Laurel Road interchange.

MAYOR'S COMMENTS - None

PRESENTATION

Ellen Smith, eBART Project Manager, gave an overhead presentation of the eBART construction progress and next segment study.

Councilmember Agopian thanked Ms. Smith for the presentation and reiterated the City's desire to locate future BART extensions south of Laurel Road and Lone Tree Way.

In response to Mayor Pro Tem Harper, Ms. Smith reviewed the project stabilization agreement as it relates to local hiring.

COUNCIL CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 28, 2012**
- B. APPROVAL OF COUNCIL WARRANTS**
- C. ADOPTION OF AN ORDINANCE 2054 C-S AMENDING TITLE 5 OF THE ANTIOCH MUNICIPAL CODE BY ADDING A NEW CHAPTER 11 PERTAINING TO THE LICENSING PROCEDURES AND REGULATIONS FOR COMPUTER GAMING AND INTERNET ACCESS BUSINESSES (*Introduced on 02/28/12*)**

- D. **ADOPTION OF AN ORDINANCE 2055 C-S AMENDING CHAPTER 15 OF TITLE 8 "FIRE CODE" OF THE ANTIOCH MUNICIPAL CODE, ADOPTING BY REFERENCE ORDINANCE NO. 2010-15 OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AND THE 2010 CALIFORNIA FIRE CODE WITH AMENDMENTS (*Introduced on 02/28/12*)**
- E. **RESOLUTION 2012/15 OF THE CITY COUNCIL OF THE CITY OF ANTIOCH SUPPORTING HEALTHY EATING AND LIVING CHOICES**
- F. **RESOLUTION 2012/16 APPROVING LETTER OF UNDERSTANDING FOR THE ANTIOCH POLICE OFFICERS' ASSOCIATION**
- G. **RESOLUTION 2012/17 ACCEPTING WORK AND AUTHORIZING THE DIRECTOR OF CAPITAL IMPROVEMENTS TO FILE A NOTICE OF COMPLETION FOR THE PUTNAM STREET/CONTRA LOMA BOULEVARD/HILLCREST AVENUE PAVEMENT REHABILITATION (P.W. 392-26)**
- H. **PROPOSED SETTLEMENT WITH J.W. EBERT CORP., FOR THE DOWNTOWN TRUNK SEWER IMPROVEMENTS, PHASE 3 (P.W. 514-S3)**
- I. **FIFTH AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT FOR PROFESSIONAL SERVICES WITH FLOW SCIENCE INCORPORATED**
- J. **CONSIDERATION OF BIDS FOR THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS (P.W. 503-13)**
- K. **RESOLUTION 2012/18 ACCEPTING WORK AND AUTHORIZING THE DIRECTOR OF CAPITAL IMPROVEMENTS TO FILE A NOTICE OF COMPLETION FOR THE HILLCREST AVENUE WIDENING, PHASE II PROJECT (P.W. 276-10)**
- L. **URGENCY ITEM - RESOLUTION 2012/19 ACCEPTING A GRANT IN THE AMOUNT OF \$495,000 FROM THE DEPARTMENT OF BOATING AND WATERWAYS FOR THE IMPROVEMENTS OF THE MARINA BOAT LAUNCHING FACILITY (P.W. 523-16)**

City Attorney Nerland reported the City Council had received a revised recommendation for Item K, which was under consideration. Additionally, she gave a brief explanation of Consent Calendar Item L.

On motion by Councilmember Agopian, seconded by Councilmember Rocha, the Council unanimously approved the Council Consent Calendar with the exception of Items C and E, which were removed for further discussion.

Item C - Councilmember Kalinowski, for the record, explained that this was a regulatory item; however, the City did not have formal notification regarding the legality of the Computer Gaming and Internet Access Businesses. He noted the Item was contrary to what he viewed as legal activity and therefore he would not be supporting the approval of Item C.

City Attorney Nerland gave a brief overview of the ordinance and noted there had been discussions with the District Attorney's and Attorney General's office urging them to provide public and formal guidance to Cities regarding these uses.

Councilmember Agopian voiced his support for regulating these types of businesses through the ordinance.

On motion by Councilmember Rocha, seconded by Councilmember Agopian, the Council approved Item C. The motion carried the following vote:

Ayes: Harper, Rocha, Agopian

Noes: Kalinowski

Item E – Councilmember Rocha gave a brief overview of the healthy living campaign.

On motion by Councilmember Rocha, seconded by Councilmember Kalinowski, the Council unanimously approved Item E.

PUBLIC HEARING

2. RESIDENTIAL DEVELOPMENT ALLOCATION (RDA) ORDINANCE EXTENSION (Z-12-01) THE PLANNING COMMISSION RECOMMENDED ADOPTION OF THE PROPOSED ORDINANCE BY A 6-0 VOTE WITH ONE COMMISSIONER ABSENT ON MARCH 7, 2012

City Attorney Nerland reported the City had received a letter from James Colopy on behalf of Mr. Seeno, which was delivered at 4:55 P.M. today, regarding the extension of the RDA ordinance.

Director of Community Development Wehrmeister presented the staff report dated March 8, 2012, recommending the City Council: 1) Motion to introduce the ordinance by title only; 2) Motion to introduce an ordinance to amend Municipal Code §9-5.4012 in order to extend the sunset date of the Residential Development Allocation Ordinance to May 1, 2013.

Mayor Pro Tem Harper opened the public hearing.

James Colopy, representing Discovery Builders, reviewed concerns as outlined in the letter submitted and dated March 13, 2012.

In response to Councilmember Kalinowski, Mr. Colopy stated his client had a number of projects affected by the RDA process and noted the program did not include standards and rules for developers.

Councilmember Kalinowski stated he was confident staff would come forward with an ordinance that would be appropriate and fit the model other communities use. In the meantime, should someone decide they would want to develop a project in the community, they would need to meet the standards and expectations of the City Council and offset their impact for building in Antioch.

In response to Mayor Pro Tem Harper, staff indicated they would look at the state law issues and motivation behind Mr. Colopy's letter.

On motion by Councilmember Rocha, seconded by Councilmember Kalinowski, the Council unanimously 1) Introduced the ordinance by title only; 2) Introduced an ordinance to amend Municipal Code §9-5.4012 in order to extend the sunset date of the Residential Development Allocation Ordinance to May 1, 2013.

Mayor Pro Tem Harper closed the public hearing.

COUNCIL REGULAR AGENDA

3. MELLO ROOS FUNDING PRIORITIES

Deputy Director of Community Development Graham presented the staff report dated March 1, 2012, recommending the City Council motion to provide recommendations for expending remaining funds.

Councilmember Agopian suggested partnering with a private entity to fund the reader board for the community center.

Councilmember Kalinowski stated if the burrowing owl issue for the open parcel is a concern, staff would need to bring back a policy decision regarding the use of that land.

Director of Community Development Wehrmeister clarified the City is not required to mitigate onsite for the burrowing owls.

Following discussion, City Manger Jakel concluded it was Council direction this evening to conduct a feasibility study for turf/sport fields including a sand volleyball court and hold a meeting with the County Library regarding the expansion of services at the existing center.

On motion by Councilmember Agopian, seconded by Councilmember Kalinowski, the Council made the following recommendations 1) Option #1 - Allocating \$200,000 for the needs at the existing facility and, 2) Conduct a feasibility study for multi-use sports fields and sand volleyball court and, 3) Meet with the County Library regarding the expansion of library services and, 4) Contact the Park District regarding completing the landscaping along the trail fronting Lone Tree Way.

Mayor Pro Tem Harper declared a recess at 8:58 P.M. The meeting reconvened at 9:05 P.M. with all Councilmembers present with the exception of Mayor Davis.

4. NELSON RANCH PARK CONSTRUCTION UPDATE (PW 547-P)

Director of Public Works/City Engineer Bernal presented the staff report dated March 7, 2012, recommending the City Council motion to receive the staff report, public comment and provide staff direction on modifications, if any, to the Nelson Ranch Park.

In response to Councilmember Agopian, Director of Public Works/City Engineer Bernal stated it would cost approximately \$200,000 to remove and rebuild the play area in a different location.

Julie Young, Antioch resident, speaking on behalf of Chris Young, Darlene and William Moore, Stacy Christopher and Shannon Cook and Martin and Mary Penilla, displayed several photos of the park for the City Council. She expressed concern the negative impacts had not been addressed or mitigated. She requested a meeting with a representative of the City Council and staff to discuss possible solutions.

Chris Young added the elevation of the park is several feet higher than the wall, and headlights shine directly into their property. He voiced his support for relocating the shade structures and picnic tables.

Following discussion, the City Council agreed to mitigate the neighbors' concerns by removing the shade structures and picnic tables and increasing the wall across the lots in question. Mayor Pro Tem Harper stated he would have preferred to add lattice work to existing fencing; however, he would support the City Council in their position to replace the masonry wall. Council consensus agreed access to the park should remain open and the tot lot should remain in place.

Councilmember Kalinowski requested the masonry wall be completed prior to park opening to the public and benches be installed adjacent to the play structure.

On motion by Councilmember Kalinowski, seconded by Councilmember Agopian, the Council unanimously directed staff to make the following modifications to the Nelson Ranch Park;

- 300 linear foot of fencing shall be removed and replaced with an approximate 8 foot high masonry wall.
- Both shade structures, picnic tables, and barbeques shall be removed.
- Should there not be consensus among the property owners of the 300 feet, the fencing item would come back to the City Council for authorization of the lattice work to be completed.
- Access to the park shall remain open with a report back to the City Council 45 days after the park opens to the public.

Mayor Pro Tem Harper thanked Ms. Young for bringing the item before the City Council.

Mayor Pro Tem Harper declared a recess at 10:16 P.M. The meeting reconvened at 10:21 P.M. with all Councilmembers present with the exception of Mayor Davis.

5. HARD HOUSE PROPOSAL BY FRIENDS OF ROSWELL BUTLER HARD HOUSE

Economic Development Analyst Nunnally presented the staff report dated March 7, 2012, recommending the City Council motion to provide direction to Staff on the proposal from the Friends of Roswell Butler Hard House regarding their restoration project and ownership of the Property.

David Brink, President of the Friends of the Roswell Butler Hard House, stated they had agreed to start phase one as volunteers and if they met those goals, then the property would be transferred to the Friends of the Roswell Butler Hard House. He commented that if they do not include the tear down of the rear section of the house in the initial phase, there would be no exposure to the City and obtaining the \$5,000,000.00 million insurance policy would be unnecessary.

Elizabeth Rimbault, representing the Friends of the Roswell Butler Hard House, gave a brief history of their efforts to respond to the City's concerns related to the transfer of the property. She commented they would restore the property for the benefit of the community and with volunteers. She requested the City Council take action to adopt an ordinance declaring the property was not a gift of public funds.

Stan Davis, representing the Friends of the Roswell Butler Hard House, gave a brief history of the property and urged the City Council to turn the property over to their organization so they may begin the process of renovating the building for the community.

Marty Fernandez, Antioch resident, suggested if the plans for the property do not materialize, the property come back to the City and stated he did not support the City providing free water for this facility.

Fred Hoskins, Antioch resident, stated the demands of the City Council had been met by the Friends of the Roswell Butler Hard House and he urged them to turn over, with the condition, that if the house cannot be restored, the property would be returned to the City. He noted the Friends had agreed to be liable for the property when it was transferred.

Councilmember Rocha reported she was in favor of turning the property over to the Friends for redevelopment and in doing so; insurance for the project, would become their responsibility.

City Attorney Nerland gave a brief overview of the insurance issue and noted she agreed with the concept that if the property were transferred over to the Friends, they would be liable.

On motion by Councilmember Kalinowski, seconded by Councilmember Rocha, the Council unanimously directed staff to prepare a purchase and sale agreement with the appraisals, resolution, and deed including the following conditions:

- The House should be rehabilitated and restored and not reconstructed.
- The House should be restored to its original footprint and architecture of 1869 (a rear addition would be removed).
- The House should be owned by the newly formed private non-profit. 501 (c) (3) as this would create the highest financial potential of restoring the property.
- The City of Antioch should transfer title of the Hard House and land to the non-profit with the property to be used for public benefit; and, if the non-profit dissolves anytime in the future, the City would have first right of refusal to take the property back and if declined, the City may turn the property over to the Antioch Historical Society or other appropriate non-profit for future protection.

- Attachment C, item #6 – In turning over this property, the City would not be granting a waiver of any water fees.
- Escrow closing costs and subdivision costs would be deposited in escrow as contingencies.
- Subdivision would need to occur prior to escrow closing.
- There would be no access to the property prior to the close of escrow.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Manager Jakel announced the following meeting schedule:

- March 22, 2012 - Town Hall Meeting at the Community Center at Prewett Park
- March 26, 2012 – Joint Meeting Antioch Unified School District/City Council at Antioch High School.

COUNCIL COMMUNICATIONS

Councilmember Rocha reported she had a prior commitment to attend the League of California Cities meeting and would be unable to attend the March 22, 2012, Town Hall Meeting. She announced Charlie Ochoa's Memorial Service would be held at 10:00 P.M. on March 19, 2012, at Holy Rosary Church.

ADJOURNMENT

With no further business, Mayor Pro Tem Harper adjourned the meeting at 11:02 P.M. to the next regular Council meeting on March 27, 2012.

Respectfully submitted:

DENISE SKAGGS, City Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 8 - 21, 2012
 FUND/CHECK#

100 General Fund

Non Departmental

132345 BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	40.24
132358 DELTA DENTAL	PAYROLL DEDUCTIONS	1,278.82
132375 INTERNATIONAL CHRISTIAN MINISTRY	DEPOSIT REFUND	1,429.08

City Council

132412 PERS	COUNCIL PAYMENT	259.78
132439 BANK OF AMERICA	CONFERENCE-AGOPIAN	125.00

City Attorney

132342 BANK OF AMERICA	WEBINAR	50.00
132429 US BANK	COPIER LEASE PAYOFF	51.88
132502 LEXISNEXIS MATTHEW BENDER	ONLINE LEGAL RESEARCH	75.00

City Manager

132384 KARSTE CONSULTING INC	CONSULTING SERVICES	960.00
132429 US BANK	COPIER LEASE PAYOFF	51.88
132439 BANK OF AMERICA	MEETING EXPENSE	58.82
201407 RICKS ON SECOND	MEETING EXPENSE	80.00

City Clerk

132365 EIDEN, KITTY J	MINUTES CLERK	280.00
132429 US BANK	COPIER LEASE PAYOFF	51.88
132479 EIDEN, KITTY J	MINUTES CLERK	308.00

City Treasurer

132368 GARDA CL WEST INC	ARMORED CAR PICK UP	202.30
132482 FEDEX	SHIPPING	18.65
916898 CONLEY, DONNA	VEHICLE ALLOWANCE	350.00

Human Resources

132405 OFFICE MAX INC	OFFICE SUPPLIES	30.58
132429 US BANK	COPIER LEASE PAYOFF	51.88
132534 RGH GROUP, THE	RECRUITMENT REVIEWS	1,200.00

Economic Development

132429 US BANK	COPIER LEASE PAYOFF	51.88
916896 BERNICK, MICHAEL	PROFESSIONAL SERVICES	4,050.00

Finance Administration

132341 BANK OF AMERICA	GFOA SUBSCRIPTION	50.00
132517 OFFICE MAX INC	EMERGENCY SUPPLIES	39.97

Finance Accounting

132341 BANK OF AMERICA	CAFR FY2010/2011	505.00
132405 OFFICE MAX INC	OFFICE SUPPLIES	335.23
132517 OFFICE MAX INC	OFFICE SUPPLIES	159.62

Finance Operations

132426 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	680.00
132427 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00
132429 US BANK	COPIER LEASE PAYOFF	51.88
132537 SEMAPHORE CORP	DISCS	139.56
132551 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	14.00
132552 UNITED STATES POSTAL SERVICE	POSTAGE	10,000.00

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916881 ARATA PRINTING	DECALS	205.68
Non Departmental		
132364 ECIVIS INC	DATABASE LICENSE	3,750.00
132460 CONTRA COSTA NEWS REGISTER	SUBSCRIPTION	105.00
201523 CVS PHARMACY	BUS LIC APP FEE REFUND	30.00
201524 SMITH JANITORIAL SERVICE	BUS LIC APP FEE REFUND	30.00
Public Works Maintenance Administration		
132429 US BANK	COPIER LEASE PAYOFF	51.88
132482 FEDEX	SHIPPING	18.19
Public Works General Maintenance Services		
132429 US BANK	COPIER LEASE PAYOFF	51.88
132447 CENTER FOR HEARING HEALTH INC	HEARING TEST	25.75
132528 QUESADA CHIROPRACTIC	DMV PHYSICAL	75.00
Public Works Street Maintenance		
132333 ANKA BEHAVIORAL HEALTH INC	LITTER REMOVAL	3,808.00
132335 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	9,250.97
132358 DELTA DENTAL	PAYROLL DEDUCTIONS	111.74
132371 HOME DEPOT, THE	SMALL TOOLS	185.79
132447 CENTER FOR HEARING HEALTH INC	HEARING TEST	231.75
132466 CROP PRODUCTION SERVICES INC	HERBICIDE	1,824.02
132500 L SERPA TRUCKING INC	TRUCK RENTAL	2,430.00
Public Works-Signal/Street Lights		
132337 AT AND T MCI	PHONE	565.58
132374 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,958.50
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,442.16
132432 WESCO RECEIVABLES CORP	STREET LIGHTS	8,076.25
Public Works-Striping/Signing		
132334 ANTIOCH AUTO PARTS	BATTERY CHARGER	9.30
132345 BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	10.69
132371 HOME DEPOT, THE	SMALL TOOLS	331.65
132418 SHERWIN WILLIAMS CO	PAINT	507.53
132481 FASTENAL CO	SUPPLIES	17.61
916901 GRAINGER INC	SUPPLIES	92.76
Public Works-Facilities Maintenance		
132325 ACE HARDWARE, ANTIOCH	SUPPLIES	3.40
132337 AT AND T MCI	PHONE	46.31
132371 HOME DEPOT, THE	SUPPLIES	47.94
132374 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	151.61
132407 ORCHARD SUPPLY HARDWARE	SUPPLIES	21.63
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	10,607.80
132447 CENTER FOR HEARING HEALTH INC	HEARING TEST	25.75
132558 WESCO RECEIVABLES CORP	SUPPLIES	290.32
916883 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	172.12
916885 GRAINGER INC	SUPPLIES	178.73
916886 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	2,494.82
916902 HAMMONS SUPPLY COMPANY	SUPPLIES	29.88

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Public Works-Parks Maint

132337 AT AND T MCI	PHONE	79.56
132347 BURGESS, WAYNE	PER DIEM	355.00
132374 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	811.68
132408 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,230.00
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	775.76
132432 WESCO RECEIVABLES CORP	SUPPLIES	7,103.99
132511 MIRACLE PLAY SYSTEMS INC	PLAYGROUND EQUIPMENT	3,675.40
132515 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	165.00
132522 PARK PACIFIC	BALUSTER WALL	1,039.36
132545 STEWARTS TREE SERVICE	TREE REMOVAL	650.00
916904 JOHN DEERE LANDSCAPES ANTIOCH	IRRIGATION CONTROLLER PARTS	9,874.54

Public Works-Median/General Land

132325 ACE HARDWARE, ANTIOCH	PVC UNIONS	34.08
132337 AT AND T MCI	PHONE	148.95
132407 ORCHARD SUPPLY HARDWARE	SUPPLIES	23.23
132408 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	1,140.00
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,371.03
132434 ACE HARDWARE, ANTIOCH	PVC FITTINGS	2.67
132447 CENTER FOR HEARING HEALTH INC	HEARING TEST	128.75
132454 COMMERCIAL MAINTENANCE CHEMICAL	GRAFFITI REMOVER	677.86
132485 FURBER SAW INC	GAS CANS	235.99
132516 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	192.00
916904 JOHN DEERE LANDSCAPES ANTIOCH	IRRIGATION CONTROLLER PARTS	5,079.09

Public Works-Work Alternative

132407 ORCHARD SUPPLY HARDWARE	ROPE	19.03
132485 FURBER SAW INC	TRIMMER STRING	993.70

Police Administration

132355 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	175.00
132360 DIABLO LIVE SCAN	FINGERPRINTING	20.00
132380 JOHNSON, VIRGINIA L	MILEAGE REIMBURSEMENT	42.18
132387 KIRBY POLYGRAPH & INVESTIGATIVE	POLYGRAPH EXAM	300.00
132391 LAMOTHE CLEANERS	DRY CLEANING	7.00
132392 LAW OFFICES OF JONES AND MAYER	LEGAL FEES	2,520.00
132403 NEXTEL SPRINT	CELL PHONE EQUIPMENT	430.19
132405 OFFICE MAX INC	OFFICE SUPPLIES	846.70
132419 SHRED IT INC	SHRED SERVICE	307.20
132423 STATE OF CALIFORNIA	FINGERPRINTING	64.00
132429 US BANK	COPIER LEASE PAYOFF	259.40
132438 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	90.00
132446 CANTANDO, ALLAN J	PER DIEM	248.50
132456 CONCORD UNIFORMS LLC	UNIFORMS	21.64
132465 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	180.00
132475 DIRECT GOV SOURCE	SUPPLIES	1,082.20
132482 FEDEX	SHIPPING	84.02
132486 GALLS INC	SAFETY EQUIPMENT	468.83

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132506 MARRIOTT HOTEL	LODGING-ORMAN	454.76
132507 MARRIOTT HOTEL	LODGING-CANTANDO	454.76
132517 OFFICE MAX INC	OFFICE SUPPLIES	348.60
132520 ORMAN, LEONARD A	PER DIEM	248.50
132531 REACH PROJECT INC	PROGRAM SERVICES	48,175.00
201456 CONTRA COSTA COUNTY	BADGES	48.50
201458 CLEARS, INC.	MEMBER DUES	50.00
916881 ARATA PRINTING	BUSINESS CARDS	97.43
916885 GRAINGER INC	SUPPLIES	147.92
916888 MOBILE MINI LLC	STORAGE CONTAINER RENTAL	106.76
916901 GRAINGER INC	SUPPLIES	284.46
916902 HAMMONS SUPPLY COMPANY	SUPPLIES	71.19
916903 HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	1,935.22
916906 MOBILE MINI LLC	STORAGE CONTAINER RENTAL	208.52
Police Community Policing		
132331 AMEZCUA, CESAR A	MILEAGE REIMBURSEMENT	16.65
132346 BRENTWOOD VETERINARY HOSPITAL	VETERINARY SERVICES	69.15
132370 HARGER, MATTHEW J	DOG ALLOWANCE	150.00
132377 INTOXIMETERS	DRY GAS	205.74
132379 JOANNIDES, JASON M	DOG ALLOWANCE	150.00
132410 PERKINSON, JAMES A	DOG ALLOWANCE	150.00
132430 VALLIERE, CHRISTOPHER J	DOG ALLOWANCE	150.00
132455 COMMERCIAL SUPPORT SERVICES	CAR WASHES	588.00
132512 MOORE K9 SERVICES	K9 TRAINING	500.00
Police Investigations		
132425 THOMSON WEST	ONLINE DATABASE	296.10
132429 US BANK	COPIER LEASE PAYOFF	51.87
132464 COURT SERVICES INC	PRISONER TRANSPORTATION	750.00
Police Communications		
132336 AT AND T MCI	PHONE	655.27
132337 AT AND T MCI	PHONE	1,168.50
132338 AT AND T MOBILITY	HIGH SPEED WIRELESS	437.09
132350 CONTRA COSTA COUNTY	RADIO REPAIR	420.00
132436 AMERICAN TOWER CORPORATION	TOWER RENTAL	216.12
Office Of Emergency Management		
132337 AT AND T MCI	PHONE	296.14
Police Community Volunteers		
132456 CONCORD UNIFORMS LLC	UNIFORMS	76.02
Police Facilities Maintenance		
132326 ACME SECURITY SYSTEMS	BATTERY REPLACEMENT	519.39
132337 AT AND T MCI	PHONE	253.18
132348 CAMALI CORP	MAINTENANCE SERVICE	690.00
132403 NEXTEL SPRINT	CELL PHONE	2,171.43
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	13,659.24
132435 AMERICAN PLUMBING INC	PLUMBING REPAIR	115.00
916886 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4,411.17

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Community Development Administration

