



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 3:30 P.M.
Special Meeting/Workshop - 4:30 P.M.
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

JUNE 12, 2018

Antioch City Council Special Meeting/Workshop and Regular Meeting

Sean Wright, Mayor
Lamar Thorpe, Mayor Pro Tem
Monica E. Wilson, Council Member
Tony Tiscareno, Council Member
Lori Ogorchock, Council Member

Arne Simonsen, CMC, City Clerk
Donna Conley, City Treasurer

Ron Bernal, City Manager
Derek Cole, Interim City Attorney

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Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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3:30 P.M. ROLL CALL – CLOSED SESSIONS – for Council Members – *All Present*

PUBLIC COMMENTS for Closed Sessions – *None*

CLOSED SESSIONS:

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to California Government Code section 54956.9(d)(1): Contra Costa Flood Control and Water Conservation District v. Gary A. Eames, Contra Costa Superior Court Case No. C15-02052.

No reportable action taken

- 2) CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: Orton/Libitzky owned Assessor's Parcel Numbers (APN No.'s): 066-110-009; 074-040-035; 066-101-001. City and Agency Negotiator, City Manager Ron Bernal; Parties – Orton/Libitzky, Antioch Marina LLC.

Direction provided to Negotiator/City Manager

- 3) CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: City and Agency Negotiator, City Manager Ron Bernal; Parties – City Ventures.

Direction provided to City Manager

4:32 P.M. ROLL CALL – SPECIAL MEETING/WORKSHOP – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

SPECIAL MEETING/WORKSHOP

- 1. USER FEE STUDY WORK SESSION**

Direction provided to staff

Recommended Action: It is recommended that the City Council discuss and provide direction on the user fee study.

STAFF REPORT

6:37 P.M. – ADJOURNED SPECIAL MEETING/ WORKSHOP

PLEDGE OF ALLEGIANCE

2. PROCLAMATIONS

STAFF REPORT

STAFF REPORT

STAFF REPORT

- Elder and Dependent Adult Abuse Awareness Month, June 2018
- 2018 Relay for Life of the Delta
- Human Trafficking Prevention and Awareness Week, June 4 – 10, 2018

Approved, 5/0

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

Mayor Pro Tem Thorpe requested a Motion to Suspend the Rules and move Regular Agenda Item #10 as the next order of business; Council approved 5/0

10. RESOLUTION APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH ROWLAND BERNAL JR. FOR CITY MANAGER SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Council motioned to go back to Closed Session on June 26 for further discussion, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the First Amendment to the Employment Agreement with Rowland Bernal Jr. (hereinafter "Bernal") for City Manager Services and authorizing the Mayor to sign the Agreement.

STAFF REPORT

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE

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

CITY COUNCIL COMMITTEE REPORTS

MAYOR'S COMMENTS

3. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR MAY 8, 2018

Approved, 5/0

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

STAFF REPORT

B. APPROVAL OF COUNCIL MINUTES FOR MAY 22, 2018

Continued, 5/0

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

STAFF REPORT

CONSENT CALENDAR – Continued

C. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

STAFF REPORT

D. SECOND READING – OAKLEY KNOLLS PROJECT ORDINANCE

Ord. No. 2142-C-S adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-15-01).

STAFF REPORT

E. AMENDED AND RESTATED CELL SITE LEASE WITH THE UNITED STATES DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION

Reso No. 2018/64 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Amended and Restated Cell Site Lease with the United States Department of Justice, Federal Bureau of Investigation.

STAFF REPORT

F. RESOLUTION APPROVING A 36-MONTH COPIER LEASE WITH RAY MORGAN COMPANY AND A MUNICIPAL LEASE PURCHASE AGREEMENT WITH LEASESOURCE FINANCIAL SERVICES, INC.

Reso No. 2018/65 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a 36-month copier lease with Ray Morgan Company, authorizing a Municipal Lease Purchase Agreement with Leasesource Financial Services, Inc. and authorizing the Finance Director to sign all applicable lease documents. The estimated cost of the copier lease over the 36-month term is projected to be \$75,983.

STAFF REPORT

G. EXTENSION OF THE CONTRACT WITH ANCHOR CONCRETE CONSTRUCTION, INC. FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS PROJECT (P.W. 507-16)

Reso No. 2018/66 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution extending the length of the contract with Anchor Concrete Construction, Inc. at the original unit prices for an additional period of one (1) year, through June 30, 2019 for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations Project and increase the existing contract amount by \$300,000 for a total amount of \$558,900.

STAFF REPORT

CONSENT CALENDAR – Continued

H. PREWETT PARK CONCRETE IMPROVEMENTS (P.W. 567-6)

Reso No. 2018/67 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution increasing the funding of the existing contract with TNB Construction in the amount of \$97,875 for a total contract amount of \$270,875; accepting work and authorizing the Assistant City Engineer II to file a Notice of Completion for the Prewett Park Concrete Improvements project; and approving a fiscal year 2017-18 budget amendment in the Marina Enterprise Fund.

STAFF REPORT

I. AUTHORIZE A RESOLUTION SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018

Reso No. 2018/68 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution in support of the Reducing Crime and Keeping California Safe Act of 2018.

STAFF REPORT

J. LEAGUE OF CALIFORNIA CITIES POLICY COMMITTEE MEETINGS ON JUNE 7 – 8, 2018 AND THE MASTER MUNICIPAL CLERKS ACADEMY ON AUGUST 22 – 24, 2018

Approved, 5/0

Recommended Action: It is recommended that the City Council authorize associated expenditures for the City Clerk to attend the League of California Cities Policy Committee meetings on June 7-8, 2018 in Sacramento, California, and the Master Municipal Clerks Academy on August 22 – 24 2018 at the Kellogg West Conference Center at Cal Poly, Pomona.

STAFF REPORT

K. CONSIDERATION OF AGREEMENT EXTENSION FOR HVAC SERVICES WITH SOLE SOURCE/BRAND JUSTIFICATION REQUEST

Reso No. 2018/69 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a sole source request and authorizing the City Manager to execute an agreement with Honeywell Business Solutions (Honeywell) to provide Building Maintenance Service, in the amount not to exceed \$227,136 per contract year, for the period of July 1, 2018 through June 30, 2020. The total for the two (2) year extension is \$454,272.

STAFF REPORT

L. AUTHORIZATION TO AMEND THE FISCAL YEAR 17/18 BUDGET TO INCLUDE AN INCREASE OF \$17,580 FOR THE CRW - PERMIT TRACKING SOFTWARE UPGRADE TO ADD A GIS MODULE

Reso No. 2018/70 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a budget increase of \$17,580 for the CRW – Permit Tracking Software upgrade to add a GIS Module.

STAFF REPORT

PUBLIC HEARING

4. RESOLUTION ACCEPTING AND ADOPTING THE PROPOSED FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2018-2023 (P.W. 150-18)

Reso No. 2018/71 adopted, 5/0

Recommended Action: It is recommended that the City Council conduct a Public Hearing to adopt the resolution approving the City's Five-Year Capital Improvement Program 2018-2023 and amending the FY2017-18 and FY2018-19 Operating Budgets.

STAFF REPORT

COUNCIL REGULAR AGENDA

5. APPROVE A CIVIC ENHANCEMENT GRANT PROGRAM TO SUPPORT COMMUNITY EVENTS AND IMPROVEMENT PROJECTS; APPROVE GRANT IN AMOUNT OF \$20,000

Recommended Action: It is recommended that the City Council approve the following actions:
Projects to be approved through the Parks and Recreation Commission with Final approval by City Council, 5/0

- 1) Approve a Civic Enhancement Grant Program to support community events and improvement projects that originate with nonprofit organizations; and

Approved, 4/0/1-Wilson recused

- 2) Approve grant funding in the amount of \$20,000 to Celebrate Antioch Foundation to support two events in 2018: July 4th and Holiday DeLites.

STAFF REPORT

6. BRACKISH WATER DESALINATION PLANT – LABOR STABILITY STUDY

Reso No. 2018/72 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting the Brackish Water Desalination Plant - Labor Stability Study and authorizing the City Manager or his designee to negotiate with the trade unions to execute a Project Stability Agreement.

STAFF REPORT

7. DESIGNATION OF A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE, AND AUTHORIZATION FOR ASSOCIATED CONFERENCE EXPENSES NOT TO EXCEED \$1,450

Appointed Council Member Ogorchock as the Voting Delegate, Council Member Wilson as the Alternate Delegate, and Mayor Pro Tem Thorpe as the 2nd Alternate Delegate, 5/0

Recommended Action: It is recommended that the City Council appoint a Voting Delegate and Alternate Delegate for the 2018 League of California Cities Annual Conference. It is further recommended that the Council authorize the associated conference expenses for one participant in an amount not to exceed \$1,450.

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

8. THE MAYOR APPOINT A CITY ATTORNEY AD HOC RECRUITMENT COMMITTEE TO INTERVIEW RECRUITING FIRMS FOR THE PURPOSE OF SELECTING THE NEXT CITY ATTORNEY

Appointed Council Members Tiscareno, and Ogorchock, 4/1-Thorpe

Recommended Action: It is recommended that the Mayor nominate and Council appoint a two (2) member City Attorney Ad Hoc Recruitment Committee to interview recruitment firms for the process of selecting the next City Attorney.

STAFF REPORT

9. EXTEND EXPIRATION OF QUALITY OF LIFE AD HOC COMMITTEE

Approved with existing Council Members Wilson and Thorpe, 5/0

Recommended Action: It is recommended that the City Council retain the existing members and discuss and extend the expiration of the Quality of Life Ad Hoc Committee from June 30, 2018 to December 31, 2018.

STAFF REPORT

Mayor Pro Tem Thorpe requested a Motion to Suspend the Rules and move Regular Agenda Item #10 to be heard after the Proclamation section of the meeting; Council approved 5/0

PUBLIC COMMENT

STAFF COMMUNICATIONS

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

ADJOURNMENT – 9:29 p.m.



STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director *DM*

SUBJECT: User Fee Study Work Session

RECOMMENDED ACTION

It is recommended that the City Council discuss and provide direction on the user fee study.

STRATEGIC PURPOSE

This action falls under Strategic Plan Long Term Goal O: Achieve and maintain financial stability and transparency.

FISCAL IMPACT

At this time, there is no fiscal impact as a result of this report. However, if Council ultimately adopts all recommendations proposed, the City has the potential to realize up to \$696,250 in additional fee revenue annually.

DISCUSSION

The City has contracted with Revenue & Cost Specialists, LLC to update our user fees and cost allocation plan. A study was last completed in 2005 and an update is needed to evaluate our current fee structure to ensure we are obtaining the maximum cost recovery possible for City services provided.

Revenue & Cost Specialists have been meeting with key City staff over the last several months to complete a detailed analysis of our processes and provide fee recommendations in accordance with the Article XIII B of the California constitution.

The fee study was introduced on May 22nd to explain the report to Council to aid in review. The purpose of this work session is to conduct an in depth review of the fee recommendations, focusing on Appendix A of the report provided to Council on May 22nd, and get Council feedback and direction in order to bring back final recommendations to Council for approval at a future public hearing.

Attachments

- A. PowerPoint from May 22, 2018

COST OF SERVICES STUDY

Presented by:

Eric S. Johnson, President

&

Chu Thai, Vice President

Revenue & Cost Specialists, L.L.C.

Background of RCS

- Company Started in 1980 with Two Former City Managers
- Pioneered the Concept of Matching Fee Revenue with the Cost of the Service
- Have Studied Over 275 agencies in 11 states
- Eric Johnson has provided services to over 100 agencies over 28 years
- Chu Thai has over 22 years of experience with multiple public agencies

What have we done?

Recast the City Budget with a Business Orientation

- Identified the cost of services provided to its customers
 - E.g. there is no City Council service
- Matched Revenues to those Costs

Methodology

- Meet with Departments to establish services & time spent
- Review budget and calculate overhead rates
- Review services to categorize between Community Supported and Personal Choice services
- Review recovery percentages & make recommendations

Community Supported vs. Personal Choice Public Services

- **Community Supported (Tax Services)**
 - Typically benefits community as a whole
 - 100% supported by tax dollars
 - E.g. Police and Street Maintenance Services
- **Personal Choice (Fee Services)**
 - The Customer is identifiable and the Service is measurable
 - Benefits an individual or group
 - Subsidy levels may be based on social, safety or welfare reasons

E.g. Development Services and Recreation Services

REVENUES



COSTS

REVENUES

TAXES/
GRANTS

FEEES

\$4,920,832
ANNUAL
SUBSIDY

COMMUNITY
SUPPORTED
SERVICES

PERSONAL
CHOICE
SERVICES

COSTS

City Council makes final tax subsidy decision

- The Project Goal is to identify the full costs for the various services.
- RCS and City Staff have made fee recommendations for every service.
- It is now up the City Council to decide which services should be charged the full costs and which services should be subsidized with tax dollars.



***ELDER AND DEPENDENT ADULT ABUSE AWARENESS MONTH
JUNE 2018***

WHEREAS, Older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities; and

WHEREAS, As our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation; and

WHEREAS, Ageism and social isolation are major causes of elder abuse in the United States; and

WHEREAS, Recognizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and

WHEREAS, Preventing abuse of older adults through maintaining and improving social supports like senior centers, human services and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities; and

WHEREAS, Where there is justice, there can be no abuse; therefore, Contra Costa County and the City of Antioch urges all people to restore justice by Honoring older adults; and

WHEREAS, We ask you to join us in our engaging and empowering movement and putting an end to abuse.

NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby proclaim June 2018 as “ELDER ABUSE AWARENESS MONTH” in the City of Antioch and encourage all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

JUNE 12, 2018

SEAN WRIGHT, Mayor

2.01
06-12-18



**RELAY FOR LIFE OF THE DELTA
2018**

WHEREAS, Cancer is predicted to strike one out of every three Americans sometime in our lifetime with an estimated 176,140 new cases diagnosed in California in 2017 and an estimated 5,190 cases in Contra Costa County; and

WHEREAS, The American Cancer Society is a nationwide voluntary community-based health organization of local citizens and businesses dedicated to eliminating cancer as a major health problem since 1913; and

WHEREAS, The Relay for Life event is the American Cancer Society's premier event, by which the organization accomplishes its mission; and

WHEREAS, The color purple is widely known as the Relay for Life signature color signifying the passion that cancer survivors and their families feel for finding a cure for this disease; and

WHEREAS, One of the events sponsored by the American Cancer Society's Relay for Life is "Paint Your Town Purple"; and

WHEREAS, The American Cancer Society's Relay for Life encourages community members to get involved in "Relay for Life Days" and the "Paint Your Town Purple" Event; and

WHEREAS, June 14 – 18, 2018 will be Paint Our Town Purple Days in the City of Antioch.

NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby proclaim June 2018 as "RELAY FOR LIFE OF THE DELTA" in Antioch and encourage the community to show their support and participate in Relay For Life Days of Antioch/Pittsburg at Los Medanos College on June 23-24, 2018.

JUNE 12, 2018

SEAN WRIGHT, Mayor

2.02
06-12-18



***HUMAN TRAFFICKING PREVENTION & AWARENESS WEEK
JUNE 4 -10, 2018***

WHEREAS, Human trafficking is the trade of humans for the purpose of forced labor, sexual slavery, or commercial sexual exploitation for the trafficker or others. It can include such acts as providing a spouse in the context of forced marriage, or unlawfully extracting human organs and tissues for sale; and

WHEREAS, the United States was founded upon the principle that all people are created with the unalienable right to freedom. The 13th Amendment to the Constitution makes slavery illegal; and

WHEREAS, slavery within the United States is most often found in the form of human trafficking, which weakens our social fabric, increases violence and organized crime, and debases our humanity; and

WHEREAS, it is estimated that more than 24 million men, women, and children around the world are victims of human trafficking. Children are especially vulnerable as they account for 25 percent of modern slaves; and

WHEREAS, victims are compelled to perform labor or commercial sex acts through the use of fraud, force or coercion, reducing the value of human lives to that of mere commodities; and

WHEREAS, the Soroptimist International of Antioch Club is working to abolish all forms of human trafficking through education, volunteerism, advocacy and collaboration.

NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, commend Soroptimist International for their tireless efforts in raising awareness and education to end human trafficking, and hereby proclaim June 4 – 10, 2018 as “HUMAN TRAFFICKING & AWARENESS WEEK” in the City of Antioch and call upon citizens to recognize the vital role we can play in protecting people from human trafficking.

JUNE 12, 2018

SEAN WRIGHT, Mayor

2.03
06-12-18

CITY COUNCIL MEETING

Regular Meeting
7:00 P.M.

May 8, 2018
Council Chambers

5:00 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Potential Litigation pursuant to Election Code 14025: California Voter Rights Act Demand Letter.
2. **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code §54956.9 (d)(1): Discovery Builders/CEQA case v. City of Antioch
3. **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to California Government Code §54956.9 (d)(2): One case.
4. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager.** This closed session is authorized pursuant to Government Code section 54957.

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION**, no action taken, **#2 CONFERENCE WITH LEGAL COUNSEL**, no reportable action taken, **#3 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION**, no reportable action taken, and; **#4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager**, evaluation given, no reportable action taken.

Mayor Wright called the meeting to order at 7:01 P.M., and Minutes Clerk Eiden called the roll.

Present: Council Members Wilson, Thorpe, Tiscareno, Ogorchock and Mayor Wright

PLEDGE OF ALLEGIANCE

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

1. PROCLAMATION

Community Resilience Challenge East Bay, May 2018

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

Mayor Wright presented the proclamation to James Weir who thanked City Council for the recognition.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Lieutenant Bittner announced the Antioch Police Department was introducing a free, private and secure security camera registration program. He noted information on the program would be sent

out via social media and a link to register cameras would be available on the Antioch Police Departments webpage.

Barbara Sobalvarro, representing Friends of Animal Services, announced a “Be Kind To Animals” event would be held from 1:00 P.M. – 4:00 P.M. on May 12, 2018 at Antioch Animal Shelter. She announced they would be sponsoring all adoptions May 6-12, 2018. She recognized those who donated to their organization and thanked the City Council for their support.

Director of Parks and Recreation Kaiser announced the following events:

- Kindness Rock Painting Project, 4:00 P.M. – 6:00 P.M. on May 11, 2018 at the Antioch Community Center
- Recreation and Health Expo, 10:00 A.M. – 4:00 P.M. on May 12, 2018 at the Antioch Community Center
- Splash and Spray Saturday, 12:30 P.M. – 4:00 P.M. on May 12, 2018 at the Antioch Community Center

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

Mayor Wright announced the following Board and Commission openings:

- Sales Tax Citizens’ Oversight Committee: Seven (7) vacancies; deadline date is June 1, 2018
- Board of Administrative Appeals: One (1) vacancy deadline; deadline date is May 25, 2018

PUBLIC COMMENTS

Martha Goralka, Antioch resident, apologized to Attorney Scott Rafferty for comments she made in January during districting discussions and stated she would be mailing him a copy of her apology.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Wilson reported on her attendance at the Tri Delta Transit committee meeting and Quality of Life Adhoc committee meeting. She encouraged the community to participate in the “Join the Conversation” survey available on the City’s website.

Councilmember Thorpe reported on his attendance at the Tri Delta Transit committee meeting and Quality of Life Adhoc committee meeting.

Councilmember Ogorchock reported on her attendance at the League of California Cities Policy Committee meeting and requested the City adopt a resolution addressing violent felonies.

Mayor Wright reported on his attendance at the East Bay Economic Development Alliance (East Bay EDA) and Mayor’s Conference. He announced the East Contra Costa Family Justice Center would be located in Antioch.

MAYOR'S COMMENTS

Mayor Wright reported the APD had participated in the Every 15 Minute program at Antioch High School. He stated that he had a child who would be graduating High School this year and urged residents to celebrate those events in a safe manner. He thanked the Antioch Police Department for their participation in the program.

2. CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MINUTES FOR APRIL 10, 2018
- B. APPROVAL OF COUNCIL SPECIAL MEETING/WORKSHOP MINUTES FOR APRIL 14, 2018
- C. APPROVAL OF COUNCIL MINUTES FOR APRIL 24, 2018
- D. APPROVAL OF COUNCIL SPECIAL MEETING/WORKSHOP MINUTES FOR MAY 5, 2018
- E. APPROVAL OF COUNCIL WARRANTS
- F. RESOLUTION NO. 2018/51 CONSIDERATION OF BIDS FOR THE FAWN HILL WAY WATER MAIN REPLACEMENT (P.W. 503-17)
- G. RESOLUTION NO. 2018/52 APPROVING CONSOLIDATED ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST, CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING PUBLIC HEARING (PW 500)
- H. RESOLUTION NO. 2018/53 FIRST AMENDED AND RESTATED LEASE AGREEMENT OF CITY-OWNED PROPERTY (APN 074-080-029) WITH MESA ANTIOCH, LLC

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously approved the Council Consent Calendar.

PUBLIC HEARING

- 3. SECOND READING – ORDINANCE ENACTING SECTION 2-1.303 OF TITLE 2 OF THE ANTIOCH MUNICIPAL CODE ADOPTING A BY-DISTRICT SYSTEM FOR ELECTING MEMBERS OF THE CITY COUNCIL (*Introduced on 04/10/18*)

City Manager Bernal introduced Public Hearing Item #3.

Interim City Attorney Cole announced a Spanish speaking interpreter was present and translation services were available. The interpreter announced in Spanish that translation services were available.

Interim City Attorney Cole presented the staff report dated May 8, 2018 recommending the City Council take the following actions: 1) Enactment and waiver of second reading of an ordinance adopting a district-based system of electing Antioch City Council members and establishing the dates for the implementation of district-based City Council elections; and 2) Adoption of a Resolution Approving the Districts Map for Antioch City Council Elections.

Mayor Wright opened the public hearing.

Marty Fernandez, Antioch resident, questioned the financial impact report noting that it had indicated that it would cost \$50,000 annually for 10 years.

Interim City Attorney Cole clarified that the cost was \$50,000 each redistricting cycle.

Mr. Fernandez requested that the financial information be clarified in the staff report.

Mayor Wright read written comment from Tony Nguyen in favor of Working Draft Map 1.

Brenden O'Laskey, representing East County Regional Group, spoke in support for Working Draft Map 1 and creating one district north of Highway 4. Additionally, he suggested the Council assign the four year districts cycles to the more underprivileged districts.

Dr. Jeffery Klingler stated he was not in support of district-based elections; however, berating should be for representatives in Sacramento who forced the process. He urged Council to support the Draft Quadrant C Map.

Scott Rafferty expressed his appreciation to Martha Gorakla for issuing an apology. He stated the issue was brought forth because Antioch was a big City that was still at-large and it would address the racial impacts. He noted the community north of highway 4 had not been represented for a long time. He spoke in support of placing the minority/low turnout districts on the presidential cycle. Additionally, he made an appeal for Working Draft Map 1. He congratulated Council on working through the process for a more inclusive community.

Justice Woods, Belem Ramirez, Sara Torres, Christine Clark, Fredy Leon and Deborah Polk representing East County Regional Group, spoke in support for Working Draft Map 1 and creating one district north of Highway 4.

Mayor Wright closed the public hearing.

Councilmember Ogorchock speaking to the following motion requested a stay until 2020 due to the financial hardship that it would create and for the fact that the City would have to repeat the process after the 2020 census data became available. Additionally, she noted districts would also be changing for the Assembly, Congress and Board of Supervisors at that time.

Councilmember Tiscareno commented that he could not support a stay at this time as he felt the City should move forward with the process.

On motion by Councilmember Thorpe, seconded by Councilmember Wilson, the Council enactment and waived second reading of an ordinance adopting a district-based system of electing Antioch City Council members and establishing the dates for the implementation of district-based City Council elections. The motion carried the following vote:

Ayes: Wilson, Tiscareno, Thorpe, Wright

Noes: Ogorchock

Interim City Attorney Cole commented that districts #1 and #4 would have two-year terms initially and districts #2 and #3 would have four-year terms. He suggested that when someone made a motion to enact a map that they designate which number would be assigned to the letters.

In response to Councilmember Thorpe, Interim City Attorney Cole stated that Working Draft Map 1 guaranteed representation for the community of interest north of highway 4. He noted it was the most optimal in terms of the California Voting Rights Act and Federal Standards; however, both maps were constitutionally valid and met all legal requirements.

City Manager Bernal added that survey results confirmed that people in north Antioch had a completely different opinion than those in southeast Antioch in terms of how their government responded and how services were being divided by the City. He noted Working Draft Map 1 more closely represented the way the polling was divided.

Councilmember Thorpe stated Working Draft Map 1 had a representative for every region of the City. He clarified that both maps being considered tonight would have a district in which two current Councilmembers resided and the voters would decide the outcome; however, Council had worked hard to keep that issue out of the process.

Councilmember Wilson thanked everyone for participating in the process and being respectful. She stated that she wanted equal representation which she believed would occur with Working Draft Map 1. She noted that she supported the districting process; however, she felt it would have been better if it had been done organically.

Karan McDonald explained that future changes in the mapping would depend on what Council preferred to do because they could either adjust current maps or draw new maps.

Councilmember Ogorchock stated she appreciated everyone's participation in the process. She noted the feedback she had received was equal with regards to their support of Working Draft Map 1 and Quadrant Map C. She expressed concern that dividing the City by the freeway would be divisive. She stated she felt it was advantageous to have two representatives in downtown Antioch and spoke in support of Quadrant C Map.

In response to Councilmember Thorpe, Interim City Attorney Cole clarified feedback received regarding this item were in support of both map concepts; however a majority of the comments received online were in support of Working Draft 1 Map.

Mayor Wright thanked everyone who participated in the process and noted it was difficult to base a decision in a City of 114,000, when so few residents had voiced their opinions. He further noted this issue had taken a lot of staff time and it was important to move forward so they could focus on issues that would benefit the community. He explained that the City was not districting down to a small enough level that would guarantee a candidate would live in a particular neighborhood and understand their issues. He noted Quadrant Map C would create less division in the community and give southeast and north Antioch two representatives.

Mayor Wright suggested adopting a map then assigning the numbers to the districts.

Councilmember Tiscareno stated neither map would accomplish equal districts and he feared the process would affect Council representing the entire City. He stated he was trying to assure the Latino population was inclusive in the process. He noted the following motion was being made knowing it would be a temporary district map until accurate census data would be available in 2022. He recognized the speakers for being persistent and commented that he shared concerns regarding the lack of public input on this item.

On motion by Councilmember Tiscareno, seconded by Councilmember Thorpe, the City Council adopted a resolution approving the Districts Map for Antioch City Council Election with Working Draft 1. The motion carried the following vote:

Ayes: Wilson, Tiscareno, Thorpe

Noes: Ogorchock, Wright

Interim City Attorney Cole stated the final motion to make would be to assign numbers, replacing the letters on the map with numbers. He reiterated that districts #1 and #4 would have 2-year terms in 2020 initially and in 2022 they would resume having 4-year terms and districts #2 and #3 would have 4-year terms initially and going forward. So effectively, as of 2022 and beyond there would be staggered elections.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously labeled Working Draft Map 1 – District B as District 1; District C as District 2, District D as District 3 and District A as District 4.

COUNCIL REGULAR AGENDA

4. RESOLUTION APPROVING THE AGREEMENT WITH ANTIOCH PUBLIC GOLF, INC. FOR THE OPERATION AND MANAGEMENT OF LONE TREE GOLF COURSE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT EFFECTIVE JULY 1, 2018 FOR A PERIOD OF FIFTEEN YEARS

City Manager Bernal introduced Regular Agenda Item #4.

Director of Parks and Recreation Kaiser presented the staff report dated May 8, 2018 recommending the City Council adopt a resolution approving the Agreement with Antioch Public Golf, Inc. for the operation and management of Lone Tree Golf Course and authorize the City Manager to execute the Agreement effective July 1, 2018 for a period of fifteen years.

Ron Parrish, Lone Tree Golf and Event Center, stated the golf course was looking toward the future and it was a collaborative effort. He commented that the solar project as well as improvements to the golf course and relief from their loans would help them to be able to invest money back into the facility and grow the event and banquet center as well as the golf course business. He noted they were excited about the opportunity as a business and they had committed employees that were passionate about the business going forward.

Mayor Wright stated working on the committee had been a positive experience and they were seeking a solution to give the Golf Course the best opportunity to be successful. He noted if in subsequent years the City had to subsidize the golf course, this agreement would allow for those discussions to take place. He further noted his hope was that the Golf Course and Event Center would survive and thrive on their own.

Councilmember Tiscareno stated with this agreement the City was allowing for the Golf Course to move forward and be successful. He thanked the Board for being transparent through the subcommittee process.

Following discussion, the Council voiced their support for the agreement. Councilmembers Wilson and Thorpe challenged the Board to be creative in building the business in the future.

In response to Councilmember Ogorchock, Mr. Parrish stated they would continue to meet with the golf course subcommittee on a regular basis and part of those meetings would be the financial reporting of the business.

Councilmember Thorpe commented that this was a Municipal Golf Course and he viewed the agreement as an investment to assure the golf course was working for the public.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously adopted a resolution approving the Agreement with Antioch Public Golf, Inc. for the operation and management of Lone Tree Golf Course and authorized the City Manager to execute the Agreement effective July 1, 2018 for a period of fifteen years.

5. REPORT REGARDING EFFECT OF VOTES TAKEN AT THE APRIL 24, 2018 CITY COUNCIL MEETING REGARDING THE CONSIDERATION OF THE OAKLEY KNOLLS PROJECT ORDINANCE

City Manager Bernal introduced Regular Agenda Item #5.

Interim City Attorney Cole presented the staff report dated May 8, 2018 recommending the City Council decide whether to schedule at a future meeting the further consideration of the waiver of the second reading and enactment of the Oakley Knolls Project Ordinance.

Mayor Wright directed staff to bring this item back at the first available meeting that which proper public hearing notice could be given.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Councilmember Ogorchock stated she had participated in Keep Antioch Beautiful Day and a majority of the garbage she picked up was cigarette butts, so she requested staff bring back an ordinance to prohibit smoking on City properties. Additionally, she requested a policy to discount recreational activities for City staff.

ADJOURNMENT

With no further business, Mayor Wright adjourned the meeting at 9:23 P.M. to the next regular Council meeting on May 22, 2018.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: City Council Meeting Minutes of May 22, 2018

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of May 22, 2018 to the next meeting.

STRATEGIC PURPOSE

N/A

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF ANTIOCH
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100 General Fund

Non Departmental

374815 CALI ROOFS	CBSC FEE REFUND	2.30
374834 EVANS, DUSTIN	DEPOSIT REFUND	669.00
374853 JARVIS FAY AND DOPORTO LLP	ATTORNEY SERVICES	2,440.00
374858 KENNETH XU AND YENCHING LAU	SB1186 STATE FEE	3.00
374866 MERITAGE HOMES OF NO CA	REFUND BALANCE OF DEPOSIT	427.00
374881 PETERSON DEAN	CBSC FEE REFUND	10.32
374886 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	48,505.22
374911 VIVINT SOLAR DEVELOPER LLC	CBSC FEE REFUND	5.04
374928 ARC ALTERNATIVES	PROFESSIONAL SERVICES	4,600.00
374937 CALIFORNIA BUILDING STANDARDS	3RD QTR FY 17/18	2,922.97
374962 DEPT OF CONSERVATION	1ST QTR 2018	12,273.70
375002 NRG ENERGY INC	DEPOSIT REFUND	9,667.25
375082 DELTA DENTAL	PAYROLL DEDUCTIONS	302.95
931693 ZUMWALT ENGINEERING GROUP INC	CONSULTING SERVICES	20,202.74

City Council

375005 OGORCHOCK, LORI ANN	EXPENSE REIMBURSEMENT	26.16
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City Attorney

374902 TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	620.50
375024 SHRED IT INC	SHRED SERVICES	57.74
375078 COTA COLE ATTORNEYS LLP	LEGAL SERVICES RENDERED	23,859.47
375096 GIBBONS AND CONLEY	LEGAL SERVICES RENDERED	2,741.54

City Manager

374804 BANK OF AMERICA	RECRUITMENT EXPENSES	181.42
374935 BEST BEST AND KRIEGER LLP	WATERFRONT DEVELOPMENT	2,138.59
375043 VERIZON WIRELESS	WIRELESS SERVICES	38.01
375170 WESCO GRAPHICS INC	ADVERTISEMENT	8,920.89

City Clerk

374894 SIMONSEN, ARNE	EXPENSE REIMBURSEMENT	1,159.74
374917 LOWES COMPANIES INC	WATER	10.76
374933 BAY AREA NEWS GROUP	LEGAL AD	2,051.10
374967 EIDEN, KITTY J	PROFESSIONAL SERVICES	2,715.00

City Treasurer

374977 GARDA CL WEST INC	ARMORED CAR PICK UP	252.07
375139 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,551.99

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Human Resources

374804 BANK OF AMERICA	EMPLOYEE RECOGNITION	3,285.76
374804 BANK OF AMERICA	RECRUITMENT SERVICES	120.33
374851 IEDA INC	PROFESSIONAL SERVICES	4,191.59
374972 FEDEX	SHIPPING	24.34
375024 SHRED IT INC	SHRED SERVICES	57.73

Economic Development

375087 DUALHARE INC	COMMUNICATION SERVICES	2,400.00
375129 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	9,961.00
375171 WILLIAM AVERY AND ASSOCIATES	RECRUITING SERVICES	7,500.00
931689 MUNISERVICES LLC	CONSULTING SERVICES	11,200.00
931742 EVVIVA BRANDS LLC	CONSULTING SERVICES	17,500.00

Finance Administration

374875 OFFICE MAX INC	OFFICE SUPPLIES	48.94
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Finance Accounting

374875 OFFICE MAX INC	OFFICE SUPPLIES	129.41
375024 SHRED IT INC	SHRED SERVICES	57.73

Finance Operations

374816 CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	49.00
374829 DIABLO LIVE SCAN	FINGERPRINTING FEES	20.00
374875 OFFICE MAX INC	OFFICE SUPPLIES	62.85
374907 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	16.50
375038 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
375142 PROGRESSIVE SOLUTIONS INC	BUSINESS LICENSE FORMS	605.63

Non Departmental

374858 KENNETH XU AND YENCHING LAU	BL TAX FEE REFUND	780.00
374888 REVENUE AND COST SPECIALIST LLC	FEE STUDY	10,625.00
374960 DELTA DIABLO	GOLF COURSE WATER	2,370.00
374999 MOORE, GEORGE	LANDLORD TAX REFUND	600.00
375007 ORDAZ CULTURED MARBLE & ONYX	BL TAX FEE REFUND	212.50
375014 PARS	POLICE SIP CONTRIBUTION	43,100.00
375104 HUDSON TOWNHOUSE MANOR	BL TAX FEE REFUND	1,404.83
375137 PES ENVIRONMENTAL INC	ENVIRONMENTAL SERVICES	2,028.00
931675 MUNISERVICES LLC	DISCOVERY SERVICES	945.42
931759 RETIREE	MEDICAL AFTER RETIREMENT	1,745.44

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Public Works Maintenance Administration

374837 FASTENAL CO	SUPPLIES	103.16
374909 VERIZON WIRELESS	DATA USAGE	38.01
375040 VERIZON WIRELESS	CELL PHONE	38.01

Public Works Street Maintenance

374837 FASTENAL CO	SUPPLIES	103.16
374860 L SERPA TRUCKING INC	EQUIPMENT RENTAL	3,477.00
374909 VERIZON WIRELESS	DATA USAGE	38.01
374917 LOWES COMPANIES INC	SUPPLIES	295.59
374931 BANK OF AMERICA	TRAINING - LLOYD	1,000.00
374931 BANK OF AMERICA	MEDICAL EXAM	75.00
374990 L SERPA TRUCKING INC	TRUCK RENTAL	1,292.00
375031 SUBURBAN PROPANE	PROPANE	438.18
375040 VERIZON WIRELESS	CELL PHONE	38.01
375050 ANCHOR CONCRETE CONSTRUCTION I	SIDEWALK REPAIR SERVICE	65,737.39
375083 DELTA GRINDING CO INC	EQUIPMENT RENTAL	9,900.00
375131 NEXTEL SPRINT	CELL PHONE	57.40
931679 TELFER OIL COMPANY	SUPPLIES	641.67
931832 TELFER OIL COMPANY	SUPPLIES	1,318.33

Public Works-Signal/Street Lights

374822 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	53,702.43
374879 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	199.56
375012 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	162.11
375136 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	133.28
931686 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	506.49

Public Works-Striping/Signing

374814 BUSCH SYSTEMS INTERNATIONAL INC	SUPPLIES	245.31
374837 FASTENAL CO	SUPPLIES	26.87
374909 VERIZON WIRELESS	DATA USAGE	38.01
374915 ZAP MANUFACTURING INC	SIGNS	10,796.89
374917 LOWES COMPANIES INC	TOOLS	29.88
374924 ACE HARDWARE, ANTIOCH	BOLTS	7.59
374931 BANK OF AMERICA	SUPPLIES	228.32
374971 FASTENAL CO	EQUIPMENT	2,191.37
375040 VERIZON WIRELESS	CELL PHONE	38.01
375131 NEXTEL SPRINT	CELL PHONE	57.40

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Public Works-Facilities Maintenance

374794 AMERICAN GREENPOWER USA INC	SUPPLIES	104.53
374797 ACE HARDWARE, ANTIOCH	SUPPLIES	12.89
374848 HOME DEPOT, THE	SUPPLIES	351.67
374854 JIM CLARK COMPANY	PARTS	3,790.40
374861 M AND L OVERHEAD DOORS	REPAIR SERVICES	490.76
374909 VERIZON WIRELESS	DATA USAGE	38.01
374912 WESCO RECEIVABLES CORP	ELECTRICAL SUPPLIES	792.41
374917 LOWES COMPANIES INC	SUPPLIES	959.39
374920 ALL STAR FORD	UTILITY VEHICLE	23,597.78
374934 BAY CITIES PYROTECTOR	STANDPIPE MATERIALS	9,366.23
374993 LENHART ALARM AND SECURITY	ALARM UPGRADE	4,683.81
375003 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	365.00
375040 VERIZON WIRELESS	CELL PHONE	38.01
375131 NEXTEL SPRINT	CELL PHONE	57.40

Public Works-Parks Maint

374820 COMBINATION LOCK AND SAFE	LOCK REPAIR	356.30
374848 HOME DEPOT, THE	SUPPLIES	207.67
374879 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	144.44
374913 WOODIWISS PAINTING	PAINTING SERVICE	5,905.96
374917 LOWES COMPANIES INC	SUPPLIES	239.24
374959 DEL CONTE LANDSCAPING INC	LANDSCAPE SERVICES	66,127.33
374969 EVANS AND SON MASONRY	REPAIR SERVICES	2,900.00
931686 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	259.90
931824 JOHN DEERE LANDSCAPES PACHECO	PARTS	564.21

Public Works-Median/General Land

374797 ACE HARDWARE, ANTIOCH	SUPPLIES	7.75
374879 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	25.65
375012 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	38.81
375017 PRINTEX CONCRETE PRODUCTS INC	REPAIR SERVICES	3,780.00
375049 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	4,853.55
375052 ACE HARDWARE, ANTIOCH	PARTS	7.30
375154 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,982.40
375157 STEWARTS TREE SERVICE INC	TREE REMOVAL	3,575.00
931677 JOHN DEERE LANDSCAPES PACHECO	PARTS	125.23

Public Works-Work Alternative

374816 CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	49.00
374829 DIABLO LIVE SCAN	FINGERPRINTING FEES	20.00
375131 NEXTEL SPRINT	CELL PHONE	50.46

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Police Administration

374792 AIELLO, STEVEN J	EXPENSE REIMBURSEMENT	232.37
374793 ALAMEDA COUNTY SHERIFFS OFFICE	ACADEMY FEES	12,000.00
373802 BANK OF AMERICA	PRINTING SERVICES	121.40
373802 BANK OF AMERICA	BUSINESS EXPENSE	4.95
373802 BANK OF AMERICA	VSET EXPENSE	400.28
373802 BANK OF AMERICA	BUSINESS EXPENSE	210.00
374802 BANK OF AMERICA	TRAINING - AIELLO	357.00
374805 BANK OF AMERICA	AIRFARE - VARIOUS EMPLOYEES	1,236.85
374806 BANK OF AMERICA	AIRFARE - KENT	471.70
374821 CONTRA COSTA COUNTY	TRAINING RANGE FEES	760.00
374826 CSI FORENSIC SUPPLY FORMERLY K	SUPPLIES	36.54
374832 EIDEN, KITTY J	TRANSCRIPTION SERVICES	126.00
374835 FAIRFIELD INN AND SUITES	LODGING - S AIELLO	359.70
374836 FAIRFIELD INN AND SUITES	LODGING - A SAHNIC	359.70
374870 MUSCLE MECHANICS	SWAT TRAINING	200.00
374873 NET TRANSCRIPTS	TRANSCRIPTION SERVICE	2,787.98
374875 OFFICE MAX INC	OFFICE SUPPLIES	2,807.39
374890 ROSE CITY LABEL	ANTIOCH JR PD STAR STICKERS	156.00
374891 SACRAMENTO VALLEY SHOOTING CEN	SNIPER TRAINING	200.00
374892 SAHNIC, AMEL	EXPENSE REIMBURSEMENT	128.00
374895 SIMPSON INVESTIGATIVE SERVICES	PRE-EMPLOYMENT SERVICES	3,710.24
374898 STATE OF CALIFORNIA	DOJ FEES	465.00
374905 THOMSON WEST	PENAL CODE	755.81
374930 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	380.00
374947 COMMERCIAL SUPPORT SERVICES	CAR WASHES	45.00
374953 CONTRA COSTA COUNTY POLICE	TRAINING - T BROOKS	500.00
374957 CRYSTAL CLEAR LOGOS INC	UNIFORMS	488.56
374989 KIRBY POLYGRAPH AND INVESTIGATIVE	PRE-EMPLOYMENT SERVICES	4,350.00
374991 LC ACTION POLICE SUPPLY	EQUIPMENT	9,920.04
375016 PORAC LAW ENFORCEMENT NEWS	RECRUITMENT ADD	2,750.00
375058 ATKINSON ANDELSON LOYA RUUD	LEGAL FEES	2,021.79
375141 PORAC LAW ENFORCEMENT NEWS	RECRUITING ADS	596.25
375149 SAVE MART SUPERMARKETS	DEBRIEFING EXPENSE	70.97
375153 SHRED IT INC	SHRED SERVICES	415.65
375155 SOURCING GROUP, THE	PRINTING SERVICES	344.25
931674 MOBILE MINI LLC	EVIDENCE STORAGE	115.39
931680 A AND B CREATIVE TROPHIES	AWARDS	1,815.09
931685 HUDDLESTON, ROCK	RETIREMENT GIFTS	677.75
931688 IMAGE SALES INC	SUPPLIES	41.22
931766 IMAGE SALES INC	SUPPLIES	20.61
931788 MOBILE MINI LLC	EVIDENCE STORAGE	267.76

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Police Prisoner Custody

374802 BANK OF AMERICA	DRY CLEANING	174.00
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Police Community Policing

374802 BANK OF AMERICA	K9 FENCE	2,704.09
374806 BANK OF AMERICA	K9 TACTICAL GEAR	2,155.26
374863 MCDONALD, RYAN J	MILEAGE REIMBURSEMENT	44.58
374929 ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	71.01
375080 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	250.00

Police Investigations

374802 BANK OF AMERICA	PRINTING SERVICES	157.48
374805 BANK OF AMERICA	FASTRAK	55.00
374812 BLEDSOE, LOREN M	TRAINING PER DIEM	138.00
374841 GEIS, RYAN A	TRAINING PER DIEM	138.00
374843 GONZALEZ, ADRIAN E	EXPENSE REIMBURSEMENT	177.52
374844 HAMPTON INN	LODGING - R GEIS	378.56
374845 HAMPTON INN	LODGING - L BLEDSOE	378.56
374903 THIRD DEGREE COMMUNICATIONS	TRAINING - R GEIS	375.00
374904 THIRD DEGREE COMMUNICATIONS	TRAINING - L BLEDSOE	375.00
374950 CONTRA COSTA COUNTY	SART EXAMS	3,000.00
374956 COVANTA ENERGY, LLC	DESTRUCTION SERVICES	1,084.88
374995 LEXISNEXIS	INTEL SERVICES	252.50
375047 WISECARVER, JIMMY R	EXPENSE REIMBURSEMENT	130.48
375074 CONTRA COSTA COUNTY	CRIME LAB FEES	26,625.00
375075 CONTRA COSTA COUNTY	SART EXAMS	4,500.00

Police Special Operations Unit

375035 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	564.37
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Police Communications

374796 AMERICAN TOWER CORPORATION	CELL TOWER	236.82
374842 GLOBALSTAR	SATELITE PHONE	173.71
374880 PACIFIC TELEMAGEMENT SERVICE	LOBBY PAY PHONE	78.00
374948 CONTRA COSTA COUNTY	RADIO SERVICES	1,149.79
374949 CONTRA COSTA COUNTY	CLETS ANNUAL SERVICE	4,445.06
375020 RADIO IP SOFTWARE INC	SUPPORT SERVICES	238.52
375048 AFLAC	PAYROLL DEDUCITONS	130.58
375082 DELTA DENTAL	PAYROLL DEDUCITONS	178.59

Office Of Emergency Management

375057 AT AND T MCI	PHONE	829.20
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Police Facilities Maintenance

374802 BANK OF AMERICA	SUPPLIES	441.84
374805 BANK OF AMERICA	FASTRAK	8.83
374805 BANK OF AMERICA	EQUIPMENT	560.00
374805 BANK OF AMERICA	PA SYSTEM	1,494.64
374813 BMS	PROFESSIONAL SERVICES	165.00
374883 PLATINUM ROOFING INC	REPAIR SERVICES	605.00
374917 LOWES COMPANIES INC	SUPPLIES	188.88
375023 SHERWIN WILLIAMS CO	SUPPLIES	38.74
375131 NEXTEL SPRINT	CELL PHONE	3,361.01
931671 HAMMONS SUPPLY COMPANY	SUPPLIES	128.80
931724 CLUB CARE INC	MAINTENANCE SERVICES	278.29

Community Development Land Planning Services

374833 EIDEN, KITTY J	MINUTES CLERK	168.00
374865 MERIDETH, ZOE ALANNA	EXPENSE REIMBURSEMENT	390.35
374932 BANK OF AMERICA	LODGING - VARIOUS EMPLOYEES	1,217.85
374933 BAY AREA NEWS GROUP	LEGAL AD	247.50
374967 EIDEN, KITTY J	MINUTES CLERK	168.00
374972 FEDEX	SHIPPING	128.25
375042 VERIZON WIRELESS	WIRELESS SERVICES	38.01
375108 ICF JONES AND STOKES INC	CONSULTING SERVICES	21,164.69