132429 US BANK COPIER LEASE PAYOFF 51.88

Community Development Land Planning Services

132440 BANK OF AMERICA CEQA GUIDELINES 82.96

Community Development Neighborhood Improvement

201434 CONTRA COSTA COUNTY LIEN RELEASES 96.00

PW Engineer Land Development

132337 AT AND T MCI PHONE 30.44

132429 US BANK COPIER LEASE PAYOFF 51.88

132440 BANK OF AMERICA MAP ACT 82.98

132487 EMPLOYEE RENEWAL REIMBURSEMENT 130.00

132497 KIMLEY HORN AND ASSOCIATES INC PROFESSIONAL SERVICES 1,935.00

Community Development Building Inspection

132376 INTERNATIONAL CODE COUNCIL MEMBERSHIP DUES 225.00

132402 NATIONAL FIRE PROTECTION ASSOC MEMBER DUES 165.00

132476 EAGLE BUSINESS FORMS INC BUILDING PERMIT FORMS 647.23

Capital Imp. Administration

132405 OFFICE MAX INC OFFICE SUPPLIES 57.15

201159 DS WATERS OF AMERICA WATER 24.03

Community Development Engineering Services

132405 OFFICE MAX INC OFFICE SUPPLIES 23.34

212 CDBG Fund

CDBG

132349 CITY DATA SERVICES CDS REPORTING 675.00

132372 HOUSE, TERI CONSULTANT SERVICES 4,235.00

132385 KENNEDY, JANET CONSULTANT SERVICES 300.00

CDBG NSP

132352 CONTRA COSTA COUNTY NSP REHABILITATION 1,584.65

132369 GOLDFARB AND LIPMAN LLP HABITAT DOCUMENT REVISION 1,010.50

132385 KENNEDY, JANET CONSULTANT SERVICES 1,500.00

213 Gas Tax Fund

Parks & Open Space

132509 MCK SERVICES INC PAVEMENT PROJECT 671,968.78

132546 STORMWATER SPECIALISTS PROFESSIONAL SERVICES 3,305.00

Streets

132394 MARK THOMAS AND CO INC PROFESSIONAL SERVICES 13,363.46

132409 PACIFIC GAS AND ELECTRIC CO ELECTRIC 21,909.72

132482 FEDEX SHIPPING 33.11

214 Animal Control Fund

Animal Control

132362 EAST BAY VETERINARY EMERGENCY VETERINARY SERVICES 118.97

132363 EAST HILLS VETERINARY HOSPITAL VETERINARY SERVICES 1,738.75

132401 MWI VETERINARY SUPPLY CO VETERINARY PHARMACEUTICALS 1,169.29

132403 NEXTEL SPRINT CELL PHONE 40.32

132405 OFFICE MAX INC OFFICE SUPPLIES 16.23

132409 PACIFIC GAS AND ELECTRIC CO ELECTRIC 718.91

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132429 US BANK	COPIER PAYOFF	51.88
132477 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	674.85
132489 HELGEMO-DEVLIN, MONIKA M	EXPENSE REIMBURSEMENT	228.00
132491 HILLS PET NUTRITION	ANIMAL FOOD	450.86
916884 CRYSTAL CLEAR LOGOS INC	UNIFORM SHIRTS	363.38
916886 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	435.75
215 Civic Arts Fund		
Civic Arts		
132429 US BANK	COPIER LEASE PAYOFF	51.88
219 Recreation Fund		
Non Departmental		
132327 ACTIVE NETWORK INC	SAFARI MAINTENANCE & SUPPORT	1,811.25
132396 MCELROY, TONI	DEPOSIT REFUND	300.00
132469 DALLAS RANCH MIDDLE SCHOOL	DEPOSIT REFUND	300.00
132493 HUB INTERNATIONAL OF CA INSURANCE	LIABILITY INSURANCE	1,115.12
132508 MCCRY, AMBER	EVENT REFUND	270.00
132540 SPORTS LEGENDS	DEPOSIT REFUND	500.00
Recreation Admin		
132327 ACTIVE NETWORK INC	SAFARI MAINTENANCE & SUPPORT	350.01
132336 AT AND T MCI	PHONE	62.85
132358 DELTA DENTAL	PAYROLL DEDUCTIONS	105.60
132409 PACIFIC GAS AND ELECTRIC CO	GAS	1,083.02
Senior Programs		
132337 AT AND T MCI	PHONE	93.95
132409 PACIFIC GAS AND ELECTRIC CO	GAS	722.00
916891 ALTURA COMMUNICATION SOLUTIONS	PHONE	317.02
Recreation Classes/Prog		
132327 ACTIVE NETWORK INC	SAFARI MAINTENANCE & SUPPORT	361.24
132381 JUMP BUNCH	CONTRACTOR PAYMENT	168.00
132399 MUIR, ROXANNE	CONTRACTOR PAYMENT	240.72
132416 ROSETE, MICHELE	CLASS REFUND	216.00
132422 STARGAZERS/TRACI MARTIN	CONTRACTOR PAYMENT	833.00
132433 DAY ROA, RENEE	CONTRACTOR PAYMENT	1,770.45
132478 EDUCATION TO GO	CONTRACTOR PAYMENT	249.00
132480 EL CAMPANIL THEATRE PRESERVATION	THEATRE RENTAL	500.00
132510 MILLER, DON	CLASS REFUND	102.00
132517 OFFICE MAX INC	OFFICE SUPPLIES	195.18
132523 PAULIN, JUSTINE	CLASS REFUND	102.00
132536 ROBERTS, NANCY	CONTRACTOR PAYMENT	396.00
201543 FAHED, OMAR	CLASS REFUND	55.00
201544 FRICK, PRISCILLA	CLASS REFUND	24.00
201545 ZAMORA, VALERIE	CLASS REFUND	24.00
201546 RUBIN, GINA	CLASS REFUND	17.00
201547 BETTHANY, EILEEN	CLASS REFUND	24.00
Recreation Camps		
132327 ACTIVE NETWORK INC	SAFARI MAINTENANCE & SUPPORT	149.97

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Recreation Sports Programs

132327 ACTIVE NETWORK INC	SAFARI MAINTENANCE & SUPPORT	350.01
132329 AMERICAN PLUMBING INC	SOFTBALL FEES REFUND	900.00
132386 KIDZ LOVE SOCCER INC	SPORTS FEES	2,814.00
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,071.51
132414 RICO VISUALS	GUIDE COVER	450.00
132420 SPORTS 4 ALL	SOFTBALLS	2,208.30
132473 DIABLO COED SOCCER LEAGUE	RENTAL REFUND	364.00
132484 FIRST SERVICE STRAIGHTLINE	REPAIR SERVICE	400.00

Recreation Teens

132327 ACTIVE NETWORK INC	SAFARI MAINTENANCE & SUPPORT	200.03
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Rec After School/AUSD

132463 COSTCO	SUPPLIES	198.07
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Recreation Special Needs

132327 ACTIVE NETWORK INC	SAFARI MAINTENANCE & SUPPORT	200.03
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Recreation Concessions

132327 ACTIVE NETWORK INC	SAFARI MAINTENANCE & SUPPORT	200.03
132463 COSTCO	SUPPLIES	425.04
132555 US FOODSERVICE INC	CONCESSION SUPPLIES	2,988.15
201378 SMART AND FINAL	SUPPLIES	98.43

Recreation-New Comm Cntr

132328 AMERICAN PLUMBING INC	PLUMBING SERVICES	50.82
132343 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICE	995.00
132360 DIABLO LIVE SCAN	FINGERPRINTING	20.00
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,388.86
132435 AMERICAN PLUMBING INC	PLUMBING SERVICES	162.42
132440 BANK OF AMERICA	SUPPLIES	296.03
132453 COMCAST	CONNECTION SERVICE	1,589.35
132483 FERTADO HEATING AND AIR INC	REPAIR SERVICE	706.60
132492 HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE	2,264.69
132504 LSA ASSOCIATES INC	PROFESSIONAL SERVICES	3,246.17
132505 MARLIES CLEANING SERVICE	CLEANING SERVICE	277.00
132515 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	200.00
132532 REAL PROTECTION INC	SPEAKER ADJUSTMENT	350.00
916894 ARATA PRINTING	BUSINESS CARDS	119.08

221 Asset Forfeiture Fund

Non Departmental

132351 CONTRA COSTA COUNTY	ASSET FORFEITURE	1,244.79
132378 JIMENEZ, CHRIS	PROPERTY RETURN	217.00

229 Pollution Elimination Fund

Channel Maintenance Operation

132325 ACE HARDWARE, ANTIOCH	KEY SET	9.24
132339 ATLANTIS DIVING AND SALVAGE CO	DIVING SERVICES	2,500.00
132359 DEPT OF FISH AND GAME	WEST ANTIOCH CREEK	388.50
132395 MCCAMPBELL ANALYTICAL INC	STORM WATER TESTING	259.20
132447 CENTER FOR HEARING HEALTH INC	HEARING TEST	25.75

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251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

132337 AT AND T MCI	PHONE	63.48
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	605.70
132516 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	96.00
132521 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,295.68

Lonetree Maintenance Zone 2

132337 AT AND T MCI	PHONE	122.99
132408 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	170.00
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	577.96
132521 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,904.00

Lonetree Maintenance Zone 3

132337 AT AND T MCI	PHONE	46.97
132408 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	200.00
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,054.69

Lonetree Maintenance Zone 4

132404 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	825.00
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	287.58

252 Downtown SLLMD Fund

Downtown Maintenance

132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	259.34
132516 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	192.00

253 Almondridge SLLMD Fund

Almondridge Maintenance

132404 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,175.00
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	175.36

254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

132337 AT AND T MCI	PHONE	31.74
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	526.99
132516 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	230.40
132521 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,936.00

Hillcrest Maintenance Zone 2

132337 AT AND T MCI	PHONE	125.82
132408 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	170.00
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	603.84
132516 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	480.00

Hillcrest Maintenance Zone 4

132337 AT AND T MCI	PHONE	92.64
132374 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	187.21
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	509.25
132516 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	153.60

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

132337 AT AND T MCI	PHONE	15.99
132408 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	160.00

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132409	PACIFIC GAS AND ELECTRIC CO	GAS	117.27
132421	STANTON, RICHARD	RV MANAGEMENT SERVICES	236.00
132516	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	230.40
132545	STEWARTS TREE SERVICE	TREE REMOVAL	2,150.00
256 Citywide 2A Maintenance District Fund			
Citywide 2A Maintenance Zone 3			
132409	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	63.12
Citywide 2A Maintenance Zone 4			
132409	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	234.73
Citywide 2A Maintenance Zone 5			
132409	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	320.98
Citywide 2A Maintenance Zone 6			
132408	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	1,040.00
132409	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	182.72
132516	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	192.00
Citywide 2A Maintenance Zone 8			
132409	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	235.32
Citywide 2A Maintenance Zone 9			
132337	AT AND T MCI	PHONE	63.48
132409	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	394.98
132516	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	153.60
Citywide 2A Maintenance Zone10			
132404	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	745.00
132409	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	93.65
257 SLLMD Administration Fund			
SLLMD Administration			
132482	FEDEX	SHIPPING	23.17
916904	JOHN DEERE LANDSCAPES ANTIOCH	IRRIGATION CONTROLLER PARTS	5,661.50
259 East Lone Tree SLLMD Fund			
Zone 1-District 10			
132404	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,200.00
132409	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	151.98
132424	STEWARTS TREE SERVICE	TREE SERVICE	150.00
311 Capital Improvement Fund			
Measure WW			
132384	KARSTE CONSULTING INC	CONSULTING SERVICES	720.00
Streets			
132442	BERT, CARL	SIDEWALK REPAIR	2,326.00
Public Buildings & Facilities			
132384	KARSTE CONSULTING INC	CONSULTING SERVICES	4,320.00
132441	BEALS ALLIANCE INC	DESIGN SERVICE	16,726.61
132530	QUIET RIVER LAND SERVICE INC	SURVEY & MAPPING SERVICE	880.00
312 Prewett Family Park Fund			
Parks & Open Space			
132470	DELTA FENCE CO	FENCE REPAIR	684.00
570 Equipment Maintenance Fund			

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Non Departmental

132494 HUNT AND SONS INC	FUEL	20,335.15
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Equipment Maintenance

132334 ANTIOCH AUTO PARTS	BRAKE ROTORS	313.98
132350 CONTRA COSTA COUNTY	RADIO REPAIR	420.00
132353 CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHER REPLACEMENT	216.45
132354 COP SHOP INSTALLATION INC	K9 CAR BUILD	2,901.40
132361 EAST BAY TIRE CO	TIRES & LABOR	775.74
132400 MUNICIPAL MAINT EQUIPMENT INC	TOOL BOX	1,676.81
132406 ONE 800 RADIATOR	RADIATOR	134.23
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	396.40
132411 PETERSON	BACK UP ALARM	296.43
132417 SCOTTOS AUTO BODY INC	AUTO BODY SHOP SERVICES	3,407.98
132429 US BANK	COPIER LEASE PAYOFF	51.88
132434 ACE HARDWARE, ANTIOCH	PIPE FITTINGS	9.89
132437 ANTIOCH AUTO PARTS	AUTO PARTS STOCK	792.35
132445 CABRAL	WHEEL CYLINDERS	166.38
132447 CENTER FOR HEARING HEALTH INC	HEARING TEST	77.25
132448 CHUCKS BRAKE AND WHEEL SERVICE	BATTERIES	1,196.67
132459 CONTRA COSTA HOSE AND FITTINGS	HYDRAULIC HOSE	264.68
132462 CONTROLLED ENVIRONMENTAL SVCS	NOZZLES & HOSE	1,225.66
132501 LEHR AUTO ELECTRIC	STROBE LIGHTS	137.38
132549 TRED SHED, THE	TIRES	4,869.34
132557 WALNUT CREEK FORD	AUTO PARTS	2,529.57
916889 DAN FARIAS MOBILE SMOKE CHECK	SMOKE TESTS	250.00
916899 EVERGREEN OIL INC	ANTIFREEZE	757.44
916905 KIMBALL MIDWEST	NUTS & BOLTS	290.14
916911 DAN FARIAS MOBILE SMOKE CHECK	SMOKE CHECKS	300.00

573 Information Services Fund

Non Departmental

132341 BANK OF AMERICA	EE COMPUTER PURCHASE	104.04
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Information Services

132337 AT AND T MCI	PHONE	58.42
132431 VERIZON WIRELESS	AIR CARD	45.01

Network Support & PCs

132332 AMS DOT NET INC	TECHNICAL SUPPORT	2,000.00
132337 AT AND T MCI	PHONE	92.54
132439 BANK OF AMERICA	MONITOR	655.81
132451 COMCAST	INTERNET SERVICE	78.27
132452 COMCAST	CONNECTION SERVICE	48.56
132453 COMCAST	CONNECTION SERVICE	1,051.15
132474 DIGITAL SERVICES	WEBSITE MAINTENANCE	2,275.00
132482 FEDEX	SHIPPING	29.21
132529 QUEST MEDIA AND SUPPLIES	ON-CALL NETWORK SUPPORT	700.00
916882 COMPUTERLAND	COMPUTER SUPPLIES	243.56

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 8 - 21, 2012
 FUND/CHECK#

Telephone System

132336 AT AND T MCI	PHONE	162.61
132337 AT AND T MCI	PHONE	2,364.08

Office Equipment Replacement

132332 AMS DOT NET INC	ONSITE ASSESSMENT	1,900.00
132373 HUBB SYSTEMS LLC DATA 911	COMPUTER SUPPLIES	235.50
132490 HEWLETT PACKARD COMPANY	COMPUTER	3,326.25
916882 COMPUTERLAND	PRINTER	1,162.17
916897 COMPUTERLAND	COMPUTER SUPPLIES	2,056.75

579 Post Retirement Medical-Mgmt Fund

Non Departmental

916887 RETIREE	DEC11 CORRECTION-MED AFT RET	286.69
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611 Water Fund

Non Departmental

132344 BISHOP CO	SUPPLIES	1,341.61
132415 ROBERTS AND BRUNE CO	SUPPLIES	1,196.49
132432 WESCO RECEIVABLES CORP	SUPPLIES	147.05
132450 COLE SUPPLY CO INC	SUPPLIES	1,087.97
132517 OFFICE MAX INC	OFFICE SUPPLIES	1,654.93
132535 ROBERTS AND BRUNE CO	SUPPLIES	12,079.28
132544 STATEWIDE SAFETY AND SIGNS INC	SUPPLIES	952.68
916885 GRAINGER INC	SUPPLIES	310.44
916902 HAMMONS SUPPLY COMPANY	SUPPLIES	106.69

Water Production

132325 ACE HARDWARE, ANTIOCH	SUPPLIES	16.75
132336 AT AND T MCI	PHONE	125.72
132337 AT AND T MCI	PHONE	819.15
132383 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	27,264.96
132389 KRUGER INC	REPAIR PARTS	1,048.89
132393 LONE TREE TRUCKING	ROCK	1,742.85
132395 MCCAMPBELL ANALYTICAL INC	RESERVOIR TESTING	28.80
132398 MUIR DIABLO OCCUPATIONAL MEDICINE	RESPIRATORY TESTING	510.00
132405 OFFICE MAX INC	OFFICE SUPPLIES	46.37
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	62,167.67
132413 REINHOLDT ENGINEERING CONSTR	DIESEL TANK INSPECTION	400.00
132415 ROBERTS AND BRUNE CO	SUPPLIES	363.39
132428 UNIVAR USA INC	CAUSTIC	6,986.38
132429 US BANK	COPIER LEASE PAYOFF	51.88
132434 ACE HARDWARE, ANTIOCH	TUBING	115.03
132447 CENTER FOR HEARING HEALTH INC	HEARING TEST	51.50
132461 CONTRA COSTA WATER DISTRICT	UNTREATED WATER SUPPLY	87,774.54
132467 CRWA	MEMBERSHIP DUES	937.00
132482 FEDEX	SHIPPING	32.67
132495 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	239.41
132499 KORALEEN ENTERPRISES	SAMPLING STATIONS	750.03
132517 OFFICE MAX INC	OFFICE SUPPLIES	85.69

Prepared by: Georgina Meek
 Finance Accounting

3/22/2012

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 8 - 21, 2012
 FUND/CHECK#

132525 PETERSON	EQUIPMENT	152,932.35
132527 PUMP REPAIR SERVICE CO	PEERLESS SPLIT CASE PUMP	15,382.33
132535 ROBERTS AND BRUNE CO	FITTINGS	988.44
132539 SPAULDING, ANN B	CONSULTING SERVICES	3,845.39
132547 TELSTAR INSTRUMENTS INC	ELECTRONIC SERVICES	525.00
132551 UNITED PARCEL SERVICE	SHIPPING	28.33
132553 UNIVAR USA INC	CAUSTIC	6,842.61
201512 PAPA	TRAINING-LISTEK	80.00
916880 AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,698.30
916886 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	658.60
916890 AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,243.55
916900 GENERAL CHEMICAL CORP	ALUM	19,167.17
916909 SIERRA CHEMICAL CO	CHLORINE	4,055.37
Water Distribution		
132330 AMERICAN WATER WORKS ASSOC	SPRING CONFERENCE-CHADWICK	335.00
132335 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	25,553.29
132337 AT AND T MCI	PHONE	15.87
132340 BACKFLOW APPARATUS VALVE CO	REPAIR KITS	678.26
132356 CWEA SFBS	MEMBERSHIP RENEWAL-CONNELLY	132.00
132384 KARSTE CONSULTING INC	CONSULTANT SERVICES	720.00
132390 L SERPA TRUCKING INC	TRUCK RENTAL	4,357.80
132407 ORCHARD SUPPLY HARDWARE	COPPER PIPE	43.73
132408 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,785.00
132415 ROBERTS AND BRUNE CO	PIPE & FITTINGS	2,110.40
132429 US BANK	COPIER LEASE PAYOFF	51.88
132447 CENTER FOR HEARING HEALTH INC	HEARING TEST	463.50
132468 CWEA SFBS	RENEWAL-OLSON	132.00
132500 L SERPA TRUCKING INC	TRUCK RENTAL	1,085.40
132513 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	202.18
132517 OFFICE MAX INC	OFFICE SUPPLIES	22.48
132528 QUESADA CHIROPRACTIC	DMV PHYSICAL	75.00
132533 RED WING SHOE STORE	SAFETY SHOES-CHADWICK	209.64
916885 GRAINGER INC	SUPPLIES	396.59
916910 TRENCH PLATE RENTAL CO INC	EQUIPMENT RENTAL	1,402.20
Water Meter Reading		
916895 BADGER METER INC	METERS	13,763.64
Public Buildings & Facilities		
132409 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	319.80
132488 HANSON BRIDGETT LLP	LEGAL SERVICES	3,753.24
Warehouse & Central Stores		
132427 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00
132429 US BANK	COPIER LEASE PAYOFF	51.88
132551 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	14.00
916908 QUENVOLDS	SAFETY SHOES-NOACK	398.90

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
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612 Water Line Expansion Fund

Water Systems

132357 D R LEMINGS CONSTRUCTION	WATER MAIN PROJECT	17,838.58
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621 Sewer Fund

Sewer-Wastewater Collection

132325 ACE HARDWARE, ANTIOCH	SUPPLIES	14.87
132335 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	4,902.23
132337 AT AND T MCI	PHONE	32.11
132397 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	543.97
132447 CENTER FOR HEARING HEALTH INC	HEARING TEST	103.00
132533 RED WING SHOE STORE	SAFETY SHOES-CHALK	209.64
132535 ROBERTS AND BRUNE CO	PIPE & FITTINGS	213.31

Wastewater Collection

132382 JW EBERT CORP	SEWER PROJECT	20,000.00
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631 Marina Fund

Marina Administration

132337 AT AND T MCI	PHONE	64.61
132409 PACIFIC GAS AND ELECTRIC CO	GAS	2,462.75
132447 CENTER FOR HEARING HEALTH INC	HEARING TEST	25.75

Marina Maintenance

132371 HOME DEPOT, THE	SUPPLIES	447.07
132404 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	890.00
132407 ORCHARD SUPPLY HARDWARE	SUPPLIES	48.70
916886 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,355.14

Major Projects

132548 TRANSYSTEMS CORPORATION	PROFESSIONAL SERVICES	441.60
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641 Prewett Water Park Fund

Non Departmental

132327 ACTIVE NETWORK INC	SAFARI MAINTENANCE & SUPPORT	1,811.25
132443 BRAVO, MARCO	DEPOSIT REFUND	300.00
132493 HUB INTERNATIONAL INSURANCE	LIABILITY INSURANCE	146.02

Rec - Prewett Admin

132327 ACTIVE NETWORK INC	SAFARI MAINTENANCE & SUPPORT	261.25
132337 AT AND T MCI	PHONE	45.77
132367 FERGUSON ENTERPRISES INC	CHECK VALVE	528.80
132388 KNORR SYSTEMS INC	CARBON DIOXIDE	768.16
132405 OFFICE MAX INC	OFFICE SUPPLIES	137.70
132435 AMERICAN PLUMBING INC	PLUMBING SERVICES	145.00
132440 BANK OF AMERICA	STAMPER	290.56
132444 BURROR, RUSSELL J	MILEAGE REIMBURSEMENT	39.87
132452 COMCAST	MONTHLY DMX SERVICE	101.87
132492 HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE	394.38
132498 KNORR SYSTEMS INC	CARBON DIOXIDE	495.58
132553 UNIVAR USA INC	CHEMICALS	1,054.04
201433 FERGUSON ENTERPRISES INC	SUPPLIES	6.12

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 8 - 21, 2012
 FUND/CHECK#

Recreation Aquatics

132327 ACTIVE NETWORK INC SAFARI MAINTENANCE & SUPPORT 499.98

Recreation Water Park

132327 ACTIVE NETWORK INC SAFARI MAINTENANCE & SUPPORT 499.98
 201379 SMART AND FINAL SUPPLIES 33.33

Recreation Community Cnter

132327 ACTIVE NETWORK INC SAFARI MAINTENANCE & SUPPORT 499.98

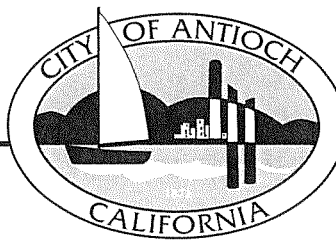
Rec Prewett Concessions

132327 ACTIVE NETWORK INC SAFARI MAINTENANCE & SUPPORT 49.99
 132337 AT AND T MCI PHONE 45.99

721 Employee Benefits Fund

Non Departmental

132345 BLUE SHIELD LIFE PAYROLL DEDUCTIONS 1,839.04
 132358 DELTA DENTAL PAYROLL DEDUCTIONS 25,641.95
 132412 PERS PAYROLL DEDUCTIONS 278,633.89
 132449 CLAYTON FITNESS CENTER PAYROLL DEDUCTIONS 34.00
 132457 CONTRA COSTA COUNTY PAYROLL DEDUCTIONS 400.00
 132458 CONTRA COSTA COUNTY PAYROLL DEDUCTIONS 50.00
 132471 DELTA PARK ATHLETIC CLUB PAYROLL DEDUCTIONS 74.00
 132472 DELTA VALLEY ATHLETIC CLUB PAYROLL DEDUCTIONS 54.00
 132496 IN SHAPE HEALTH CLUBS PAYROLL DEDUCTIONS 1,124.00
 132503 LINA PAYROLL DEDUCTIONS 4,507.44
 132514 MUNICIPAL POOLING AUTHORITY PAYROLL DEDUCTIONS 2,263.99
 132518 OPERATING ENGINEERS LOCAL NO 3 PAYROLL DEDUCTIONS 2,080.00
 132519 OPERATING ENGINEERS LOCAL NO 3 PAYROLL DEDUCTIONS 569.91
 132524 PERS LONG TERM CARE PAYROLL DEDUCTIONS 92.66
 132526 PUBLIC EMPLOYEES UNION LOCAL 1 PAYROLL DEDUCTIONS 2,147.35
 132538 SOLAR SWIM AND GYM PAYROLL DEDUCTIONS 27.00
 132541 STANDARD LIFE INSURANCE PAYROLL DEDUCTIONS 589.30
 132542 STATE OF CALIFORNIA PAYROLL DEDUCTIONS 140.88
 132543 STATE OF FLORIDA DISBURSE UNIT PAYROLL DEDUCTIONS 150.00
 132550 UNION BANK OF CALIF PAYROLL DEDUCTIONS 4,405.94
 132554 US DEPT OF EDUCATION PAYROLL DEDUCTIONS 229.15
 132556 VANTAGEPOINT TRANSFER AGENTS PAYROLL DEDUCTIONS 1,687.48
 132559 XTREME FITNESS PAYROLL DEDUCTIONS 169.50
 132560 EMPLOYEE DIRECT DEPOSIT REPLACEMENT 3,743.07
 916892 ANTIOCH PD SWORN MGMT ASSOC PAYROLL DEDUCTIONS 600.00
 916893 APOA PAYROLL DEDUCTIONS 11,561.67
 916907 NATIONWIDE RETIREMENT SOLUTIONS PAYROLL DEDUCTIONS 44,308.94



STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF MARCH 27, 2012

SUBMITTED BY: Donna Conley, City Treasurer

DATE: March 21, 2012

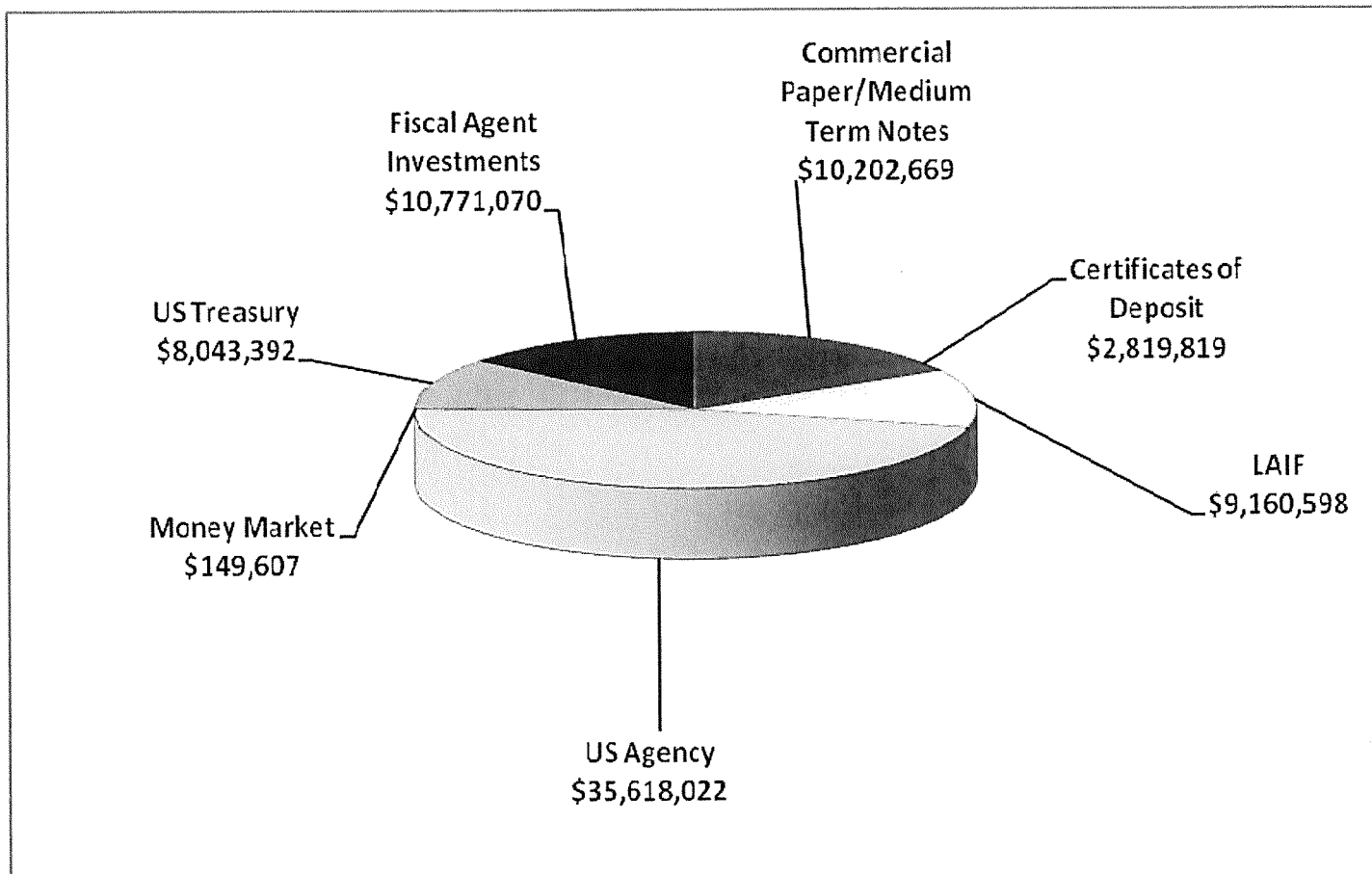
SUBJECT: Treasurer's Report – FEBRUARY 2012

RECOMMENDATION: Review and file.