CD Code Enforcement

374823 CONTRA COSTA COUNTY	RECORDING FEES	636.00
374856 K2GC	PROFESSIONAL SERVICES	13,064.93
374914 WORK WORLD	UNIFORMS	329.41
374917 LOWES COMPANIES INC	SUPPLIES	30.49
374932 BANK OF AMERICA	STATE OF THE CITY	170.03
375042 VERIZON WIRELESS	WIRELESS SERVICES	152.04
375067 BRIDGEHEAD SELF STORAGE	STORAGE FEES	225.00
375113 K2GC	PROFESSIONAL SERVICES	1,413.83
375131 NEXTEL SPRINT	CELL PHONE	251.28
375159 TRB AND ASSOCIATES	CONSULTING SERVICES	25,715.00
375162 US HEALTHWORKS MEDICAL GROUP	RESPIRATOR	120.00
375173 WORK WORLD	SAFETY BOOTS - J HUNTER	301.06

PW Engineer Land Development

374855 JN ENGINEERING	INSPECTION SERVICES	12,900.00
374928 ARC ALTERNATIVES	PROFESSIONAL SERVICES	138.47
375004 OFFICE MAX INC	OFFICE SUPPLIES	46.03
375026 SOMERSVILLE TOWNE CENTER	INSPECTION REFUND	3,400.00

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375041 VERIZON WIRELESS	WIRELESS SERVICES	76.02
375131 NEXTEL SPRINT	CELL PHONE	170.09
931668 COMPUTERLAND	COMPUTER EQUIPMENT	1,141.18

Community Development Building Inspection

374815 CALI ROOFS	ENERGY INSP FEE REFUND	263.08
374881 PETERSON DEAN	ENERGY INSP FEE REFUND	275.22
374911 VIVINT SOLAR DEVELOPER LLC	ENERGY INSP FEE REFUND	259.68
374932 BANK OF AMERICA	TRAINING	454.18
375004 OFFICE MAX INC	OFFICE SUPPLIES	208.57
375131 NEXTEL SPRINT	CELL PHONE	113.73
931668 COMPUTERLAND	COMPUTER EQUIPMENT	118.90
931678 SUPERION LLC	UPGRADE TRAKIT SYSTEM	58,980.00

Capital Imp. Administration

374875 OFFICE MAX INC	OFFICE SUPPLIES	33.70
375041 VERIZON WIRELESS	WIRELESS SERVICES	38.01

Community Development Engineering Services

375131 NEXTEL SPRINT	CELL PHONE	127.80
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212 CDBG Fund

CDBG

374809 BAY AREA LEGAL AID	Q3 TENANT LANDLORD	11,804.21
374864 MEALS ON WHEELS AND SENIOR OUT	Q3 MEALS ON WHEELS	5,512.50
374932 BANK OF AMERICA	TRAINING - T LOPEZ	483.21
375120 LOPEZ, TAYLOR M	LODGING REIMBURSEMENT	1,187.18
931672 HOUSE, TERI	CONSULTING SERVICES	3,640.00

213 Gas Tax Fund

Streets

374879 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	307.98
374978 GHILOTTI BROS INC	CDBG DOWNTOWN PROJECT	36,663.93
375011 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	12.32
375012 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	106.22
375136 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	179.48

214 Animal Control Fund

Animal Control

374802 BANK OF AMERICA	SUPPLIES	431.98
374810 BAYER HEALTH CARE	SUPPLIES	86.83
374847 HILLS PET NUTRITION	SUPPLIES	572.59

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374871 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	119.93
374897 STARLINE SUPPLY COMPANY	SUPPLIES	577.15
374901 TAIL WAG INN VETERINARY HOSPITAL	DEA LICENSE	2,529.00
374982 HILLS PET NUTRITION	SUPPLIES	382.80
375088 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,753.13
375089 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	507.76
375103 HILLS PET NUTRITION	ANIMAL FOOD	389.89
375115 KOEFRAN SERVICES INC	DISPOSAL SERVICES	1,850.00
375130 MWI VETERINARY SUPPLY CO	SUPPLIES	1,109.56
375131 NEXTEL SPRINT	CELL PHONE	270.93
375156 STARLINE SUPPLY COMPANY	SUPPLIES	676.86
931765 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,085.21
931788 MOBILE MINI LLC	OFFSITE STORAGE	113.60

219 Recreation Fund

Non Departmental

374849 HUB INTERNATIONAL OF CA INSURANCE	EVENT INSURANCE	512.16
374940 CEJA OCHOA, CONSUELO	DEPOSIT REFUNDS	1,000.00
374941 CHAN, PATTY	DEPOSIT REFUND	500.00
374973 FERGUSON, JAMIANNE	RENTAL DEPOSIT REFUND	1,000.00
374980 GOMEZ, TINA	DEPOSIT REFUND	500.00
375037 UDO, IDARA	RENTAL DEPOSIT REFUND	500.00
375092 FIRST 5 CONTRA COSTA	DEPOSIT REFUND	500.00

Recreation Admin

374945 COLE SUPPLY CO INC	SUPPLIES	279.88
931669 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	304.72

Senior Programs

374804 BANK OF AMERICA	FINGERPRINTING FEES	25.00
374816 CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	98.00
374829 DIABLO LIVE SCAN	FINGERPRINTING FEES	20.00
375003 OAKLEYS PEST CONTROL	PEST CONTROL	225.00
375056 AT AND T MCI	SENIOR LONG DISTANCE LINES	185.55
375057 AT AND T MCI	PHONE	40.83
375082 DELTA DENTAL	PAYROLL DEDUCITONS	124.36

Recreation Sports Programs

374808 BAY AREA BARRICADE	SUPPLIES	909.42
374840 GARDA CL WEST INC	ARMORED CAR SERVICE	58.75
374917 LOWES COMPANIES INC	SUPPLIES	424.33
375003 OAKLEYS PEST CONTROL	PEST CONTROL	150.00

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375039 US FOODSERVICE INC	CONCESSION SUPPLIES	1,822.63
931686 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	193.59
Recreation-New Comm Cntr		
374791 A AND G PRINTING	PRINTING SERVICES	270.63
374800 ANTIOCH HERALD	ADVERTISEMENT	475.00
374801 AT AND T MCI	PHONE	66.26
374803 BANK OF AMERICA	PLAQUE	305.15
374819 COLE SUPPLY CO INC	SUPPLIES	120.06
374831 DUGAND, KARINA	CONTRACTOR PAYMENT	1,098.00
374840 GARDA CL WEST INC	ARMORED CAR SERVICE	58.75
374875 OFFICE MAX INC	OFFICE SUPPLIES	42.29
374917 LOWES COMPANIES INC	SUPPLIES	130.49
374945 COLE SUPPLY CO INC	SUPPLIES	215.00
374965 DUGAND, KARINA	CONTRACTOR PAYMENT	114.00
375003 OAKLEYS PEST CONTROL	PEST CONTROL	250.00
375012 PACIFIC GAS AND ELECTRIC CO	GAS	6,748.56
375042 VERIZON WIRELESS	WIRELESS SERVICES	38.01
375085 DISCOUNT SCHOOL SUPPLY	SUPPLIES	458.64
375087 DUALHARE INC	COMMUNICATION SERVICES	450.00
375133 OFFICE MAX INC	OFFICE SUPPLIES	12.98
375145 RIDLEY, DEXTER	CONTRACTOR PAYMENT	252.00
220 Traffic Signalization Fund		
Traffic Signals		
374998 MIKE BROWN ELECTRIC CO	TRAFFIC SIGNAL PROJECT	19,250.00
222 Measure C/J Fund		
Streets		
374978 GHILOTTI BROS INC	CDBG DOWNTOWN PROJECT	40,269.02
375019 QUALITY COUNTS LLC	TRAFFIC SURVEYS	8,250.00
226 Solid Waste Reduction Fund		
Solid Waste Used Oil		
374887 REPUBLIC SERVICES INC	CURBSIDE OIL	1,668.25
Solid Waste		
374814 BUSCH SYSTEMS INTERNATIONAL INC	RECYCLING BINS	892.10
374815 CALI ROOFS	WASTE MANAGEMENT REFUND	35.00
374927 AQUA DREAM POOLS	WASTE MANAGEMENT REFUND	35.00
374932 BANK OF AMERICA	SOLID WASTE	104.46
375032 SUSTAINABLE CONTRA COSTA	2018 PARTNERSHIP	1,500.00

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229 Pollution Elimination Fund

Channel Maintenance Operation

374816 CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	32.00
374829 DIABLO LIVE SCAN	FINGERPRINTING FEES	20.00
374867 MJH EXCAVATING INC	LANDSCAPE SERVICES	2,467.50
374878 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,472.62
374931 BANK OF AMERICA	BANNER	378.38
375010 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	3,080.53
375125 MJH EXCAVATING INC	LANDSCAPE SERVICES	8,542.50
375131 NEXTEL SPRINT	CELL PHONE	50.46
375135 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,414.26
931850 PARSONS BRINCKERHOFF INC	SURVEYING SERVICES	773.94

Storm Drain Administration

374859 KIDS FOR THE BAY	PROGRAM SERVICES	4,000.00
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238 PEG Franchise Fee Fund

Non Departmental

374885 QUALITY SOUND	MATERIAL	4,883.77
375033 SWATT MIERS ARCHITECTS	COUNCIL CHAMBERS PROJECT	22,965.73

251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

375034 TERRACARE ASSOCIATES	TURF MOWING	136.60
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Lonetree Maintenance Zone 2

374919 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	6,971.70
375049 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	3,885.26

Lonetree Maintenance Zone 3

374919 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	3,882.84
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Lonetree Maintenance Zone 4

375034 TERRACARE ASSOCIATES	TURF MOWING	218.56
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252 Downtown SLLMD Fund

Downtown Maintenance

375034 TERRACARE ASSOCIATES	TURF MOWING	136.60
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253 Almondridge SLLMD Fund

Almondridge Maintenance

374926 APEX GRADING	LANDSCAPE SERVICES	3,000.00
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

374926 APEX GRADING	LANDSCAPE SERVICES	5,000.00
375034 TERRACARE ASSOCIATES	TURF MOWING	355.16

Hillcrest Maintenance Zone 2

374893 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,982.40
374899 STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,800.00
374926 APEX GRADING	LANDSCAPE SERVICES	3,000.00
375018 PRINTEX CONCRETE PRODUCTS INC	REPAIR SERVICES	3,780.00
375025 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,982.40
375034 TERRACARE ASSOCIATES	TURF MOWING	486.30

Hillcrest Maintenance Zone 4

375018 PRINTEX CONCRETE PRODUCTS INC	REPAIR SERVICES	3,580.00
375034 TERRACARE ASSOCIATES	TURF MOWING	273.20

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

375034 TERRACARE ASSOCIATES	TURF MOWING	355.16
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256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

374926 APEX GRADING	LANDSCAPE SERVICES	3,000.00
375034 TERRACARE ASSOCIATES	TURF MOWING	5.46

Citywide 2A Maintenance Zone 6

375034 TERRACARE ASSOCIATES	TURF MOWING	327.84
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Citywide 2A Maintenance Zone 8

375034 TERRACARE ASSOCIATES	TURF MOWING	27.32
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Citywide 2A Maintenance Zone 9

375034 TERRACARE ASSOCIATES	TURF MOWING	81.96
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257 SLLMD Administration Fund

SLLMD Administration

374825 CRYSTAL CLEAR LOGOS INC	SUPPLIES	352.81
374909 VERIZON WIRELESS	DATA USAGE	76.02
374931 BANK OF AMERICA	FUEL	15.00
375034 TERRACARE ASSOCIATES	TURF MOWING	327.84
375040 VERIZON WIRELESS	CELL PHONE	76.02
375094 FURBER SAW INC	EQUIPMENT	1,239.73
375131 NEXTEL SPRINT	CELL PHONE	165.54

259 East Lone Tree SLLMD Fund

Zone 1-District 10

374893 SILVA LANDSCAPE	LANDSCAPE SERVICES	29,670.00
375025 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00

311 Capital Improvement Fund

Parks & Open Space

374855 JN ENGINEERING	INSPECTION SERVICES	2,100.00
374955 CONTRACTOR COMPLIANCE	LABOR COMPLIANCE	240.00
375158 TNB CONSTRUCTION	PREWETT PARK PROJECT	69,896.25
931673 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,489.13

Northeast Annexation

374936 BKF ENGINEERS INC	CONSULTING SERVICES	10,875.78
375064 BKF ENGINEERS INC	PROFESSIONAL SERVICES	21,575.44

312 Prewett Family Park Fund

Parks & Open Space

374803 BANK OF AMERICA	SUPPLIES	78.23
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376 Lone Diamond Fund

Assessment District

375071 CENTRAL SELF STORAGE ANTIOCH	STORAGE FEE	252.00
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416 Honeywell Capital Lease Fund

Non Departmental

375059 BANK OF AMERICA	DEBT SERVICE	44,942.88
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570 Equipment Maintenance Fund

Non Departmental

374850 HUNT AND SONS INC	FUEL	19,337.77
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Equipment Maintenance

374798 ANTIOCH AUTO PARTS	AUTO PARTS	312.82
374799 ANTIOCH CHRYSLER JEEP DODGE	AUTO PARTS	54.32
374846 HARLEY DAVIDSON	VEHICLE SERVICE	1,941.45
374861 M AND L OVERHEAD DOORS	DOOR REPAIR	5,864.10
374862 MAACO	REPAIR SERVICES	1,800.34
374869 MUNICIPAL POOLING AUTHORITY	INSURANCE	22.93
374877 OREILLY AUTO PARTS	AUTO PARTS	50.11
374896 SPRAYTEC	EQUIPMENT PARTS	37.16
374906 TUTTS TRUCK OUTFITTERS	AUTO PARTS	152.20
374909 VERIZON WIRELESS	DATA USAGE	38.01
374917 LOWES COMPANIES INC	SUPPLIES	81.28
374924 ACE HARDWARE, ANTIOCH	EQUIPMENT PARTS	9.74
374925 ANTIOCH AUTO PARTS	AUTO PARTS	1,238.12
374931 BANK OF AMERICA	AUTO PARTS	269.99
374976 FURBER SAW INC	PARTS	261.57
375000 MUNICIPAL MAINT EQUIPMENT INC	EQUIPMENT PARTS	39.08
375004 OFFICE MAX INC	OFFICE SUPPLIES	33.90
375008 OREILLY AUTO PARTS	AUTO PARTS	27.40
375015 PETERSON	EQUIPMENT PARTS	1,238.61
375030 LEHR AUTO ELECTRIC	REPAIR SERVICE	150.00
375036 TRED SHED, THE	TIRES	2,421.71
375038 UNITED PARCEL SERVICE	SHIPPING	42.40
375040 VERIZON WIRELESS	CELL PHONE	38.01
375045 WALNUT CREEK FORD	AUTO REPAIR PARTS	313.03
375054 ANTIOCH AUTO PARTS	AUTO PARTS	1,027.72
375094 FURBER SAW INC	AUTO PARTS	158.48
375121 MAACO	REIMBURSEMENT FOR REPAIR	6,111.19
375123 MIKES AUTO BODY	REIMBURSEMENT FOR REPAIR	7,027.84
375128 MUNICIPAL MAINT EQUIPMENT INC	PARTS	1,567.97
375134 OREILLY AUTO PARTS	AUTO PARTS	179.33
375138 PETERSON	AUTO PARTS	740.19
375168 WALNUT CREEK FORD	AUTO PARTS	379.79
931666 BIG SKY ENTERPRISES INC	WASTE REMOVAL	276.75

573 Information Services Fund

Non Departmental

374979 GIS PLANNING INC	PROFESSIONAL SERVICES	3,999.34
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Information Services

375165 VERIZON WIRELESS	CELL PHONE	376.47
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Network Support & PCs

375160 TREDENT DATA SYSTEMS INC	SUPPORT MAINTENANCE	4,829.00
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Telephone System

374795 AMERICAN MESSAGING	PAGING SERVICE	42.67
374801 AT AND T MCI	PHONE	379.23
375055 AT AND T MCI	PHONE	19.81

GIS Support Services

374938 CALIFORNIA SURVEYING AND DRAFT	SUPPLIES	1,079.04
374979 GIS PLANNING INC	PROFESSIONAL SERVICES	1,999.66

Office Equipment Replacement

374852 INSIGHT PUBLIC SECTOR INC	MICROSOFT LICENSE	3,644.48
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577 Post Retirement Medical-Police Fund

Non Departmental

375061 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
375065 RETIREE	MEDICAL AFTER RETIREMENT	1,134.00
375068 RETIREE	MEDICAL AFTER RETIREMENT	779.86
375069 RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
375081 RETIREE	MEDICAL AFTER RETIREMENT	1,114.78
375095 RETIREE	MEDICAL AFTER RETIREMENT	1,114.78
375105 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
375116 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
375117 RETIREE	MEDICAL AFTER RETIREMENT	963.20
375122 RETIREE	MEDICAL AFTER RETIREMENT	1,224.46
375147 RETIREE	MEDICAL AFTER RETIREMENT	256.93
375151 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
375161 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
375172 RETIREE	MEDICAL AFTER RETIREMENT	499.68
931695 RETIREE	MEDICAL AFTER RETIREMENT	499.68
931699 RETIREE	MEDICAL AFTER RETIREMENT	963.20
931700 RETIREE	MEDICAL AFTER RETIREMENT	295.92
931702 RETIREE	MEDICAL AFTER RETIREMENT	1,274.92
931705 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
931706 RETIREE	MEDICAL AFTER RETIREMENT	1,274.92
931717 RETIREE	MEDICAL AFTER RETIREMENT	967.60
931719 RETIREE	MEDICAL AFTER RETIREMENT	837.00

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931722 RETIREE	MEDICAL AFTER RETIREMENT	558.94
931725 RETIREE	MEDICAL AFTER RETIREMENT	634.99
931737 RETIREE	MEDICAL AFTER RETIREMENT	1,559.72
931743 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
931744 RETIREE	MEDICAL AFTER RETIREMENT	837.00
931745 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
931756 RETIREE	MEDICAL AFTER RETIREMENT	183.34
931758 RETIREE	MEDICAL AFTER RETIREMENT	256.93
931761 RETIREE	MEDICAL AFTER RETIREMENT	499.68
931762 RETIREE	MEDICAL AFTER RETIREMENT	1,116.23
931763 RETIREE	MEDICAL AFTER RETIREMENT	270.04
931768 RETIREE	MEDICAL AFTER RETIREMENT	506.91
931774 RETIREE	MEDICAL AFTER RETIREMENT	183.34
931787 RETIREE	MEDICAL AFTER RETIREMENT	1,089.10
931790 RETIREE	MEDICAL AFTER RETIREMENT	646.86
931791 RETIREE	MEDICAL AFTER RETIREMENT	968.28
931802 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
931803 RETIREE	MEDICAL AFTER RETIREMENT	558.94
931804 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
931806 RETIREE	MEDICAL AFTER RETIREMENT	1,036.79
931815 RETIREE	MEDICAL AFTER RETIREMENT	646.86
931826 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
931828 RETIREE	MEDICAL AFTER RETIREMENT	779.86
931833 RETIREE	MEDICAL AFTER RETIREMENT	499.68
931837 RETIREE	MEDICAL AFTER RETIREMENT	256.93
931847 RETIREE	MEDICAL AFTER RETIREMENT	646.86
931849 RETIREE	MEDICAL AFTER RETIREMENT	38.44
931851 RETIREE	MEDICAL AFTER RETIREMENT	646.86

578 Post Retirement Medical-Misc Fund

Non Departmental

375063 RETIREE	MEDICAL AFTER RETIREMENT	221.69
375084 RETIREE	MEDICAL AFTER RETIREMENT	103.69
375086 RETIREE	MEDICAL AFTER RETIREMENT	473.38
375097 RETIREE	MEDICAL AFTER RETIREMENT	103.69
375100 RETIREE	MEDICAL AFTER RETIREMENT	709.38
375112 RETIREE	MEDICAL AFTER RETIREMENT	221.69
375124 RETIREE	MEDICAL AFTER RETIREMENT	103.69
375143 RETIREE	MEDICAL AFTER RETIREMENT	103.69
375144 RETIREE	MEDICAL AFTER RETIREMENT	340.38
375146 RETIREE	MEDICAL AFTER RETIREMENT	103.69
375150 RETIREE	MEDICAL AFTER RETIREMENT	103.69

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375164 RETIREE	MEDICAL AFTER RETIREMENT	100.00
375167 RETIREE	MEDICAL AFTER RETIREMENT	103.69
375174 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931694 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931696 RETIREE	MEDICAL AFTER RETIREMENT	249.30
931697 RETIREE	MEDICAL AFTER RETIREMENT	197.76
931701 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931704 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931709 RETIREE	MEDICAL AFTER RETIREMENT	221.69
931711 RETIREE	MEDICAL AFTER RETIREMENT	221.69
931713 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931714 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931718 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931726 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931729 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931730 RETIREE	MEDICAL AFTER RETIREMENT	221.69
931733 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931736 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931739 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931740 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931749 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931750 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931752 RETIREE	MEDICAL AFTER RETIREMENT	111.42
931757 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931760 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931767 RETIREE	MEDICAL AFTER RETIREMENT	221.69
931769 RETIREE	MEDICAL AFTER RETIREMENT	221.69
931773 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931776 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931779 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931781 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931782 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931786 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931797 RETIREE	MEDICAL AFTER RETIREMENT	183.34
931798 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931799 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931808 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931811 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931814 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931820 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931831 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931835 RETIREE	MEDICAL AFTER RETIREMENT	86.48

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931836 RETIREE	MEDICAL AFTER RETIREMENT	183.34
931838 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931840 RETIREE	MEDICAL AFTER RETIREMENT	709.38
931846 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931848 RETIREE	MEDICAL AFTER RETIREMENT	103.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

375072 RETIREE	MEDICAL AFTER RETIREMENT	880.90
375079 RETIREE	MEDICAL AFTER RETIREMENT	161.69
375093 RETIREE	MEDICAL AFTER RETIREMENT	103.69
375098 RETIREE	MEDICAL AFTER RETIREMENT	221.69
375101 RETIREE	MEDICAL AFTER RETIREMENT ADJ	50.34
375107 RETIREE	MEDICAL AFTER RETIREMENT	400.00
375111 RETIREE	MEDICAL AFTER RETIREMENT	576.38
375114 RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
375118 RETIREE	MEDICAL AFTER RETIREMENT	340.38
375119 RETIREE	MEDICAL AFTER RETIREMENT	396.54
375126 RETIREE	MEDICAL AFTER RETIREMENT	741.38
375148 RETIREE	MEDICAL AFTER RETIREMENT	880.90
375163 RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
931698 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931703 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931707 RETIREE	MEDICAL AFTER RETIREMENT	183.34
931708 RETIREE	MEDICAL AFTER RETIREMENT	183.34
931710 RETIREE	MEDICAL AFTER RETIREMENT	161.70
931712 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931715 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931720 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931721 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931723 RETIREE	MEDICAL AFTER RETIREMENT	709.38
931727 RETIREE	MEDICAL AFTER RETIREMENT	631.60
931728 RETIREE	MEDICAL AFTER RETIREMENT	197.76
931731 RETIREE	MEDICAL AFTER RETIREMENT	1,013.90
931732 RETIREE	MEDICAL AFTER RETIREMENT	576.38
931734 RETIREE	MEDICAL AFTER RETIREMENT	456.38
931735 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931738 RETIREE	MEDICAL AFTER RETIREMENT	249.30
931746 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931747 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931748 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931751 RETIREE	MEDICAL AFTER RETIREMENT	558.94