C
3-27-2012

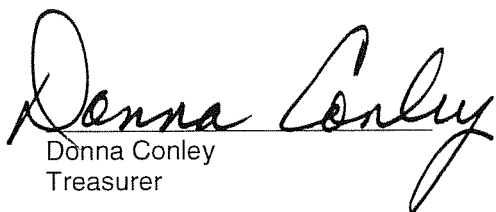
CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

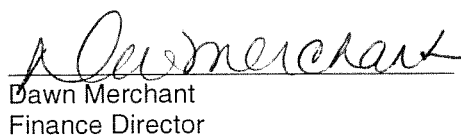
FEBRUARY 29, 2012



Total of City and Fiscal Agent Investments = \$76,765,177

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


Donna Conley
Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2003 Water Revenue Bonds	1,291,551
Antioch Public Financing Authority 2002 Lease Revenue Bonds	8,755
Antioch Public Financing Authority 1998 Reassessment Revenue Bonds	8,630,632
Antioch Development Agency 2009 Tax Allocation Bonds	324,522
Antioch Development Agency 2000 Tax Allocation Bonds	83,019
ABAG Lease Revenue Bonds	<u>432,592</u>
	<u><u>\$10,771,070</u></u>



Managed Account Issuer Summary

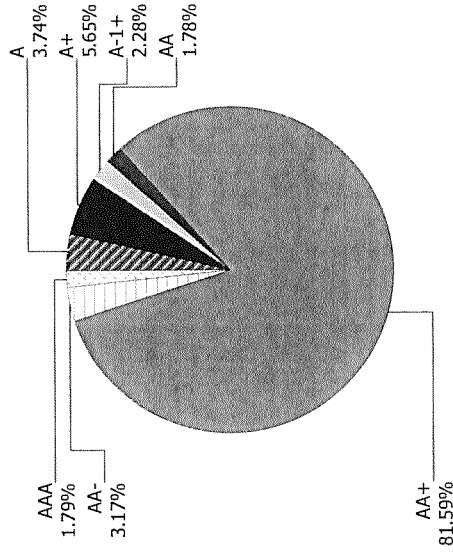
For the Month Ending February 29, 2012

CITY OF ANTIOCH, CA - 04380500

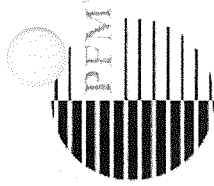
Issuer Summary

Issuer	Market Value of Holdings	Percent
BANK OF NEW YORK	1,040,703.88	1.83
BERKSHIRE HATHAWAY INC	860,658.20	1.51
CATERPILLAR INC	533,528.08	0.94
DEERE & COMPANY	509,287.00	0.90
FANNIE MAE	18,662,049.69	32.85
FEDERAL HOME LOAN BANKS	5,104,204.73	8.98
FREDDIE MAC	11,451,317.31	20.16
GENERAL ELECTRIC CO	2,224,447.11	3.91
IBM CORP	1,129,973.27	1.99
JOHNSON & JOHNSON	1,017,438.00	1.79
JP MORGAN CHASE & CO	1,084,380.44	1.91
PROCTER & GAMBLE CO	501,912.50	0.88
ROYAL BANK OF CANADA	1,298,152.47	2.28
SAN FRANCISCO CALIF CITY & CNTY (AMBAC)	598,563.30	1.05
UNITED STATES TREASURY	8,052,841.88	14.18
WAL-MART STORES INC	415,410.12	0.73
WELLS FARGO & COMPANY	1,035,084.00	1.82
WESTPAC BANKING CORP NY	1,300,000.00	2.29
Total	\$56,819,951.98	100.00%

Credit Quality (S&P Ratings)



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending February 29, 2012

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note												
FHLMC GLOBAL REFERENCE NOTES	3137EAB17	3137EAB17	575,000.00	AA+	Aaa	03/19/10	03/22/10	604,854.00	1.81	5,143.06	586,864.34	598,136.28
DTD 03/14/2008 3.500% 05/29/2013												
FNMA NOTES	3135G0BR3	3135G0BR3	2,980,000.00	AA+	Aaa	11/16/11	11/17/11	2,983,129.00	0.44	910.56	2,982,609.05	2,987,753.96
DTD 06/17/2011 0.500% 08/09/2013												
FNMA NOTES	31398AX31	31398AX31	2,500,000.00	AA+	Aaa	03/31/11	03/31/11	2,511,400.00	1.06	954.86	2,507,058.45	2,532,777.50
DTD 07/09/2010 1.250% 08/20/2013												
FHLB GLOBAL NOTES	313374Y61	313374Y61	2,075,000.00	AA+	Aaa	07/20/11	07/21/11	2,072,115.75	0.57	86.46	2,072,949.61	2,080,276.73
DTD 07/21/2011 0.500% 08/28/2013												
FNMA NOTES (CALLABLE)	3135G0DE0	3135G0DE0	2,300,000.00	AA+	Aaa	09/01/11	09/19/11	2,300,000.00	0.50	5,175.00	2,300,000.00	2,299,843.60
DTD 09/19/2011 0.500% 09/19/2013												
FANNIE MAE GLOBAL NOTES	31398A2S0	31398A2S0	1,825,000.00	AA+	Aaa	03/02/11	03/03/11	1,820,182.00	1.11	8,009.72	1,822,042.53	1,843,111.30
DTD 08/06/2010 1.000% 09/23/2013												
FREDDIE MAC GLOBAL NOTES	3134G23H3	3134G23H3	1,845,000.00	AA+	Aaa	10/20/11	10/21/11	1,844,372.70	0.52	3,356.88	1,844,486.41	1,845,143.91
DTD 10/20/2011 0.500% 10/15/2013												
FNMA GLOBAL BENCHMARK NOTES	31359MTG8	31359MTG8	2,775,000.00	AA+	Aaa	07/29/11	08/03/11	3,020,687.40	0.57	48,485.42	2,956,462.22	2,967,063.30
DTD 09/26/2003 4.625% 10/15/2013												
FNMA GLOBAL NOTES	3135G0AP8	3135G0AP8	1,900,000.00	AA+	Aaa	03/17/11	03/18/11	1,903,876.00	1.18	263.89	1,902,637.66	1,935,412.20
DTD 02/01/2011 1.250% 02/27/2014												
FNMA GLOBAL NOTES	3135G0AP8	3135G0AP8	3,450,000.00	AA+	Aaa	11/28/11	11/30/11	3,499,990.50	0.60	479.17	3,494,393.63	3,514,301.10
DTD 02/01/2011 1.250% 02/27/2014												
FNMA NOTES	3135G0BY8	3135G0BY8	575,000.00	AA+	Aaa	09/29/11	09/30/11	578,588.00	0.66	41.93	578,075.75	581,786.73
DTD 07/18/2011 0.875% 08/28/2014												
FHLMC NOTES	3134G2VJ5	3134G2VJ5	1,600,000.00	AA+	Aaa	09/20/11	09/21/11	1,597,863.68	0.55	3,600.00	1,598,178.66	1,599,691.20
DTD 08/12/2011 0.500% 09/19/2014												
FREDDIE MAC GLOBAL NOTES	3134G2WG3	3134G2WG3	910,000.00	AA+	Aaa	09/28/11	09/30/11	911,820.00	0.68	3,014.38	911,566.00	915,571.93
DTD 08/05/2011 0.750% 09/22/2014												
FREDDIE MAC GLOBAL NOTES	3134G2WG3	3134G2WG3	2,450,000.00	AA+	Aaa	08/30/11	08/31/11	2,462,838.00	0.58	8,115.63	2,460,753.49	2,465,001.35
DTD 08/05/2011 0.750% 09/22/2014												





Managed Account Detail of Securities Held

For the Month Ending February 29, 2012

CITY OF ANTIOCH, CA - 04380500

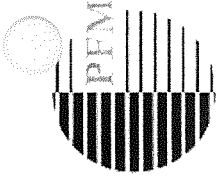
Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BERKSHIRE HATHAWAY INC (FLOATING)		084670BA5	AA+	Aa2	08/10/11	08/15/11	850,000.00	0.98	425.92	850,000.00	860,658.20
NOTES											
DTD 08/15/2011 1.203% 08/15/2014											
GENERAL ELEC CAP CORP GLOBAL NOTES		36962G5M2	AA+	Aa2	01/04/12	01/09/12	1,113,840.40	2.19	3,462.69	1,113,894.72	1,143,895.23
DTD 01/09/2012 2.150% 01/09/2015											
IBM CORP GLOBAL NOTES		459200HB0	A+	Aa3	02/01/12	02/06/12	303,508.55	0.72	116.49	303,542.77	303,504.59
DTD 02/06/2012 0.550% 02/06/2015											
BANK OF NEW YORK MELLON (CALLABLE)		06406HCC1	A+	Aa2	02/13/12	02/21/12	374,658.75	1.23	125.00	374,661.86	375,317.63
NOTES											
DTD 02/21/2012 1.200% 02/20/2015											
Security Type Sub-Total							10,238,102.73	1.50	36,578.32	10,202,669.01	10,352,822.60

Certificate of Deposit											
ROYAL BANK OF CANADA NY CERT DEPOS		78009NDY9	A-1+	P-1	02/08/12	02/10/12	1,300,000.00	0.49	353.89	1,300,000.00	1,298,152.47
DTD 02/10/2012 0.490% 02/08/2013											
WESTPAC BANKING CORP NY (FLOAT) CD		9612ITLT3	AA-	Aa2	02/14/12	02/16/12	1,300,000.00	1.47	731.84	1,300,000.00	1,300,000.00
DTD 02/16/2012 1.448% 02/14/2014											
Security Type Sub-Total							2,600,000.00	0.98	1,085.73	2,600,000.00	2,598,152.47

Managed Account Sub-Total							56,608,796.99	0.86	181,560.24	56,464,083.01	56,819,951.98
Securities Sub-Total							\$56,608,796.99	0.86%	\$181,560.24	\$56,464,083.01	\$56,819,951.98
Accrued Interest											\$181,560.24
Total Investments											\$57,001,512.22



PPM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending February 29, 2012

CITY OF ANTIOCH, CA - 04380500

Transaction Type Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY									
02/01/12 02/06/12	IBM CORP GLOBAL NOTES DTD 02/06/2012 0.550% 02/06/2015	459200HB0	305,000.00	(303,508.55)	0.00	(303,508.55)			
02/08/12 02/10/12	ROYAL BANK OF CANADA NY CERT DEPOS DTD 02/10/2012 0.490% 02/08/2013	78009NDY9	1,300,000.00	(1,300,000.00)	0.00	(1,300,000.00)			
02/13/12 02/21/12	BANK OF NEW YORK MELLON (CALLABLE) NOTES DTD 02/21/2012 1.200% 02/20/2015	06406HCC1	375,000.00	(374,658.75)	0.00	(374,658.75)			
02/14/12 02/16/12	WESTPAC BANKING CORP NY (FLOAT) CD DTD 02/16/2012 1.448% 02/14/2014	96121TLT3	1,300,000.00	(1,300,000.00)	0.00	(1,300,000.00)			
02/22/12 02/27/12	US TREASURY N/B DTD 02/15/2012 0.250% 02/15/2015	912828SE1	1,500,000.00	(1,492,207.03)	(123.63)	(1,492,330.66)			

Transaction Type Sub-Total

4,780,000.00 (4,770,374.33) (123.63) (4,770,497.96)

INTEREST

02/01/12 02/01/12	GENERAL ELECTRIC CAPITAL CORP (FLOAT) NT DTD 11/01/2006 0.677% 11/01/2012	36962GZ49	1,080,000.00	0.00	1,544.05	1,544.05			
02/01/12 02/01/12	MONEY MARKET FUND	MONEY0002	0.00	0.00	2.29	2.29			
02/09/12 02/09/12	FNMA NOTES DTD 06/17/2011 0.500% 08/09/2013	3135G0BR3	2,980,000.00	0.00	7,450.00	7,450.00			
02/15/12 02/15/12	BERKSHIRE HATHAWAY INC (FLOATING) NOTES DTD 08/15/2011 1.203% 08/15/2014	084670BA5	850,000.00	0.00	2,513.74	2,513.74			
02/15/12 02/15/12	PROCTER & GAMBLE CO CORP NOTES DTD 08/15/2011 0.700% 08/15/2014	742718DU0	500,000.00	0.00	1,750.00	1,750.00			
02/20/12 02/20/12	FNMA NOTES DTD 07/09/2010 1.250% 08/20/2013	31398AX31	2,500,000.00	0.00	15,625.00	15,625.00			



PFM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending February 29, 2012

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
			Managed Account Sub-Total			15,582.27	102,751.40	118,333.67	1,288.08	13,563.18	
			Total Security Transactions			\$15,582.27	\$102,751.40	\$118,333.67	\$1,288.08	\$13,563.18	



PFM Asset Management LLC

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF MARCH 27, 2012**

Prepared by: Mindy Gentry, Senior Planner

Approved by: Tina Wehrmeister, Director of Community Development 

Date: March 22, 2012

Subject: RDA Ordinance Extension (Z-12-01)

RECOMMENDATION

It is recommended the City Council adopt the attached ordinance to amend Municipal Code Section 9-5.4012 in order to extend the sunset date of the Residential Development Allocation Ordinance to May 1, 2013.

BACKGROUND INFORMATION

The ordinance was introduced by the Council on March 13, 2012. The Council made no changes to the ordinance at this meeting.

ENVIRONMENTAL

Pursuant to CEQA Statutes Section 15061(b) (3) the RDA Ordinance extension is exempt because there is no possibility that the extension of the ordinance for one year will have a significant effect on the environment.

FINANCIAL IMPACT

None.

OPTIONS

The recommended action is consistent with the City Council's introduction of the ordinance on March 13, 2012.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ANTIOCH AMENDING SECTION 9-5.4012 OF THE ANTIOCH MUNICIPAL CODE REGARDING SUNSET OF THE RESIDENTIAL DEVELOPMENT ALLOCATION PROGRAM ORDINANCE

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

SECTION 1. Recitals and Findings (not to be codified). Section 9-5.4012 of the Antioch Municipal Code provides that the Residential Development Allocation Program Ordinance (“RDA Ordinance”) will sunset on May 1, 2012 unless the City Council adopts an ordinance to re-enact or amend it. This sunset provision was added to the ordinance in 2005 and was not part of the original ordinance. On December 8, 2009, the City Council adopted a resolution of intention to initiate an amendment to the RDA Ordinance in order to continue to phase the rate of residential growth in the City consistent with Measure U due to on-going factors such as: infrastructure and public facility needs including but not limited to highway improvements, school capacity and police services; provision of housing opportunities for all economic segments of the community; requirement to meet regional housing allocation numbers; and desire to encourage reinvestment in older neighborhoods. On January 26, 2010, the City Council provided further direction to staff regarding an amendment to the RDA Ordinance particularly as to development impact fees and growth metering and directed that staff work with the existing RDA Subcommittee to further discuss issues and draft amendments to the RDA Ordinance. On March 3, 2010, the City Council approved an extension of the sunset date of the RDA Ordinance to May 1, 2011 and on March 22, 2011 the City Council again extended the sunset date to May 1, 2012. However, due to timing constraints and limited staff resources, additional time will be needed for this effort, so the City Council finds that it is appropriate to extend the sunset date of the RDA Ordinance by 12 months to May 1, 2013.

SECTION 2. Amendment to the Municipal Code. Section 9-5.4012 is amended to read as follows:

§9-5.4012 SUNSET OF ARTICLE.

This article shall have no further validity or effectiveness following May 1, 2013. At that time, the City Council shall re-examine the factors leading to the adoption of this article, as specified in Sections 9-5.4002 and 9-5.4004. If such factors continue to exist at that time, the Council may adopt an ordinance re-enacting and/or amending this article.

SECTION 3. CEQA. This Ordinance amendment is subject to the CEQA exemption contained in CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. The environmental review for the RDA Ordinance was a Mitigated Negative Declaration filed in 2002. The RDA Ordinance was subsequently incorporated into the General Plan’s Growth Management Element with environmental review pursuant to an Environmental

Impact Report dated 2003. Neither the original RDA ordinance nor the General Plan contained the sunset clause, so there are no changes or additions necessary to either the Mitigated Negative Declaration for the RDA Ordinance or to the EIR for the General Plan. Further, extending for one year the sunset clause subsequently added to the RDA ordinance is not a substantial change to the RDA ordinance that would require major revisions to the General Plan EIR or additional environmental review pursuant to the Mitigated Negative Declaration for the original RDA Ordinance. In addition, there have not been substantial changes in circumstances or new information that would require a subsequent EIR.

SECTION 4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 5. Effective Date. This Ordinance shall take effect thirty (30) days after adoption as provided by Government Code Section 36937.

SECTION 6. Publication; Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at adjourned regular meeting of the City Council of the City of Antioch held on the 13th day of March 2012 and passed and adopted at a regular meeting thereof, held on 27th day of March 2012, by the following vote:

AYES:

NOES:

ABSENT:

James D. Davis, Mayor of the City of Antioch

ATTEST:

Denise Skaggs, City Clerk of the City of Antioch

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF MARCH 27, 2012**

From: Lynn Tracy Nerland, City Attorney



Date: March 21, 2011

Subject: **Appointments by the Mayor to the Oversight Board for the City of Antioch as Successor Agency to the Antioch Development Agency**

ACTION: Under the Redevelopment Dissolution Act, the mayor of each city with a former redevelopment agency is given the authority to appoint two members to the Oversight Board to oversee the winding down of the redevelopment obligations by the Successor Agency, with one member representing the employees of the former redevelopment agency. Mayor Davis has indicated that he is appointing Brian Kalinowski and Tina Wehrmeister. Motion to receive and file the report.

BACKGROUND:

Dissolution of Antioch Development Agency

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. Thus, all redevelopment agencies in California were dissolved on February 1, 2012.

Successor Agency

Under the Dissolution Act, the Successor Agency, subject to an Oversight Board, will be responsible for winding down the operations of the Antioch Development Agency. On January 24, 2012, the City Council opted to be the Successor Agency to the Antioch Development Agency and to act as the Housing Successor to the Antioch Development Agency. 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.



03/27/12

The Successor Housing Agency takes over the existing housing functions of the former Antioch Development Agency, including grants and loans to low-income housing developments and to first-time homebuyers that have already been provided.

The City, as Successor Agency to the Antioch Development Agency, prepared a Recognized Obligation Payment Schedule (ROPS) by March 1, 2012. This will become a permanent schedule of obligations used by the County Auditor-Controller to allocate property tax increment to the City to pay the obligations listed on the ROPS. The ROPS is subject to the approval of the County Auditor-Controller, State Controller, State Department of Finance and the Oversight Board. The ROPS must be updated twice a year to reflect six months of payments due until all obligations are paid; therefore, the ROPS will be updated to reflect payments due from July 1 – December 31, 2012, etc.

Oversight Board

Under the Dissolution Act (Cal. Health and Safety Code section 34179), each successor agency has an Oversight Board of seven members appointed by the entities listed below. The City sent letters to these entities indicating that the Dissolution Act requires the formation of the Oversight Board by May 1, 2012 (although inconsistencies in the Dissolution Act suggest that the Oversight Board should to be formed earlier given payment timing). The following appointments to the Oversight Board have been made:

- One member appointed by the county board of supervisors – *no appointment yet*
- One member appointed by the mayor of the city that formed the redevelopment agency – *Mayor Davis has indicated that he has appointed Brian Kalinowski (as an individual regardless of whether he is serving on the City Council)*
- One member appointed by the largest special district, by property tax share, within the territory of the former redevelopment agency – *The Contra Costa Fire District Board (Board of Supervisors) have not made this appointment yet*
- One member appointed by the county superintendent of schools – *Tim Forrester, Associate Superintendent of Antioch Unified School District, has been appointed*
- One member appointed by the Chancellor of the California Community College – *Student Trustee Francisco Hinojosa has been appointed*
- One member of the public appointed by the county board of supervisors – *no appointment yet*
- One member appointed by the mayor representing the employees of the former redevelopment agency – *Mayor Davis has indicated that he has appointed Tina Wehrmeister, Community Development Director*

Pursuant to the Dissolution Act, the Oversight Board is subject to the Brown Act, Public Records Act and Political Reform Act. The Oversight Board “may direct staff of the successor agency to perform work in furtherance of the oversight board’s duties and responsibilities” Oversight Boards have “fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues.” The Dissolution Act lists those actions by successor agencies that require the approval of the Oversight Board (Cal. Health and Safety Code section 34180):

- Establishment of new repayment terms for outstanding loans
- Refunding of outstanding bonds or other debts
- Setting aside of amounts of reserves required by bonds
- Merging project areas
- Continuing acceptable of federal or state grants
- Retention of properties for future development
- Establishment of a Recognized Obligation Payment Schedule
- Agreement between the Successor Agency and the City
- Agreement to pledge property tax revenues

The Dissolution Act (Cal. Health and Safety Code Section 34181) also provides that the oversight board shall direct the successor agency to dispose of all assets and properties of the former redevelopment agency; terminate agreements that do not qualify as enforceable obligations; transfer housing responsibilities; terminate any agreement by which the redevelopment agency provides funding for debt service for another public entity’s obligations for construction or operation of facilities if in the best interests of the taxing entities; and determine whether agreements between the former redevelopment agency and private parties should be terminated or renegotiated.

FINANCIAL IMPACT

Under the Dissolution Act, the successor agency shall pay for all of the costs of the meetings of the Oversight Board and may include such costs in its administrative budget. Oversight Board members serve without compensation or reimbursement for expenses.

OPTIONS

No options are presented as this is an informational item.

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF MARCH 27, 2012**

FROM: Ron Bernal, Director of Public Works/City Engineer *REB*
PREPARED BY: Ahmed Abu-Aly, Associate Civil Engineer *AA*
DATE: March 21, 2012
SUBJECT: Resolution Approving the Allocation of Proposition 1B Bond Funding for the Deer Valley Road and Davison Drive Pavement Rehabilitation Project, (P.W. 392-28)

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the second allocation of the 2009/10 Proposition 1B Bond funding for the Deer Valley Road and Davison Drive Pavement Rehabilitation Project.