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931753 RETIREE	MEDICAL AFTER RETIREMENT	377.40
931754 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931755 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931764 RETIREE	MEDICAL AFTER RETIREMENT	346.97
931771 RETIREE	MEDICAL AFTER RETIREMENT	706.38
931772 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931775 RETIREE	MEDICAL AFTER RETIREMENT	880.90
931777 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931778 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931780 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
931783 RETIREE	MEDICAL AFTER RETIREMENT	40.79
931784 RETIREE	MEDICAL AFTER RETIREMENT	1,036.79
931785 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931789 RETIREE	MEDICAL AFTER RETIREMENT	528.45
931792 RETIREE	MEDICAL AFTER RETIREMENT	249.30
931793 RETIREE	MEDICAL AFTER RETIREMENT	161.69
931794 RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
931795 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931796 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931800 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931801 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931805 RETIREE	MEDICAL AFTER RETIREMENT	613.47
931807 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931809 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931810 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931812 RETIREE	MEDICAL AFTER RETIREMENT	221.69
931813 RETIREE	MEDICAL AFTER RETIREMENT	161.70
931816 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931818 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931819 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931821 RETIREE	MEDICAL AFTER RETIREMENT	249.30
931822 RETIREE	MEDICAL AFTER RETIREMENT	631.60
931823 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931825 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931827 RETIREE	MEDICAL AFTER RETIREMENT	456.38
931829 RETIREE	MEDICAL AFTER RETIREMENT	213.79
931830 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931834 RETIREE	MEDICAL AFTER RETIREMENT	709.38
931839 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931841 RETIREE	MEDICAL AFTER RETIREMENT	340.38
931842 RETIREE	MEDICAL AFTER RETIREMENT	229.69
931843 RETIREE	MEDICAL AFTER RETIREMENT	1,697.30

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931844 RETIREE	MEDICAL AFTER RETIREMENT	103.69
931845 RETIREE	MEDICAL AFTER RETIREMENT	1,837.00

611 Water Fund

Non Departmental

374798 ANTIOCH AUTO PARTS	SUPPLIES	1,063.25
374811 BISHOP CO	SUPPLIES	1,068.99
374819 COLE SUPPLY CO INC	SUPPLIES	328.86
374825 CRYSTAL CLEAR LOGOS INC	UNIFORMS	119.60
374875 OFFICE MAX INC	OFFICE SUPPLIES	1,678.64
374889 ROBERTS AND BRUNE CO	SUPPLIES	25,998.24
374912 WESCO RECEIVABLES CORP	ELECTRICAL SUPPLIES	682.74
931670 GRAINGER INC	SUPPLIES	1,710.51
931671 HAMMONS SUPPLY COMPANY	SUPPLIES	941.54

Water Supervision

374909 VERIZON WIRELESS	DATA USAGE	76.02
374922 ALLIANT INSURANCE SERVICES	INSURANCE PREMIUM	41,434.80
374954 CONTRA COSTA HEALTH SERVICES	ANNUAL HEALTH PERMIT	45,317.71
375040 VERIZON WIRELESS	CELL PHONE	76.02
375073 COLEY, TIMOTHY P	EXPENSE REIMBURSEMENT	48.10
375131 NEXTEL SPRINT	CELL PHONE	172.20

Water Production

374797 ACE HARDWARE, ANTIOCH	SUPPLIES	48.83
374801 AT AND T MCI	PHONE	133.50
374817 CALLAHAN, STEVEN P	EXPENSE REIMBURSEMENT	359.10
374827 CSI SERVICES INC	INSPECTION SERVICES	9,450.00
374838 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	381.01
374857 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	24,852.61
374875 OFFICE MAX INC	OFFICE SUPPLIES	198.23
374879 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	235.86
374882 PETERSON	REPAIR SERVICES	19,028.32
374909 VERIZON WIRELESS	DATA USAGE	38.01
374910 VILLASANA, LAURA ALBIDRESS	EXPENSE REIMBURSEMENT	360.00
374917 LOWES COMPANIES INC	SUPPLIES	193.50
374923 ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	275.00
374924 ACE HARDWARE, ANTIOCH	SUPPLIES	46.47
374931 BANK OF AMERICA	MEDICAL EXAM	75.00
374954 CONTRA COSTA HEALTH SERVICES	INSPECTION SERVICES	4,094.66
374968 ENVIRONMENTAL RESOURCE ASSOC	TESTING ANALYSIS	339.29
374971 FASTENAL CO	SUPPLIES	176.32

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374981 HACH CO	SUPPLIES	684.58
374987 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	26,074.66
374992 LEIGHTON STONE CORP	SUPPLIES	694.25
374993 LENHART ALARM AND SECURITY	ALARM SERVICES	73.95
375040 VERIZON WIRELESS	CELL PHONE	38.01
375054 ANTIOCH AUTO PARTS	REPAIR PARTS	230.44
375077 CONTRA COSTA WATER DISTRICT	RAW WATER	195,662.43
375090 ENVIRONMENTAL RESOURCE ASSOC	TESTING ANALYSIS	339.29
375099 HACH CO	LAB SUPPLIES	279.22
375131 NEXTEL SPRINT	CELL PHONE	45.06
375140 POLYDYNE INC	CENTRIFUGE POLYMER	5,290.00
375166 VLAMING AND ASSOCIATES	CONSULTING SERVICES	8,797.50
375169 WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	6,215.04
931665 BAY VALVE SERVICE AND ENGINEER	VALVE REPAIR	19,627.80
931667 CHEMTRADE CHEMICALS US LLC	ALUM	10,656.72
931670 GRAINGER INC	SUPPLIES	1,564.20
931676 OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	7,050.00
931681 AIRGAS SPECIALTY PRODUCTS	AMMONIA	2,512.60
931687 IDEXX LABORATORIES INC	SUPPLIES	1,075.44
931741 EUROFINS EATON ANALYTICAL INC	TESTING ANALYSIS	425.00
931770 TRANSDYN INC	PROFESSIONAL SERVICES	37,999.00

Water Distribution

374797 ACE HARDWARE, ANTIOCH	SUPPLIES	12.18
374798 ANTIOCH AUTO PARTS	SUPPLIES	39.12
374824 COSTCO	MEMBERSHIP RENEWAL	120.00
374839 FOLGERGRAPHICS	PRINTING SERVICES	2,376.19
374889 ROBERTS AND BRUNE CO	SUPPLIES	466.72
374900 SYAR INDUSTRIES INC	ASPHALT	1,876.83
374908 USA BLUE BOOK	SUPPLIES	506.91
374909 VERIZON WIRELESS	DATA USAGE	380.10
374912 WESCO RECEIVABLES CORP	ELECTRICAL SUPPLIES	181.13
374917 LOWES COMPANIES INC	SUPPLIES	240.85
374925 ANTIOCH AUTO PARTS	SUPPLIES	22.83
374931 BANK OF AMERICA	SHRED SERVICES	54.21
374931 BANK OF AMERICA	BANNER	78.51
374931 BANK OF AMERICA	MEETING EXPENSE	25.43
374931 BANK OF AMERICA	CWEA RENEWAL - VARIOUS EMPLO	540.00
374960 DELTA DIABLO	RECYCLED WATER	7,263.13
374974 FINTA ENTERPRISES INC	DEBRIS REMOVAL	17,521.25
374984 INFOSEND INC	POSTAGE FEES	5,000.09
375004 OFFICE MAX INC	OFFICE SUPPLIES	2,137.13

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375009 PAC MACHINE CO INC	EQUIPMENT	1,084.23
375021 RT LAWRENCE CORP	LOCKBOX PROCESSING	581.95
375022 SABRE BACKFLOW INC	PARTS	525.52
375040 VERIZON WIRELESS	CELL PHONE	380.10
375053 ACE HARDWARE, ANTIOCH	PARTS	5.84
375109 INFOSEND INC	POSTAGE COSTS	2,790.78
375127 MT DIABLO LANDSCAPE CENTERS INC	SUPPLIES	175.03
375131 NEXTEL SPRINT	CELL PHONE	467.39
375152 SEAMAN, JOHN M	CERT FEE REIMBURSEMENT	50.00
931670 GRAINGER INC	SUPPLIES	254.48
931671 HAMMONS SUPPLY COMPANY	SUPPLIES	244.86
931691 RED WING SHOE STORE	SAFETY SHOES - BORELLI	234.86

Water Meter Reading

374825 CRYSTAL CLEAR LOGOS INC	SUPPLIES	366.64
374872 NATIONAL METER & AUTOMATION INC	WATER METERS	6,891.42
374889 ROBERTS AND BRUNE CO	SUPPLIES	16,057.55
374909 VERIZON WIRELESS	DATA USAGE	38.01
375040 VERIZON WIRELESS	CELL PHONE	38.01
375131 NEXTEL SPRINT	CELL PHONE	59.98

Public Buildings & Facilities

374868 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	2,205.00
374884 PROMINENT SYSTEM INC	CARBON REPLACEMENT	362,000.83
375051 ANDERSON PACIFIC ENGINEERING INC	WTP IMPROVEMENTS	320,560.75
375070 CAMP DRESSER AND MCKEE INC	CONSULTING SERVICES	20,754.79
931716 CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	109,336.60

Warehouse & Central Stores

374907 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	16.50
375038 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
375131 NEXTEL SPRINT	CELL PHONE	73.54

612 Water System Improvement Fund

Water Systems

374933 BAY AREA NEWS GROUP	LEGAL AD	408.60
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621 Sewer Fund

Sewer-Wastewater Supervision

374909 VERIZON WIRELESS	DATA USAGE	76.02
374931 BANK OF AMERICA	CWEA TRAINING - COOK & ADAMS	1,540.00
375021 RT LAWRENCE CORP	LOCKBOX PROCESSING	581.95

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375040 VERIZON WIRELESS	CELL PHONE	76.02
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Sewer-Wastewater Collection

374830 DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	480.00
374837 FASTENAL CO	SUPPLIES	103.16
374868 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	2,205.00
374874 NOR CAL PIPELINE SERVICES	SEWER MAIN REPAIR	79,432.32
374889 ROBERTS AND BRUNE CO	SUPPLIES	2,292.94
374900 SYAR INDUSTRIES INC	ASPHALT	1,876.83
374909 VERIZON WIRELESS	DATA USAGE	228.06
374912 WESCO RECEIVABLES CORP	ELECTRICAL SUPPLIES	181.13
374917 LOWES COMPANIES INC	SUPPLIES	112.03
374931 BANK OF AMERICA	SUPPLIES	246.65
374964 DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	460.00
374974 FINTA ENTERPRISES INC	DEBRIS REMOVAL	17,521.25
374975 FTG CONSTRUCTION MATERIALS INC	DISPOSAL SERVICES	9,900.00
374984 INFOSEND INC	POSTAGE FEES	5,000.10
375040 VERIZON WIRELESS	CELL PHONE	228.06
375052 ACE HARDWARE, ANTIOCH	PIPE & FITTINGS	15.91
375091 FERNANDEZ LOPEZ, KIM ANGEL	EXPENSE REIMBURSEMENT	75.00
375102 HERNANDEZ, ARTHUR SIMON	SAFETY SHOES REIMBURSEMENT	126.06
375109 INFOSEND INC	POSTAGE FEES	2,790.77
375110 JACK DOHENY SUPPLIES INC	SUPPLIES	152.25
375131 NEXTEL SPRINT	CELL PHONE	456.06
375132 NOR CAL PIPELINE SERVICES	SEWER MAIN REPAIR	3,915.00
931817 SCOTTO, CHARLES W AND DONNA F	BUILDING LEASE	4,750.00

622 Sewer System Improvement Fund

Wastewater Collection

374958 DAVIDON HOMES	SEWER FEE REFUND	2,379.00
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631 Marina Fund

Non Departmental

375106 HUNT AND SONS INC	FUEL	24,850.85
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Marina Administration

374828 CUSTOM COMPUTERS INC	LABOR	11,436.39
374917 LOWES COMPANIES INC	SUPPLIES	45.62
374931 BANK OF AMERICA	ADVERTISEMENT	370.00
375087 DUALHARE INC	COMMUNICATION SERVICES	400.00
375131 NEXTEL SPRINT	CELL PHONE	57.40

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Marina Boat Launch

374931 BANK OF AMERICA	SUPPLIES	245.24
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Public Buildings & Facilities

375044 VISIPLEX INC	EQUIPMENT	1,115.00
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641 Prewett Water Park Fund

Non Departmental

374849 HUB INTERNATIONAL OF CA INSURA	EVENT INSURANCE	256.08
374943 CITY OF ANTIOCH	CHANGE FUND	3,200.00
374952 CONTRA COSTA COUNTY	HAZARD MATERIALS PERMIT	1,878.00
375060 BANKS, CAROLYN	DEPOSIT REFUND	500.00

Recreation Water Park

374800 ANTIOCH HERALD	ADVERTISEMENT	1,543.75
374803 BANK OF AMERICA	ADVERTISEMENT	1,389.00
374816 CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	514.00
374829 DIABLO LIVE SCAN	FINGERPRINTING FEES	280.00
374840 GARDA CL WEST INC	ARMORED CAR SERVICE	58.75
374875 OFFICE MAX INC	OFFICE SUPPLIES	430.43
374917 LOWES COMPANIES INC	SUPPLIES	584.13
374921 ALL SURFACE PAINTING AND DECOR	PROFESSIONAL SERVICES	2,849.30
374939 CANVAS FACTORY	SUPPLIES	1,234.05
374942 CITY MECHANICAL INC	PROFESSIONAL SERVICES	490.00
374946 COMMERCIAL POOL SYSTEMS INC	EQUIPMENT	2,662.39
374961 DEPARTMENT OF INDUSTRIAL REL.	WATER SLIDE MAINTENANCE	2,560.00
374970 EWING IRRIGATION PRODUCTS	SUPPLIES	213.33
374988 KELLY MOORE PAINT CO	SUPPLIES	213.73
374994 LESLIES POOL SUPPLIES	SUPPLIES	448.20
374997 LINCOLN EQUIPMENT INC	SUPPLIES	1,173.47
375003 OAKLEYS PEST CONTROL	PEST CONTROL	200.00
375046 WHIRLEY INDUSTRIES INC	SOUVENIR CUPS	1,638.69
375131 NEXTEL SPRINT	CELL PHONE	32.97
375133 OFFICE MAX INC	OFFICE SUPPLIES	70.85

721 Employee Benefits Fund

Non Departmental

374818 CITY SPORTS CLUB	PAYROLL DEDUCTIONS	164.94
374876 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	6,048.00
374918 24 HOUR FITNESS SPORT	PAYROLL DEDUCTIONS	47.24
374944 CITY SPORTS CLUB	PAYROLL DEDUCTIONS	54.98
374951 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00

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374963 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	140.00
374966 EAST COUNTY STRENGTH AND CONDIT.	PAYROLL DEDUCTIONS	85.00
374983 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	745.98
374985 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
374986 IRVIN DEUTSCHER YMCA	PAYROLL DEDUCTIONS	50.00
374996 LINA	PAYROLL DEDUCTIONS	6,416.52
375001 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	3,749.52
375006 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,961.00
375013 PARS	PAYROLL DEDUCTIONS	4,065.04
375027 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	882.75
375028 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
375029 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	485.00
375048 AFLAC	PAYROLL DEDUCTIONS	5,607.57
375066 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	3,165.70
375082 DELTA DENTAL	PAYROLL DEDUCTIONS	36,245.45
931682 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	550.00
931683 ANTIOCH POLICE OFFICERS ASSOC	PAYROLL DEDUCTIONS	20,576.10
931684 ANTIOCH PUBLIC WORKS EMPLOYEE	PAYROLL DEDUCTIONS	3,767.89
931690 NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	65,398.02
931692 VANTAGEPOINT TRANSFER AGENTS 3	PAYROLL DEDUCTIONS	6,118.45



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Oakley Knolls Project – Second Reading of Ordinance

RECOMMENDED ACTION

It is recommended that the City Council adopt the Ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-15-01) (Attachment "A").

STRATEGIC PURPOSE

This action will improve Antioch's existing community by growing the local economy (Strategy G-1 in the Strategic Plan) and by providing new residential development (Strategy H-5 in the Strategic Plan), in that it would provide housing for new residents that will contribute to the local community and the local economy.

DISCUSSION

The proposed zoning map amendment was presented to the City Council on April 10, 2018 along with the other Vesting Tentative Map and the Initial Study/Mitigated Negative Declaration (IS/MND) required under the California Environmental Quality Act (CEQA). At this meeting, the IS/MND was adopted, the Vesting Tentative Map was approved, and the Ordinance amending the Zoning Map to permit the Planned Development was introduced. The vote on all three actions was (3-2-0).

The required second reading of the Ordinance was presented to the City Council on April 24, 2018. At this meeting, the second reading failed to pass (2-2-0) and, per the Antioch Municipal Code, was automatically tabled. On May 8, 2018, the item was presented to the City Council and the Mayor directed staff to return the second reading of the Ordinance to the nearest available agenda. This second reading will finalize the adoption of this Ordinance.

ATTACHMENTS

A: Ordinance for a zoning map amendment from Planned Development District (PD) to Planned Development District (PD-15-01)

ATTACHMENT "A"

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE THE APPROXIMATELY 5.56-ACRE OAKLEY KNOLLS PROJECT SITE (APN 051-430-001 to 018), FROM PLANNED DEVELOPMENT DISTRICT (PD) TO PLANNED DEVELOPMENT DISTRICT (PD-15-01)

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

SECTION 1: The City Council determined on April 10, 2018, that, pursuant to Section 15070 of the Guidelines of the California Environmental Quality Act, that the appropriate environmental document for the project is an Initial Study, Mitigated Negative Declaration.

SECTION 2: At its regular meeting of March 21, 2018, the Planning Commission recommended that the City Council approve the resolution adopting the Initial Study/Mitigated Negative Declaration for the proposed project and recommended that the City Council adopt the ordinance to rezone the subject property to Planned Development District (PD-15-01).

SECTION 3: At its regular meeting of April 10, 2018, the City Council approved the resolution adopting the Initial Study/Mitigated Negative Declaration for the Oakley Knolls project.

SECTION 4: The real property described in Exhibit A, attached hereto, is hereby rezoned to Planned Development (PD-15-01) for the Oakley Knolls project.

SECTION 5: The development standards, as defined below, for the subject property (APN 051-430-001 to 018), known as the Oakley Knolls Project, are herein incorporated into this ordinance, and are binding upon said property.

**Development Standards for the Oakley Knolls
Planned Development District (PD-15-01)**

Development Standards for the Oakley Knolls Planned Development District	PD Zoning Standards for Single-Family Residential (SF)
Maximum height	35'
Maximum Density – DU per acre	6 DU/Acre
Maximum Number of Units	28
Maximum Lot Coverage	60% gross first floor living plus garage area and any accessory structures divided by the lot area.
Minimum Lot Width	Lots shall conform to the Vesting Tentative Subdivision Map submitted to the Community Development Department on November 14, 2017.
Minimum Front Yard Setbacks	<u>From back of sidewalk:</u> Porch: 10' Living Area: 15' Garage: 20'
Minimum Side Yard Setbacks	<u>Minimum:</u> 4' to house living area; one 5' x 10' side setback area shall be provided for the storage of trash/recycling carts outside of the front setback to house living area. Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Municipal Code Section 9-5.801.
Minimum Rear Yard Setbacks	<u>Living Space:</u> 15' to house living area.
Accessory Structure Setbacks	<u>All Lot Types: Interior lot:</u> side yard and rear yard setback is zero feet. <u>All Lot Types: Corner lot:</u> street side yard is 10 feet and rear /interior side yard is zero feet.
Covered Patio / California Room	<u>Covered Patio Definition:</u> A patio covered by a trellis, arbor or solid roof attached or detached to the main structure and open on three sides. <u>Setbacks:</u> 3' minimum to rear and side yard.
Parking and Driveways	20-foot minimum setback to garage door. Garage shall provide at least two off-street parking spaces. Parking shall be provided per approved plans.

Driveway Width	Driveway width not to exceed 45% of lot frontage. No expansion of driveway is permitted.
Landscape Requirements	Project landscaping shall be consistent with the Oakley Knolls Conceptual Landscape Plan as amended by the Planning Commission with final design approval.
RV Parking	On-street RV parking is prohibited. RV parking may be permitted on those site designated on the Parking Plan.

SECTION 6: The allowed uses, as defined below, for the subject property (APN 051-430-001 to 018), known as the Oakley Knolls Project, are herein incorporated into this ordinance, and are binding upon said property.

Single Family Residential Uses. Allowed uses within the Oakley Knolls project shall be those uses as allowed in the R-6 Single-Family Residential District as established in Section 9.5.3803 of the City of Antioch Municipal Code.

SECTION 7: The City Council finds that the public necessity requires the proposed zone change that the subject property is suitable to the use permitted in the proposed zone change that said permitted use is not detrimental to the surrounding property, and that the proposed zone change is in conformance with the Antioch General Plan.

SECTION 8: This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 10th day of April, 2018, and passed and adopted at a regular meeting thereof, held on the 12th day of June, by the following vote:

AYES:

NOES:

ABSENT:

Sean Wright, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, CMC

EXHIBIT A

REFER TO VESTING TENTATIVE MAP



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alan Wolken, MRG *AW*

APPROVED BY: Ron Bernal, City Manager *Ron Bernal*

SUBJECT: Amended and Restated Cell Site License with the United States Department of Justice, Federal Bureau of Investigation

RECOMMENDED ACTION

It is recommended that the Council adopt a resolution authorizing the City Manager to execute the Amended and Restated Cell Site License with the United States Department of Justice, Federal Bureau of Investigation.

STRATEGIC PURPOSE

Allow for the continued operation of a cell tower located in the City of Antioch. The Agreement will allow for the continuation of operations of this facility for up to twenty years. This supports **Long Term Goal G: Economic Development** as well as **Strategy G-1: Grow Antioch's Economy through Economic Development Activity** outlined in the City's Strategic Plan.

FISCAL IMPACT

This action will allow the City to collect a \$5,000 Submission fee as well as an Access Road contribution in the amount of \$2,000.

DISCUSSION

In October 1995 the City of Antioch entered into a five year license, with three five year options, with the United States Department of Justice, Federal Bureau of Investigation (FBI) for the construction and operation of a cell tower in the City of Antioch. Staff initiated negotiations with the FBI in September of 2016 regarding the Amended and Restated Communications Site Ground License. The annual lease rate is \$1 as the use of the facility is for government purposes only. As with the original lease, this Amended and Restated Lease will be for an initial five year term with three five year renewal options for a total of twenty years. Upon execution of the lease, \$2,000 for access road improvements (during any 12 month period) as well as a one-time submission fee of \$5,000 to cover staff costs associated with negotiations for the lease will be provided to the City. All cell site improvements are installed at the site and authorizing the City Manager to execute the Amended and Restated License will allow the FBI to continue with their operations at this location.

ATTACHMENTS

- A. Resolution
- B. Amended and Restated Cell Site License

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AMENDED AND RESTATED CELL SITE LICENSE WITH THE
UNITED STATES DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF
INVESTIGATION**

WHEREAS, the City and the United States Department of Justice, Federal Bureau of Investigation, entered into a Cell Site License ("Ground License") on October 1, 1995, for property located in the City of Antioch; and

WHEREAS, the City and the United States Department of Justice, Federal Bureau of Investigation have negotiated an Amended and Restated Cell Site License Agreement for a term of five years and three potential extended terms of five years each.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch hereby authorizes the City Manager to execute the Amended and Restated Cell Site License Agreement.