BACKGROUND INFORMATION

Proposition 1B (Prop 1B) provided \$19.925 billion in bond funds for a variety of transportation priorities, including \$2 billion for cities and counties to fund maintenance and improvement of local transportation facilities. The first allocation of Prop1B Bond funds for the City of Antioch was used to complete the pavement reconstruction on Delta Fair Boulevard from Somersville Road to the west city limit.

The second allocation of bond funds to the City is in the amount of \$1,488,864. Staff recommends these funds to be used for pavement rehabilitation on Deer Valley Road from Lone Tree Way to Mammoth Drive and on Davison Drive from Hillcrest Avenue to Lone Tree Way. The project will also include upgrading the handicapped ramps along these roadway segments to meet the current ADA standards.

FINANCIAL IMPACT

The cost estimate of the Deer Valley Road and Davison Drive Pavement Rehabilitation Project is \$2,000,000. The project is proposed to be funded as follows: \$1,488,864 from Prop 1B Bond Funds and \$511,136 from Gas Tax Funds.

OPTIONS

No options are suggested at this time.

ATTACHMENTS

None

RESOLUTION NO. 2012/**

**APPROVING THE ALLOCATION OF 2009/10 PROPOSITION 1B BOND
FUNDING FOR THE DEER VALLEY ROAD AND DAVISON DRIVE
PAVEMENT REHABILITATION PROJECT
(P.W. 392-28)**

WHEREAS, the City of Antioch desires to submit a request to Caltrans for the allocation of the 2009/10 Proposition 1B funds to be used for the Deer Valley Road and Davison Drive Pavement Rehabilitation project now, therefore, be it

RESOLVED, that the City of Antioch declares that the City's Five Year Capital Improvement Program includes the Deer Valley Road and Davison Drive Pavement Rehabilitation project and will utilize funding from the allocation of Proposition 1B and funds from Gas Tax to complete the project.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 27th day of March, 2012 by the following vote:



AYES:

NOES:

ABSENT:

Denise Skaggs, City Clerk

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF MARCH 27, 2012**

Prepared by: Brian Nunnally, Economic Development Analyst 
Approved by: Jim Jakel, City Manager 
Date: March 22, 2012
Subject: Commercial Code Enforcement/Shop Antioch Subcommittee
Abandoned Shopping Carts Letter

RECOMMENDATION

It is recommended that the Council approve the Abandoned Shopping Carts letter to businesses.

BACKGROUND INFORMATION

In response to an Antioch Chamber of Commerce request to address the issue of abandoned shopping carts at the September 27, 2011 Council Meeting, the Council appointed Mayor Davis and Councilmember Agopian, along with two members of the Economic Development Commission and two Chamber representatives, to the Commercial Code Enforcement/Shop Antioch subcommittee. Based on the subcommittee meetings, Staff drafted a letter to be sent to those local businesses that make shopping carts available to their customers and presented the draft letter for Council approval at the February 28, 2012 Council meeting; at the meeting, Council requested that the letter be revised and Councilmember Agopian provided the revised letter, which is included as Attachment B.

FINANCIAL IMPACT

None.

OPTIONS

- Approve dissemination of the letter
- Do not approve dissemination of the letter
- Provide other direction to Staff

ATTACHMENTS

A: First draft of the Abandoned Shopping Carts letter
B: Second draft of the Abandoned Shopping Carts letter



Date

Dear Business Name,

As both a cost savings measure for business name and an opportunity to reduce the perception of blight in the Antioch community that serves as your customer base, the City of Antioch is seeking your voluntary assistance with an effort to address the number of abandoned shopping carts that are being left around the city. While this issue is certainly not unique to business name, nor to the City of Antioch, what is unique is the City of Antioch's effort at engaging businesses on a voluntary basis to help address this problem before it grows any worse.

Specifically, the request is that any business that makes shopping carts available to its customers commit to a 48-hour pickup of any shopping carts it owns that have been abandoned outside of its parking lot. The City of Antioch believes this makes business sense and enhances the appearance of our community.

The City of Antioch, and most importantly, the citizens of Antioch thank you in advance for your cooperation and vigilance in this matter.

Should you have any questions, please do not hesitate to contact me at bnunnally@ci.antioch.ca.us or by phone at (925) 779-6168.

Thank you,

Brian Nunnally

Economic Development

City of Antioch

March 14, 2012

Dear _____,

Thank you for serving the residents of Antioch and the greater eastern Contra Costa County region. We appreciate your efforts to deliver merchandise and services that meet the needs of your customers. We know that keeping your costs down, prices competitive and being good corporate citizens enhances your image, brand and profitability.

In recent years, the Chamber of Commerce and the City of Antioch have been getting complaints regarding the proliferation of abandoned shopping carts through out the city. Increasingly, this has contributed with other blight issues to severely diminish the image of our city. We have decided we have to tackle these issues together. The end result will a better place to live, shop and do business.

To these ends, we are asking you to begin or continue utilizing whatever measures are at your disposal to retain shopping carts on your premises to serve your customers and eliminate the number of abandoned shopping carts through out our city. Some of these voluntary measures can include passive and active shopping cart systems that lock up the cart when it leaves your immediate store area. Some stores are successfully using these systems and have seen dramatic reductions in shopping cart loss.

Other stores have enhanced security, installed cameras, do more frequent sweeps of their lots and utilize a cart retrieval service. The California Grocers Association sponsors a cart retrieval service that will pick up your carts and return them to your store for a very LOW cost per cart. They will do regular sweeps of the city and are "on call" to the public and your business to return a cart as needed. It is a "business friendly" approach. There are other similar services. Please contact the chamber at 925-757-1800 for further info.

We want to remind you that that the city expects carts to be picked up within 48 hours upon notification. We hope this voluntary effort will reduce the need for any costly city initiated ordinance or action to fix this problem. The loss of carts to your store is expensive.

We want to work with you to make your business successful and enhance the image of our city. Over the next 90 days, we will monitor the success of this effort and adapt as needed to insure the success of this for all.

Thanks again for your service!

Sean Wright
Antioch Chamber CEO

Jim Davis
City of Antioch Mayor

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF MARCH 27, 2012**

Prepared by: Ken Warren, Assistant Engineer *KW*

Approved by: Ron Bernal, Director of Public Works/City Engineer *RB*

Date: March 15, 2012

Subject: Memorandum of Understanding between the City and the Contra Costa Transportation Authority regarding Release of a Deferred Improvement Agreement (Skyland Properties) for Freeway Widening Purposes

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing and directing the City Manager to execute a Memorandum of Understanding (MOU) between the City and the Contra Costa Transportation Authority regarding release of a Deferred Improvement Agreement for the Skyland Properties Parcel and to execute all documents required to comply with the requirements of that MOU.

BACKGROUND INFORMATION

The Contra Costa Transportation Authority ("CCTA") in partnership with the California Department of Transportation ("Caltrans") is constructing the State Route 4 Widening – Somersville Road to State Route 160 project in Antioch. A 3,724 square foot portion of property located at 1300 Sunset Drive is owned by Skyland Properties and is needed by the CCTA for the Segment 3B widening of Hillcrest Avenue. A vicinity map and site map are appended to this report as Attachment "A".

On May 8, 1990, the City Council adopted Resolution No. 90/127 approving a Deferred Improvement Agreement ("DIA") with Skyland Properties. The recorded DIA deferred construction of certain frontage improvements until such time that Hillcrest Avenue was realigned and a slope easement was required. The proposed freeway widening improvements for Hillcrest Avenue include all the elements (e.g., retaining wall, drainage) of the DIA and will render the DIA unnecessary when constructed.

Typically, DIA's are released upon Council acceptance of improvements or by the City Engineer upon final inspection of minor improvements. In order to obtain the owner's transfer of property, the CCTA has indicated that the DIA must be removed from the title, and as such, has requested that the DIA be released prior to Council acceptance of improvements. The attached Memorandum of Understanding ("MOU") was approved by the CCTA Board on March 21, 2012 and is intended to give Council assurance that the DIA improvements will be completed.

Per the terms of the MOU (Attachment "B"), the CCTA agrees to provide overall management responsibility for the project, including environmental clearance, design, right-of-way transfer and construction of improvements in the future right-of-way. In exchange, the City agrees to release the DIA and accept the transferred right-of-way property (State Parcel No. 61212-1). The CCTA will record the DIA release concurrent with the transfer of property to the City and the City's Certificate of Acceptance.

The cost of the proposed Hillcrest Avenue construction, including retaining wall, street widening and appurtenances, is estimated by the CCTA to cost \$328,000; whereas the DIA improvements were bonded in 1990 for \$13,200. The City Engineer will release the bond to Skyland Properties upon Council approval of the MOU.

The City Engineer has reviewed the proposed improvements and agrees that the intent of the DIA will be satisfied when the project improvements are constructed. The City Attorney has reviewed the MOU and has approved it as to form.

Although highly unlikely, if for some reason this portion of the Highway 4 Project is not constructed, the City will have lost its ability to require Skyland Properties to complete these improvements. Since the Highway 4 Project is fully funded, short of an economic catastrophe affecting the funding of this project, staff does not foresee a reason that Council should not agree to the MOU.

FINANCIAL IMPACT

The project is funded by the State Route 4 Widening – Somersville Road to State Route 160 Project (1407/3001).

The City will provide an encroachment permit for work within the City's right-of-way. Upon completion of the improvements and acceptance of the work, the City will maintain those portions of the project lying within the City's right-of-way.

OPTIONS

The City could decide not to enter into a MOU with the CCTA for this project; however, this action could impede construction of the project.

ATTACHMENTS

- A: Vicinity & Site Map
- B: Memorandum of Understanding (MOU)

RESOLUTION NO. 2012/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ANTIOCH AND CONTRA COSTA TRANSPORTATION AUTHORITY REGARDING RELEASE OF A DEFERRED IMPROVEMENT AGREEMENT (SKYLAND PROPERTIES) FOR FREEWAY WIDENING PURPOSES

WHEREAS, the Contra Costa Transportation Authority (“CCTA”) in partnership with the California Department of Transportation (“Caltrans”) is constructing the State Route 4 Widening –Somersville Road to State Route 160 Project in Antioch; and

WHEREAS, a 3,724 square foot portion of privately-held property located at 1300 Sunset Drive (Skyland Properties) is needed by the CCTA for the Segment 3B widening of Hillcrest Avenue; and

WHEREAS, a Deferred Improvement Agreement (“DIA”) exists for construction of certain frontage improvements, which improvements are included in the work of the State Route 4 Project; and

WHEREAS, the CCTA has proposed a Memorandum of Understanding (“MOU”) with the City agreeing to manage, design, transfer the right-of-way and construct the improvements anticipated by the DIA;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that the City Manager is hereby authorized and directed to execute a Memorandum of Understanding (MOU) between the City and the Contra Costa Transportation Authority regarding release of a Deferred Improvement Agreement for the Skyland Properties parcel and to execute all documents required to comply with the requirements of that MOU.

* * * * *

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 27th day of March 2012, by the following vote:

AYES:

NOES:

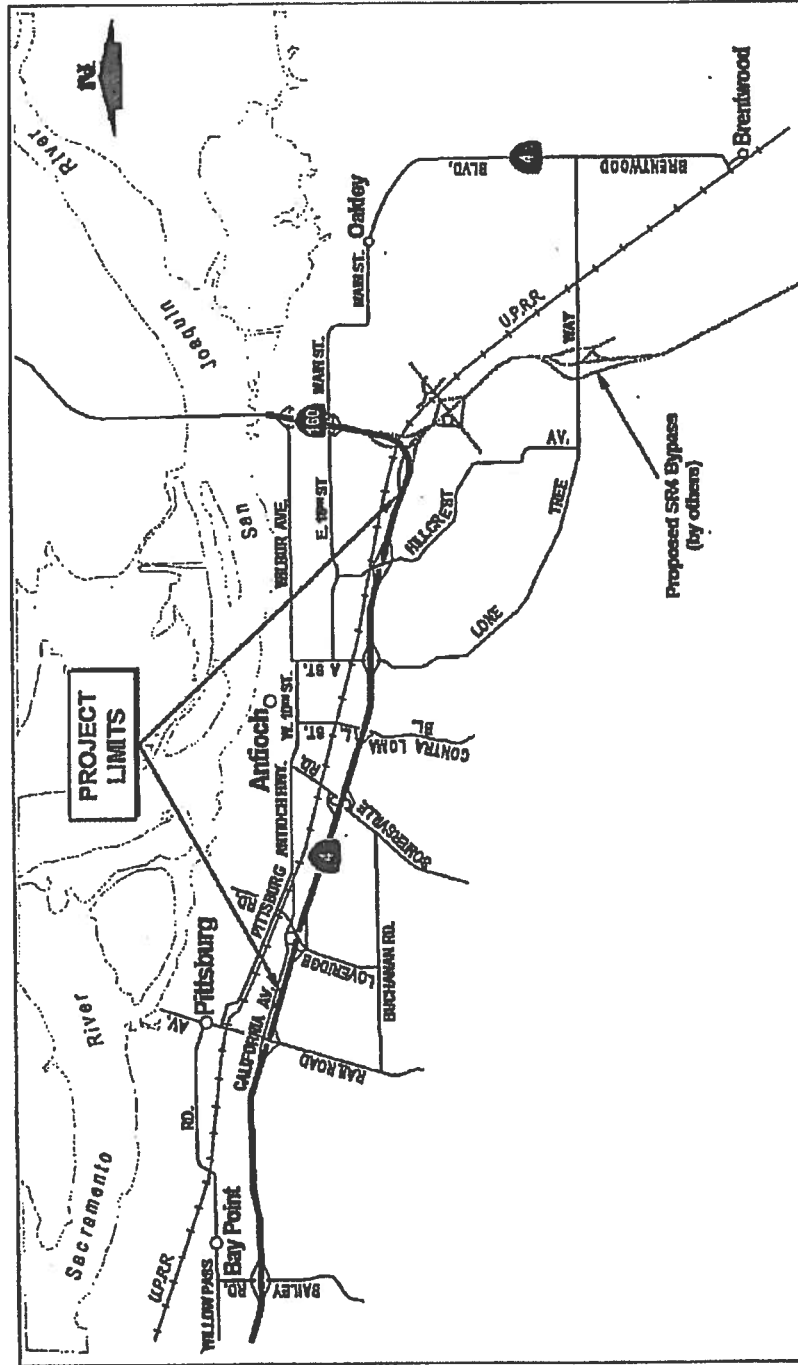
ABSENT:

DENISE SKAGGS, City Clerk

ATTACHMENT "A"

State Route 4: Somersville to Route 160 Project Limits

Exhibit A



9.3-7

ATTACHMENT "B"

MEMORANDUM OF UNDERSTANDING 03E.01

State Route 4 (east) Widening Somerville Road to State Route 160

This MEMORANDUM OF UNDERSTANDING (MOU), entered into on _____, 2012, is between the Contra Costa Transportation Authority, a local public entity, referred to herein as "AUTHORITY," and the City of Antioch, a municipal corporation, referred to herein as "CITY."

RECITALS

- A. AUTHORITY, in partnership with Caltrans, not a party to this MOU, is constructing the State Route 4 (east) Widening – Somerville Road to State Route 160 Project in Antioch as shown on Exhibit A, attached hereto and made a part of this MOU, hereinafter referred to as "PROJECT".
- B. AUTHORITY has obtained environmental clearance for PROJECT under a Negative Declaration/Environmental Assessment/Initial Study adopted in August 2005.
- C. AUTHORITY entered into Caltrans District Agreement No. 4-2159/Contra Costa Transportation Authority Agreement No. 90.14.18 on January 18, 2008 with Caltrans and Contra Costa County, both not a party to this MOU, for the exercise of the Power of Eminent Domain by the County for PROJECT.
- D. PROJECT requires Parcels 61212-1 (fee) and 61212-4 (temporary construction easement) currently owned by Skyland Properties located at 1300-1388 Sunset Drive (APN 052-015-002), as shown on Exhibit B, attached hereto and made part of this MOU, to widen Hillcrest Avenue. The proposed widening improvements are designed to meet traffic forecast year 2035 and have been reviewed and concurred with by CITY staff.
- E. CITY entered into a Deferred Improvement Agreement for Parcel 61212/APN 052-015-002 (*formerly APN 052-015-001 but changed to APN 052-015-002 in 1987*), recorded at request of CITY by County Recorder, dated May 30, 1990, as shown on Exhibit C, attached hereto and made part of this MOU, hereinafter referred to as "DIA". DIA establishes mechanism for funding improvements to widen Hillcrest Avenue.
- F. Hillcrest Avenue widening improvements as part of PROJECT are to some extent, duplicated by improvements contemplated under the DIA.
- G. This MOU specifies the general framework under which CITY will terminate DIA in exchange for (1) obtaining fee title to Parcel 61212-1 and (2) for AUTHORITY to

include the widening of Hillcrest Avenue improvements on Parcel 61212-1 as part of PROJECT.

Now therefore, the parties do hereby agree as follows:

SECTION I

AUTHORITY AGREES:

- A. To act as PROJECT proponent responsible for the overall management of environmental clearance, design, right of way acquisition activities and construction.
- B. To process acquisition of Parcel 61212-1 (fee) and 61212-4 (temporary construction easement) from Skyland Properties in exchange for release of DIA by CITY.
- C. Upon completion of right of way transaction with Skyland Properties, transfer title of Parcel 61212-1 to CITY.
- D. To construct Hillcrest Avenue widening improvements on Parcel 61212-1 as part of PROJECT, Segment 3B, as shown on Exhibit D, attached hereto and made part of this MOU. Improvements include retaining wall, street widening and appurtenances, with an estimated construction cost of \$328,000 as shown on Exhibit E, attached hereto and made part of this MOU.
- E. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

SECTION II

CITY AGREES:

- A. To provide written notification to AUTHORITY of determination to release the DIA no later than April 6, 2012, but release of DIA shall be effective when Parcel 61212-1 is conveyed from Skyland Properties to AUTHORITY or its designee.
- B. To accept title of Parcel 61212-1 from AUTHORITY or its designee, as per legal description shown on Exhibit F, attached hereto and made part of this MOU.
- C. Neither AUTHORITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

- A. Each of the CITY and the AUTHORITY renders its services under this MOU as an independent agency. None of CITY's or the AUTHORITY's agents or employees shall be agents or employees of the other party to this MOU.
- B. No amendment, alteration or variation of the terms of this MOU 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.
- C. Any notices that may be required under this MOU shall be in writing and shall be delivered by hand delivery, electronic delivery with electronic confirmation of delivery or by certified or express mail, addressed to the other party as follows:

AUTHORITY:

Contra Costa Transportation Authority
 2999 Oak Road, Suite 100
 Walnut Creek, CA 94597
 Attn: Executive Director
 FAX: 925-256-4701

CITY:

City of Antioch
 P.O. Box 5007
 Antioch, CA 94531-5007
 Attn: City Manager
 FAX: 925-779-7011

D. Each party agrees to do all such things and take all such actions, to make, execute and deliver such other documents, instrument, and improvements as shall be reasonably requested to carry out the provisions, intent and purpose of this MOU.

CONTRA COSTA
TRANSPORTATION AUTHORITY

CITY OF ANTIOCH

By: _____
David E. Durant, Chair

By: _____
James M. Jakel, City Manager

Attest:

Approved as to form:

Randell H. Iwasaki, Executive Director

By: _____
Lynn Tracy Nerland, City Attorney

Approved as to form:

Malathy Subramanian, Authority Counsel

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF MARCH 27, 2012**

FROM: Lynn Tracy Nerland, City Attorney 

DATE: March 22, 2012

SUBJECT: Consulting Services Agreement with Municipal Resource Group LLC

RECOMMENDED ACTION:

Approve the Consulting Services Agreement with Municipal Resource Group LLC (“MRG”) for project management and liaison services related to the Northeast Antioch Annexation and GenOn plant construction, Hillcrest eBART Station and Water Emergency Transportation Authority (“WETA”) at a cost not to exceed \$164,250 and authorize the City Manager to execute the Agreement.

BACKGROUND:

With the significant reductions in staff resources, including the vacant Assistant City Manager and Project Manager positions in the City Manager’s Office, there are some discrete projects that require oversight and management for which the City must seek outside resources. Municipal Resource Group is firm composed mostly of retired city managers and finance directors and now includes Victor Carniglia.

In particular, the scope of works includes MRG managing the completion of the Northeast Antioch Annexation project and related liaison to GenOn during construction of the Marsh Landing Generating Station; coordination issues with the construction of the Hillcrest eBART Station and the planning study for the area; and coordination with Water Emergency Transportation Agency (WETA) and desire for a ferry terminal along the Antioch Waterfront.

FISCAL IMPACT:


The maximum compensation under the Agreement is \$164,250 for services from April 2012 to June 2013. A large portion of this expense is expected to be reimbursed by GenOn.

OPTIONS:

With no staff resources available with the qualifications to handle these assignments, the City would be looking to contract the work to some firm(s) if not Municipal Resources Group.

ATTACHMENTS:

- A. Consulting Services Agreement with Municipal Resources Group


03/27/12

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
MUNICIPAL RESOURCE GROUP LLC**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Municipal Resource Group LLC ("Consultant") as of April 1, 2012.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2013, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant has specialized skills needed to perform the work pursuant to this Agreement.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed \$164,250 for the fifteen (15) month period covered by this contract, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibits A and B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

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

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

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

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

2.5 Reimbursable Expenses. Reimbursable expenses are included in the total amount of compensation provided under this Agreement.

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. The City shall make available to the Consultant City staff administrative services to the extent such services are necessary for the formatting and distribution of reports to the Planning Commission or City Council and/or similar City bodies to ensure consistency of the reports with City standards and procedures. This City provided administrative support to the Consultant shall also apply to the publication and mailing of required public notices or similar documents.

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall

waive all rights of subrogation against the City and their officers, officials, employees, and volunteers for loss arising from work performed under this Agreement. If Consultant is not subject to Worker's Compensation Insurance and Employer's Liability Insurance requirements, Consultant shall provide an affidavit to City indicating that it is not subject to such insurance requirements and shall indemnify and defend the City for any determination that Consultant is subject to Workers' Compensation Insurance and Employer's Liability Insurance.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and their officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of

protection afforded to City or their officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and their officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- f. The policy must contain a cross liability or severability of interest clause.

4.3 Professional Liability Insurance. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of

this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserve the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City and their officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time

herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this

Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

Consultant shall not be responsible for any payments to the California Public Employees Retirement System for services performed pursuant to this Agreement.

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

Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

10.10 Notices. Any written notice to Consultant shall be sent to:

Municipal Resources Group LLC
675 Hartz Avenue, Suite 300
Danville, CA 94526
Attn: Tom Sinclair

Any written notice to City shall be sent to:

City Manager
City of Antioch
P. O. Box 5007
Antioch, CA94531-5007

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

CITY:

CITY OF ANTIOCH

Jim Jakel, City Manager

CONSULTANT:

MUNICIPAL RESOURCE GROUP LLC

Tom Sinclair, Principal Consultant

Attest:

[NAME, TITLE]

Denise Skaggs, City Clerk

Approved as to Form:

Lynn Tracy Nerland, City Attorney

EXHIBIT A

Scope of Work: Consulting Services to be provided to the City of Antioch by the Municipal Resources Group LLC (MRG) April 1, 2012

Duties/Responsibilities: MRG shall complete the following Projects as described in this Exhibit. The key tasks that need to be completed to implement each Project are identified. Included with each Project is the number of hours estimated on a weekly basis needed to complete each Project, along with the estimated timeline for the Project's completion. It is mutually understood that the hours specified for each Project and the Project timelines are estimates, and are subject to variation based on factors beyond MRG's or the City's direct control. Any variation in the number of hours allocated for each Project and the Project timeline as stated in this Exhibit A are subject to City review and approval, which shall not be unreasonably withheld, as long as the total Compensation as specified in the Agreement is not exceeded. Projects may be added, modified, or deleted from this Exhibit at the discretion of the City subject to the concurrence of MRG.

PROJECT #1: Process the Northeast Antioch Annexation:

MRG is expected to administer this Project to the completion of annexation process, with the end result that the properties involved become incorporated into the City of Antioch. Key tasks include the following:

- **Finalize Tax Exchange Agreement:** MRG will collaborate with County staff to prepare and finalize a Tax Exchange Agreement that is mutually acceptable to both the City and County.
- **Prepare and Process Rezoning:** Rezoning for the annexation area must be prepared and adopted by the Planning Commission and City Council prior to annexation. All rezoning related tasks shall be completed by MRG.
- **Process Annexation:** MRG shall coordinate with LAFCO to ensure the annexation is processed and scheduled in a timely manner by LAFCO. MRG will present the City's application at LAFCO.
 - Coordinate the annexation in such a manner that City interests are addressed and risks to the City are minimized to the extent feasible.
 - Provide informational outreach to property and business owners in the annexation areas.
 - Prepare "Plan for Services" as required by LAFCO
- **Post Annexation Economic Development Effort:** MRG shall collaborate with County staff to implement the Work Program for the joint City/County Economic Development Strategy as adopted by the City Council and Board of Supervisors in January/February 2011.
- **Coordination of Infrastructure Implementation:** MRG shall take the lead in coordinating from a City perspective the extension of any sewer and water infrastructure needed to serve existing uses in the annexation area.

Estimated MRG resources required: 10 to 20 hours/week

Projected Timeframe: Complete annexation process by December 31, 2012; Implement Economic Development effort from January 1, 2013 to June 30, 2013; Coordinate infrastructure implementation from January 1, 2013 to June 30, 2013. Target time frame for specific actions:

- April 10, 2012: 2nd reading on rezoning of Area 1
- April 10-24, 2012: City Council action on Tax Exchange Agreement

- April 17 to May 1, 2012: Board of Supervisor action on Tax Exchange Agreement
- June 13, 2012: LAFCO hearing date to consider Annexation Area #1
- August 8, 2012: LAFCO date if protest hearing required.
- August to December 2012: Work with goal of ensuring annexation process is completed by December 31, 2012.