* * * * *

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 12th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

Site No.: SF-012B

Site Address: [REDACTED] Antioch, California 94531

RECORDED AT REQUEST OF
AND FOR THE BENEFIT OF:
CITY OF ANTIOCH

WHEN RECORDED MAIL TO:
City Clerk
P.O. Box 5007
Antioch, CA 94531-5007

THIS SPACE FOR RECORDERS USE ONLY

APN 071-151-007

(No fee for recording pursuant to Government Code §27383)

CITY OF ANTIOCH
COMMUNICATIONS SITE GROUND AGREEMENT

Site No.: SF-012B

Site Address: [REDACTED], Antioch, California 94531

**CITY OF ANTIOCH
AMENDED AND RESTATED COMMUNICATIONS SITE
GROUND LICENSE AGREEMENT**

THIS AMENDED AND RESTATED COMMUNICATIONS SITE GROUND LICENSE AGREEMENT ("AGREEMENT") is entered into on October 1, 2016 ("EFFECTIVE DATE") by and between CITY OF ANTIOCH, a California municipal corporation, with its principal place of business at City Hall, 3rd and H streets, Antioch, California 94509 ("LESSOR") and the U.S. Department of Justice, Federal Bureau of Investigation, an agency of the United States Government, with its principal place of business at Engineering Research Facility, Quantico, Virginia 22135 ("LESSEE"). This AGREEMENT may refer to LESSOR and LESSEE individually as a "PARTY" or collectively as the "PARTIES".

RECITALS

This AGREEMENT is entered into based upon the following facts, circumstances and understandings:

A. LESSOR and LESSEE entered into a License Agreement dated October 1, 1995 (the "Original License") whereby LESSEE licensed certain real property owned by LESSOR, depicted and described in Exhibit A and commonly known as [REDACTED], Antioch, California 94531 ("PROPERTY"), together with access and utility easements, located in the City of Antioch, County of Contra Costa, State of California.

B. LESSEE is currently the LESSEE under the Original License.

C. LESSEE desires to license a portion of the PROPERTY, which is depicted and described in the attached Exhibit B and described in Section 2 below, to operate and maintain its existing communications system equipment and improvements ("PREMISES").

D. The LESSOR, as a landowner and not a government, and LESSEE agree that the Original License shall be amended by deleting it in its entirety and restating the Original License as provided for herein.

NOW THEREFORE, in consideration of the facts recited above and the covenants, conditions and terms set forth below, the PARTIES hereby agree as follows:

1. **Rider.** The Standard FBI Antenna Site Agreement Rider ("Rider") is attached hereto as Exhibit D and incorporated into this AGREEMENT by this reference. LICENSOR acknowledges and agrees that the terms and conditions of the Rider shall govern over the terms and conditions of this AGREEMENT.

2. **Grant of License.** LESSOR licenses to LESSEE a 2 foot by 2 foot by 6 foot (2' x 2' x 6') area ("PREMISES"), more particularly described and depicted in Exhibit B attached hereto and incorporated into this AGREEMENT, from that certain parcel of PROPERTY,

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located at [REDACTED], Antioch, California 94531, as legally described in Exhibit A attached and incorporated into this AGREEMENT ("PROPERTY"). LESSOR also permits LESSEE to survey the PREMISES and the PROPERTY, which may replace Exhibit B only when LESSOR signifies its approval with its initials on each and every page of the survey.

3. Permitted Uses.

a. COMMUNICATION FACILITY. LESSEE may use the PREMISES to (1) transmit and receive radio communication signals within the radiofrequencies licensed to LESSEE by the Federal Communications Commission ("FCC"); and (2) construct, maintain, remove, and operate radio communication equipment, cables, and accessories ("COMMUNICATION FACILITY"), as more particularly described and depicted in Exhibit B. LESSEE may not use the PREMISES for any other purpose unless reasonably necessary and appurtenant to COMMUNICATION FACILITY.

b. Alterations and Upgrades. LESSEE shall not materially alter or upgrade its COMMUNICATION FACILITY in a manner other than shown on Exhibit B without the prior written consent from LESSOR, which LESSOR shall not unreasonably withhold. An amendment to this AGREEMENT and a new use permit may be required if the material upgrade or alteration involves any change to COMMUNICATION FACILITY affecting the visual appearance of the site or operating characteristics of COMMUNICATION FACILITY (e.g., quiet, odorless). After LESSEE obtains written consent from LESSOR for any material alterations or upgrades, the PARTIES shall substitute a new Exhibit B to accurately reflect the altered or upgraded COMMUNICATION FACILITY. The new Exhibit B shall become effective when initialed by LESSOR on each page thereof. Notwithstanding this Section 3.b., LESSEE may remove its personal PROPERTY from the PREMISES at any time without prior written consent from LESSOR.

4. Governmental Approvals. The PARTIES acknowledge and agree that LESSEE shall not use the PREMISES unless LESSEE first obtains all necessary certificates, permits, and other approvals that Federal, State, or Local authorities may require (collectively "GOVERNMENTAL APPROVALS"). LESSOR agrees to reasonably cooperate with LESSEE, at the sole cost and expense of LESSEE. LESSEE acknowledges that LESSOR enters and performs this AGREEMENT solely in its proprietary capacity, and that LESSOR cannot and shall not in any manner guarantee any GOVERNMENTAL APPROVALS. Promptly after LESSEE obtains each GOVERNMENTAL APPROVAL (or a renewal thereof), LESSEE agrees to provide LESSOR with a true and correct copy which the PARTIES shall add to this AGREEMENT as Exhibit C, attached to and incorporated into this AGREEMENT.

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5. Access.

a. Grant of Access. LESSOR grants LESSEE a nonexclusive license for physical ingress and egress over the PROPERTY to the PREMISES only along the route ("ACCESS ROUTE"), as more particularly described and depicted in Exhibit B. No vehicle parking is allowed in the Access Route.

b. Access Protocols. At all times throughout the Term of this AGREEMENT, LESSEE and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to the PREMISES along the Access Route. LESSEE shall not disturb other users of the PROPERTY. In exercising its right of access to the PREMISES, LESSEE agrees to cooperate with all reasonable security procedures utilized by LESSOR at PROPERTY and further agrees not to unduly disturb or interfere with the business or other activities of LESSOR or of other tenants or occupants of PROPERTY. LESSEE shall coordinate any routine or non-emergency maintenance and repair work with the Public Works Department of LESSOR. If LESSEE desires to enter the PREMISES after 9:00 p.m. and before 6:00 a.m., LESSEE shall also notify Dispatch of the Antioch Police Department in advance.

c. Access to [REDACTED] Any Contractor working for the LESSEE or sublessee shall be required to provide 24-hours advance notice by calling the Water Treatment Plant at (925) 779-7027 or (925) 779-7029 and shall provide the following information on a sign-in sheet prior to working at any City Water Tank sites:

- Name and phone # of contractor performing work on the site;
- Name, phone # and site # of cell provider (if different from LESSEE) that contractor is working for;
- Site # of LESSEE and a copy of LESSEE's agreement (if requested);
- Copy of Building Permit; and
- Time period for which access is requested.

Any contractor working for the LESSEE or sublessee shall be required to return site access keys upon leaving the site. Each time LESSEE fails to comply with this requirement, the City at its sole option may re-key the site and distribute new keys at LESSEE's sole cost plus an administrative fee of \$250.00.

Neither the LESSEE, sublessee nor the contractor shall use any surrounding area not exclusively licensed by the LESSEE as a staging, construction, or storage area, nor shall the LESSEE, sublessee or contractor park or leave vehicles or construction equipment on any access road or any surrounding area not exclusively licensed by the LESSEE or sublessee.

Any contractor working for the LESSEE or sublessee shall obtain written approval prior to performing any construction work on City property that is not explicitly shown on the approved

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plans. Any deviations from the approved plans shall be approved by City staff prior to construction.

d. Security for Repair of Damage. LESSEE shall be responsible for all damage caused by LESSEE'S use of such roadways or driveways, including without limitation the traffic signal power service pedestal, median landscaping and irrigation system and roadway. If LESSEE causes damage to any of LESSOR'S PROPERTY or improvements, LESSEE shall immediately provide LESSOR with written notice of such damage. At LESSOR's option, LESSEE shall promptly repair the same to the standard approved by the City at its sole expense or LESSOR may cause such repairs at LESSEE's sole expense.

e. Noninterference in LESSOR's Access. LESSEE warrants that it will not interfere or impede in any way with LESSOR'S or other governmental agencies' access to equipment installed at PROPERTY. LESSOR shall not unreasonably interfere with or impede LESSEE'S use of the COMMUNICATIONS FACILITY. LESSEE'S COMMUNICATION FACILITY may be under separate lock and key, but this lock and key should not prevent LESSOR'S or other governmental agencies' access to the PROPERTY, nor should it lock out these agencies' access to their own telecommunications equipment.

f. Relocation of ACCESS ROUTE. LESSOR may adjust the ACCESS ROUTE to a reasonably comparable route when reasonably necessary for LESSOR's use of the PROPERTY. Upon LESSOR's written notice to LESSEE for such changes, the PARTIES shall substitute a new Exhibit B to accurately reflect the adjusted ACCESS ROUTE. The new Exhibit B shall become effective with LESSOR's initials on each and every page.

g. LESSOR's Right of Entry. LESSEE shall allow LESSOR or its designated agents to enter in and onto the PREMISES during reasonable times after notice at least seventy-two (72) hours in advance to LESSEE, except in emergency situations when no such notice can be provided. LESSOR shall be permitted to (1) make necessary repairs to the PREMISES so long as such repairs do not unreasonably interfere with LESSEE'S operations; (2) post notices of nonresponsibility for alterations, additions, or repairs; and (3) in an emergency, take any reasonably necessary action to protect persons or property. LESSEE shall be permitted to have an employee, contractor, or representative present during LESSOR's access to the PREMISES except in emergency situations.

6. Construction.

a. Plans and Specifications. Prior to the commencement of any material upgrades or alterations of the existing COMMUNICATION FACILITY on the PREMISES, as defined in Section 2 above, LESSEE shall submit a complete set of wet-stamped engineering plans and specifications, as well as a wet-stamped Structural Analysis Report, if required by LESSOR, to LESSOR's structural engineer to approve or reject for cause. If LESSOR's structural engineer finds any deficiencies, those deficiencies shall be corrected by LESSEE if it is possible to do so without disturbing the tenants of the PROPERTY and such corrections shall be at LESSEE's sole expense. If such deficiencies cannot be so corrected, LESSOR shall have the right to terminate

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this AGREEMENT upon giving LESSEE thirty (30) days prior written notice. In all cases, LESSEE shall pay for LESSOR's structural engineer's review.

b. Trenching. No open-cut trenching shall be permitted across any paved access route unless approved by LESSOR in advance. Such approval may be denied by LESSOR for any or no reason. Trenching alongside and directional boring underneath paved access routes may be permitted as needed as approved in writing by the City Engineer/Director of Public Works.

c. Structural Observations. LESSOR's structural engineer shall conduct all structural observations for any and all structural work required as set forth in LESSEE's structural engineering and structural plans, at LESSEE's cost.

d. Hours of Construction. LESSEE's construction activities shall not unreasonably obstruct access to or otherwise unreasonably interfere with any other of LESSOR's tenants at the PROPERTY. LESSEE shall schedule its construction activities between the hours of 8:00 A.M. PST and 5:00 P.M. Pacific Time Monday through Friday unless approval in writing is obtained from the Director of Public Works/City Engineer. In the event LESSEE needs access outside of these hours to conduct emergency repairs, LESSEE shall contact LESSOR's emergency contact telephone number at (925) 778-2441 to coordinate such after-hours access.

e. Manner of Construction. LESSEE, its employees, contractors and agents, shall maintain the construction area and construct all parts of the COMMUNICATION FACILITY in a workmanlike manner.

7. Term.

a. Initial Term. The AGREEMENT shall commence on the EFFECTIVE DATE. LESSOR licenses to LESSEE for an initial term of five (5) years from the EFFECTIVE DATE ("INITIAL TERM").

b. Renewal Term(s). This AGREEMENT shall automatically renew for up to three (3) additional five (5) year terms (each a "RENEWAL TERM"), unless LESSEE is in DEFAULT of this AGREEMENT at the end of the INITIAL TERM or any RENEWAL TERM or LESSEE delivers to LESSOR written notice of its intent not to renew at least ninety (90) days before the end of any term. The PARTIES collectively refer to the initial term and any RENEWAL TERMS exercised by the LESSEE as the "TERM." The terms and conditions for each RENEWAL TERM shall be the same terms and conditions as in this AGREEMENT, except that the RENT shall be increased as set forth below. In no event shall the term of this AGREEMENT exceed twenty (20) years from the EFFECTIVE DATE unless otherwise agreed upon by LESSOR and LESSEE. After twenty years (20) both PARTIES may enter into an additional written AGREEMENT for leasing the PREMISES, should they desire to do so.

c. Holdover Term. LESSEE's right to possess and use the PREMISES shall immediately terminate at the expiration or the earlier termination of this AGREEMENT. In the

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event that LESSEE continues to possess or use the PREMISES or any part of the PROPERTY after this AGREEMENT expires or terminates, then (1) the Term shall automatically convert to a month-to-month tenancy ("**HOLDOVER TERM**"); (2) the Rent shall automatically increase one hundred fifty percent (150%) over the Rent in effect at that time ("**HOLDOVER RENT**"); and (3) all other terms and conditions in this AGREEMENT shall continue. The **HOLDOVER TERM** and **HOLDOVER RENT** shall continue until and unless LESSEE completely removes and restores the PREMISES and PROPERTY as defined in Section 11 of this AGREEMENT.

8. Rent.

a. Base Rent. LESSEE shall pay ONE DOLLAR (\$1.00) per year to LESSOR for the use of the PREMISES ("**RENT**"). RENT shall automatically commence and become due and payable on the EFFECTIVE DATE. If the EFFECTIVE DATE does not fall on the first day of a calendar month, LESSEE may pay on the first day of the TERM the pro-rated RENT for the remainder of the calendar month in which the TERM commences, and thereafter LESSEE shall pay a full month's RENT on the first day of each calendar month, except that payment shall be pro-rated for the final fractional month of this AGREEMENT, or if this AGREEMENT is terminated before the expiration of any month for which RENT should have been paid.

b. Access Road Contribution. In addition to RENT, LESSEE shall submit to LESSOR a separate sum equal to Two Thousand Dollars (\$2,000.00) upon the EFFECTIVE DATE of this AGREEMENT ("**Access Road Contribution**"). The Access Road Contribution must maintain a balance of Two Thousand Dollars (\$2,000.00) throughout the Term of this Agreement. Any unused Access Road Contribution will be returned to LESSEE upon the natural expiration or earlier termination of this AGREEMENT upon LESSEE's completion of the requirements in Section 11 below.

c. Submission Fee. Separate from RENT, LESSEE shall pay LESSOR a submission fee of FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00) ("**SUBMISSION FEE**") prior to submission of this Agreement for City Council consideration. The SUBMISSION FEE is intended to reimburse the LESSOR for all of its costs and expenses to engage in the negotiations for and submission of this Agreement to the City Council. The PARTIES agree that LESSOR shall fully earn such SUBMISSION FEE upon its submission of this Agreement to the City Council for consideration, and that such SUBMISSION FEE does not constitute RENT or any offset to RENT.

d. Invoices. LESSEE shall ensure that all payments shall include an invoice that states the nature of the payment, site address, LESSEE's site identification number, and, if applicable, increases applied and the reason for and the method LESSEE used to calculate any partial payment or payment in excess of RENT. Invoices and payments should be made to the City of Antioch, A/R Finance Department, P.O. Box 5007, Antioch, CA 94531 or such other addressee and address as may be determined from time to time and upon notice to LESSEE pursuant to Section 29 herein.

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9. Maintenance and Repairs.

a. PREMISES. Throughout the TERM and any HOLDOVER TERM, LESSEE, at its sole cost and expense, shall maintain and repair all areas of the PREMISES in a clean and neat manner. LESSOR shall not have any responsibility to maintain or repair within the areas of the PREMISES. LESSEE shall abate any graffiti, household trash, litter or any other public nuisance within seventy-two (72) hours of LESSOR's notification of same. Throughout the TERM of this AGREEMENT, LESSEE shall promptly repair any damage to any area where it enjoys exclusive control, which includes the PREMISES, to substantially the condition that existed on the EFFECTIVE DATE.

b. PROPERTY. LESSOR shall maintain and repair the PROPERTY as reasonably necessary to permit access to the COMMUNICATION FACILITY as required in this AGREEMENT, subject to reasonable wear and tear and damage from the elements. To the extent reasonably feasible, LESSOR shall provide LESSEE with written notice at least ninety (90) days before LESSOR commences any maintenance or repairs to the PROPERTY that will or reasonably might temporarily impair LESSEE's use of the PREMISES.

c. Lessee's Repair to PROPERTY. LESSEE shall, at its sole cost and expense, promptly repair any damage to the PROPERTY caused as a result of LESSEE's, or its agent's, contractor's, employee's, or representative's (i) construction, operation, maintenance, or other use of the COMMUNICATION FACILITY, or (ii) negligence or willful misconduct.

d. LESSEE's Work. All of LESSEE'S work shall be performed at LESSEE'S sole cost and expense and in a good and workmanlike manner, and subject to the conditions of any use permits or other authorizations granted by the City of Antioch in its permitting capacity.

10. Title to Communication Facility. All equipment and other property brought, placed; or erected on the PROPERTY by LESSEE shall be and remain the personal property of LESSEE. LESSOR hereby waives any and all lien rights it may have, statutory or otherwise, concerning the COMMUNICATION FACILITY or any portion thereof, which shall be deemed personal property for the purpose of this AGREEMENT, whether or not the same is deemed real or personal property under applicable laws, and LESSOR gives LESSEE the right to remove all or any portion of the same from time to time, in LESSEE's sole discretion and without consent from LESSOR.

11. Removal and Restoration; Reconveyance. Within ninety (90) calendar days after this AGREEMENT expires or terminates, LESSEE at sole its expense shall completely remove all its personal property above, at, and below ground level and restore the PREMISES and any affected areas of the PROPERTY to its original condition as it existed before the EFFECTIVE DATE. If LESSEE has recorded a Memorandum of Communications Site Ground Agreement in the Contra Costa County Recorder's Office ("Recorder"), the Property shall not be deemed to be returned to LESSOR until LESSEE has recorded with the Recorder a complete release and reconveyance of all of its interests in the Property. Notwithstanding any other provision of this AGREEMENT, LESSEE's obligation to pay the Rent or Holdover Rent as

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applicable hereunder shall continue until LESSEE has complied with the removal and restoration requirements and reconveyance requirements of this Agreement.

12. **Mechanics' Liens.** Throughout the TERM, LESSEE shall keep the entire PREMISES free and clear from all mechanics' liens, materialmen's liens, and other liens for any work or labor done, services performed, or materials and appliances used or furnished for or in connection with any operation of LESSEE, any repair, alteration, or addition which LESSEE may make or permit or cause to be made, or any work or construction by, for, or permitted by LESSEE on or about the PREMISES. **LESSEE shall cause and ensure that all construction shall occur lien-free and in compliance with all applicable laws, ordinances, regulations, and government permit conditions. If any lien is filed against the PREMISES or PROPERTY related to the COMMUNICATIONS FACILITY, LESSEE shall discharge the lien or bond the lien off in a manner reasonably satisfactory to LESSOR within thirty (30) days after LESSOR tenders notice to LESSEE of lien filing.** LESSEE shall indemnify, defend, and hold LESSOR harmless against all such liens, claims of liens, and suits or other procedures that pertain thereto.

13. **Utilities.** LESSEE shall procure its own electrical, gas, telephone, trash, and other such services (collectively, "UTILITIES") under its own account and at its sole cost and expense. LESSOR shall reasonably cooperate with LESSEE's UTILITIES providers. LESSOR shall not provide any UTILITIES whatsoever to LESSEE, except to the extent that it provides general services to all entities as a local government. Under no circumstances shall LESSEE "submeter" from LESSOR or use any utility service billed by the utility to LESSOR.

14. **Interference with Communications.**

The PARTIES agree that the governmental operations and radio communications of the City of Antioch in its governmental capacity are paramount. Neither Party hereto shall be deemed to interfere with the other's radio communications where such communications are operated within their respective frequencies and in accordance with all applicable laws and regulations.

15. **Taxes.**

a. LESSOR shall timely pay all real PROPERTY taxes, assessments, or fees on the PROPERTY, which includes the land under the PREMISES.

b. LESSEE shall timely pay any taxes, assessments, or fees (which includes, without limitation any possessory interest tax pursuant to, California Revenue and Tax Code § 107,6(a), as hereafter amended or superseded, when applicable) attributable to the presence of the COMMUNICATION FACILITY throughout the TERM including HOLDOVER TERM.

16. **Default.** A material DEFAULT and breach under this AGREEMENT ("DEFAULT") shall be deemed to occur when:

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a. LESSEE does not deliver any sums due under this AGREEMENT within ten (10) calendar days after receipt of written notice from LESSOR, except that there is no requirement that LESSOR give any notice to LESSEE of the RENT due;

b. LESSEE does not observe or perform any term under this AGREEMENT within thirty (30) calendar days after receipt of written notice from LESSOR; provided, however, that no DEFAULT shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, LESSEE promptly commences to cure when it receives written notice from LESSOR, and LESSEE diligently prosecutes its cure to completion;

c. LESSOR does not observe or perform any term under this AGREEMENT within thirty (30) calendar days after receipt of written notice from LESSEE; provided, however, that no DEFAULT shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, LESSOR promptly commences to cure when it receives written notice from LESSEE, and LESSOR diligently prosecutes its cure to completion; or

d. LESSEE attempts in any manner to exclude LESSOR from the PROPERTY outside the PREMISES.

17. Termination.

a. Grounds to Terminate. Subject to the provisions of this AGREEMENT regarding post-termination and post-expiration duties and obligations, including without limitation the payment of Rent or Holdover Rent, this AGREEMENT shall automatically cease and terminate:

i. immediately after the INITIAL TERM or any RENEWAL TERM when LESSEE delivers at least ninety (90) days prior written notice of its intent not to renew pursuant to Section 7;

ii. immediately after either PARTY receives written notice pursuant to Section 16, and all relevant cure periods have expired; or

iii. upon thirty (30) days written notice to LESSOR by LESSEE for any other or no reason.

b. Early Termination Fee. In the event that LESSEE terminates this AGREEMENT pursuant to Section 17(a)(iii), then LESSEE shall include with its termination notice an early termination fee ("ETF") equal to the remaining Rent in the current Term in effect at the time of early termination. The ETF is a fee entirely independent of Rent or Holdover Rent.

18. Damage or Destruction of Premises. LESSEE shall deliver written notice to LESSOR within seventy-two (72) hours of LESSEE's awareness of any damage to the PREMISES or LESSOR PROPERTY if damage or destruction is caused by or attributable to

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LESSEE. If the PREMISES or LESSOR'S PROPERTY are destroyed or damaged so as in LESSEE'S reasonable judgment to materially make its use of the PREMISES unsuitable for the ongoing operation of a wireless communications site, LESSEE may elect to terminate this AGREEMENT as of the date of the damage or destruction provided that LESSEE did not cause or exacerbate such damage to the PREMISES. LESSEE shall notify LESSOR no more than thirty (30) days following the date of such damage or destruction of its election to terminate this AGREEMENT as provided herein. In the alternative, LESSEE may elect to continue this AGREEMENT, including without limitation the obligation to pay RENT, and place and operate a temporary COMMUNICATION FACILITY (e.g., a "cell on wheels" or "cell on light truck") in a location mutually acceptable to LESSEE and LESSOR through the time needed to repair the PREMISES. LESSOR shall bear no cost or expense to repair and restore any damage to the PREMISES.

19. Condemnation.

a. Complete Takings. In the event a government exercises its eminent domain power to take the entire PREMISES, then this AGREEMENT shall terminate on the day said government takes possession.

b. Partial Takings. In the event a government exercises its eminent domain power to take the PREMISES in part, then LESSEE may elect to either i) terminate this AGREEMENT because the partial taking in LESSEE'S reasonable opinion is sufficient to render the PREMISES unsuitable for LESSEE'S ongoing operation of a wireless communications site; or 2) continue this AGREEMENT under the same terms and conditions. In the event that LESSEE elects to terminate this AGREEMENT pursuant to this Section 19.b, no EARLY TERMINATION FEE shall be due. In the event that LESSEE elects to continue this AGREEMENT, the PARTIES shall prorate the RENT in proportion to the square footage taken under eminent domain.

c. Claims in Condemnation Proceedings. LESSOR and LESSEE, each at its sole cost and expense, may file and pursue its own claim in any condemnation proceeding that involves the PREMISES, to the extent that LESSEE has any such rights under applicable law.

d. Sale in Lieu of Condemnation. Sale of all or part of the PREMISES to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

20. Insurance. LESSEE shall maintain during the TERM of this AGREEMENT insurance against claims or injuries to persons or damages to property arising from or in connection with LESSEE'S operation and use of the PREMISES. The cost of such insurance shall be borne by the LESSEE. LESSEE shall maintain insurance as follows:

a. Commercial General Liability Insurance Services Office Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising

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injury with limits no less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the occurrence limit. If LESSEE's operations include work within 50 feet of a railroad right of way, LESSEE shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

i. The City of Antioch, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by endorsement with respect to liability arising out of work or operations performed by or on behalf of LESSEE including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the LESSEE's insurance at least as broad as ISO Form CG 20 10. ISO Form CG 20 11 01 96 is appropriate. The coverage shall contain no special limitations on the scope of protection afforded to the City of Antioch, its officers, officials, agents, employees or volunteers.

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

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

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

d. General Requirements.

i. Any deductibles or self-insured retentions must be declared to and approved by the LESSOR. At the option of the LESSOR, the TENANT shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions in respect to the LESSOR or its officers, officials, employees and volunteers, or the LESSEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense

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expenses as approved by the City Attorney.

- ii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII and licensed to do business within the State of California.
- iii. LESSEE shall furnish to the LESSOR certificates of insurance and endorsements as required by this clause. All certificates and endorsements are to be received and approved by the LESSOR before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the LESSEE's obligation to provide them. The LESSOR reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications at any time.
- iv. If LESSEE maintains higher limits than the minimums above, the LESSOR requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LESSOR.
- v. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice by mail has been given to the LESSOR.
- vi. LESSEE hereby grants to LESSOR a waiver of any right to subrogation which any insurer of the LESSEE may acquire against the LESSOR by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the LESSOR has received a waiver of subrogation endorsement from the insurer.
- vii. LESSOR reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance, upon a minimum of thirty (30) days after LESSEE's receipt of written notice from LESSOR.

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21. Assignments or Transfers.

a. LESSOR may assign or transfer this AGREEMENT to any person or entity without any requirement for prior approval by LESSEE, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the LESSOR in said AGREEMENT.

b. LESSEE may upon 30 days written notice to LESSOR assign or transfer this AGREEMENT to any entity that (i) controls LESSEE, (ii) merges or consolidates with LESSEE, or (iii) acquires all or substantially all of LESSEE's assets. Under all other circumstances, LESSEE may not assign or transfer this AGREEMENT without the prior written consent from LESSOR which consent may be withheld for any or no reason.

22. Subleases. LESSEE may sublease, sublicense, or in any other manner allow a third PARTY to occupy or use antenna space on its COMMUNICATION FACILITY; provided, however, any sublessee must first obtain a separate ground lease or other agreement from LESSOR, which LESSOR may deny for any or no reason.

23. Subordination; Estoppel Certificates. This AGREEMENT shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect PROPERTY and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, LESSEE shall execute and deliver promptly any certificate of subordination that LESSOR may request, provided that such certificate acknowledges that this AGREEMENT remains in full force and effect. If any mortgagee or lender succeeds to LESSOR'S interest in PROPERTY through a foreclosure proceeding or by a deed in lieu of foreclosure, LESSEE shall attorn to and recognize such successor as LESSOR under this AGREEMENT.

24. Indemnification.

a. LESSEE hereby agrees to indemnify, hold harmless and defend LESSOR and LESSOR'S officers, officials, employees, agents, contractors or subcontractors from and against any and all losses, claims, liabilities, damages, costs and expenses, including attorneys' fees and costs, or injuries including personal injuries or death arising from or in connection with LESSEE'S use, operation, maintenance or repair of COMMUNICATION FACILITY at the PREMISES or access over PROPERTY for access to the PREMISES, except those resulting from the sole negligence or willful misconduct of LESSOR.

b. Negligent or criminal acts by members of the public using the PROPERTY shall not be deemed to be the liability or responsibility of LESSOR.

c. The indemnity provision of this section shall survive the expiration or cancellation of this AGREEMENT.

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25. Environmental Issues; Historic Preservation; Hazardous Materials.

a. LESSOR represents that it is not aware that PROPERTY is subject to any environmental conditions, or mitigation monitoring programs resulting from any prior environmental assessments conducted under the National Environmental Policy Act (NEPA) or the California Environmental Quality Act (CEQA) which could forbid LESSEE'S proposed use of the PREMISES.

b. Further, LESSOR represents that PROPERTY has not been listed or been determined to be eligible for listing on the National Register of Historic Places, has not been identified or determined to be an historical landmark or located within an historic district or preservation district under applicable, Federal, State or local laws or regulations, and has not been identified as an archeological site nor as a location of any archeological artifacts or other similar resources by any prior survey or study.

c. LESSEE will not, nor shall LESSEE allow others under its control or authority to place or use any flammable or Hazardous Materials on the PREMISES in any manner that violates any federal, State, or local law, regulation, rule, policies, or order that pertains to flammable or Hazardous Materials, except for those contained in its back-up power batteries (lead acid batteries) and common materials used in telecommunications operations, such as cleaning solvents, all if properly handled. LESSEE shall handle any Hazardous Materials it brings onto the PREMISES in accordance with all applicable federal, state and local laws and regulations.

d. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its officers, officials, agents, employees, and volunteers against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach arising from the use of flammable or Hazardous Materials on the PROPERTY. This paragraph shall survive termination of this AGREEMENT.

e. As used in this Section 25, "Hazardous Materials" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Approvals) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

26. Public Record Disclosure. LESSEE acknowledges that LESSOR is a public entity under the laws of the State of California. Furthermore, the PARTIES acknowledge that this AGREEMENT constitutes a public record that LESSOR must publically disclose under (1) the California Public Records Act, California Government Code sections 6250 *et seq.*; (2) Title 17, California Code of Regulations sections 91000 *et seq.*; (3) Article I, section 3, of the

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California State Constitution; and (4) any other law or regulation that may require public entities to disclose public records.

27. Bankruptcy.

a. In the event a receiver is appointed in any proceeding or action to which LESSEE is a PARTY who claims authority to take possession or control of the PREMISES or the business conducted thereon, or any action taken or offered by LESSEE under any insolvency or bankruptcy action, such action shall constitute a material breach of this AGREEMENT by LESSEE, and this AGREEMENT shall not be treated as an asset of LESSEE. In such an event, this AGREEMENT shall automatically cease and terminate, unless LESSEE provides LESSOR with assurances that it intends to cure the DEFAULT.

b. LESSOR and LESSEE expressly intend, agree, and acknowledge that in the event that Licensee becomes a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* ("Bankruptcy Code"), this AGREEMENT is and shall be treated for all purposes and considered for all intents as an unexpired lease of nonresidential real PROPERTY for purposes of Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (as may be amended or superseded), and subject to the provisions of 11 U.S.C. § 365(d)(3) and 11 U.S.C. § 365(d)(4) (as may be amended or superseded).

c. Any person or entity to which this AGREEMENT is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act to have assumed all of the obligations of LESSEE arising under this AGREEMENT both before and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to LESSOR a written instrument that confirms such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to LESSOR, shall be LESSOR's exclusive PROPERTY, and shall not constitute PROPERTY of the LESSEE or of the estate of LESSEE within the meaning of the Bankruptcy Code. Any monies or other considerations that constitutes LESSOR's PROPERTY under the preceding sentence not paid or delivered to LESSOR shall be held in trust for the benefit of LESSOR and be promptly paid to LESSOR.

28. Relocation Within Property.

a. LESSEE acknowledges that the fundamental use of the PROPERTY is to serve as a water tank site and that this AGREEMENT is granted and renewed based on the fact that the location of the COMMUNICATION FACILITY does not now or in the future interfere with the fundamental use of the PROPERTY. LESSOR shall have the right to require LESSEE to relocate its equipment and PROPERTY to another location on LESSOR's PROPERTY once during the Term of this AGREEMENT when:

i. the new location is, in LESSOR's judgment, available and appropriate for the COMMUNICATION FACILITY ("**RELOCATION PREMISES**");

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ii. LESSOR provides LESSEE written notice with a map that depicts the RELOCATION PREMISES at least six (6) months in advance except in the event of an emergency when just reasonable notification for the circumstances will be provided; and

iii. the RELOCATION PREMISES is, in LESSEE's reasonable judgment, similar to the size of the PREMISES and compatible for the COMMUNICATION FACILITY.

b. All PARTIES shall cooperate to carry out the relocation in an expeditious and efficient manner and LESSEE's use permitted by this AGREEMENT shall not be unreasonably interrupted or diminished during the relocation. If necessary to prevent disruption in the continuous operation of LESSEE's network in the area served by the COMMUNICATION FACILITY at the PREMISES, LESSEE shall designate a temporary site on LESSOR's PROPERTY which LESSEE and LESSOR find suitable to operate a temporary facility during the process of relocation and LESSEE may operate its facility thereon.

c. In no event shall any RENT or HOLDOVER RENT decrease by reason of any relocation. In the event that the RELOCATION PREMISES is at least five percent (5%) larger than the original PREMISES, the LESSOR shall adjust upwards the remaining Rent by the same percentage as that of the increase in the size of the RELOCATION PREMISES as compared with that of the original PREMISES.

d. LESSEE shall be solely responsible for all costs and expenses LESSEE shall incur in connection with the relocation.

29. Notices and Deliveries.

a. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective PARTIES set forth below in this subsection (a):

LESSOR: City of Antioch
 P.O. Box 5007
 Antioch, CA 94531
 Attn: City Manager's Office – LEGAL NOTICE
 Telephone: (925) 779-7011
 Facsimile: (925) 779-7003

With a true and complete copy simultaneously delivered to:
 City of Antioch, California
 Attn: City Attorney – LEGAL NOTICE
 P.O. Box 5007
 Antioch, CA 94531

LESSEE: Federal Bureau of Investigation

Site No.: SF-012B

Site Address: [REDACTED], Antioch, California 94531

Engineering Research Facility
Radio Coordination Unit
Building 27958-A
Quantico, VA 22135
Attn: Site Lease Group

b. LESSOR or LESSEE may from time to time designate any other address for notices or deliveries by written notice to the other PARTY. The required copy to LESSOR's legal counsel is a required administrative step that does not constitute effective delivery of any notice or deliveries required in this Agreement.

c. LESSOR's designed Payee is:

City of Antioch
Attention: Finance Director
P.O. Box 5007
Antioch, CA 94531
Telephone: (925) 779-7055
Facsimile: (925) 779-7054

d. LESSOR may from time to time designate any other address for the LESSOR's Payee by written notice to the other PARTY.

30. Miscellaneous.

a. Severability. If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any PARTY, the remainder of this AGREEMENT or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

b. Binding Effect. Each PARTY represents and warrants that said PARTY has full power and authority, and the person(s) executing this AGREEMENT have full power and authority, to execute and deliver this AGREEMENT, and that this AGREEMENT constitutes a valid and binding obligation of each PARTY, enforceable in accordance with its terms. This AGREEMENT shall be binding on and inure to the benefit of the successors and permitted assignees of the respective PARTIES.

c. No Third Party Beneficiary. This AGREEMENT is made solely and specifically between and for the benefit of the PARTIES, and their respective successors and assigns and no other party shall have any rights, interest or claims or be entitled to any benefits under or on account of this AGREEMENT as a third party beneficiary or otherwise.

d. Governing Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts

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of laws. Sole venue for any action or claim arising out of or connected with this AGREEMENT shall reside exclusively in the Superior Court of the County of Contra Costa ("COURT"). All PARTIES to this AGREEMENT agree to be subject to the jurisdiction of the COURT, and waive all claims whatsoever that would defeat the jurisdiction of the COURT to hear and adjudicate any claim arising out of or connected with this AGREEMENT.

e. Survival. Terms and conditions of this AGREEMENT which by their sense and context survive the termination, cancellation or expiration of this AGREEMENT will so survive.

f. Recording of License. LESSOR acknowledges that this AGREEMENT will be recorded in the Official Records of the County where the PROPERTY is located. All of the provisions in this AGREEMENT shall be binding upon and benefit the PARTIES and their successors and assigns.

g. Entire Agreement; Amendments. This AGREEMENT constitutes the entire agreement and understanding between the PARTIES regarding LESSEE'S license of the PREMISES and supersedes all offers, negotiations and other AGREEMENTs concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this AGREEMENT must be in writing and executed by authorized representatives of both PARTIES.

h. No Presumptions Regarding Preparation of AGREEMENT. The PARTIES acknowledge and agree that each of the PARTIES have been represented by counsel and that each of the PARTIES has participated in the negotiation and drafting of this AGREEMENT. Accordingly, it is the intention and AGREEMENT of the PARTIES that the language, terms and conditions of this AGREEMENT are not to be construed in any way against or in favor of any PARTY hereto by reason of the roles and responsibilities of the PARTIES or their counsel in connection with the preparation of this AGREEMENT.

i. Compliance with Laws. The PARTIES shall at all times comply with all federal, State, and local laws and statutes, rules and regulations, and judicial or administrative tribunal orders that in any manner affect the performance of this AGREEMENT. The PARTIES intend this Section to include, without limitation, any law that requires a license or nondiscriminatory employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin, or other prohibited basis.

j. Attorneys' Fees. The prevailing PARTY in any final or non-appealable decision on the merits arising hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, in the sole discretion of the COURT. With respect to any provision in this AGREEMENT providing for payment of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include, but not be limited to, fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified PARTY. For purposes of this

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AGREEMENT, the services of attorneys and their staff shall be valued at only the average rates for independent sole practitioner legal counsel prevailing in the City of Antioch, California.

k. Waiver of Incidental and Consequential Damages. Neither PARTY will assert any claim whatsoever against the other PARTY for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction or use of the COMMUNICATION FACILITY or the use of LESSOR'S PROPERTY.

l. Government Claims. Any claim for money damages by LESSEE against LESSOR hereunder shall be subject to Section 3-13.01 of the City of Antioch, California, Code, and the California Government Code §§ 900 *et seq* ("Government Claims Act"). The claims presentation provisions of the Government Claims Act are hereby modified such that the presentation of all claims hereunder to the LESSOR shall be irrevocably waived if not made within six (6) months after LESSEE's discovery of the accrual of the cause of action.

m. Waivers.

i. No provision of this AGREEMENT shall be deemed to have been waived by a PARTY unless the waiver is in writing and signed by the PARTY against whom enforcement of the waiver is attempted. No custom or practice which may develop between the PARTIES in the implementation or administration of the terms of this AGREEMENT shall be construed to waive or lessen any right to insist upon strict performance of the terms of this AGREEMENT.

ii. Any waiver by either PARTY of any provision of this AGREEMENT shall not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver

n. Submission of AGREEMENT. The submission of this Agreement to the City Council of the City of Antioch for consideration does not constitute an offer to license the PREMISES and this Agreement becomes effective only upon the full execution of this Agreement by the PARTIES.

o. No Personal Liability. Neither PARTY shall hold any employees, officers, officials, volunteers, or contractors of the other PARTY personally liable for any DEFAULT or liability under this AGREEMENT.

p. Landlord Statutory Remedy. The LESSOR has the remedy described California Civil Code Section 1951.4 (LESSOR may continue Lease in effect after LESSEE's breach and abandonment and recover Rent as it becomes due; if LESSEE has the right to sublet or assign, subject only to reasonable limitations).

q. Sums Paid During Breach. Any sum paid from LESSEE to LESSOR after a DEFAULT or breach of this AGREEMENT shall not constitute a waiver unless expressly acknowledged in a written waiver signed by LESSOR.

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r. IRS Form W-9. LESSOR shall tender to LESSEE an IRS Form W-9 upon commencement of this AGREEMENT, and upon any change to LESSOR's federal taxpayer ID, and upon any transfer of LESSOR's rights in the PROPERTY.

s. Quiet Enjoyment. LESSOR covenants that LESSEE, on timely paying the correct Rent or Holdover Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the PREMISES.

SIGNATURES ON NEXT PAGE

Site No.: SF-012B

Site Address: [REDACTED], Antioch, California 94531

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates set forth below and acknowledge that this AGREEMENT is effective as of the date first above written.

LESSOR:

City of Antioch, a Municipal Corporation

By: _____
Title: _____

Signature: _____
Date: _____

Approved as to Form:

By: Derek Cole
Title: City Attorney, City of Antioch

Signature: _____
Date: _____

Attest:

By: _____
City Clerk

Signature: _____
Date: _____

LESSEE:

U.S. Department of Justice
Federal Bureau of Investigation

By: Nancy J. Beck
(Print name of Signatory)
Title: Contracting Officer

Signature: Nancy J. Beck
Date: 03/27/18

[Signatures to be notarized]



City/County of Stafford
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 27th day of March, 2018
by Nancy J. Beck
Jennifer Suzette Turner Notary Public
My Commission Expires 04/30/2021

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Site Address: [REDACTED], Antioch, California 94531

EXHIBIT A

DESCRIPTION OF PROPERTY

LESSOR'S PROPERTY of which PREMISES are a part is described as follows:

[REDACTED], Antioch California 94531
Assessor's Parcel Number: [REDACTED]

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Site Address: [REDACTED], Antioch, California 94531

EXHIBIT B

DESCRIPTION OF PREMISES

The PREMISES consist of those specific areas described/shown below or where LESSEE'S COMMUNICATION FACILITY occupy PROPERTY.

[Four (4) Pages to Follow]

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Site Address: [REDACTED] Antloch, California 94531

EXHIBIT C

TRUE & CORRECT COPIES OF LESSEE'S GOVERNMENT APPROVALS

[To be inserted upon full execution.]

Site No.: SF-012B

Site Address: [REDACTED] Antioch, California 94531

EXHIBIT D

STANDARD FBI ANTENNA SITE AGREEMENT RIDER

[Two (2) Pages to Follow]

**STANDARD FBI ANTENNA SITE
AGREEMENT RIDER**

This rider is hereby incorporated as part of that certain Amended and Restated Communications Site Ground License Agreement (Agreement) entered between CITY OF ANTIOCH, (Site Owner/Manager) and the Federal Bureau of Investigation (FBI) (Site User) for use of said Premises, ANTIOCH WATER TOWER (Site Name), located at [REDACTED] Antioch, CA 94531 (Site Address).

**NOTE: THE TERMS AND CONDITIONS OF THIS RIDER
SHALL GOVERN OVER THE TERMS AND CONDITIONS
OF SAID AGREEMENT.**

1. This Agreement shall be deemed a license, not a lease.
2. The initial term of this Agreement shall run from October 1, 2016 to September 30, 2017 (base year). Site User may extend the term of the Agreement for nine additional one-year option periods. Each option year shall run from October 1 until September 30 so as to conform to the Government's fiscal year. In addition, Site User shall give the Site Owner/Manager a written notice of intent to renew at least 60 days before the Agreement expires on September 30.
3. The FBI, Department of Justice, is an agency of the United States Government and is self-insured.
4. Site Owner/Manager shall have the right to change the location of the Improvements (including relocation of Improvements on the tower to an elevation used by other Site Users) upon sixty (60) days written notice to Site User, provided that said change does not, when complete, materially alter the signal pattern of the Improvements existing prior to the change. Any such relocation shall be performed at Site Owner/Manager's expense and with reasonably minimal disruption to Site User's operations and shall be evidenced by an amendment to this Agreement.
5. Site Owner/Manager, at Site Owner/Manager's sole cost and expense, shall maintain the Premises (excluding Site User's Improvements) and the access to the Premises in good order and repair, reasonable wear and tear excepted. Site Owner/Manager shall, at Site Owner/Manager's sole expense, provide for interior maintenance and repairs of the property, as applicable, in accordance with generally accepted good practices. Damage to the property or Premises resulting from the acts, negligence or omissions of Site User, its contractors, or its employees shall be repaired by Site User at the Site User's sole cost and expense. The costs of any maintenance and operations of the Site User's Improvements, unless otherwise provided herein, shall be at the sole expense of Site User.
6. Site User assumes liability for claims and/or liability of personal and property damages arising out of the acts, omissions, or negligence of the Site User, its contractors, or its employees acting within the scope of their employment (1) in the operation and maintenance of the herein Premises or (2) the failure of the Site User or its contractors or employees acting in the scope of their employment to observe and abide by any of the terms of conditions of this Agreement. This assumption of liability is coextensive with and in accordance to the liability of the Government under the Federal Tort Claims Act (Title 28, USC, Section 2671-2680). Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claims Act and applicable state and Federal law.
7. All transactions arising hereunder shall be governed and interpreted by the laws of the state in which the communications site resides, provided that such state law does not conflict with federal law.
8. All Federal government frequencies are authorized by the Department of Commerce (DOC) and are exempt from disclosure under the Freedom of Information Act. Frequencies cannot be posted at communications sites. Copies of DOC frequency authorizations can be provided to communications site owners or managers upon request.
9. In compliance with the Debt Collection Improvement Act of 1996, all Federal payments will be made by electronic funds transfer (EFT). Complete and return attached EFT information form.
10. Any interest liability for late payments shall be computed and assessed in accordance with the terms and provisions embodied in the Prompt Payment Act, Federal Acquisition Regulation 52.232-25.
11. Extension of this Agreement beyond the base year and subsequent option years is contingent upon Congressional approval of the funding needed to cover this agreement.
12. Disputes under this Agreement shall be resolved in accordance with the FAR 52.233-1, 41 USC 601-613 Disputes and Appeals.
13. Except as otherwise provided in this Agreement, neither party shall be liable to the other for any claim that either may have against the other with respect to the recovery of any incidental, consequential, indirect, special, punitive, or exemplary

damages.

- 14. Site Owner/Manager or Site User may cancel this agreement at any time without penalty by providing the other party (3) months notice to the other party of its termination.
- 15. Each of the parties executing this Agreement on behalf of the Site Owner/Manager and Site User represents and warrants that such party (i) is a duly authorized representative, (ii) has full right and authority to enter into this Agreement, and (iii) that any person signing on behalf of such party is authorized to do so. Upon either party's request, the other party shall provide evidence reasonably satisfactory to the requesting party confirming the foregoing warranties. This Agreement and attachments contain the entire agreement between the parties regarding the tower and the property for the Site User's operations. This Agreement shall extend to and bind the heirs, executors, administrators, successors, and assignees of the parties hereto.

SITE OWNER/MANAGER CITY OF ANTIOCH

BY: _____ DATE: _____

SITE USER: FEDERAL BUREAU OF INVESTIGATION

BY: Nancy J. Beck DATE: 3/27/18

Site Owner/Manager POC
 Name: Alan Wolken
 Address: City of Antioch
 _____ Antioch CA 94531
 Phone: (310) 312-9900
 Email: mrganw@ci.antioch.ca.us

Site User Contract Administration POC
 Name: Jeremy M. Parks
 Address: ERF Building 27958-A
 Quantico, VA 22135
 Phone: (703) 985-6322
 Email: Jeremy.Parks@ic.fbi.gov

Site User Local Point of Contact
 Telecommunications Manager: Richard Ethridge
 Address: 450 Golden Gate Avenue, 13th Floor
 San Francisco, CA 94102-9523
 Phone: (415) 826-8566
 Email: Richard.Ethridge@ic.fbi.gov

Please complete following.