PROJECT #2: Liaison with GenOn:

The GenOn Marsh Landing Generating Station is under construction, and as a result requires some on-going coordination to ensure City interests are met, and that the City's proactive relationship with GenOn continues. MRG is expected to perform this liaison role, attend hearings and meetings with the various regulatory agencies as needed, and report back to City staff as necessary.

Estimated MRG Resources Required: 1 to 2 hours/week

Projected Timeframe:

- Monthly formal updates with GenOn Project Manager and key GenOn staff.
- Weekly meetings/discussions with GenOn technical staff.
- Bi weekly check in/updates with CEC lead staff.
- Site visits as needed to verify compliance with City related conditions.

PROJECT #3: Monitor the Construction of Hillcrest eBART Station:

The Hillcrest eBART Station is under construction and requires ongoing City oversight to ensure City concerns are addressed. This will require review of BART construction documents and attendance at ePAC meetings and meetings with BART staff as necessary. Specific Tasks include the following:

- Finalize Memorandum of Understanding ("MOU") with BART: A MOU between the City and BART needs to be finalized to document points of agreement on issues of mutual concern, including station security, and infrastructure connections. MRG is responsible for preparing draft documents and assisting City staff in finalizing this MOU.
- Monitor Station Construction: MRG is tasked with monitoring the station construction and associated infrastructure improvements for compliance with City requirements and to ensure City concerns are addressed.
- Coordination with Adjacent Property Owners: The implementation of the City preferred plan for the Hillcrest eBART station plan requires close coordination between BART and the adjacent property owners in relation to grading, access, and infrastructure. MRG shall provide this coordination through ongoing communication with property owners and BART, with regular updates to City staff.

Estimated MRG Resources Required: 1 to 4 hours/week

Projected Timeline:

- April 30, 2012: Reach agreement with BART staff on terms of MOU.
- May 22, 2012: City Council meeting to consider MOU.
- Bi weekly discussions/updates with BART Project Manager and/or Construction Manager.
- Monthly check in with key City property owners to help ensure City supported station plan is implemented.

PROJECT #4: Represent the City in the recently initiated BART planning process to study suitable station locations for the possible extension of the eBART system beyond the Hillcrest eBART Station.

Tasks include the following:

- Attendance at Meetings: Attend meetings involving the extension of the eBART system beyond Hillcrest
- Analyze Alternatives: Evaluate the pros and cons of any proposed station locations from a City perspective.
- Coordination with City Staff: Coordinate the information generated through this process with appropriate City departments.

Estimated MRG Resources Required: 1 to 2 hours/week.

Projected Timeline: Initial phase of planning to be completed by BART by October 2012.

- April to June 2012: Attend public outreach meetings on eBART extension beyond Hillcrest Ave.
- July 2012: Coordinate with BART staff on conceptual station design plans.
- August to September 2012: Attend BART presentations of alternate station sites to elected officials.
- October 2012: Work with BART staff to complete analysis of station sites.
- November 2012 ongoing: Coordinate with BART staff on next steps to further "formalize" location of next eBART station beyond Hillcrest

PROJECT #5: MRG shall work with the Water Emergency Transportation Agency (WETA) and other parties and agencies as needed with the goal of ensuring the construction of a ferry terminal along the Antioch Waterfront to address emergency transportation needs of East County, and to explore and coordinate with WETA the possible extension of ferry service to Antioch.

- Conceptual Design of Antioch Terminal: WETA has committed to prepare a conceptual design of the Antioch ferry terminal by May 2012. MRG will serve as the City liaison for this effort. MRG will conduct follow up with WETA once the conceptual design is complete.
- City Staff Liaison to WETA: MRG will monitor WETA activities and actions that are relevant to the extension of service to Antioch, including WETA's update to their Ridership Plan and the preparation of their Operating Plan. MRG will attend WETA Board Meetings as necessary.
- Coordination with other Agencies: An Antioch terminal is important from an emergency transportation perspective to East County. MRG will act as liaison with other East County communities and other regional agencies including TRANSPLAN, CCTA, the County, City of Martinez (which is a potential ferry transit route). MRG will also coordinate with the State as necessary given that WETA is a State agency.

Estimated MRG Resources Required: 2 to 6 hours/week

Projected Timeline:

- April 2012: Coordinate with WETA staff and their consultant on ferry terminal analysis.
- May 17, 2012: Review WETA's report evaluating ferry terminal locations in Antioch.
- June 26, 2012: Prepare staff report for WETA City Council presentation.


- April 2012 to June 2013: Coordinate with Antioch community groups and East County staff and elected officials to organize and coordinate support for construction of ferry terminal and extension of ferry service to Antioch.
- April 2012 June 2013: Serve as City liaison with State officials regarding City interests in extending ferry service to Antioch.
- April 2012 to December 2012: Participate in WETA preparation of new Short Term Transportation Plan.
- April 2012 to June 2013: Attend monthly meetings of WETA Board as necessary.

EXHIBIT B

Municipal Resource Group LLC Fee Schedule

Consultant	\$96 / hour
Principal Consultant	\$200 / hour
Reimbursable expenses	Mileage at IRS rates for trips outside the East Bay/Contra Costa County area

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF MARCH 27, 2012**

Prepared by: Victor Carniglia, Planning Consultant 
Date: March 15, 2012
Subject: Z-12-02: Rezoning of Area #1 of the Northeast Antioch Area

RECOMMENDATION

1. Motion to read the ordinance by title only;
2. Motion to introduce an ordinance rezoning Area #1 of the Northeast Antioch Area.

REQUEST

The City of Antioch is initiating the rezoning of Area #1. This rezoning involves approximately 470 acres of unincorporated land, referred to by the City as Area #1 of the Northeast Antioch Annexation Area, which is generally located adjacent to and/or in close proximity to Wilbur Avenue. The proposed rezoning consists of primarily M-2 (Heavy Industrial) zoning, with M-1 (Light Industrial) proposed for the area south of Wilbur Avenue adjacent to existing single family homes, and OS (Open Space) proposed for the Federally owned wildlife preserve located on the north side of Wilbur Avenue. The location of these rezoning designations is shown on the map included as Exhibit 1 to the proposed ordinance. Also attached is a description of the proposed rezoning designations as taken from the City's Zoning Ordinance included as Attachment "B".

ENVIRONMENTAL

A Mitigated Negative Declaration, which addresses the environmental impacts of rezoning Area #1, was previously prepared. This Mitigated Negative Declaration was adopted by the City Council in June 2010, a copy of which is available on the City's web site, with a hard copy available at City Hall at the Community Development Counter.

ANALYSIS

Background: In order for an area to be annexed to the City, it first must be rezoned. The term "rezoning" refers to the City zoning districts that will become applicable once the area in question is annexed to the City. In effect, the City's rezoning designations will replace the County's existing zoning upon annexation. The annexation of Area #1 was initiated by the City Council in June 2007. The almost five year period from the time City Council initiated the annexation until now, can be largely attributed to the challenges the City has faced in reaching an agreement with the County on the terms of a document known as a Tax Transfer Agreement. The Tax Transfer Agreement determines how existing and future tax revenues will be split between the City and the County after annexation.

In January 2012, the City and County reached concurrence on the major terms of the Tax Transfer Agreement, thereby allowing the rezoning process to move forward. The actual Tax Exchange Agreement has been drafted and is being reviewed by the legal staff of both the City and the County. Staff anticipates bringing the Tax Exchange Agreement to City Council for action on April 10, 2012, and to the Board of Supervisors the following week.

City staff held an information meeting concerning the rezoning with property and business owners from Area #1 on February 23, 2012. A number of property/business owners attended this meeting, with the primary concern raised being the fiscal implications of annexation on their properties. This issue of fiscal implications is discussed later in this staff report.

The Planning Commission on March 7, 2012 recommended adoption of the rezoning by a 6-0 vote. A copy of the Planning Commission minutes are included as Attachment "C".

It should be noted that the proposed rezoning addresses Area #1, and not the other properties in the Northeast Antioch Area, namely Area 2a (the existing marinas) and Area 2b (the Viera residential area). If and when annexation is initiated by the City Council for either of these two areas, then rezoning applications would be prepared by staff and brought to City Council for action.

Description of Rezoning: The attached map (Exhibit 1 of the Ordinance) shows the geographic location of the proposed zoning districts. The majority of the land in Area #1 is proposed to be rezoned with the (M-2) "Heavy Industrial" district, which is consistent with the majority of existing and previous uses. (OS) "Open Space" zoning is proposed for the land that forms the existing Federal Wildlife Preserve. There is also an area designated (M-1) "Light Industrial District" south of Wilbur Avenue that backs up to existing single family homes.

These proposed zoning districts are consistent with the City's General Plan, which designates Area #1 as part of the "Eastern Waterfront Employment Focus Area". The proposed zoning designations are also largely consistent with the existing County zoning, which consists of (H-1) Heavy Industrial for all of Area #1. The exceptions are 1) the proposed Open Space zoning for the Federal Wildlife Preserve, which staff feels, is a better fit than the County's Heavy Industrial District, and 2) the use of Light Industrial versus Heavy Industrial in the area south of Wilbur Avenue adjacent to the existing single family homes, which are located on Santa Fe Avenue just south of Area #1.

Other Issues: A common concern with property and business owners with annexation and annexation related steps such as rezoning is "what will the impact be on my property/business". It is the City's intent to minimize any such impacts, which can generally be grouped into two categories, namely 1) impacts due to changing land use regulations and 2) fiscal impacts.

Potential Land Use Impacts: In terms of land use regulations, the City is attempting to minimize any impacts by "mirroring" the existing County zoning to the extent practical.

- Aside from the Federal Wildlife Preserve previously discussed, the only instance where the City is looking at zoning that differs from the County is the approximately 10 acre area south of Wilbur Avenue that "backs up" to existing single family homes on Santa Fe Avenue. The current County zoning in this location is Heavy Industrial and the City is proposing Light Industrial. Staff feels that the use of Light Industrial zoning in this location will act as a buffer to the adjacent single family homes that border this area to the south. This area adjacent to

the existing single family homes is currently vacant. As a result, no existing buildings or uses would be impacted by the use of Light Industrial Zoning.

- Another land use concern raised by property owners is the question of how the rezoning will effect whether existing County land uses will conform to the new City zoning. As mentioned the City intends to utilize a Heavy Industrial zoning designation which is very similar to and consistent with the County's existing Heavy Industrial Zone. For example the existing fueling station located on the south side of Wilbur Avenue received use permit approval when it was constructed in the County several years ago. The City zoning designation also allows fueling facilities with a use permit; therefore, a separate City use permit would not be required upon annexation.

Potential Fiscal Impacts: Concerning fiscal impacts, the potential differences in the land being in the City or the County involve a number of factors including the cost of a business license in the City versus the County, the costs of special funding districts such as landscape lighting maintenance districts, and police service districts. These issues are discussed below:

- The City business license is based on "gross receipts" while the County's business license is based on the number of employees. As a result of this "apples and oranges" difference in methodology, it's not possible to generalize whether the City or the County business license fee is higher or lower from a business owner perspective, and would need to be determined case by case.
- Area #1 is currently within a County L100 landscape district in which a property tax levy is being collected for landscaping and streetlight maintenance. This levy, which totals approximately \$2000/year for all of Area #1, will be passed on to the City upon annexation. As a result, annexation will have no impact on property owners in terms of this levy. The City may at some point in the future consider implementing a streetlight landscape maintenance district for Area #1. Such a district would require the majority vote of property owners within Area #1 based on benefit units. Currently there is little in the way of streetlights and landscaping to maintain.
- Area #1 is currently in a County Police Services District in which additional funds are raised as part of the annual property tax bill. This levy would be passed on to the City upon annexation, the same as the L100 landscape funds, and therefore would not have a fiscal impact on property owners.
- Annexation to the City in both the short and the long term should enhance property values in Area #1, as the ability to utilize City sewer and water services will increase the type and intensity of uses that could be located in the area.

The question of the net fiscal impact of the rezoning and subsequent annexation of Area #1 on the City will be addressed in the context of the Tax Transfer Agreement. As stated in the "Background" section of this staff report, the Tax Transfer Agreement will be considered by the City Council in the near future, with a tentative date being the April 10, 2012 City Council meeting. The fiscal analysis completed to date as part of the Tax Transfer Agreement process clearly shows that the projected City tax revenues from Area #1 will exceed by a significant amount the costs of the City providing services to Area #1.

OPTIONS:

The City Council could either deny or delay action on the rezoning, which would delay the annexation process at LAFCO. The annexation application requires approval of the rezoning

and the Tax Transfer Agreement prior to LAFCO considering the annexation. The rezoning does not go into effect until the annexation process is complete.

FISCAL IMPACTS:

As stated in the preceding section, the annexation will have a significant net positive fiscal benefit to the City, with the exact amount of that benefit being determined through the Tax Exchange Agreement process. The rezoning is an important step forward toward annexation.

ATTACHMENTS

- A: Ordinance
- B: Description of proposed rezoning districts
- C: Planning Commission minutes March 7, 2012

ATTACHMENT "A"

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ANTIOCH INTRODUCING THE PREZONING FOR THE APPROXIMATELY 470 ACRES OF UNINCORPORATED LAND, REFERRED TO AS AREA #1 OF THE NORTHEAST ANTIOCH ANNEXATION AREA, WHICH IS GENERALLY LOCATED ADJACENT TO AND/OR IN CLOSE PROXIMITY TO WILBUR AVENUE

SECTION 1. Findings.

- A. The City Council in June 2007 adopted a resolution directing City staff to submit to the Local Agency Formation Commission (LAFCO) an annexation application for Area #1 of the Northeast Antioch Area. This application was subsequently submitted by City staff to LAFCO in September 2007. Area #1 is located within the City's Sphere of Influence and is also located within the City's Urban Limit Line (ULL) as approved by Antioch voters.
- B. Prezoning is required by State law prior to an annexation being considered for action by LAFCO.
- C. In processing the annexation as initiated by City Council in June 2007, concurrence was not reached between the City and the County on the key provisions of the Tax Exchange Agreement until January 2012. This concurrence has allowed the prezoning process to move forward.
- D. The City Council finds that the previously prepared Mitigated Negative Declaration as adopted by the City Council in June of 2010 adequately addresses the environmental impacts of the prezoning.
- E. The City Council finds that prezoning is consistent with the City of Antioch General Plan, and with the General Plan land use designations as contained in the "Eastern Waterfront Employment Focus Area".
- F. The City Council finds that prezoning is consistent with the requirements of the Transportation Sales Tax Initiative, Measure J.
- G. The prezoning consists of primarily the (M-2) "Heavy Industrial" zoning district, with (M-1) "Light Industrial" zoning district for an area south of Wilbur Avenue, and (OS) "Open Space" proposed for the existing Federal Wildlife Preserve located on the north side of Wilbur Avenue. The geographic locations of the proposed prezoning districts are depicted in Exhibit 1.
- H. The Planning Commission on March 7, 2012 recommended that City Council adopt the prezoning by a 6-0 vote.

SECTION 2. The prezoning of Area #1, which consists of the zoning districts as depicted in Exhibit 1 of this Ordinance and defined in the Antioch Municipal Code, is hereby introduced.

SECTION 3. This Ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be published once within fifteen (15) days upon passage and adoption in the East County Times, a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at adjourned regular meeting of the City Council of the City of Antioch held on the ___ day of _____ 2012 and passed and introduced at a regular meeting thereof, held on ___ day of _____ 2012, by the following vote:

AYES:

NOES:

ABSENT:

James D. Davis, Mayor of the City of Antioch

ATTEST:

Denise Skaggs, City Clerk of the City of Antioch



ATTACHMENT "B"

Description of Zoning (Prezoning) Districts Applicable to Annexation Area #1

(J) *M-1 Light Industrial District.* This district allows light industrial uses and excludes those heavy industrial uses with potentially hazardous or negative effects. This district is consistent with the Business Park, Light Industrial, and Rail-Served Industrial General Plan Designations, as well as with the Eastern Waterfront, SR-4/SR-160 Business Park, and East Lone Tree Focused Planning Areas. Uses include the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials typically within an enclosed building.

(K) *M-2 Heavy Industrial District.* This district allows heavy industrial uses which may generate adverse impacts on health or safety. This zone applies primarily to existing heavy industrial uses. The district is consistent with the General and Rail-Served Industrial General Plan Designations. Uses include production of and extraction of metals or chemical products from raw materials, steel works and finishing mills, chemical or fertilizer plants, petroleum and gas refiners, paper mills, lumber mills, asphalt, concrete and hot mix batch plants, power generation plants, glassworks, textile mills, concrete products manufacturing and similar uses.

(P) *OS Open Space/Public Use District.* This district allows undeveloped public open space and areas for public use where shown on the General Plan and in Specific Plans. This zone also can apply to public utility easements for electrical lines, gas lines and canals to prevent encroachment by urban development. This district is consistent with the Public/Institutional and Open Space General Plan Designations, as well as within Focused Planning Areas.

ATTACHMENT "C"

CONSENT CALENDAR

1. Approval of Minutes: February 1, 2012

On motion by Commissioner Azevedo, and seconded by Vice Chair Baatrup, the Planning Commission approved the Minutes of February 1, 2012.

AYES: Westerman, Baatrup, Azevedo, and Bouslog
NOES: None
ABSTAIN: Langford and Travers
ABSENT: Douglas-Bowers

END OF CONSENT CALENDAR

NEW PUBLIC HEARINGS

2. **Z-12-01 – The City of Antioch** is proposing to amend Municipal Code Section 9-5.4012 of the Residential Development Allocation Ordinance to extend the ordinance sunset date to May 1, 2013.

Senior Planner Gentry provided a summary of the staff report dated March 1, 2012.

Chairman Westerman clarified with staff that nothing was being changed and that this was just an extension to allow review of issues City Council wanted looked at.

OPENED PUBLIC HEARING

City Attorney Nerland stated that there are only two items on the agenda tonight, the RDA extension and the rezoning of Area 1. She said that there are yellow speaker cards in the back to be filled out by anyone wishing to speak on either item. She stated that low income housing was previously considered by the Planning Commission, that it was not on before the Planning Commission tonight, and that it would be going to City Council.

A Realtor in Antioch, who was in the audience, stated that she thought the Planning Commission would be speaking on the housing issues tonight to which CA Nerland stated she was not sure how that information was put out there but that this was not an item on tonight's agenda.

CLOSED PUBLIC HEARING

RESOLUTION NO. 2012-**

On Motion by Vice Chair Baatrup and seconded by Commissioner Langford, the Planning Commission recommended that the City Council approve an amendment to Section 9.5-4012 of the Antioch Municipal Code in order to extend the sunset date of the ordinance to May 1, 2013 (Z-12-01).

AYES: *Westerman, Baatrup, Azevedo, Bouslog, Langford, and Travers*

NOES: *None*

ABSTAIN: *None*

ABSENT: *Douglas-Bowers*

- 3. Z-12-02 – The City of Antioch** will be considering rezoning approximately 470 acres of unincorporated land, referred to by the City as Area #1, which is generally located adjacent to and/or in close proximity to Wilbur Avenue.

Planning Consultant, Victor Carniglia provided a summary of the staff report dated March 1, 2012. He stated that on the dais this evening are two communications which were received: an e-mail from Randy Christ, the owner of a fueling station with concerns about sewer and water and being able to utilize his well and septic system and a fax from Albert Snell who has a building near completion and would like the ability to hook up to City services prior to annexation occurring.

Commissioner Langford stated that there are quite a few other areas under the County as well and clarified with PC Carniglia that there are two other areas referred to as 2a and 2b totaling 150 acres. He said that City Council has only authorized annexation of area 1 and that if they authorize the other areas, those will be brought forward as well.

CA Nerland stated that given the overhead screen is not working to provide a map for people to look at that she has provided her copy for review.

Chairman Westerman clarified with staff that the only residential unit involved was one residence associated with a business.

Commissioner Travers questioned staff about time estimates to which PC Carniglia said that an agreement has been reached on all major issues and that a tax sharing agreement has been completed and is being reviewed.

Commissioner Azevedo clarified with staff that Mr. Christ's parcel was a fueling station approved under the County as commercial business with offices but no residential, and was constructed approximately five years ago.

OPENED PUBLIC HEARING

CZ

Sandra Kelly, board member of the Friends of the Antioch Dunes, stated that the Antioch Dunes is home to several endangered species including two plants with a third just recently discovered. She said that while Industry is there to stay, she would like the Planning Commission to consider the impact this has on the endangered species. She invited everyone to visit the dunes and stated that they do public tours on the second Saturday of every month on Fulton Shipyard Road at 10:00 a.m. She passed out magnets to the Planning Commissioners in lieu of a business card.

Michael Krieg, Director of Friends of the Antioch Dunes, spoke to say their purpose is to draw attention of the Commissioners and staff to the nature of wildlife refuge and would like to point out that this open space is different than parks due to the eco system. He said that he would like to mitigate any negative impacts due to the fragile habitat.

Commissioner Azevedo asked staff if the zoning designations are the same as they are currently to which PC Carniglia said that this area is in the City's sphere of influence, that it is largely heavy industrial, that the zoning is mirroring what is in the General Plan, and the County zoning for the area is also heavy industrial. PC Carniglia went on to say that although there are no current development applications, any uses proposed there will have environmental reviews and will look at impacts on the wildlife reserve.

Karri Campbell, representative of Calpine Corporation, stated that they have a leasehold interest in property, will be extending that lease and are looking forward to working with the City. He said that while they don't see any negative impacts to them other than establishing a relationship with a new jurisdiction, they would want to be notified of any future hearings and be placed onto a mailing list.

Commissioner Travers asked about the type of plant to which Mr. Campbell said that they use natural gas, that they are connected to Delta Diablo Sewer and that their well serves their purpose. He went on to say that that they burn natural gas very cleanly, that they generate resources for the State and when sister plants go down, their plant helps fill that deficit.

City Attorney Nerland asked Mr. Campbell to leave his contact information to be sure they are put onto a mailing list.

CLOSED PUBLIC HEARING

Commissioner Azevedo stated that he sees this as an opportunity to bring land under our sphere of influence for tax revenue for this community and that it doesn't make sense to leave in the County.

Chairman Westerman agreed with Commissioner Azevedo.

RESOLUTION NO. 2012-**

On Motion by Commissioner Travers and seconded by Commissioner Azevedo, the Planning Commission recommended to the City Council approval of the draft ordinance to prezone the approximately 470 acres of unincorporated land, referred to as Area #1 of the Northeast Antioch Annexation Area, which is generally located adjacent to and/or in close proximity to Wilbur Avenue.

AYES: *Westerman, Baatrup, Azevedo, Bouslog, Langford, and Travers*
NOES: *None*
ABSTAIN: *None*
ABSENT: *Douglas-Bowers*

ORAL COMMUNICATIONS

None.

WRITTEN COMMUNICATIONS

Chairman Westerman said that there was an invitation to ground breaking for the next segment of State Route 4 on Friday at 10:00 a.m.

COMMITTEE REPORTS

Commissioner Azevedo said that Transplan met in February and although they received an update on the litigation with the City of Pittsburg, he has nothing to report out at this time.

Commissioner Azevedo stated that the RDA Committee did meet earlier this month, that this evening's action was a result of that meeting, that they got update regarding direction we want to go and that this is more to come.

CA Nerland informed the Planning Commission that the City Council has adopted an Urgency Ordinance to prohibit any additional computer gaming and internet access businesses and adopted regulations for operation of those businesses including hours of operation and use. She said that the City Council has also initiated a study whether amendment to the Zoning Code should come before the Planning Commission and ultimately adopted by the City Council. She went on to say that staff is looking at that and that the zoning aspect of it could come back to the Planning Commission.

CA Nerland suggested given the number of people still in the audience that the Chair make sure there are no further speakers before adjourning.

Chairman Westerman announced the last chance for anyone wishing to speak.

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF MARCH 27, 2012**

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

Date: March 22, 2012

Subject: Senior Bus Program

RECOMMENDATION

Discuss Tri Delta Transit's decision to not enter into an agreement with the City of Antioch for pass through funding of the Senior Bus Program beyond August 31, 2012 and provide direction to staff.

BACKGROUND INFORMATION

The City of Antioch has provided a door to door bus program for seniors for many years. This service provides rides for seniors to and from their home and the senior center or other locations such as medical and personal service appointments and general errands within Antioch. In 1999 the City and Tri Delta Transit entered into an agreement whereby Tri Delta would apply for and pass through grant funding and the City would continue to operate the program. This arrangement had the mutual benefits of 1) relieving the City of increasingly technical grant application and reporting requirements and 2) the City's program would accommodate dial-a-ride trips that Tri Delta would otherwise need to schedule and service.

In the later part of 2011 Tri Delta approached the City to discuss the senior bus program and the recommendation to no longer pass through grant funding. There were many subsequent discussions between the City and Tri Delta. The Tri Delta Board of Directors staff report dated February 22, 2012 included as Attachment "A" provides information as to why this recommendation was made which include: budget considerations and decreased incremental cost, consolidation of duplicative services, and Title VI requirements. The Tri Delta Board of Directors voted to discontinue the agreement with the City for pass through funding of the senior bus program effective August 31, 2012. The August 31 date, rather than end of the 11/12 fiscal year, was selected in order to accommodate personnel matters should the City Council decide to discontinue running the program.

The City Council has two options to consider:

1. Independently run the Senior Bus Program; or
2. Allow the Senior Bus Program to be incorporated into the existing dial-a-ride service provided by Tri Delta. This decision would be contingent on the Tri Delta Board of Director's approving the transition plan described below and on page 2 of Attachment "A".

3-27-12

DISCUSSION

Option 1 – City Operated Senior Bus Program

In the current fiscal year, Tri Delta will pass through \$275,000 to the City for operation of the Senior Bus Program. This covers fully burdened staff time to run the program (both administration and drivers) and fuel and maintenance of the buses. Separately, Tri Delta also provides capital support by purchasing buses for the program as needed. Currently, the City of Antioch owns three buses.