- Small Business Yes No
- Small Disadvantage Yes No
- Large Business Yes No
- Woman Owned Yes No

The federal government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/> This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the DUNS which has the current banking account information which the Licensor desires the FBI to direct payments to. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct. If the Licensor does not register in sam.gov, it is necessary for the Licensor to provide the Routing and Account number below

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Tax Identification Number (mandatory) _____

Licensor DUNS Number (mandatory) 08 184 2502

FINANCIAL INSTITUTION INFORMATION

9-Digit Routing Number _____

Depositor Account Number _____



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director *DM*

SUBJECT: Resolution Approving a 36 Month Copier Lease with Ray Morgan Company and a Municipal Lease Purchase Agreement with Leasesource Financial Services, Inc.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a 36 month copier lease with Ray Morgan Company, authorizing a Municipal Lease Purchase Agreement with Leasesource Financial Services, Inc. and authorizing the Finance Director to sign all applicable lease documents. The estimated cost of the copier lease over the 36 month term is projected to be \$75,983.

STRATEGIC PURPOSE

This action is essential to Strategy O-2 in the Strategic Plan: Continue equipment replacement efforts. This falls under Long Term Goal O for Information Systems Services: Provide efficient and reliable Information Systems (IS) support for all City operations and communications.

FISCAL IMPACT

Copier costs are included in the fiscal year 2019 General Fund budget and spread amongst the using departments. The costs for the remaining lease term will be included in the budgets brought forth to City Council next year when the next budget cycle begins.

DISCUSSION

The City currently has a copier lease with Ray Morgan which expires in June 2018. Some of the machines under that lease no longer meet City needs due to increased volumes and new functionalities needed to operate efficiently. The City has been working with representatives from Ray Morgan Company in order to take advantage of the competitive pricing and contract terms of cooperative purchasing, i.e. "piggybacking". This contract will piggyback off the Shasta Union High School District contract for Cannon copier products. Ray Morgan provides the copier units and utilizes Leasesource Financial Services, Inc. as the financing mechanism of the lease.

After careful review of our existing equipment and meetings conducted by Ray Morgan Company representatives with City Staff to further discuss needs, staff recommends

F

Agenda Item #

“piggybacking” on the Ray Morgan contract and entering into a 36 month lease for 5 new machines which adds one additional machine and replaces four existing. Machines not being replaced under the new lease will revert to a maintenance-only contract on an annual basis until such time they need to be replaced.

At the end of the lease term, the City will own the equipment; however, we will have the option to sell the equipment back to Ray Morgan Company if the equipment no longer meets City needs or to purchase a maintenance contract for these machines at the end of the term. Staff feels the pricing and products offered will best meet our business and economic needs. It is important to note that copiers today do more than just copying but scan documents and work as fax machines. The scanning function is also part of the City’s record retention program as staff looks to addressing storage needs created by paper copies.

The contract with Ray Morgan Company will cost approximately \$75,983 over a 36 month term. The base rental price of the contract (principal, tax and interest) is \$52,345.08 over the 36 month term with the additional cost representing the per copy/print cost volume estimated to be charged over the lease term. The cost per copy under the new lease is \$0.0055 black & white and \$0.055 color. The total copy cost will fluctuate depending on actual usage, and the \$23,638 additional cost above the base rental price calculated incorporates the average use under our existing lease.

ATTACHMENTS

A. Resolution

- a. Exhibit A – Municipal Lease Purchase Agreement

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A 36 MONTH COPIER LEASE WITH RAY MORGAN COMPANY,
AUTHORIZING A MUNICIPAL LEASE PURCHASE AGREEMENT WITH
LEASESOURCE FINANCIAL SERVICES, INC. AND AUTHORIZING THE FINANCE
DIRECTOR TO SIGN ALL APPLICABLE LEASE DOCUMENTS**

WHEREAS, the City of Antioch currently has a copier lease with Ray Morgan Company financed through Leasesource Financial Services, Inc. that expires in June 2018; and

WHEREAS, the City of Antioch desires to replace four copier units acquired under the existing lease and add a new unit with five (5) new copier units from Ray Morgan Company financed through Leasesource Financial Services, Inc. to be used for normal City operations and process; and

WHEREAS, the City has determined that a true and very real need exists for the acquisition of the equipment described in the Municipal Lease Purchase Agreement attached as Exhibit A; and

WHEREAS, the City has followed purchasing guidelines outlined in Ordinance No. 2044/-C-S §3-4.12 (C) for cooperative purchasing; and

WHEREAS, funding for the lease has been appropriated for in the General Fund; and

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

1) Approves entering into a 36 month copier lease with Ray Morgan Company; and

2) Authorizes a Municipal Lease Purchase Agreement with Leasesource Financial Services, Inc. to finance the purchase of the copiers from Ray Morgan Company and that the terms of the agreement are in the best interests of the City for the acquisition of said copier units; and

3) Authorizes the Finance Director to sign all applicable lease documents.

* * * * *

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 12th day of June, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Date: July 1, 2018

**MUNICIPAL LEASE PURCHASE AGREEMENT
(ABATEMENT)**

Lessor: Leasource Financial Services, Inc.
1000 River Rock Drive, Suite 218
Folsom, CA 95630

Lessee: City of Antioch

This Municipal Lease Purchase Agreement (Abatement) (the "Agreement") entered into between Leasource Financial Services, Inc. ("Lessor"), and City of Antioch ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of California ("State");

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and
NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I
COVENANTS OF LESSEE**

Section 1.01. **Covenants of Lessee.** Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State of California with full power and authority to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel in the form attached hereto as Exhibit B.

(d) During the Lease Term, the Equipment will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions of Lessee consistent with the permissible scope of Lessee's authority.

(e) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing budget year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

(f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Section 103 thereof, and the regulations of the Treasury Department there under, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of the Rental Payments.

(g) Lessee covenants and agrees that it will use the proceeds of the Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into, and that no part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Treasury Department there under proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Agreement.

ARTICLE II DEFINITIONS

Section 2.01. **Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

"**Code**" means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued there under and its predecessor.

"**Commencement Date**" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date first above written.

"**Equipment**" means the property described in Exhibit D and which is the subject of this Agreement.

"**Lease Term**" is defined in Section 4.01.

"**Purchase Price**" shall be equal to the sum of (a) the Prepayment Option Price, as shown on Exhibit E to be the applicable price after the last prior Rental Payment is and has been made, (b) provided that there is no Event of Default hereunder on any rental payment date by paying to Lessor the Rental Payment then due, together with the Purchase Option Price set forth in Exhibit E (c) any unpaid charges for or interest on late payments, and (d) any other amounts payable to Lessor hereunder as reimbursement or repayments for advances.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to Exhibit E of this Agreement.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01. **Lease of Equipment.** Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. **Lease Term.** This Agreement shall be in effect and shall commence as of the Commencement Date and shall terminate three (3) years and zero (0) months from the Commencement Date.

Section 4.02. **Delivery, Installation and Acceptance of Equipment.** Lessee shall order the Equipment, shall cause the Equipment to be delivered and installed at the location specified on Exhibit D to this Agreement and shall pay all delivery and installation costs, if any, in connection therewith. When the Equipment is delivered, and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate in the form attached hereto as Exhibit F.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. **Quiet Enjoyment.** Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment.

Section 5.02. **Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.

Section 5.03. **Location; Right of Inspection.** Once installed, the Equipment will not be moved from the location specified in Exhibit D to this Agreement without Lessor's consent, which shall not be unreasonable withheld. During the Lease Term, the Lessor and its officers, employees and agents shall have the right at all reasonable times during business hours to enter into and upon the property of the Lessee for the Purpose of inspecting the Equipment.

Section 5.04. **Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY NOR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO THE LESSOR, THE LESSEE LEASES THE EQUIPMENT "AS IS". In no event shall the Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Lessee's use of any items or products or services provided for in this Agreement.

Section 5.05. **Vendors Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Equipment.

**ARTICLE VI
RENTAL PAYMENTS**

Section 6.01. **Rental Payments to Constitute a Current Expense of Lessee.** The Rental Payments and other amounts payable under this Agreement for each budget year of Lessee or portion thereof during the Lease Term shall constitute the rental for such budget year or portion thereof and shall be paid by Lessee for and in consideration of the right to the use and occupancy, and the continued quiet use and enjoyment, of the Equipment by Lessee for and during such budget year or portion thereof. The parties hereto have agreed and determined that such total rental is not in excess of the total fair rental value of the Equipment. In making such determination, consideration has been given to the costs of the Equipment, the uses and purposes served by the Equipment, and the benefits therefrom that will accrue to the parties by reason of this Agreement and to the general public by reason of Lessee's use of the Equipment. Lessee hereby covenants to take such action as may be necessary to include all Rental Payments and other amounts due hereunder in its annual budget and to make the necessary appropriations for all such Rental Payments and other amounts, subject to Section 6.05. The covenants on the part of Lessee herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of Lessee to carry out and perform the covenants and agreements on the part of Lessee contained in this Agreement. The obligation of Lessee to make Rental Payments or other payments due hereunder does not constitute an obligation of Lessee for which the Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation. The obligation of Lessee to make Rental Payments or other payments hereunder does not constitute an indebtedness of Lessee, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6.02. **Payment of Rental Payments.** Lessee shall promptly pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in such amounts and on such dates as described in Exhibit E hereto; provided that, if the Equipment has not been accepted by Lessee, such Rental Payments shall be payable solely from amounts deposited with an escrow agent.

Section 6.03. **Interest and Principal Components.** A portion of each Rental Payment is paid as interest, and the balance of each Rental Payment is paid as principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. **Rental Payments to be Unconditional.** THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS, AND TO PERFORM AND OBSERVE THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, EXCEPT AS PROVIDED IN SECTION 6.05.

Section 6.05. **Rental Abatement.** Except to the extent of (i) amounts held in an escrow, trust or agency account to make Rental Payments of (ii) amounts received in respect of rental interruption insurance or liquidated damages, Rental Payments due hereunder shall be abated during any period in which, by reason of material damage, destruction or condemnation, there is substantial interference with the use and right of possession by Lessee of the Equipment, or a material portion thereof. The amount of abatement shall be such that the resulting Rental Payments represent fair consideration for the use and possession of the portions of the Equipment not damaged, destroyed or condemned. Such abatement shall continue for the period commencing with the date of such damage, destruction or condemnation and ending with the restoration of the affected Equipment to a condition which will permit the affected Equipment to be used substantially as intended. In the event of any such damage, destruction or condemnation, this Agreement shall continue in full force and effect, except as set forth in Section 11.01.

Section 6.06. **Triple Net Lease.** This Agreement is intended to be a triple net lease. Lessee agrees that the Rental Payments and other payments provided for herein shall be an absolute net return to Lessor free and clear of any expense, charges or set-offs whatsoever.

**ARTICLE VII
TITLE TO EQUIPMENT; SECURITY INTEREST**

Section 7.01. **Title to the Equipment.** During the term of this Agreement, title to the Equipment shall vest in Lessee, subject to Lessor's rights under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor and Lessee shall immediately surrender possession of the Equipment to Lessor upon (i) any termination of this Agreement without Lessee exercising its option to purchase pursuant to Section 11.01 or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sales, certificate of title or other instrument of conveyance. Nevertheless, Lessee shall execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 7.02. **Security Interest.** Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom.

Section 7.03. **Liens and Encumbrances to Title.** Lessee shall promptly discharge any mechanic's or material men's liens placed on the Equipment by any agent, contractor or supplier of the Lessee.

Section 7.04. **Personal Property.** THE EQUIPMENT IS AND WILL REMAIN PERSONAL PROPERTY AND WILL NOT BE DEEMED TO BE AFFIXED TO OR A PART OF THE REAL ESTATE ON WHICH IT MAY BE SITUATED, NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY BE OR HEREAFTER BECOME IN ANY MANNER PHYSICALLY AFFIXED OR ATTACHED TO REAL ESTATE OR ANY BUILDING THEREON. IF REQUESTED BY LESSOR, LESSEE WILL, AT LESSEE'S EXPENSE, FURNISH A WAIVER OF ANY INTEREST IN THE EQUIPMENT FROM ANY PARTY HAVING AN INTEREST IN ANY SUCH REAL ESTATE OR BUILDING.

ARTICLE VIII
MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. **Maintenance of Equipment by Lessee.** Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested by Lessor, Lessee will enter into a maintenance contract for the Equipment with a company that specializes in maintaining facilities similar to the Equipment.

Section 8.02. **Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition and construction of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), government charges or utility charges and expenses, Lessee will pay all such taxes and charges as they come due.

Section 8.03. **Provisions Regarding Insurance.** At its own expense Lessee shall cause casualty, public liability and property damage, workers' compensation and rental interruption insurance to be carried and maintained (and evidenced by certificates delivered to Lessor throughout the Lease Term) in the amounts and for the coverage's set forth on Exhibit G, provided that the amount of casualty and property damage insurance shall not be less than the then applicable Purchase Price. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement.

All such insurance shall be with insurers that are authorized to issue such insurance in the State of California, shall name Lessee and Lessor as insured's and shall contain a provision to the effect that such insurance shall not be canceled or modified materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear, and Lessee will, at its own expense, maintain rental interruption insurance to cover Lessor's loss, total or partial, of the use or possession of any part of the Equipment as a result of any hazard in an amount sufficient at all times to pay an amount not less than the Rental Payments payable by Lessee during a 24-month period. Such rental interruption insurance will be payable for a period adequate to cover the period of repair or reconstruction. Such insurance may be maintained in conjunction with or separate from any other similar insurance maintained by Lessee. All insurance proceeds will be payable to Lessor in amounts proportionate to the loss of use of the Equipment and will supplement Lessee's applicable Rental Payments, if any, during the restoration period in sufficient amount to make Lessor whole during the period of abatement. Lessee will not be permitted to self insure its obligation under this paragraph.

Section 8.04. **Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation) to purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall be repaid to Lessor, together with interest thereon at the rate specified hereafter.

Section 8.05. **Modifications.** Without the prior written consent of the Lessor, the Lessee shall not make any material alterations, modifications or attachments to the Equipment.

ARTICLE IX
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Equipment or, at Lessee's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to Lessee.

Section 9.02. **Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, or (b) Lessee shall pay to Lessor the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X
TAX COVENANT

Section 10.01. **Tax Covenant.** It is the intention of the Lessee and the Lessor that the interest portion of the Rental Payments received by the Lessor be and remain exempt from federal income taxation. Lessee covenants that it will take any and all reasonable action necessary to maintain the excludability from federal income taxation of the interest portion of the Rental Payments, and that it will not intentionally perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that shall have the effect of terminating the exemption from federal income taxation of the interest portion of the Rental Payments, including (without limitation) leasing all or any portion of the Equipment or contracting to a third party for the use or operation of all or any portion of the Equipment if entering into such lease or contract would have such effect.

**ARTICLE XI
OPTION TO PURCHASE**

Section 11.01. **Purchase Rights.** Lessee shall be entitled to purchase the Equipment:

- (a) upon payment in full of all Rental Payments in accordance with Exhibit E hereof and all other amounts due hereunder; or
- (b) upon written notice delivered at least 30 days in advance of a proposed date for payment, and upon the payment on such date of the then applicable Purchase Price.

**ARTICLE XII
ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING**

Section 12.01. **Assignment or Sale by Lessor.**

(a) This Agreement, and the obligations of Lessee to make payments hereunder, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or sub assignees by Lessor. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a duplicate original counterpart of the document by which the same is made. During the term of this Agreement, Lessee shall each keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interests in the Equipment and in this Agreement.

(c) Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby two or more interests are created in the Agreement, the Equipment or the Rental Payments; or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

Section 12.02. **No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. **Release and Indemnification Covenants.** To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof except those resulting from Lessor's intentional or negligent acts or omissions, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall survive the termination of this Agreement.

**ARTICLE XIII
EVENTS OF DEFAULT AND REMEDIES**

Section 13.01. **Events of Default.** The following constitute "Events of Default" under this Agreement:

(a) failure by the Lessee to pay any Rental Payment or other payment required to be paid hereunder when due for a period of 15 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 15-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

(b) failure by the Lessee to maintain insurance on the Equipment in accordance with Article VIII Section 8.03 hereof for a period of 15 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 15-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

(c) failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected: or

(d) initiation by the Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

Section 13.02. **Remedies on Default.** Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current budget year of Lessee to be due, including without limitation delinquent Rental Payments from prior budget years.

(b) Without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable each budget year for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder for the then current budget year, and (ii) the net proceeds of any such leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, removing, storing, reconditioning, leasing, or subleasing the Equipment and all brokerage, auctioneer's or attorney's fees).

(c) Terminating this Agreement, Lessor may enter the premises where the Equipment is located or retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor and sell the Equipment, continuing to hold Lessee liable each budget year for the Rental Payments for that budget year and other amounts payable by Lessee hereunder for the then current budget year, less the amortized portion of proceeds for the then current year. Said amortized portion of proceeds are the proceeds from the sale of the equipment less all expenses of Lessor in exercising its remedies under this Agreement (including without limitation all expenses of taking possession, removing, storing, reconditioning, and selling and all brokerage, auctioneer's or attorney's fees) divided by the number of budget years remaining in the Agreement at the time of default. Should the proceeds less expenses of sale equal or exceed the remaining Rental Payments under the Agreement plus any outstanding and unpaid Rental Payments and other amounts payable by Lessee, then the Lessor will not have the election of this remedy.

(d) Lessor may take whatever action at law or in equity necessary or desirable to enforce its rights in the Equipment, including without limitation enforcing any remedy under Article 9 of the California Uniform Commercial Code; provided that such action shall not include acceleration of any Rental Payment to make such Rental Payment due prior to the budget year of Lessee in which it is due as described in Exhibit E.

Section 13.03. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 13.04. **Late Charge; Interest on Late Payment.** Any Rental Payment not paid on the due date thereof shall bear a late charge equal to two percent (2%) of the amount of the past due Rental Payment, but in no event less than \$100.00. Any unpaid Rental Payment or other amount payable by Lessee to the Lessor hereunder, shall bear interest at the lesser of (a) the rate payable on the principal portion of the Purchase Price, plus five full percentage points per annum, or (b) the maximum rate allowed by law.

ARTICLE XIV MISCELLANEOUS

Section 14.01. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

Section 14.02. **Certificate as to Arbitrage.** Lessee hereby represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
- (b) The equipment has been ordered or is expected to be ordered within six months and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year from the date hereof.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (e) To the best of our knowledge, information and belief, the above expectations are reasonable.
- (f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

Section 14.03. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.04. **Severability.** In the event, any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.05. **Amendments.** All amendments hereto must be in writing.

Section 14.06. **Execution in Counterparts.** This Agreement may be executed in several counterparts.

Section 14.07. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 14.08. **Captions.** The captions or heading in the Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 14.09. **Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the copier upgrades from Ray Morgan Company leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**ARTICLE XV
DEFEASANCE**

Section 15.01. **Defeasance.** The Lessee's obligation to pay the Purchase Price will be deemed to be paid and the Lessee's obligations under this Agreement will be discharged and satisfied upon the deposit by the Lessee with the Lessor of (a) moneys sufficient to pay the Purchase Price or (b) obligations that are directly insured or guaranteed by the United States or, with the prior written consent of the Lessor, any other obligations in which any sinking fund for bonds issued by the Lessee may legally be invested, the principal of and interest on which when due will provide sufficient moneys for such payment.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name, attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name, attested by its duly authorized officers. All of the above occurred as of the date first written on the heading hereof.

Lessor: Leasource Financial Services, Inc.

By: _____
Thomas L. Cadle, President

Lessee: City of Antioch

By: _____
Dawn Merchant, Finance Director

EXHIBIT A

RESOLUTION OF GOVERNING BODY EXTRACT OF MINUTES

Lessee: City of Antioch

Date of Agreement: July 1, 2018

At a duly called meeting of the governing body of Lessee (as defined in the Agreement) held on the 12th day of June, 2018 the following resolution was introduced and adopted.

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Municipal Lease Purchase Agreement (Abatement) presented to this meeting; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Municipal Lease Purchase Agreement (Abatement) are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Municipal Lease Purchase Agreement (Abatement), the Escrow Agreement, the Agency Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Municipal Lease Purchase Agreement (Abatement).

By: _____
Dawn Merchant, Finance Director
Municipal Lease Purchase Agreement (Abatement)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Municipal Lease Purchase Agreement (Abatement) is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk

Seal: July 1, 2018
Date

EXHIBIT B

OPINION OF LESSEE'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

Lessee: City of Antioch

Date of Agreement: July 1, 2018

Gentlemen:

As counsel for City of Antioch ("Lessee"), I have examined duly executed originals of the Municipal Lease Purchase Agreement (Abatement), the Escrow Agreement, and the Agency Agreement (the "Agreements"), dated July 1, 2018 between Lessee Leasource Financial Services, Inc. ("Lessor"), and based upon the examination and upon such other examination as I have deemed necessary or appropriate, I am of the following opinions:

(1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of California, and is a state or political subdivision as such terms are used in Section 103 of the Internal Revenue Code of 1986 as amended;

(2) Lessee has the requisite power and authority to lease with an option to purchase the Equipment and to execute, deliver the Agreements and perform its obligations under the Agreements;

(3) The Agreements and the other documents either attached thereto or required therein have been duly authorized, approved and executed by an on behalf of Lessee and the Agreements are valid and binding obligations of Lessee enforceable in accordance with their terms;

(4) The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

(5) There is not proceeding pending or threatened in any court or before any governmental authority or arbitration board of tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreements or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

(6) Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Respectfully submitted,

Counsel

EXHIBIT C

CERTIFICATE OF LESSEE

THE UNDERSIGNED, duly authorized representative of the named Lessee under that certain Municipal Lease Purchase Agreement (Abatement) dated July 1, 2018 with Leasource Financial Services, Inc. as Lessor (the "Agreement") hereby certifies as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement:

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I hold the position noted under my signature, and I have all authority necessary to execute and deliver this Certificate. The following officers of the Lessee are duly elected or appointed, and the signatures opposite their names are true and correct, and where required, have been filed with the appropriate officials of the State:

By: _____
Dawn Merchant, Finance Director

B. ESSENTIAL USE:

1. The Equipment will be used by the following governmental agency department for the specific purpose of:
Required for normal city operation and process.
2. The Equipment is essential for the functioning of the Lessee and is immediately needed by the Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Equipment is expected to be used by the Lessee for a period in excess of the Lease Term.
3. Funds are expected to come from the General Fund of the Lessee.

C. ARBITRAGE CERTIFICATIONS:

1. The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.
2. Lessee has entered, or reasonably expects to enter within six months of the date hereof, a contract or contracts for the acquisition of the Equipment that obligate payment by Lessee of not less than the lesser of \$100,000 or 2-1/2% of aggregate principal portion of Rental Payments.
3. The acquisition of the Equipment will proceed with due diligence to completion, which is expected on or about July 1, 2018.
4. Except for the Escrow Fund established pursuant to the Escrow Agreement, Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
5. The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
6. To the best of our knowledge, information and belief, the above expectations are reasonable.
7. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

This Certificate is based upon facts, circumstances, estimates and expectations of the Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the 1st day of July, 2018.