The City does not currently have the ability to increase General Fund subsidies to recreation which includes the senior program budget. Measure J is the funding source that Tri Delta passes through to the City. Staff contacted the Contra Costa Transportation Authority (CCTA) which administers Measure J funds, to determine what amount, if any, Antioch would qualify to receive in order to independently run the program. CCTA's response is included as Attachment "B" and states that the City *could* potentially received \$100,000 annually *if* the City is recognized as a recipient and after negotiations with Tri Delta.

This leaves a significant gap in operation funds and would not address the capital reserve needed to replace buses. On average buses need to be replaced every five years and currently cost approximately \$80,000. In addition, the City does not currently have expertise or staff to administer technical grant applications and reporting requirements and would require hiring or contracting for this service.

Given the current City budget and increasing demand on decreasing public and private grant funding staff has significant concerns about the City's ability to adequately fund the senior bus program and maintain the current level of service to the seniors.

Option 2 – Incorporate the Senior Bus Program into the Tri Delta Dial-a-Ride Program

Tri Delta proposes to provide service to the seniors currently using the Antioch Senior Bus program by signing them up for the dial-a-ride program. As described in the attached Tri Delta staff report, due to decreased incremental cost and current fiscal realities Tri Delta can no longer support pass through funding to the Antioch program. Additionally, Tri Delta has equity issues under Title VI since other seniors and dial-a-ride users in the service area pay a higher fare (currently \$2.25 for Tri Delta riders and \$.50 for Antioch Senior Bus riders).

Staff from both organizations and Council/Board member Kalinowski worked for several months to address concerns and impacts to the seniors currently using the Antioch bus program including: financial impacts to seniors on a limited income, services provided, and scheduling.

- Financial Impacts: Currently there are two "groups" of seniors utilizing the bus program that can be distinguished by fare payment: 1) Seniors that qualify for free

lunch service through the County Senior Nutrition Program. These seniors receive a free ride to and from the Senior Center for lunch. These free rides will not be impacted by the Council's decision. If these seniors have other trips to make, such as to a medical appointment, they pay the current fare of \$.50 each way. 2) Seniors who do not qualify for the free lunch meal/ride and pay the \$.50 one-way fare.

Since Tri Delta cannot continue to allow an Antioch senior subsidy under Title VI, the first issue discussed was how to cushion the seniors from what will be a 400% fare increase when rates increase to \$2.50 in July. Tri Delta staff has proposed providing the City 5,000 bus tickets annually, valued at the full fare rate for four years. The City can then determine the appropriate fare per ticket.

City staff has met with Antioch Senior Club Board members who have recommended a one-way fare of \$1.00 recognizing that the current fare has been very low for many years. The revenue from ticket sales with current reserves in the bus fund will allow the City to subsidize the Tri Delta fare for many years into the future. This means that we will buy additional tickets and will not be limited to the 5,000 provided by Tri Delta.

If the County Nutrition Program is no longer able to fully subsidize the qualifying senior's fares then staff recommends that the fare subsidy issue be re-evaluated by the City Council with input from the Senior Club Board. Regardless of the Nutrition subsidy, staff has committed to meet with the Senior Club Board periodically as this is a priority concern of theirs.

Please note that the recommendation to provide 5,000 tickets was discussed in the attached Tri Delta staff report but was not formally acted upon by the Board. If this changes staff will report back to Council.

- Services Provided: While City staff had a good understanding of dial-a-ride services it was clear at the Tri Delta Board meeting in February that there were many misunderstandings from the public/senior perspective. For example, some commenters thought that seniors would have to wait at bus stops, some thought they would be riding with the general population, and some thought the buses would not be able to accommodate mobility assistance devices, just to name a few. Since the February Board meeting, Tri Delta staff has hosted information sessions on the dial-a-ride service at the Senior Center. Attachment "C" provides a letter to and response from Tri Delta explaining services and misconceptions.

Note that the dial-a-ride program will not constrain seniors to the Antioch boundaries or City business hours as is currently the case with the Antioch Senior Bus Program.

- Scheduling: There will be an adjustment period as the seniors become accustomed to Tri Delta's scheduling procedures. Staff and Council member Kalinowski expressed that it is paramount that seniors do not miss lunch or critical medical appointments. Tri Delta staff has indicated that they can and do meet the

scheduling needs of their customers but the customer also needs to understand how to schedule rides to avoid a mishap. To address this concern, Tri Delta staff has recommended conducting workshops at the Senior Center throughout the summer and assigning Tri Delta staff to be on-site at the senior center during the first two weeks of transition.

The Senior Club Board expressed a desire to have on-going communication with Tri Delta to address any concerns that may come up in the future after the transition “honeymoon” period. Tri Delta staff indicated that they would be willing to meet with the Senior Club Board periodically.

Currently seniors must visit or call the bus office at the Senior Center daily to schedule a ride for the next day. Tri Delta has a “standing ride” scheduling system which will automatically schedule reoccurring trips with the senior only needing to call if they don’t need a ride. The Americans with Disabilities Act limits “standing rides” to 50% of total trips provided. Currently there is some space available for the seniors who travel to the Senior Center multiple times weekly. If they are unable to sign up for a “standing trip” the senior will still be able to schedule daily rides as is now the practice.

Conclusion

The City does not currently have the financial means to independently operate the Senior Bus program as it exists today. The Tri Delta dial-a-ride program can provide this service at a reduced cost to tax payers. Staff feels that the identified concerns discussed above can be adequately addressed by the Tri Delta staff proposal. Therefore, it is recommended that the City Council select Option 2 and allow the Senior Bus Program to be incorporated into the existing dial-a-ride service provided by Tri Delta contingent on the Tri Delta Board of Director’s approving the transition plan described in Attachment “A”.

FINANCIAL IMPACT

Option 1 would require the City to budget additional funds annually from the General Fund for operational and capital reserve costs. A more precise report can be provided should the Council select this option.

Option 2 would have minimal impact on the General Fund as fare subsidy would be funded by ticket sales revenue and dedicated bus fund reserve.

OPTIONS


1. Independently run the Senior Bus Program; or
2. Allow the Senior Bus Program to be incorporated into the existing dial-a-ride service provided by Tri Delta. This decision would be contingent on the Tri Delta Board of

Director's approving the transition plan described below and on page 2 of Attachment "A".

ATTACHMENTS

- A: Tri Delta Board of Directors staff report dated February 22, 2012
- B: Email communication from CCTA, March 6, 2012
- C: Letter from the Commission on Aging and Tri Delta response.

Staff Report to ECCTA Board of Directors

Meeting Date February 22, 2012
Agenda Item Antioch Senior Bus – Agenda Item #7d
Project Lead Steve Ponte, Chief Operating Officer
Approved Jeanne Krieg, Chief Executive Officer 

Background

The City of Antioch approached Tri Delta Transit in the early 1990's to ask if ECCTA would consider taking over the operation of their senior bus service. City staff did not have the technical expertise required to comply with the new cumbersome statistical reporting requirements. The then-Tri Delta Transit General Manager said that Tri Delta Transit might be willing to work with them but nothing was done. Jeanne Krieg became GM in 1995 and there were some changes in city management so conversations didn't start again until 1998. In 1999, the 1st contract between the City of Antioch & Tri Delta Transit was signed. It was an agreement that Tri Delta Transit would apply for the funding on behalf of the City of Antioch and compile/submit all of the required funding reports for them. This did not absolve the city of the alcohol/drug testing requirements, vehicle inspection requirements, or licensing requirements but did relieve them of the statistical reporting requirements. The goal of the City of Antioch was to eventually turn complete operation of the senior bus service to Tri Delta Transit so they could get out of the bus business.

Considerations

- There is a new emphasis on Title VI requirements.
- There are changes in reporting requirements.
- There have been decreases in funding.
- There is a regional and national emphasis on consolidation of duplicative transportation service.
- The City of Antioch's cost per hour to operate the senior bus is \$71.05, based on their reports. Tri Delta Transit's incremental cost per hour to operate the same service would be \$50.00.

- Tri Delta Transit can provide the same level of service as is currently provided by the Antioch Senior Bus for \$100,000 less per year.
- Tri Delta Transit (unlike the City of Antioch) can operate equipment that is purchased with federal transportation funds so future bus purchases for equipment that will serve the Antioch seniors can be made using federal capital funds instead of local operating funds, keeping 80% of the cost of a bus from being taken from Tri Delta Transit's operating funds.
- ECCTA has provided capital and operating funding for the Antioch Senior bus since 1999. The operating funds provided to the City of Antioch in 2011-12 will be \$275,000. Over the years, \$2,840,000 in operating funds and \$254,000 in capital funds (taken from ECCTA's operating budget – see previous bullet point) have been passed through to the City of Antioch.
- The thirteen-year agreement has been mutually beneficial because the City of Antioch has taken load off the Tri Delta Transit paratransit system. The days of mutual benefit are over due to changing federal and state funding as well as reporting and compliance requirements.
- If Contra Costa County discontinues their current program of reimbursing Tri Delta Transit for the full Dial-a-Ride fare for trips to nutrition programs throughout East County, all passengers traveling to nutrition sites will be affected. If this occurs, the Board of Directors will be asked to make a policy decision.
- Tri Delta Transit and City of Antioch staff members met to develop a transition plan for the City of Antioch as well as for the seniors in the event the contract is discontinued and the Antioch Senior Bus service is folded into Tri Delta Transit's Dial-a-Ride service. The recommended steps are:
 - The City of Antioch will relinquish the three ECCTA-funded buses to Tri Delta Transit on August 31, 2012 by the end of the business day.
 - Tri Delta Transit will provide 5000 bus tickets each twelve months to the City of Antioch for four years, assuming the senior program continues. The City can sell the tickets to the seniors for whatever price they set. This assumes Contra Costa County continues full fare reimbursement for transportation to the nutrition program.
 - If the 5000 tickets are distributed prior to the end of the 12-month period, the City can purchase additional tickets at Tri Delta Transit's regular Dial-a-Ride fare and re-sell them to the seniors at a discounted price or the seniors can pay the regular Dial-a-Ride fare.
 - Tri Delta Transit staff will conduct workshops at the Antioch Senior Center throughout the summer to assist the seniors with the transition.
 - During the first two weeks of transition from the Antioch Senior Bus to Tri Delta Transit Dial-a-Ride, a Tri Delta Transit staff member will be at the senior center to assist with any issues that arise and to answer questions about the service.

The result of this plan will be:

- The Antioch seniors will continue to have access to bus service so they can attend events at the Antioch Senior Center as well as travel to locations throughout Antioch. Additionally, they will have access to locations throughout East County. The fare for 5000 of the trips each year will be determined by the City of Antioch who will sell bus tickets to the seniors.
- The Antioch seniors who ride free to the Antioch Senior Center nutrition program will continue to ride free. This assumes Contra Costa County continues full fare reimbursement for transportation to the nutrition program.

Staff Recommendation

1. Extend the current contract between Tri Delta Transit and the City of Antioch which expires June 30, 2012 to August 31, 2012.
2. Do not enter into an agreement for pass-through funding with the City of Antioch beyond August 31, 2012.

ATTACHMENT "B"

Wehrmeister, Tina

From: Peter Engel [pengel@ccta.net]
Sent: Tuesday, March 06, 2012 10:50 AM
To: Wehrmeister, Tina
Subject: Senior Bus Measure J funding

Tina-

After doing some research from old resolutions I was able to determine that the City of Antioch Measure C funding was separate from Tri Delta Transit during the first five years of allocations FY 90-91 through FY 94-95. Starting in FY 95-96 the Antioch portion was rolled into Tri Delta's allocation. I have not been able to find any reference to the split between Tri Delta and Antioch but only for the total allocation to east county. Every year though the amount worked out to 16.4% of the east county amount as follows:

	Tri Delta	Antioch	Total East County	Percentage to Antioch
1990-91	\$186,000	\$36,500	\$222,500.00	16.40%
1991-92	\$221,578	\$43,375	\$264,953.00	16.37%
1992-93	\$239,740	\$47,030	\$286,770.00	16.40%
1993-94	\$226,325	\$44,399	\$270,724.00	16.40%
1994-95	\$229,858	\$45,092	\$274,950.00	16.40%

Technically the Measure J Expenditure Plan does not recognize the City of Antioch as a separate recipient for Measure J funding. It only recognizes current Measure C recipients at the end of Measure C as Measure J recipients. If the City was interested in maintain its own service, we would need to sit down with Tri Delta Transit and negotiate an amount. Based on the 16.4% the City could get around \$100,000 annually.

Hope this helps.



Peter Engel, Program Manager
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Walnut Creek, CA 94597
V: 925-256-4741
F: 925-256-4701
pengel@ccta.net / www.ccta.net

3 of 6
MAYOR & COUNCIL

Antioch Committee on Aging

415 W. 2nd Street
Antioch, California 94509-1290

William A. Chapman
Chairman

..... Directors
Susan Anderson
Vickie Fields-Johnson
Leo Fontana
Rebecca Knapp
Jeannie K. Rhodes

Mno Grant
Robert Beswick
Prior Chairman



February 25, 2012

To the Board of Directors

RE: Memo concerning - The Antioch Senior Bus Service and Tri Delta Transit

Ladies and Gentlemen,

The current service and costs level available to the Seniors of Antioch will be radically changed effective August 31, 2012. The 50 Cent per ride fare - currently charged to the Seniors - will increase to \$2.50 per one-way ride - a 500% increase. For Seniors living on a fixed income - the increase will mean fewer bus rides to the Antioch Senior Center, fewer medical appointments, fewer opportunities to do grocery shopping.

Of course a Senior could forgo the cost increase by walking or by buying a car.

During the 2009/2010 year the Seniors used almost 23,500 bus fares on the Antioch Senior Bus. In a single year 2,300 passengers required Lift Assistance to board the bus.

Currently Tri Delta has proposed providing 5,000 bus tickets annually to Antioch - which would amount to only 21 % of the 2009/2010 rider-ship. The Seniors would be tapped for additional fare increase - some \$37,000.00/annum.

On Wednesday - February 16, 2012 at the Tri Delta's Board of Directors Meeting - during the two minutes allocated per public comment - I presented my concerns about Personal Safety, Scheduling, and Accommodations for Senior Health equipment.

On behalf of the **Antioch Committee on Aging** I attempted to ask questions concerning the proposed revisions to the Bus Service - Board interruptions, limited my presentation. For your review I have attached a syllabus of my intended presentation.

William A. Chapman
Chairman



TRI DELTA TRANSIT

EASTERN CONTRA COSTA TRANSIT AUTHORITY

801 Wilbur Avenue
Antioch, California 94509
925.754.6622
925.757.2530 FAX

William Chapman
Chair, Antioch Committee on Aging
415 West 2nd Street
Antioch, CA 94509-1290

February 29, 2012

To: Chairman William A. Chapman
Director Susan Anderson
Director Vickie Fields-Johnson
Director Leo Fontana
Director Rebecca Knapp
Director Jeannie K. Rhodes

The next scheduled meeting of the Tri Delta Transit Board of Directors is on March 28th so, since the nature of your letter requires a response sooner than that date, I will be responding on their behalf. When they meet on March 28th, I will present your letter as well as this response. If they have a further response, I will send it after their meeting.

I apologize if you felt your comments were not given the proper time and attention during the February 22nd meeting of the Tri Delta Transit Board of Directors. The comments being presented by most of the speakers were more appropriate for the Antioch City Council to hear as that is the body that will be making the final decision about the future of the Antioch Senior Bus. The Tri Delta Transit staff and the Board of Directors, while always interested in public comments, were concerned that the group had the impression that the decision about the Antioch Senior Bus service would be made at the February 22nd board meeting. As you saw, that was not the case.

The decision made by the Tri Delta Transit Board of Directors was to discontinue its contract with the City of Antioch. The decision was based on the financial and regulatory realities of public transportation. The only way such a contract can legally continue would be if Tri Delta Transit enters into an identical agreement with each of the other members of the Joint Powers Authority (Oakley, Brentwood, Pittsburg, and Contra Costa County.) Since this is not an option, the Tri Delta Transit Board of Directors made the choice that protects the agency against regulatory sanctions.

Now that the contract will not continue, the Antioch City Council will decide what direction they want to take. They have identified two options:

1. The City of Antioch can apply for funding on their own and continue to operate the senior bus and charge whatever fare they determine.
2. The City of Antioch can discontinue the bus program and turn to Tri Delta Transit to provide transportation services to the Antioch seniors that currently use the Antioch Senior Bus. This service would be provided on the door-to-door Tri Delta Transit service called Dial-a-Ride.

If the City of Antioch decides to discontinue the senior bus program and to turn to Tri Delta Transit for assistance, Tri Delta Transit also has two choices:

1. Tri Delta Transit can continue to accept applications from any senior or disabled individual in East County and provide service on the Dial-a-Ride system. The regular fare is \$2.50 each way. Currently Contra Costa County provides coupons for free transportation to the four nutrition programs in East County. This would include interested citizens of Antioch.
2. Tri Delta Transit can work with the City of Antioch to ease the seniors who have enjoyed paying 50¢ per trip since 1990 into paying a fare equal to other seniors in East County. The proposal you referred to (5,000 ticket annually for four years) has not been approved by the Tri Delta Transit Board of Directors and is merely a proposal developed by the staff members of Tri Delta Transit and the City of Antioch. The level of tickets might be less – or not at all.

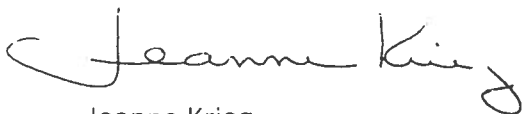
To answer some of your specific points:

- Fare: Seniors throughout East County live on a fixed income and pay the \$2.50 fare. Antioch seniors have paid a deeply discounted fare for many years. I appreciate the precarious financial situation many are in but the fact remains: Tri Delta Transit, as a public agency, is not permitted to treat people within the same class (seniors) differently. I understand that sounds harsh to the Antioch seniors but the non-Antioch seniors are also expressing the “not fair” sentiment because they are required to pay \$2.50 while the seniors in Antioch only pay 50¢.
- Equipment: All of the Tri Delta Transit buses are equipped with lifts. The lifts were used over 40,000 times on Tri Delta Transit’s Dial-a-Ride system in FY 2010-11. All buses have tie down systems for safe transport of mobility devices – including scooters. Safety equipment that is installed on Tri Delta Transit Dial-a-Ride buses that is not installed on the Antioch Senior bus includes:
 - On-board security camera
 - Drive-Cam system (this records accidents/incidents inside and outside the bus)
 - Emergency alarm button that notifies the dispatcher that there is an issue
 - GPS vehicle location system so we know exactly where every bus is at every moment
 - Two-way radio that is in constant communication with the dispatch office as well as with the other buses

- Tickets: Your figure that the proposed 5000 bus tickets would amount to 21% of the 2009-2012 ridership fits with what the Antioch City staff has reported. According to their reports, the other 79% are free trips that are paid for by the Contra Costa County nutrition program. Providing 5000 tickets per year for four years is merely a staff proposal at this time. The final decision will be made by the Tri Delta Transit Board of Directors.
- Personal Safety: The Tri Delta Transit Dial-a-Ride operators are trained professionals who look out for their passengers. They know their passengers and go above & beyond to make sure the passengers are safe. The Dial-a-Ride buses are for seniors and disabled individuals only. There are no adolescents (unless the individual is disabled). The service is door-to-door, meaning the passengers do not have to walk to or from a bus stop. Our drivers assist with packages and always make sure our customers are safely inside prior to leaving.
- Scheduling: I understand that the senior buses are regularly used for special events (cookie sales, Christmas lights) and it is true that this would no longer be an option. Tri Delta Transit has very strict charter regulations that we must comply with because we are recipients of federal funding. The Antioch Senior Bus is not required to comply with those regulations.
- Accommodations: Tri Delta Transit's Dial-a-Ride system provided nearly 130,000 trips to seniors last year, including passengers with memory issues. The drivers are experienced accommodating seniors. They know their passengers and watch out for them.
- Antioch School Bus Service: You asked if Tri Delta Transit will be taking over Antioch School Bus services. This has not been discussed and, while many students use the Tri Delta Transit fixed route bus system to get to and from school, those students would not be using the Dial-a-Ride system.

The future of the Antioch Senior Bus will be decided by the Antioch City Council. Whatever is decided (1. The Antioch Senior Bus will continue as is or 2. The City of Antioch will look to Tri Delta Transit to provide transportation services to the seniors), Tri Delta Transit is poised to be as supportive as possible.

Sincerely,



Jeanne Krieg

c: Tri Delta Transit Board of Directors

Points

Personal Safety

Repeat Bus Drivers WHO KNOW their passengers and watch out for THEM!!!
Committed & Dependable Bus Drivers who assist Seniors in loading & off loading
Personal Safety Areas for the Bus loading and off loading -
Transportation with peers - Not adolescents
Transportation of purchases - Security
Full Occupancy on the Bus

Scheduling

Accommodation of Seniors Schedules and needs - bathroom events
Special Senior Events service

Accommodation for Senior Health equipment and limits

Lift Assisted passengers - over 2,300 in just one year!!
what about Scooter Wheel Chairs - tie them on the front??
Wheel Chairs
Walkers
Canes
Crutches
Age infirmed - Memory, agility

Without a Dependable Service

More Seniors will be Driving - with or without a License/Insurance

A strict Bus Schedule - and what size BUS ???

Means Seniors walking home
Missed Medical/Doctors Appointments

Questions

The Antioch Senior Center has over 1,500 paid members - (who also VOTE)

Will Tri Delta Transit be taking over the Antioch School Bus Services?
Currently provided to the youngsters of the community?

In 2009/2010 - Seniors used almost 23,500 Bus Rider ships
How many personal Cars did this replace?
How man parking spots will be required to accommodate
How many auto accidents were avoided? BUMPER Cars - Anyone?

What other Tri Delta Service/Route has the same Bus Occupancy Ridership level?

If the seniors lose the round trip - dependably and service of the Senior Bus Service; as it is currently administer and scheduled, by the Antioch Senior Center - THEN WHAT

The only dependable transportation service for a Senior in Antioch -
would become

the ONE WAY transportation Service provided by Higgins.

TRANSPORTATION

Tri Delta to end senior bus subsidy

Antioch weighs alternatives to keep program running

By Paul Burgarino
*pburgarino@
 bayareanewsgroup.com*

Antioch could be one step closer to being out of the bus business.

As a standing-room-only crowd of concerned seniors looked on, Tri Delta Transit directors agreed this week to stop passing a \$275,000 subsidy to the city to run a discounted senior bus program.

The Antioch City Council will now have to decide if it wants to pursue a transition plan that would turn over operations to Tri Delta and keep fares low for its elderly riders — many of whom are on limited incomes. The city could also start its own program and seek own its own grants to fund it.

Antioch residents age 60 and older are now charged 50 cents per ride.

Under Tri Delta's first proposal in late 2010, Antioch seniors would have been charged Tri Delta's one-way fare of \$2.50. That plan drew criticism from Antioch leaders and led to the two sides working on a compromise.

"We had to reconcile a way to protect seniors fi-

nancially and ensure there is no change in moneys paid two to three years down the road," said board member Brian Kalinowski, an Antioch councilman.

In the latest proposal, Tri Delta would provide 5,000 bus tickets annually to Antioch for four years and the city can set its own price. Antioch would have to buy additional tickets for Tri Delta.

In return, the city would give its three buses back to the transit agency.

The change would not affect a county program that gives free rides to low-income seniors to the Antioch Senior Center for lunch.

According to Antioch Community Development Director Tina Wehrmeister, the city had 6,398 one-way bus trips from October through January. About 73 percent of those rides were from seniors using the free service.

Tri Delta Transit has applied for funding on Antioch's behalf since 1999 and passed the money to the city. Wednesday's decision means that will now end Aug. 31, said Jeanne Krieg, Tri Delta's chief executive officer.

Tri Delta's board would have to approve Antioch's decision.

CL

TUESDAY, FEBRUARY 21, 2012

TRANSPORTATION

Proposal would save senior bus program

City of Antioch, transit agency near deal on takeover plan

By Paul Burgarino

pburgarino@bayareanewsgroup.com

A bus program that allows Antioch's older residents to ride for little or no cost may continue to roll along after all.

Since Antioch raised objections last fall to Tri Delta Transit's plans to cut costs by taking over its bus program and charging seniors more for rides, the two parties have worked to resolve the issue.

"We both agreed on the final goal that we want the seniors to be impacted as little as possible," said Jeanne Krieg, Tri Delta's

executive director.

Tri Delta's board of directors will consider a plan this week where the transit agency will take over bus operations for the senior program and provide 5,000 bus tickets annually to Antioch for four years.

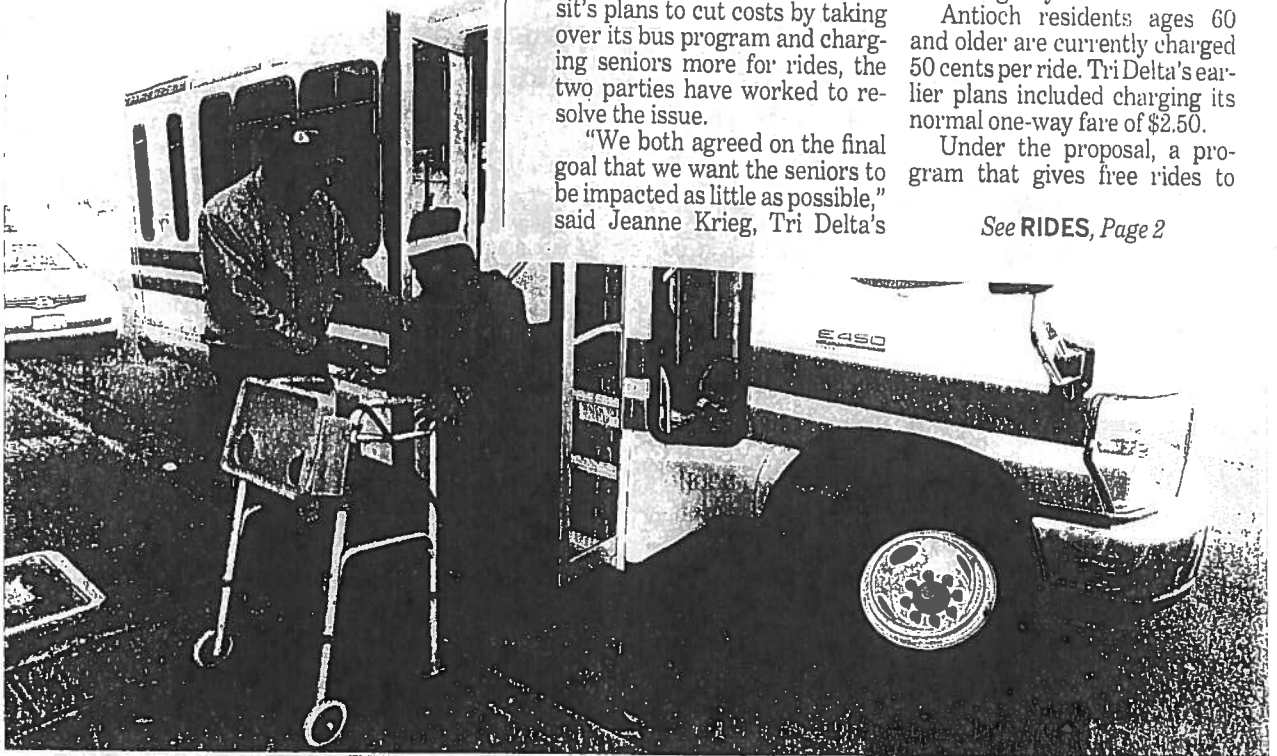
Antioch can then sell the tickets to seniors for whatever price it chooses.

In return, the Delta city would give its three buses back to the transit agency.

Antioch residents ages 60 and older are currently charged 50 cents per ride. Tri Delta's earlier plans included charging its normal one-way fare of \$2.50.

Under the proposal, a program that gives free rides to

See RIDES, Page 2



JOSE CARLOS FAJARDO/STAFF PHOTOGRAPHER

A Tri Delta Transit driver assists senior Evelyn Harden-Lewis of Antioch, as she arrives at the Antioch Senior Center.

Rides

Continued from Page 1

low-income seniors to the Antioch Senior Center for which would remain.

The deal sounds good in concept though some details would need to be hashed out, Antioch Councilman Brian Kalinowski said.

"I think that, at least from what has been discussed, it satisfies our interests in ensuring there won't be financial impact to our seniors," he said. "The only change

is in the process of who gets them there."

A benefit is that seniors would be able to ride anywhere in East County, not just Antioch, Krieg said. They can also take advantage of Tri Delta's weekend service to go shopping or attend church, she said.

"In six months, hopefully we'll have a lot of happy seniors because they'll have so much available to them," Krieg said.

Tri Delta Transit has applied for funding on Antioch's behalf since 1999 and passed the \$275,000 subsidy

to the city for the program.

Tri Delta officials are looking to cut about \$1.8 million from the agency's \$19.3 million operating budget. The district could provide the service for about \$100,000 less than the city, Krieg said. It would also meet a growing demand in regional and local transportation to reduce duplication of efforts.

Antioch's cost per hour to operate the senior bus program is \$71.05, while it would cost Tri Delta \$50 to run the same service, Krieg said.

One monkey wrench

in the plan could be if the county discontinues its current policy of reimbursing Tri Delta the full Diaria-Ride price for driving seniors to its nutrition program.



However, that program's status is uncertain regardless of the bus change.

If approved, the service changes would start in September. Several workshops would be held at the Antioch Senior Center over the summer to ease the transition, Krieg said.

Contact Paul Burgarino at 925-779-7164.

CT

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF MARCH 27, 2012**

PREPARED BY: Brian Nunnally, Economic Development Analyst 
APPROVED BY: Jim Jakel, City Manager 
DATE: March 21, 2012
SUBJECT: Proposal by Mesa Outdoor to erect and maintain a billboard on City-owned property

RECOMMENDATION:

It is recommended that Council provide direction to Staff on the proposal by Mesa Outdoor to erect and maintain a billboard on City-owned property.

SUMMARY:

Mesa Outdoor (Mesa), a company that has developed and operates 10 signs in California spanning from Lake County in Northern California to Imperial County east of San Diego, is proposing to erect and maintain an LED monument sign billboard on a City-owned parcel along State Route 4 (SR4) just east of the Antioch-Pittsburg border near the intersection of Delta Fair and Century Boulevards (APN 074-080-029, see *Attachment A* for map).

All construction costs and maintenance of the sign, which may be designed in a style consistent with the existing City of Antioch blue granite monument signs should the Council so desire, will be paid by Mesa; the project design proposal includes anti-graffiti measures and solar panels, and two additional non-monetary terms worth noting are the Community Benefit provision in which Mesa will provide the City one “click” on the sign free of charge for groups and messages approved by the City, as well as Mesa’s willingness to grant the City approval authority over the advertising messages displayed should the City, in its reasonable judgment, find an advertising message to be inappropriate.

BACKGROUND:

In November 2011 Mesa Outdoor approached Staff about the possibility of locating a billboard within Antioch city limits at a SR4-visible location. Subsequently, Staff researched similar deals and both parties have discussed preliminary terms based on the existing billboard market.

In February 2012 Mesa applied for and received preliminary conformance approval from the California Department of Transportation, which indicates that the proposed location satisfies all State requirements.

FINANCIAL IMPACT:

Mesa has proposed to pay the City \$5,000 per month as a minimum monthly payment starting on the first day of construction. The minimum payment will increase by 2% per year throughout the 30-year life of the lease. After the first year of operations and each year thereafter, the City will be entitled to 25% of the net revenue generated by the sign to the extent that 25% of the net revenue exceeds the minimum monthly payment. Net revenue will include all revenue from the sign minus advertising agency commissions subject to a 15% maximum agency commission.

To ensure transparency, Mesa has committed to creating a separate LLC for the project and agreed to report its full tax return to the city each year for the purposes of verifying revenue. The average monthly net revenue from the sign will be calculated each year and then multiplied by 0.25 and compared to the minimum monthly payment. The City's monthly rent payment for the next year will be the greater of 25% of monthly net revenue from the previous year, or the minimum monthly payment of \$5,000 per month increasing at 2% per year.

OPTIONS:

- Provide direction on a potential Agreement with Mesa Outdoor
- Decline to enter into negotiations on an Agreement with Mesa Outdoor
- Provide alternate direction

ATTACHMENTS:

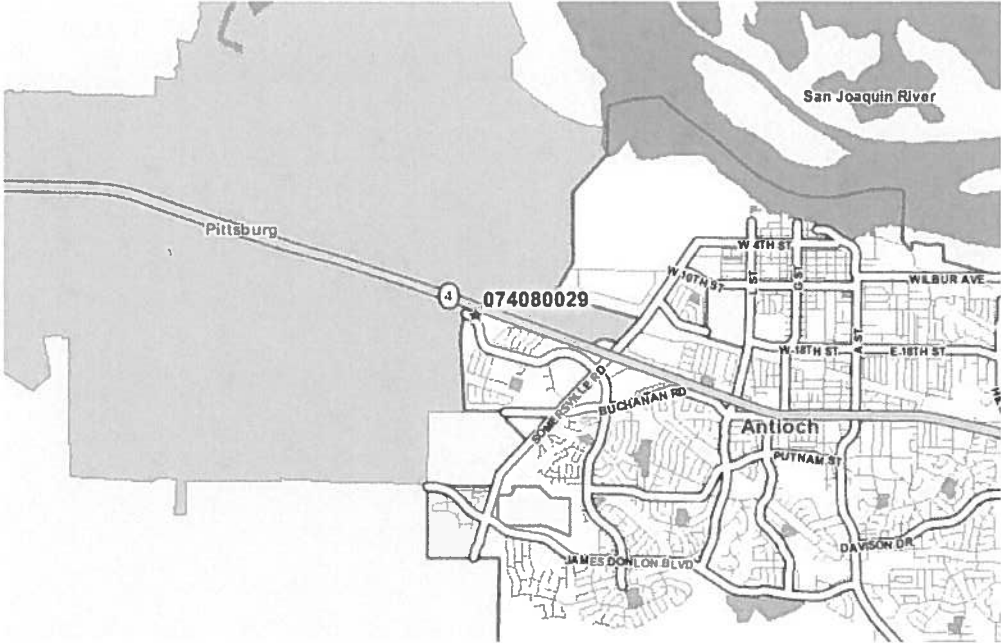
- A. City of Antioch LED Monument Sign Proposal
- B. Antioch Special Considerations
- C. Martinez/Sacramento Backgrounds
- D. LED Monument Sign – Key Deal Points
- E. California Department of Transportation Preliminary Conformance Approval



City of Antioch LED Monument Sign Proposal

We propose to establish a lease between the City of Antioch and Mesa Outdoor, LLC (ODA License #541) for the operation of an LED monument sign on APN: 074-080-029.

Area Map:



Site Map with sign drawn in purple(actual location subject to change based on planning approval):





582 Market Street, Suite 1508 | San Francisco, CA 94104

Antioch Special Considerations:

Monument Sign – Mesa will work with Antioch to design a state of the art Monument Sign and install it at no cost to the City.

Revenue Generation – Mesa will pay the city \$5,000/month as a minimum monthly payment starting on the first day of construction. The minimum payment will increase by 2% per year throughout the life of lease. After the first year of operations and each year thereafter, the City will be entitled to 25% of the net revenue generated by the sign to the extent that 25% of the net revenue exceeds the minimum monthly payment. Net revenue will include all revenue from the sign minus advertising agency commissions subject to a 15% maximum agency commission.

Transparency - Mesa will create a separate LLC for the project and report its full tax return to the city each year for the purposes of verifying revenue. The average monthly net revenue from the sign will be calculated each year and then multiplied by 0.25 and compared to the minimum monthly payment. The City's monthly rent payment for the next year will be the greater of 25% of monthly net revenue from the previous year, or the minimum monthly payment of \$5,000/month increasing at 2% per year.

Community Benefit/Business Development – Mesa will provide one “click” on the sign free of charge to groups and messages approved by city staff.

Local Business Development – Mesa Outdoor is a Bay Area business that prides itself on working with other local businesses up and down the state in the markets it serves. Mesa has developed and operates 10 signs in the state of California, spanning from Lake County in Northern California to Imperial County east of San Diego. Mesa is run by Mike McCoy and Reid Lewis, and has a group of investors and advisors from Stott Outdoor and Next Media.

Anti-Graffiti – Mesa will install fencing at the base of the sign for deterrence, and graffiti detection cameras on the sign to facilitate the quick removal of graffiti.

Sustainability – Mesa will install solar panels on top of the advertising faces to offset a portion of the electricity needed to operate the sign.



Martinez Background:

CBS Outdoor owned a sign on I-680 near the Benicia Martinez Toll Plaza where the City of Martinez received free advertisements on the side of the sign coming into town, and CBS leased out the other side of the sign for profit. CBS approached the city and proposed to relocate the sign to a location one-half of a mile away on I-680 where it had negotiated a more favorable lease, and to convert the sign to an LED message center. Instead of providing the city with 50% of one static sign, CBS offered the city one "click" on an LED message center for community messages, as well as 11% of the revenue produced by the new sign. The sign was approved in September 2011 and will be built this winter.

Sacramento Background:

In exchange for removing 13 existing signs and dropping a lawsuit against the City, the City of Sacramento granted Clear Channel Outdoor exclusive rights to develop LED billboards on its properties, giving Clear Channel a monopoly status in the region for digital signage.



LED Monument Sign – Key Deal Points

This document summarizes the key deal points and terms for the recently approved Martinez and Sacramento LED Signs, and establishes a framework for reaching terms for a new LED Monument Sign in Antioch.

	City of Martinez	City of Sacramento	City of Antioch
Median Household Income* (2009):	\$74,043	\$47,107	\$57,747
Median Home Price* (2009):	\$418,665	\$250,300	\$256,500
Number of Signs in the Agreement:	1	4	1
Traffic Counts (cars/day):	110,000	141,000; 148,000; 168,000; 195,000	115,000
Date Approved:	September 2011	May 2010	Pending – Spring 2012
Project Located on City Owned Land?	No	Yes	Yes
Project Granted Monopoly Status by City?	No	Yes	No
City Signing Bonus:	No	\$41,250 per sign	No
City Construction Bonus:	No	\$41,250 per sign	\$100,000 City of Antioch Monument Sign installed at no cost to the city.
Operating Compensation:	11% of Revenues; No Minimum	\$15k/month/sign for years 1-5; \$15k/month/sign or 30% of revenues (whichever is higher) thereafter	25% of revenues, or a minimum of \$5k/month increasing at 2% compounded annually (whichever is higher).
City Monument Sign?	No	No	Yes
Operating Restrictions?	Yes	Yes	Yes
Community Messages?	One "click" entering town	No	One "click" entering town
Amber Alert	Yes	Yes	Yes
Anti-Graffiti?	Yes	Yes	Yes
Term	Perpetual	30 years	30 years
Sustainability Measures:	No	Green Energy Purchasing	Solar Panels installed on top of the sign

*city-data.com

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRAFFIC OPERATIONS
1120 N STREET, MS 36
P. O. BOX 942874
SACRAMENTO, CA 94274-0001
PHONE (916) 651-9327
FAX (916) 651-9359
www.dot.ca.gov/ods

ATTACHMENT E



*Flex your power!
Be energy efficient!*

February 21, 2012

Mesa Outdoor, L.L.C.
Mike McCoy
582 Market Street #1508
San Francisco, CA 94104

Re: Application No. A04-0448 on the South side of 4 in Contra Costa County, 5150 feet West of Somersville Road

Dear Mr. McCoy:

The referenced display location is conforming at this time. One hundred dollars of the preliminary review fee shall be credited toward an application for a permit at this location if a permit is applied for within one year of the above date and the display location remains conforming.

If you have any questions, please feel free to contact me at (916) 651-9327.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Parmelee".

Kenneth Parmelee
Outdoor Advertising Program

Enclosures

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF MARCH 27, 2012**

Prepared by: Phil Hoffmeister, Administrative Analyst

Reviewed and Approved by: Ron Bernal, Director of Public Works *REB*
Tina Wehrmeister, Director of Community Development *TW*

Date: March 14, 2012

Subject: Authorization to Cast Ballots for 2012 Community Clean Water Initiative

RECOMMENDATION

Staff recommends adopting the attached resolution authorizing the City Manager to cast ballots for the 2012 Community Clean Water Initiative in the affirmative for all parcels owned by the City of Antioch and submit those ballots by the deadline of April 6, 2012. In the event Council does not wish to vote in the affirmative, an additional resolution is attached that would direct the City Manager to cast "No" votes.

BACKGROUND INFORMATION

The City of Antioch, along with the County of Contra Costa, the Contra Costa County Flood Control and Water Conservation District (Flood Control District), and the other 18 cities/towns, are joint storm water permittees regulated by the San Francisco Regional Water Quality Control Board and Central Valley Regional Water Quality Control Board (Water Board). In 1991, those municipalities came together to form the Contra Costa Clean Water Program (Program) to help meet and comply with regulations of the Federal Clean Water Act, the State of California Porter-Cologne Water Quality Control Act, and storm water permits from the Water Board. Since that time, funding has been a struggle since no federal or state funding was made available to meet those mandates. In 1992, the Program established a Storm Water Utility Assessment (SUA) to fund compliance activities. Assessments were collected by the Flood Control District (except for the cities of Richmond and Brentwood), and disbursed to the individual agencies.

In the ensuing years, inflation and expanding permit mandates have progressively increased the costs of storm water permit implementation and drainage system maintenance. All municipalities now charge the maximum rate authorized by their local SUA. In 2009, the Water Board adopted the Municipal Regional Storm Water Permit (MRP), the 3rd iteration of the municipal storm water permit. The MRP is more prescriptive regarding ongoing pollution-prevention activities and mandates greatly expanded storm water monitoring, which is implemented mostly on a countywide and

regional scale, and trash controls which is implemented on the local level. This created a situation where the municipalities are mandated to perform activities well beyond their current funding capacity.

To evaluate the level to which additional permit requirements equate to increases in costs to the municipalities, the Contra Costa Clean Water Program secured a consultant to investigate additional public financing mechanisms that co-permittees could use to fulfill the requirements of the 2009 MRP. One of the tasks was to collect and analyze background and reference information and to review and analyze projected future annual costs and sources of funding. Countywide, the analysis showed a funding shortfall growing to over \$8 million in the next few years. For Antioch, the funding shortfall would grow to over approximately \$1.2M by fiscal year 2014.

The funding mechanisms developed were evaluated, and through statistically-valid public opinion polling, the property-related fee mechanism was identified as the preferred option. The fee levels were tailored to balance the needs of the various municipalities with the level of support found among the communities. For the East County Watershed Area, which includes Antioch, the base fee for an average residential parcel was established at \$12.

The Contra Costa County Board of Supervisors, acting as the governing board for the Flood Control District, voted on December 6, 2011 to accept the engineer's report and begin the process under Proposition 218. On February 7, 2012, the Board held a public hearing on the matter, and after three hours of testimony voted to proceed to the mail ballot phase. Ballots were mailed on February 21st. Ballots must be received by the designated authority on or before April 6, 2012 at 5:00PM.

DISCUSSION

The primary purpose of the City's storm water program is to implement the foregoing federal and state mandated regulations by targeting the reduction of pollutants in water runoff into and from the municipal separate storm sewer system (these regulations are widely known as "NPDES" or "National Pollutant Discharge Elimination System" permit requirements.). NPDES permits have traditionally been re-issued on a five-year cycle, and have become more rigorous with each renewal as a result of public comments, third-party lawsuits or other mandates.

Although some permit requirements can be implemented regionally through the Contra Costa Clean Water Program, each municipality is individually responsible for adoption and enforcement of most permit requirements. The 2009 MRP added substantial and costly requirements in the areas listed below:

- Keep trash and pollution out of our local creeks, reservoirs, lakes, the Delta and San Francisco Bay. This involves the retrofit of existing storm drain inlets with full trash capture devices;
- Additional water quality monitoring to protect local sources of clean drinking water from contamination and pollution;
- Prevent illegal or toxic discharges from industrial and commercial properties;
- Additional controls and activities to address mercury, PCBs, copper, PBDEs, legacy pesticides and selenium in the San Francisco Bay and Delta; and
- Provide other clean water and pollution control services and facilities required by federal and state regulations.

Unfortunately, the infrastructure improvements and services needed to meet the requirements of the NPDES permit exceed the revenues available to the City through the storm water utility assessment, which remains flat at approximately \$850,000 (net return to source). The City receives no federal or state funding sources to fund this mandate. As an illustration, the City's storm water program budget in FY 2000-2001 was approximately \$670,000. After 10 years and going through 2 permits renewals, that budget has increased to approximately \$1.1M. To offset this deficit, cash reserves have been utilized, which will be depleted by the end of FY 2013-14.

The decision to seek public funding was made in an effort to ensure that cities remain in compliance with the NPDES permit. Non-compliance with the Permit will expose the City to civil penalties, fines, federal enforcement action, and third-party litigation. Civil penalties can reach \$10,000 per day, per violation.

The proposed 2012 Community Clean Water Initiative is a countywide, watershed-based, balloted, property-related fee. The fee rates for properties are based upon impervious area individually calculated for each parcel, based upon attributes such as land use and size. The proposed base rate for a typical single family home in Antioch is \$12 per year. There are different multiplier factors for a smaller or larger-size lot. The initiative includes fiscal accountability and administrative elements including creation of an independent citizen's oversight committee, mandatory annual audits, and an expiration date. The revenue generated by the Clean Water fee will be completely returned to the City where it was collected, less collection fees and other minor administrative costs (commonly known as "100% return to source").

Antioch owns over 650 parcels; however, many of those are unimproved, with no impervious surface, and therefore has no fee assessed. In total, 209 of the City's

parcels would be subject to the fee. Of those 209 properties, 19 ballots were received that list the Antioch Development Agency (ADA) as property owner. It appears that the County Assessor's office may not have updated that information by the time ballots were mailed out. Staff has confirmed that these 19 parcels owned by the ADA were transferred to City ownership in March 2011 and the City Manager can sign the ballots on behalf of the City as directed by the City Council.

Staff is seeking authority to cast a vote for the ballots associated with these parcels and is seeking Council approval to vote "Yes" on the ballot for each parcel. A copy of one such ballot is included as Attachment "A" along with the official ballot guide that was included in the mailing. A list of the parcels that would be affected is also included as Attachment "B".

OPTIONS

The Council may choose to:

1. Direct the City Manager to vote "No" on the 2012 Community Clean Water Initiative ballots for each City parcel proposed to be assessed. An alternative resolution has been provided for this option.
2. Do not cast City ballots. This will give more weight to ballots cast by private property owners.

FINANCIAL IMPACT

The City's Clean Water Program has been using its reserve to stay in compliance for the past five years. This reserve fund is expected to run out in 2.5 years if no new funding is identified. The City of Antioch owns 652 parcels, 209 of which would be assessed by the 2012 Community Clean Water fee. The total annual fee for City-owned parcels is \$8,540.18. If approved, the Clean Water fee will bring approximately \$490,000 annually to allow the City to stay in compliance with its NPDES permit.

ATTACHMENTS

- A: Copy of Official Ballot and Ballot Guide
- B: City of Antioch Owned Properties Subject to Community Clean Water Initiative Fee

RESOLUTION NO. 2012/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO CAST BALLOTS FOR THE 2012 COMMUNITY
CLEAN WATER INITIATIVE FOR ALL PARCELS
OWNED BY THE CITY**

WHEREAS, the City of Antioch is a member of Contra Costa Clean Water Program (Program), along with the County of Contra Costa, all nineteen of the County's cities and towns, and the Contra Costa County Flood Control and Water Conservation District, and is a joint permittee under the National Pollution Discharge Elimination System (NPDES) permits issued by the San Francisco and Central Valley Regional Water Quality Control Boards; and

WHEREAS, the NPDES storm water permits require public agency permittees to take certain prescribed measures to keep pollutants from entering storm drain systems and from being discharged into other bodies of water, such as local creeks, reservoirs, lakes, and the Delta and Bay; and

WHEREAS, if these federal and state requirements are not satisfied, the joint permittees may be subject to violations, fines, and/or lawsuits; and

WHEREAS, the Program previously established a storm water utility assessment to fund the activities required by Water Board's permits; and

WHEREAS, in the years since the storm water utility assessment has been in place, inflation and expanding permit mandates have progressively increased the costs of storm water permit implementation and drainage system maintenance, thereby creating a situation where the joint permittees are mandated to perform activities well beyond their current funding capacity; and

WHEREAS, the Program has developed a proposal known as the 2012 Community Clean Water Initiative, whereby a property-related fee structure was crafted for all municipalities in the County that proposes to provide funding for storm water permit implementation and drainage system maintenance; and

WHEREAS, the fee structure has been submitted to property owners within each of the member public agencies for approval as a mail ballot pursuant to Proposition 218; and

WHEREAS, the Contra Costa County Board of Supervisors, acting as the governing board for the Contra Costa County Flood Control and Water Conservation District, voted on December 6, 2011 to accept the engineer's report and to begin the Proposition 218 process; and

WHEREAS, on February 7, 2012, the County Board of Supervisors held a public hearing and voted to proceed to the mail ballot phase of the Proposition 218 process; and

WHEREAS, on February 21, 2012, ballots were mailed to all owners of parcels subject to the assessment under the 2012 Community Clean Water Initiative which must be returned to the designated authority by April 6, 2012; and

WHEREAS, the City of Antioch owns two-hundred and nine parcels that would be subject to the assessment and has received ballots accordingly; and

RESOLUTION NO. 2012/**

March 27, 2012

Page 2

WHEREAS, the City has an opportunity to cast ballots for all parcels proposed to be assessed; and

WHEREAS, this Resolution is not a "project" under the California Environmental Quality Act (Cal. Pub. Res. Code § 15378(b)(4)) because the proposed property-related fee is a government funding mechanism and fiscal activity that does not involve any commitment to a specific project that may result in a potentially significant environmental impact.

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

1. The above recitals are true and correct and incorporated herein by reference.
2. The City Council authorizes the City Manager to cast ballots for the 2012 Community Clean Water Initiative in the affirmative for all parcels owned by the City of Antioch, and to hand-deliver those ballots to the Clerk of the Board of Contra Costa County Supervisors at 651 Pine Street, 1st Floor, Room 106, Martinez, California, so that they are received on or before by April 6, 2012 at 5:00 p.m.
3. This Resolution shall become effective immediately upon passage and adoption.

* * * * *

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 27th day of March 2012, by the following vote:

AYES:

NOES:

ABSENT:

DENISE SKAGGS, City Clerk

RESOLUTION NO. 2012/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO CAST BALLOTS FOR THE 2012 COMMUNITY
CLEAN WATER INITIATIVE FOR ALL PARCELS OWNED
BY THE CITY**

WHEREAS, the City of Antioch is a member of Contra Costa Clean Water Program (Program), along with the County of Contra Costa, all nineteen of the County's cities and towns, and the Contra Costa County Flood Control and Water Conservation District, and is a joint permittee under the National Pollution Discharge Elimination System (NPDES) permits issued by the San Francisco and Central Valley Regional Water Quality Control Boards; and

WHEREAS, the Program has developed a proposal known as the 2012 Community Clean Water Initiative, whereby a property-related fee structure was crafted for all municipalities in the County that proposes to provide funding for storm water permit implementation and drainage system maintenance; and

WHEREAS, the fee structure has been submitted to property owners within each of the member public agencies for approval as a mail ballot pursuant to Proposition 218; and

WHEREAS, the Contra Costa County Board of Supervisors, acting as the governing board for the Contra Costa County Flood Control and Water Conservation District, voted on December 6, 2011 to accept the engineer's report and to begin the Proposition 218 process; and

WHEREAS, on February 7, 2012, the County Board of Supervisors held a public hearing and voted to proceed to the mail ballot phase of the Proposition 218 process; and

WHEREAS, on February 21, 2012, ballots were mailed to all owners of parcels subject to the assessment under the 2012 Community Clean Water Initiative which must be returned to the designated authority by April 6, 2012; and

WHEREAS, the City of Antioch owns two-hundred and nine parcels that would be subject to the assessment and has received ballots accordingly; and

WHEREAS, the City has an opportunity to cast ballots for all parcels proposed to be assessed; and

WHEREAS, after discussion of this item the City Council of the City of Antioch has determined not to support this ballot initiative.

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

1. The above recitals are true and correct and incorporated herein by reference.
2. The City Council authorizes the City Manager to cast ballots for the 2012 Community Clean Water Initiative in the negative for all parcels owned by the City of Antioch, and to hand-deliver those ballots to the Clerk of the Board of Contra Costa County Supervisors at 651 Pine Street, 1st Floor, Room 106, Martinez, California, so that they are received on or before by April 6, 2012 at 5:00 p.m.
3. This Resolution shall become effective immediately upon passage and adoption.

RESOLUTION NO. 2012/**

March 27, 2012

Page 2

* * * * *

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 27th day of March 2012, by the following vote:

AYES:

NOES:

ABSENT:

DENISE SKAGGS, City Clerk

WALNUT CREEK WATER TREATMENT
c/o Carol Keane and Associates, CPA
700 Ygnacio Valley Road, Ste 360
Walnut Creek, CA 94596

**2012 COMMUNITY CLEAN WATER INITIATIVE
OFFICIAL BALLOT
CONTRA COSTA CLEAN WATER PROGRAM**

In order to:

- Protect sources of clean drinking water from contamination and pollution;
- Keep trash and pollution out of lakes, creeks, rivers, the Delta and Bay;
- Prevent illegal discharges of pollution into water bodies through improved monitoring, investigation and enforcement;
- Catch, treat, and reuse rainwater; and
- Remove dangerous pollutants and toxins from water bodies;

Do you approve the proposed annual clean water fee for your property listed on the other side of this ballot?

YES, I approve the proposed annual clean water fee.*

NO, I do not approve the proposed annual clean water fee.*

*NOTE:

The proposed annual clean water fee for your property is printed on the other side of this ballot.

Signed

Signature of Record Property Owner, or Authorized Representative

Date

Print Name

I hereby declare, under penalty of perjury, that I am the property owner or owner's authorized representative of the parcel identified on this official ballot.

Fold so that this side is on the inside before placing this ballot in the return envelope

Instructions for the completion and return of this Official Ballot are on the other side

Who May Complete this Official Ballot?

1. If the property is owned by an individual, the individual may sign.
2. If a property is held by a husband and wife, either may sign for both.
3. If two or more persons own the property as tenants-in-common or as joint tenants, any tenants-in-common, or joint tenant, may sign for all.
4. If the property is owned by a corporation, the ballot may be signed for the corporation by an officer or officers authorized to make contracts or by resolution of the corporation's Board of Directors.
5. If the property is owned by another legal entity, the ballot may be signed by any person authorized by law to make contracts for the entity.
6. If the property is owned by a public agency, the ballot may be signed by any person authorized by law to make contracts for the agency or by resolution of the agency's Governing Board.

Steps for Completing the Official Ballot

1. Verify the owner name, address, and parcel number listed on the assessment ballot are correct. If they are not correct, call 925-313-2360.
2. Fill in or clearly mark the oval next to the word "YES" or "NO" to approve or disapprove of the proposed clean water fee. To ensure a permanent mark, a pen should be used.
3. Sign and date this official ballot. Only official ballots which are signed and marked with the property owner's support or opposition will be counted. After marking your vote, simply FOLD the ballot so that your vote is on the inside of the fold. Then place the ballot in the return envelope provided. No postage is necessary to mail back your ballot.
4. If you make a mistake in completing your ballot or wish to change or withdraw your ballot, please call 925-313-2360.
5. To be tabulated, ballots MUST be received by Friday, April 6, 2012 at 5:00 p.m.
You may return your ballot in the following ways:
A) Mail your ballot to the address shown on the enclosed return envelope so that it is received on or before April 6, 2012 at 5:00 p.m.
B) Hand-deliver your ballot to the Clerk of the Board of Contra Costa County Supervisors at 651 Pine Street, 1st Floor, Room 106, Martinez, California so that it is received on or before April 6, 2012 at 5:00 p.m.



Please see other side to complete this ballot.

3 103 1 *****AUTO**5-DIGIT 94531
ANTIOCH CITY OF
PO BOX 5007
ANTIOCH CA 94531-5007



10078780



PARCEL NUMBER

PROPOSED ANNUAL FEE

← **FOLD HERE** (this side should be on outside after fold)

Official Ballot Guide



**CONTRA COSTA
CLEAN WATER
PROGRAM**

2012 Community Clean Water Initiative

**Please Return Your Ballot
Before Friday, April 6th at 5:00 p.m.**

Why Did You Receive This Ballot Guide and Official Ballot?

This ballot guide provides information about improving water quality in Contra Costa County through a proposed new Clean Water fee that will:

- Protect local sources of clean drinking water from contamination and pollution
- Remove harmful and dangerous pollutants, toxic chemicals, and potentially infectious bacteria and viruses from our local creeks, reservoirs, lakes, the Delta and Bay
- Capture, clean and use rainwater to irrigate local parks and landscaping. This "rainwater harvesting" will also decrease the impacts of polluted stormwater and urban runoff on our local creeks, lakes, the Delta and Bay
- Prevent illegal or toxic discharges from industrial and commercial properties
- Provide other clean water and pollution control services and facilities required by Federal and State clean water mandates
- Keep trash and pollution off our shorelines and out of our local creeks, reservoirs, lakes, the Delta and Bay

The official ballot included with this ballot guide allows property owners to decide on this proposed "2012 Community Clean Water Initiative." Please read the information in this ballot guide and call the Clean Water Program at 925-313-2360 if you have any additional questions. Then complete the official ballot to vote on this initiative.

2

Protecting Clean Water

Each year, tons of harmful and dangerous pollutants, bacteria and trash are carried through our communities and enter local creeks, reservoirs, lakes, the Delta and Bay. As water drains from streets, parking lots, and lawns, pollutants are picked up and enter the drainage system through thousands of catch basins throughout Contra Costa County. From there, this polluted water flows through a system of pipes, open channels and creeks into the Delta and Bay.

The Contra Costa Clean Water Program is composed of Contra Costa County, all of its nineteen cities and towns, and the Contra Costa County Flood Control & Water Conservation District. These twenty-one agencies are working cooperatively to prevent water pollution, but much more needs to be done to protect and improve local water quality. Also, new and expanded State and Federal clean water mandates require local communities to pay large fines if creeks, reservoirs, lakes, the Delta and Bay are not cleaned up. These are the reasons the Clean Water Program is proposing the 2012 Community Clean Water Initiative to improve local water quality and protect our communities from toxic and dangerous pollutants.

3



AC

Local Clean Water Bodies in East County Communities

If this measure is approved, the following local creeks and water bodies would benefit from clean water services and projects:

- Antioch Reservoir
- Contra Loma Reservoir
- Deer Creek
- The Delta
- East Antioch Creek
- Kellogg Creek
- Kirker Creek
- Lake Alhambra
- Los Vaqueros Reservoir
- Marsh Creek
- Marsh Creek Reservoir
- Markley Canyon Creek
- San Joaquin River and Shorelines
- Sand Creek
- West Antioch Creek
- Willow Creek



Photo by Elaine Chapman

Marsh Creek Reservoir



Photo by Steve Thurman

Los Vaqueros Reservoir



Photo by Steve Thurman

San Joaquin River Shoreline

4

Including Antioch, Bay Point, Brentwood, Discovery Bay, Oakley and Pittsburg



Photo by Steve Thurman

Kellogg Creek



Contra Loma Reservoir

Strict Fiscal Safeguards

The proposed 2012 Community Clean Water Initiative includes strict fiscal safeguards to ensure the proceeds are used only for local clean water and pollution control services:

- All funds shall ONLY be used for local clean water and pollution control services in your community
- 100% of all funding received will be used in the community where it was generated (i.e. 100% Return-to-Source)
- An Independent Citizens Oversight Committee will ensure all funds are spent properly
- Conduct Mandatory Annual Audits
- The Clean Water fee will expire after 10 years

5

Information About Your Proposed Clean Water Fee

The proposed annual Clean Water fee for your property is printed on the official ballot included with this ballot guide. The total amount that would be raised County-wide by the proposed 2012 Community Clean Water Initiative for fiscal year 2012-13 is approximately \$8+ million. The proposed Clean Water fee is based on the cost of clean water and pollution control services and facilities needed to improve water quality and comply with federal and state mandates. The proposed Clean Water fee is calculated based on the average impervious surface (surfaces not permeable by water, such as driveways, pavement and buildings) for properties of different types and sizes. For example, properties with large impervious areas send more polluted water into the storm drain system than property types without impervious surfaces, such as open space.

The proposed annual Clean Water fee can only be increased by the consumer price index, or two percent, whichever is less. This will help ensure that Clean Water fee revenues keep pace with the cost of operating and maintaining our clean water and water pollution control services and facilities in future years. For more information, contact the Clean Water Program and/or review the Clean Water Fee Report available from the Program. Moreover, if approved, the Clean Water fee will be levied annually for a period not to exceed 10 years.



Trash in Creek



Device used to Capture Trash in Water Runoff

Balloting Process

You may return your ballot in the following ways:

- A) Mail your ballot to the address shown on the enclosed ballot return envelope so that it is received on or before **April 6, 2012 at 5:00 p.m.**
- B) Hand-deliver your ballot to the Clerk of the Board of the Contra Costa County Supervisors at 651 Pine Street, 1st Floor, Room 106, Martinez, California so that it is received on or before **April 6, 2012 at 5:00 p.m.**

If you have questions about the Clean Water fee or the proposed clean water services, lose your official ballot, require a replacement official ballot, need a proportional official ballot so you can vote your share of your property separately from other owners, or want to change your vote, call the Clean Water Program at (925) 313-2360. The Clean Water fee shall not be imposed if, upon the conclusion of the tabulation, official ballots submitted in opposition to the fee exceed the official ballots submitted in favor of the fee. Failure of any person to receive a ballot(s) shall not invalidate the proceedings.

**Please Return Your Ballot Before
Friday, April 6th at 5:00 p.m.**

To be tabulated, Clean Water ballots **MUST** be received by Friday, April 6, 2012 at 5:00 p.m.

Additional Information

For additional information on the Contra Costa Clean Water Program, its services, the proposed Clean Water fee, the ballot proceeding or to obtain a copy of the Fee Report, call: (925) 313-2360 or visit: www.cccleanwater.org



Para Ayuda En Español

Este infome contiene información sobre su propuesta iniciativa de agua limpia. Es muy importante que entienda el material. Busque la asistencia de alguien que puede traducirlo para usted.



ATTACHMENT "B"

CITY OF ANTIOCH OWNED PROPERTIES SUBJECT TO COMMUNITY CLEAN WATER INITIATIVE FEE

PARCEL NUMBER	OWNER NAME	FEE
051-062-011-5	ANTIOCH CITY OF	16.34
051-190-033-4	ANTIOCH CITY OF	18.36
051-281-020-1	ANTIOCH CITY OF	74.88
051-283-024-1	ANTIOCH CITY OF	36.48
051-284-013-3	ANTIOCH CITY OF	7.68
052-013-011-3	ANTIOCH CITY OF	0.72
052-061-050-2	ANTIOCH CITY OF	57.6
052-150-002-5	ANTIOCH CITY OF	40.32
052-150-005-8	ANTIOCH CITY OF	15.36
052-150-011-6	ANTIOCH CITY OF	22.68
052-232-016-7	ANTIOCH CITY OF	21.6
052-281-016-7	ANTIOCH CITY OF	5.76
052-295-022-9	ANTIOCH CITY OF	66.36
052-333-020-7	ANTIOCH CITY OF	21.6
052-430-070-4	ANTIOCH CITY OF	19.2
052-560-035-9	ANTIOCH CITY OF	21.6
053-030-028-4	ANTIOCH CITY OF	35.64
053-052-021-2	ANTIOCH CITY OF	67.2
053-140-010-9	ANTIOCH CITY OF	1.92
053-140-013-3	ANTIOCH CITY OF	3.84
053-141-011-6	ANTIOCH CITY OF	32.76
053-271-009-2	ANTIOCH CITY OF	23.04
053-272-017-4	ANTIOCH CITY OF	11.52
053-273-008-2	ANTIOCH CITY OF	13.44
053-281-015-7	ANTIOCH CITY OF	51.84
053-323-033-0	ANTIOCH CITY OF	3.84
053-341-025-4	ANTIOCH CITY OF	22.32
053-371-027-3	ANTIOCH CITY OF	38.4
053-392-015-3	ANTIOCH CITY OF	5.76
053-410-054-0	ANTIOCH CITY OF	7.68
053-410-055-7	ANTIOCH CITY OF	32.64
053-430-048-8	ANTIOCH CITY OF	3.84
053-450-076-4	ANTIOCH CITY OF	36.48
053-470-062-0	ANTIOCH CITY OF	6.84
053-660-051-3	ANTIOCH CITY OF	5.76
053-660-052-1	ANTIOCH CITY OF	1.92
053-670-019-8	ANTIOCH CITY OF	6.12
053-760-053-8	ANTIOCH CITY OF	21.6
055-010-093-7	ANTIOCH CITY OF	32.64
055-010-100-0	ANTIOCH CITY OF	45.72
055-050-029-2	ANTIOCH CITY OF	0.36
055-050-031-8	ANTIOCH CITY OF	7.68
055-071-010-7	ANTIOCH CITY OF	328.68
055-071-048-7	ANTIOCH CITY OF	25.92
055-071-100-6	ANTIOCH CITY OF	72
055-160-074-5	ANTIOCH CITY OF	3.84
055-210-070-3	ANTIOCH CITY OF	42.24
055-210-072-9	ANTIOCH CITY OF	3.84
055-250-073-8	ANTIOCH CITY OF	40.32
055-260-086-8	ANTIOCH CITY OF	9.6
055-280-061-7	ANTIOCH CITY OF	5.76
055-300-024-1	ANTIOCH CITY OF	9.6
055-300-075-3	ANTIOCH CITY OF	19.2
055-330-074-0	ANTIOCH CITY OF	18.36
055-340-026-8	ANTIOCH CITY OF	5.76
055-350-050-5	ANTIOCH CITY OF	5.76

**CITY OF ANTIOCH OWNED PROPERTIES
SUBJECT TO COMMUNITY CLEAN WATER INITIATIVE FEE**

PARCEL NUMBER	OWNER NAME	FEE
055-370-055-0	ANTIOCH CITY OF	3.84
055-470-044-3	ANTIOCH CITY OF	1.92
055-500-046-2	ANTIOCH CITY OF	9.6
055-500-047-0	ANTIOCH CITY OF	30.96
055-630-044-0	ANTIOCH CITY OF	3.84
056-012-017-2	ANTIOCH CITY OF	96
056-012-038-8	ANTIOCH CITY OF	21.6
056-060-009-0	ANTIOCH CITY OF	18.36
056-120-053-6	ANTIOCH CITY OF	21.12
056-120-069-2	ANTIOCH CITY OF	40.32
056-120-070-0	ANTIOCH CITY OF	22.68
056-120-071-8	ANTIOCH CITY OF	38.4
056-130-034-4	ANTIOCH CITY OF	72.96
056-140-080-5	ANTIOCH CITY OF	72.96
056-140-081-3	ANTIOCH CITY OF	34.56
056-150-088-5	ANTIOCH CITY OF	19.2
056-240-032-5	ANTIOCH CITY OF	30.96
056-250-001-7	ANTIOCH CITY OF	76.8
056-270-056-7	ANTIOCH CITY OF	40.32
056-290-058-9	ANTIOCH CITY OF	1.92
056-360-072-5	ANTIOCH CITY OF	5.76
056-410-053-5	ANTIOCH CITY OF	5.76
065-010-006-8	ANTIOCH DEVELOPMENT AGENCY	36.48
065-010-010-0	ANTIOCH CITY OF	116.16
065-020-002-5	ANTIOCH CITY OF	21.6
065-110-030-7	ANTIOCH CITY OF	51.6
065-263-003-9	ANTIOCH CITY OF	11.52
065-284-009-1	ANTIOCH CITY OF	26.88
066-010-006-6	ANTIOCH DEVELOPMENT AGENCY	88.32
066-010-014-0	ANTIOCH DEVELOPMENT AGENCY	21.12
066-010-015-7	ANTIOCH CITY OF	24.84
066-010-016-5	ANTIOCH CITY OF	34.2
066-010-017-3	ANTIOCH CITY OF	144.48
066-010-018-1	ANTIOCH CITY OF	47.4
066-010-020-7	ANTIOCH CITY OF	126.72
066-051-012-4	ANTIOCH CITY OF	31.68
066-052-003-2	ANTIOCH DEVELOPMENT AGENCY	52.8
066-053-002-3	ANTIOCH DEVELOPMENT AGENCY	31.68
066-053-011-4	ANTIOCH CITY OF	21.12
066-054-004-8	ANTIOCH CITY OF	72.24
066-054-005-5	ANTIOCH CITY OF	42.24
066-061-009-8	ANTIOCH DEVELOPMENT AGENCY	42.24
066-061-010-6	ANTIOCH DEVELOPMENT AGENCY	21.12
066-062-016-2	ANTIOCH DEVELOPMENT AGENCY	31.68
066-071-005-4	ANTIOCH DEVELOPMENT AGENCY	21.6
066-071-015-3	ANTIOCH CITY OF	21.12
066-072-020-2	ANTIOCH DEVELOPMENT AGENCY	21.12
066-072-021-0	ANTIOCH CITY OF	105.6
066-082-005-1	ANTIOCH DEVELOPMENT AGENCY	21.6
066-082-006-9	ANTIOCH DEVELOPMENT AGENCY	21.6
066-082-007-7	ANTIOCH DEVELOPMENT AGENCY	21.6
066-082-008-5	ANTIOCH CITY OF	21.6
066-083-004-3	ANTIOCH CITY OF	52.8
066-083-008-4	ANTIOCH CITY OF	51.6
066-091-015-9	ANTIOCH DEVELOPMENT AGENCY	25.44
066-092-014-1	ANTIOCH DEVELOPMENT AGENCY	10.56

**CITY OF ANTIOCH OWNED PROPERTIES
SUBJECT TO COMMUNITY CLEAN WATER INITIATIVE FEE**

PARCEL NUMBER	OWNER NAME	FEE
066-107-001-1	ANTIOCH DEVELOPMENT AGENCY	42.24
066-107-003-7	ANTIOCH DEVELOPMENT AGENCY	21.12
066-107-010-2	ANTIOCH DEVELOPMENT AGENCY	10.56
066-107-011-0	ANTIOCH DEVELOPMENT AGENCY	10.56
066-110-006-5	ANTIOCH CITY OF	381.84
066-110-007-3	ANTIOCH CITY OF	216.72
066-121-002-1	ANTIOCH CITY OF	63.36
066-121-003-9	ANTIOCH CITY OF	21.12
066-121-006-2	ANTIOCH CITY OF	21.12
066-121-008-8	ANTIOCH CITY OF	51.6
066-122-001-2	ANTIOCH CITY OF	51.6
066-122-002-0	ANTIOCH CITY OF	21.12
066-122-004-6	ANTIOCH CITY OF	10.32
066-122-005-3	ANTIOCH CITY OF	20.64
066-122-006-1	ANTIOCH CITY OF	21.12
066-122-007-9	ANTIOCH CITY OF	21.12
066-122-008-7	ANTIOCH CITY OF	21.12
066-122-009-5	ANTIOCH CITY OF	10.56
066-122-011-1	ANTIOCH CITY OF	21.12
066-122-012-9	ANTIOCH CITY OF	21.12
066-123-009-4	ANTIOCH CITY OF	3.84
066-124-001-0	ANTIOCH CITY OF	51.6
066-124-002-8	ANTIOCH CITY OF	52.8
066-125-001-9	ANTIOCH CITY OF	31.68
066-125-002-7	ANTIOCH CITY OF	52.8
066-125-003-5	ANTIOCH CITY OF	51.6
066-125-004-3	ANTIOCH CITY OF	31.68
066-127-014-0	ANTIOCH CITY OF	28.8
066-148-009-5	ANTIOCH CITY OF	6
067-080-038-2	ANTIOCH CITY OF	92.88
067-092-001-6	ANTIOCH CITY OF	96
067-101-004-9	ANTIOCH CITY OF	1.92
067-223-026-5	ANTIOCH CITY OF	6
067-262-002-8	ANTIOCH CITY OF	37.92
067-264-009-1	ANTIOCH CITY OF	18.96
068-252-053-1	ANTIOCH CITY OF	92.88
068-392-013-6	ANTIOCH CITY OF	28.44
068-423-019-6	ANTIOCH CITY OF	3.6
068-424-001-3	ANTIOCH CITY OF	5.76
068-424-006-2	ANTIOCH CITY OF	1.08
068-424-018-7	ANTIOCH CITY OF	18.36
068-430-040-3	ANTIOCH CITY OF	5.76
068-461-007-4	ANTIOCH CITY OF	21.6

**CITY OF ANTIOCH OWNED PROPERTIES
SUBJECT TO COMMUNITY CLEAN WATER INITIATIVE FEE**

PARCEL NUMBER	OWNER NAME	FEE
068-471-008-0	ANTIOCH CITY OF	6.48
071-021-003-0	ANTIOCH CITY OF	1.8
071-050-047-1	ANTIOCH CITY OF	51.6
071-062-031-1	ANTIOCH CITY OF	21.12
071-115-014-4	ANTIOCH CITY OF	3.96
071-120-081-6	ANTIOCH CITY OF	1.08
071-140-010-1	ANTIOCH CITY OF	91.44
071-151-004-0	ANTIOCH CITY OF	3.96
071-151-007-3	ANTIOCH CITY OF	23.4
071-152-015-5	ANTIOCH CITY OF	22.68
071-234-012-4	ANTIOCH CITY OF	5.76
071-302-024-6	ANTIOCH CITY OF	0.72
072-011-016-2	ANTIOCH CITY OF	5.76
072-011-064-2	ANTIOCH CITY OF	360
072-012-102-9	ANTIOCH CITY OF	206.4
072-081-025-8	ANTIOCH CITY OF	21.6
072-190-017-3	ANTIOCH CITY OF	12
072-292-003-0	ANTIOCH CITY OF	94.08
072-310-041-8	ANTIOCH CITY OF	26.88
072-390-171-6	ANTIOCH CITY OF	5.76
072-390-172-4	ANTIOCH CITY OF	13.44
072-440-044-5	ANTIOCH CITY OF	1.92
072-460-077-0	ANTIOCH CITY OF	5.76
072-470-101-6	ANTIOCH CITY OF	3.84
074-080-029-7	ANTIOCH CITY OF	123.84
074-154-001-7	ANTIOCH CITY OF	1.92
074-200-025-0	ANTIOCH CITY OF	96
074-333-010-2	ANTIOCH CITY OF	59.52
074-411-007-3	ANTIOCH CITY OF	96
075-052-024-9	ANTIOCH CITY OF	196.08
075-122-019-5	ANTIOCH CITY OF	11.88
075-232-006-9	ANTIOCH CITY OF	17.28
075-301-027-1	ANTIOCH CITY OF	3.84
075-332-023-3	ANTIOCH CITY OF	33.12
075-371-019-3	ANTIOCH CITY OF	17.28
075-520-024-3	ANTIOCH CITY OF	41.4
076-031-033-4	ANTIOCH CITY OF	258
076-251-027-9	ANTIOCH CITY OF	55.68
076-251-036-0	ANTIOCH CITY OF	411.84
076-251-037-8	ANTIOCH CITY OF	42.24
076-320-004-5	ANTIOCH CITY OF	24.48
076-401-001-3	ANTIOCH CITY OF	74.88
076-421-033-2	ANTIOCH CITY OF	44.16
076-422-034-9	ANTIOCH CITY OF	168.96
076-422-035-6	ANTIOCH CITY OF	3.96
076-461-001-0	ANTIOCH CITY OF	92.16
076-562-024-0	ANTIOCH CITY OF	3.84
076-563-023-1	ANTIOCH CITY OF	21.12
076-576-032-7	ANTIOCH CITY OF	11.52
076-631-035-3	ANTIOCH CITY OF	0.72
076-652-020-9	ANTIOCH CITY OF	5.76
089-540-034-9	ANTIOCH CITY OF	78.72
089-550-026-2	ANTIOCH CITY OF	6.48
089-580-042-3	ANTIOCH CITY OF	21.6
TOTAL		\$8,540.18

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
FEBRUARY 23 - MARCH 21, 2012
FUND/CHECK#

331 Redevelopment Obligation Retirement Fund (former Project Area #1)

132159	FEDERAL ADVOCATES INC	ADVOCACY SERVICES JAN12	5,000.00
132366	FEDERAL ADVOCATES INC	ADVOCACY SERVICES FEB12	5,000.00
132482	FEDEX	SHIPPING	23.17

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
FEBRUARY 23 - MARCH 21, 2012
FUND/CHECK#

227 Housing Fund

132385 KENNEDY, JANET	CONSULTANT SERVICES	2,190.00
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