WITNESS:

By: _____
Name Title

EXHIBIT D

DESCRIPTION OF THE EQUIPMENT

Model	Location
Canon C5540ii - (with Booklet Finisher)	Public Works Dept.
Canon C5540ii	3 rd Floor
Canon C5540ii	City Clerk
Canon C5540ii	Human Resources
Canon C5550ii	Finance Dept.

Lessee: City of Antioch

By: _____
Dawn Merchant, Finance Director

Date: July 1, 2018

EXHIBIT E

AMORTIZATION SCHEDULE
(Schedule #1)

	Date	Payment	Interest	Principal	Purchase Option Price
1	08/01/2018	1,454.03	198.80	1,255.23	48,705.96
2	09/01/2018	1,454.03	193.67	1,260.36	47,371.67
3	10/01/2018	1,454.03	188.51	1,265.52	46,034.10
4	11/01/2018	1,454.03	183.33	1,270.70	44,693.24
5	12/01/2018	1,454.03	178.13	1,275.90	43,349.08
6	01/01/2019	1,454.03	172.91	1,281.12	42,001.62
7	02/01/2019	1,454.03	167.67	1,286.36	40,650.84
8	03/01/2019	1,454.03	162.40	1,291.63	39,296.74
9	04/01/2019	1,454.03	157.12	1,296.91	37,939.31
10	05/01/2019	1,454.03	151.81	1,302.22	36,578.55
11	06/01/2019	1,454.03	146.48	1,307.55	35,214.44
12	07/01/2019	1,454.03	141.13	1,312.90	33,846.98
13	08/01/2019	1,454.03	135.76	1,318.27	32,476.16
14	09/01/2019	1,454.03	130.36	1,323.67	31,101.97
15	10/01/2019	1,454.03	124.94	1,329.09	29,724.40
16	11/01/2019	1,454.03	119.51	1,334.52	28,343.44
17	12/01/2019	1,454.03	114.04	1,339.99	26,959.09
18	01/01/2020	1,454.03	108.56	1,345.47	25,571.33
19	02/01/2020	1,454.03	103.05	1,350.98	24,180.16
20	03/01/2020	1,454.03	97.53	1,356.50	22,785.57
21	04/01/2020	1,454.03	91.97	1,362.06	21,387.55
22	05/01/2020	1,454.03	86.40	1,367.63	19,986.10
23	06/01/2020	1,454.03	80.80	1,373.23	18,581.20
24	07/01/2020	1,454.03	75.18	1,378.85	17,172.85
25	08/01/2020	1,454.03	69.54	1,384.49	15,761.04
26	09/01/2020	1,454.03	63.88	1,390.15	14,345.76
27	10/01/2020	1,454.03	58.19	1,395.84	12,927.00
28	11/01/2020	1,454.03	52.47	1,401.56	11,504.75
29	12/01/2020	1,454.03	46.74	1,407.29	10,079.00
30	01/01/2021	1,454.03	40.98	1,413.05	8,649.75
31	02/01/2021	1,454.03	35.20	1,418.83	7,216.98
32	03/01/2021	1,454.03	29.39	1,424.64	5,780.69
33	04/01/2021	1,454.03	23.56	1,430.47	4,340.87
34	05/01/2021	1,454.03	17.71	1,436.32	2,897.51
35	06/01/2021	1,454.03	11.83	1,442.20	1,450.60
36	07/01/2021	1,454.03	5.93	1,448.10	0.00
Grand Totals		52,345.08	3,765.48	48,579.60	

Lessee: City of Antioch

By: _____
Dawn Merchant, Finance Director

Date: July 1, 2018

EXHIBIT F

ACCEPTANCE CERTIFICATE

To Lessor: Leasource Financial Services, Inc.
 1000 River Rock Drive, Suite 218
 Folsom, CA 95630

In accordance with the terms of the Municipal Lease Purchase Agreement (Abatement) dated July 1, 2018 (the "Lease") between Leasource Financial Services, Inc. ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Lease, has been delivered and installed at the Equipment Location specified in Exhibit D - Description of the Equipment to the Lease and accepted on the date indicated below.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. No Event of Default, as such term is defined in the Lease, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

Lessee: City of Antioch

By: _____
Dawn Merchant, Finance Director

Date: July 1, 2018

EXHIBIT G

INSURANCE COVERAGE REQUIREMENTS

To: Leasource Financial Services, Inc.
1000 River Rock Drive, Suite 218
Folsom, CA 95630

From: City of Antioch

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Article VIII, Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address telephone number and fax number)

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Leasource Financial Services, Inc. as loss payee.

b. Public Liability Insurance evidence by a Certificate of Insurance naming Leasource Financial Services, Inc. and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$100,000.00 property damage liability

c. Workers' Compensation Insurance covering all of Lessee's employees working on, in, near or about the Equipment.

d. Rental Interruption Insurance in an amount equal to at least two years Rental Payments (\$34,896.72) naming WestAmerica Bank as loss payee and/or its assigns as an Additional Insured. WestAmerica Banks address is 4550 Mangels Blvd MAC A-1B, Fairfield, CA 94534-4082.

OR

2. Pursuant to Article VIII, Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided prior to the time that the equipment is delivered to us.

Lessee: City of Antioch

By: _____
Dawn Merchant, Finance Director

Dated: July 1, 2018



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: Lynne B. Filson, Assistant City Engineer II *LBF*

SUBJECT: Extension of the Contract with Anchor Concrete Construction, Inc. for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations Project, (P.W. 507-16)

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution extending the length of the contract with Anchor Concrete Construction, Inc. at the original unit prices for an additional period of one (1) year, through June 30, 2019 for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations Project and increase the existing contract amount by \$300,000 for a total amount of \$558,900.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way.

FISCAL IMPACT

The 2018-2019 Capital Improvement Budget includes funding for this work in the amount of \$350,000 from a combination of Water, Sewer and Gas Tax funds for construction, design, engineering, inspection and other work related to this project. The current construction contract would be increased by \$300,000 for a total contract amount of \$558,900.

DISCUSSION

On July 25, 2017, the City Council awarded a contract to Anchor Concrete Construction, Inc. (ACCI) to perform various repairs of concrete curb, gutter and sidewalk for a period of one (1) year. During the past fiscal year ACCI has replaced/installed 10,638 square feet of sidewalk, 1,640 square feet of driveway approach, 1,191 linear feet of curb and gutter and one storm drain catch basin throughout the city. The project Special Provisions allow for the contract to be extended a maximum of two one-year terms upon mutual agreement between the City and ACCI, provided the contract unit prices remain unchanged. ACCI has agreed to continue performing work at the original contract prices until June 30, 2019. This would be the first one-year extension.

ATTACHMENTS

A: Resolution

B: ACCI Extension Acceptance Letter

ATTACHMENT "A"

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
EXTENDING THE LENGTH OF THE CONTRACT WITH ANCHOR CONCRETE
CONSTRUCTION, INC. AT THE CURRENT UNIT PRICES FOR AN ADDITIONAL
PERIOD OF ONE (1) YEAR, THROUGH JUNE 30, 2019 FOR THE
CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND
STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS
AT MISCELLANEOUS LOCATIONS PROJECT
P.W. 507-16**

WHEREAS, Anchor Concrete Construction, Inc. ("Contractor") was awarded a contract by the City of Antioch ("City") to perform work associated with the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations project ("Project") through June 30, 2018; and

WHEREAS, the Project Special Provisions allow for the contract to be extended a maximum of two one-year terms upon mutual agreement between the City and the Contractor, provided the contract unit prices remain unchanged; and

WHEREAS, the Contractor has agreed to extend the original Project unit prices for a period of one year, through June 30, 2019; and

WHEREAS, the City desires to authorize the City Manager to execute the one-year extension of the contract through June 30, 2019 with the original contract unit prices remaining unchanged.

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the one-year extension of the contract with Anchor Concrete Construction, Inc. for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations project through June 30, 2019 with the original contract unit prices remaining unchanged and increase the contract amount by \$300,000 for a total amount of \$558,900.

* * * * *

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 12th day of June 2018, by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"



City Of Antioch
Attn. Scott Bunting
PO. Box 5007
Antioch, Ca.94531

5/21/2018

Re: Curb & Gutter And Sidewalk Repair, P.W 507-18

Scott Bunting

This Letter is to notify the City Antioch that Anchor Concrete Will Accept And Continue to use the existing Unit prices to extend the contract term through June 30 2019. All Language, Scope And Pricing will remain the same as the prior year Agreement.

Sencerly

Mark Newens 5-21-18

Mark Newens
President, Anchor Concrete



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tracy Tope, Junior Engineer *TT*

REVIEWED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: Lynne B. Filson, Assistant City Engineer II *LB*

SUBJECT: Prewett Park Concrete Improvements, P.W. 567-6

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution increasing the funding of the existing contract with TNB Construction in the amount of \$97,875 for a total contract amount of \$270,875; accepting work and authorizing the Assistant City Engineer II to file a Notice of Completion for the Prewett Park Concrete Improvements project; and approving a fiscal year 2017-18 budget amendment in the Marina Enterprise Fund.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way.

FISCAL IMPACT

The final contract price for this project is \$270,875. Funding for this work was provided by General Fund one time revenues in the amount of \$200,000 and funding of \$70,875 from the Marina Enterprise Fund. The final contract price includes concrete improvements performed at the Antioch Marina.

DISCUSSION

On February 13, 2018 Council awarded this project to TNB Construction of Antioch in the amount of \$173,000. The project removed and replaced the concrete decking for Prewett Water Park, including the embedded handrails, anchors and drinking fountain. The project also included replacing the deteriorated concrete steps that lead to the park's main pool. Additionally, TNB Construction rehabilitated concrete flatwork, removed and replaced ponding curb and gutter and installed ADA compliant ramps and pathways at the Antioch Marina in preparation for the Smith's Landing restaurant opening.

All work on this project was completed on May 18, 2018.

ATTACHMENTS

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

ATTACHMENT "A"

RESOLUTION NO. 2018/
RESOLUTION ACCEPTING WORK; DIRECTING
THE ASSISTANT CITY ENGINEER II
TO FILE A NOTICE OF COMPLETION FOR THE
PREWETT PARK CONCRETE IMPROVEMENTS AND APPROVING A FISCAL YEAR
2017-18 BUDGET AMENDMENT IN THE MARINA ENTERPRISE FUND
(P.W. 567-6)**

WHEREAS, the Assistant City Engineer II, has certified the completion of all work provided to be done under and pursuant to the contract between the City of Antioch and TNB Construction and;

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

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

1. The above-described work is hereby accepted.
2. The Assistant City Engineer II is directed to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof.
3. The Director of Finance is hereby directed to increase funding of the existing contract with TNB Construction for this project in the amount of \$97,875 utilizing General Fund one time revenues and the Marina Enterprise Fund.
4. The Director of Finance is hereby directed to amend the fiscal year 2017-18 Marina Enterprise Fund budget in the amount of \$70,875 for concrete improvements.

* * * * *

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 12th day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

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

ATTACHMENT "B"

**RECORDED AT THE REQUEST
OF:**
CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
CAPITAL IMPROVEMENTS DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531
(925) 779-7050

THIS SPACE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION
FOR
PREWETT PARK CONCRETE IMPROVEMENTS
IN THE CITY OF ANTIOCH
(P.W. 567-6)**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on May 18, 2018, the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and TNB Construction was completed.
5. The surety for said project was Merchants Bonding Company (Mutual).
6. The subject project consisted of removal and replacement of concrete decking, including the embedded handrails, anchors and drinking fountain. The project also included replacing the crumbling concrete steps that lead to the park's main pool located at Prewett Water Park, 4701 Lone Tree Way in the City of Antioch, County of Contra Costa, State of California.

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

Date

LYNNE B. FILSON, P.E.
Assistant City Engineer II



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tammany Brooks, Chief of Police *AWM*

APPROVED BY: Ron Bernal, City Manager *REP*

SUBJECT: Authorize a Resolution Supporting the Reducing Crime and Keeping California Safe Act of 2018

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution in support of the Reducing Crime and Keeping California Safe Act of 2018.

STRATEGIC PURPOSE

Staff's efforts regarding this issue are prioritized in the City's Strategic Plan as follows:

Long Term Goal A: Reduce crime and improve public safety throughout the City.

FISCAL IMPACT

There is no fiscal impact associated with this action.

DISCUSSION

The California Police Chief's Association (CPCA), in conjunction with the California Grocers Association, the California District Attorney's Association, the California Business Properties Association and other groups, legislators and elected officials, have formed a coalition to sponsor the Reducing Crime and Keeping California Safe Act of 2018. The act seeks to reform some of the changes to the criminal justice system that were contained in AB109 and Propositions 47 and 57.

The reforms contained in the Act include the following:

1. Reclassify currently "non-violent" crimes like rape of an unconscious person, sex trafficking of a child and 14 other serious crimes as "violent" — to prevent the early release of inmates convicted of these crimes
2. Reform the parole system to stop the early release of violent felons, expand parolee oversight, and strengthen penalties for parole violations
3. Reform theft laws to restore accountability for serial thieves and organized theft gangs

4. Expand DNA collection to include those convicted of drug, theft, domestic violence and other serious crimes to help solve rape, murder and other violent crimes — and to exonerate those wrongly accused

Staff believes the adoption of this Act will provide additional tools and resources for law enforcement, and close loopholes that were created, and have existed, in previous criminal justice reforms. This would aid staff in protecting residents and businesses alike from individuals who have taken advantage of these earlier reforms.

ATTACHMENTS

- A. Resolution in support of the Reducing Crime and Keeping California Safe Act of 2018
- B. Copy of the Reducing Crime and Keeping California Safe Act of 2018

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE
ACT OF 2018**

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities; and

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders"; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer Keith Boyer; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

RESOLUTION NO. 2018/**

June 12, 2018

Page 2

WHEREAS, as a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, Antioch saw a 24 percent increase in theft related crimes from vehicles in 2017 as compared to the year prior, and a 23 percent increase in “other” related thefts during the same time period; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150 percent increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

WHEREAS, in 2003, DNA was used to successfully prosecute and convict the person responsible for the Antioch 1983 rape, kidnap, and murder of 5 year old Angela Bugay. More recently, in 2017, DNA evidence enabled the Antioch Police Department to identify and arrest the person responsible for the 1980 Antioch rape, kidnap, and murder of Suzanne Bombardier; and

RESOLUTION NO. 2018/**

June 12, 2018

Page 3

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted, and

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch herby supports the Reducing Crime and Keeping California Safe Act of 2018.

* * * * *

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 12th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The Attorney General of California has prepared the following circulating title and summary of the chief purpose and points of the proposed measure:

(17-0044.) RESTRICTS PAROLE FOR NON-VIOLENT OFFENDERS. AUTHORIZES FELONY SENTENCES FOR CERTAIN OFFENSES CURRENTLY TREATED ONLY AS MISDEMEANORS. INITIATIVE STATUTE. Imposes restrictions on parole program for non-violent offenders who have completed the full term for their primary offense. Expands list of offenses that disqualify an inmate from this parole program. Changes standards and requirements governing parole decisions under this program. Authorizes felony charges for specified theft crimes currently chargeable only as misdemeanors, including some theft crimes where the value is between \$250 and \$950. Requires persons convicted of specified misdemeanors to submit to collection of DNA samples for state database. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local government: Increased state and local correctional costs likely in the tens of millions of dollars annually, primarily related to increases in penalties for certain theft-related crimes and the changes to the nonviolent offender release consideration process. Increased state and local court-related costs of around a few million dollars annually related to processing probation revocations and additional felony theft filings. Increased state and local law enforcement costs not likely to exceed a couple million dollars annually related to collecting and processing DNA samples from additional offenders.

To the Honorable Secretary of State of California:

We, the undersigned, registered, qualified voters of California, residents of the County (or City and County) referenced on the signature page of this petition, hereby propose amendments to the California Penal Code relating to parole, serial theft, and DNA collection from convicted criminals, and petition the Secretary of State to submit the same to the voters of California for their adoption or rejection at the next succeeding general election or at any special statewide election held prior to that general election or as otherwise provided by law. The proposed statutory amendments (full title and text of the measure) read as follows:

SEC. 1. TITLE

This act shall be known and may be cited as the Reducing Crime and Keeping California Safe Act of 2018.

SEC. 2. PURPOSES

This measure will fix three related problems created by recent laws that have threatened the public safety of Californians and their children from violent criminals. This measure will:

- A. Reform the parole system so violent felons are not released early from prison, strengthen oversight of post release community supervision and tighten penalties for violations of terms of post release community supervision;
- B. Reform theft laws to restore accountability for serial thieves and organized theft rings; and
- C. Expand DNA collection from persons convicted of drug, theft and domestic violence related crimes to help solve violent crimes and exonerate the innocent.

SEC. 3. FINDINGS AND DECLARATIONS

A. Prevent Early Release of Violent Felons

- 1. Protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison.
- 2. Since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI.
- 3. Recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "non-violent offenders."
- 4. As a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge.
- 5. Violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer.
- 6. Californians need better protection from such violent criminals.
- 7. Californians need better protection from felons who repeatedly violate the terms of their post release community supervision.
- 8. This measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations.
- 9. Californians need better protection from such

violent criminals. This measure reforms the law to define such crimes as "violent felonies" for purposes of early release.

10. Nothing in this act is intended to create additional "strike" offenses which would increase the state prison population.

11. Nothing in this act is intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits.

B. Restore Accountability for Serial Theft and Organized Theft Rings

- 1. Recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal.
- 2. As a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years.

3. Individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs.

4. California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms.

C. Restore DNA Collection to Solve Violent Crime

- 1. Collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals.
- 2. DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape-murder of an 83-year-old woman.
- 3. Recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses.
- 4. Permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted.
- 5. This measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

SEC. 4. PAROLE CONSIDERATION

Section 3003 of the Penal Code is amended to read:
[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Except as otherwise provided in this section, an inmate who is released on parole or postrelease supervision as provided by Title 2.05 (commencing with Section 3450) shall be returned to the county that was the last legal residence of the inmate prior to his or her incarceration. For purposes of this subdivision, "last legal residence" shall not be construed to mean the county wherein the inmate committed an offense while confined in a state prison or local jail facility or while confined for treatment in a state hospital.

(b) Notwithstanding subdivision (a), an inmate may be returned to another county if that would be in the best interests of the public. If the Board of Parole Hearings setting the conditions of parole for inmates sentenced pursuant to subdivision (b) of Section 1168, as determined by the parole consideration panel, or the Department of Corrections and Rehabilitation setting the conditions of parole for inmates sentenced pursuant to Section 1170, decides on a return to another county, it shall place its reasons in writing in the parolee's permanent record and include these reasons in the notice to the sheriff or chief of police pursuant to Section 3058.6. In making its decision, the paroling authority shall consider, among others, the following factors, giving the greatest weight to the protection of the victim and the safety of the community:

- (1) The need to protect the life or safety of a victim, the parolee, a witness, or any other person.
- (2) Public concern that would reduce the chance that the inmate's parole would be successfully completed.
- (3) The verified existence of a work offer, or an educational or vocational training program.
- (4) The existence of family in another county with whom the inmate has maintained strong ties and whose support would increase the chance that the inmate's parole would be successfully completed.
- (5) The lack of necessary outpatient treatment programs for parolees receiving treatment pursuant to Section 2960.

(c) The Department of Corrections and Rehabilitation, in determining an out-of-county commitment, shall give priority to the safety of the community and any witnesses and victims.

(d) In making its decision about an inmate who participated in a joint venture program pursuant to Article 1.5 (commencing with Section 2717.1) of Chapter 5, the paroling authority shall give serious consideration to releasing him or her to the county where the joint venture program employer is located if that employer states to the paroling authority that he or she intends to employ the inmate upon release.

(e)(1) The following information, if available, shall be released by the Department of Corrections and Rehabilitation to local law enforcement agencies regarding a paroled inmate or inmate placed on postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450) who is released in their jurisdictions:

- (A) Last, first, and middle names.
- (B) Birth date.
- (C) Sex, race, height, weight, and hair and eye color.
- (D) Date of parole or placement on postrelease community supervision and discharge.

(E) Registration status, if the inmate is required to register as a result of a controlled substance, sex, or arson offense.

(F) California Criminal Information Number, FBI number, social security number, and driver's license number.

(G) County of commitment.

(H) A description of scars, marks, and tattoos on the inmate.

(I) Offense or offenses for which the inmate was convicted that resulted in parole or postrelease community supervision in this instance.

(J) Address, including all of the following information:

(i) Street name and number. Post office box numbers are not acceptable for purposes of this subparagraph.

(ii) City and ZIP Code.

(iii) Date that the address proposed pursuant to this subparagraph was proposed to be effective.

(K) Contact officer and unit, including all of the following information:

(i) Name and telephone number of each contact officer.

(ii) Contact unit type of each contact officer such as units responsible for parole, registration, or county probation.

(L) A digitized image of the photograph and at least a single digit fingerprint of the parolee.

(M) A geographic coordinate for the inmate's residence location for use with a Geographical Information System (GIS) or comparable computer program.

(N) Copies of the record of supervision during any prior period of parole.

(2) Unless the information is unavailable, the Department of Corrections and Rehabilitation shall electronically transmit to the county agency identified in subdivision (a) of Section 3451 the inmate's tuberculosis status, specific medical, mental health, and outpatient clinic needs, and any medical concerns or disabilities for the county to consider as the offender transitions onto postrelease community supervision pursuant to Section 3450, for the purpose of identifying the medical and mental health needs of the individual. All transmissions to the county agency shall be in compliance with applicable provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191), the federal Health Information Technology for Clinical Health Act (HITECH) (Public Law 111-005), and the implementing of privacy and security regulations in Parts 160 and 164 of Title 45 of the Code of Federal Regulations. This paragraph shall not take effect until the Secretary of the United States Department of Health and Human Services, or his or her designee, determines that this provision is not preempted by HIPAA.

(3) Except for the information required by paragraph (2), the information required by this subdivision shall come from the statewide parolee database. The information obtained from each source shall be based on the same timeframe.

(4) All of the information required by this subdivision shall be provided utilizing a computer-to-computer transfer in a format usable by a desktop computer system. The transfer of this information shall be continually available to local law enforcement agencies upon request.

(5) The unauthorized release or receipt of the information described in this subdivision is a violation of Section 11143.

~~(f) Notwithstanding any other law, an inmate who is released on parole shall not be returned to a location within 35 miles of the actual residence of a victim of, or a witness to, a violent felony as defined in paragraphs (1) to (7), inclusive, and paragraph (16) of subdivision (c) of Section 667.5 or a felony in which the defendant inflicts great bodily injury on a person other than an accomplice that has been charged and proved as provided for in Section 12022.53, 12022.7, or 12022.9, if the victim or witness has requested additional distance in the placement of the inmate on parole, and if the Board of Parole Hearings or the Department of Corrections and Rehabilitation finds that there is a need to protect the life, safety, or well-being of a victim or witness: the victim or witness, an inmate who is released on parole shall not be returned to a location within 35 miles of the actual residence of a victim of, or a witness to, any of the following crimes:~~

(1) A violent felony as defined subdivision (c) of Section 667.5 or subdivision (a) of Section 3040.1.

(2) A felony in which the defendant inflicts great bodily injury on a person, other than an accomplice, that has been charged and proved as provided for in Section 12022.53, 12022.7, or 12022.9.

(g) Notwithstanding any other law, an inmate who is released on parole for a violation of Section 288 or 288.5 whom the Department of Corrections and Rehabilitation determines poses a high risk to the public

shall not be placed or reside, for the duration of his or her parole, within one-half mile of a public or private school including any or all of kindergarten and grades 1 to 12, inclusive.

(h) Notwithstanding any other law, an inmate who is released on parole or postrelease community supervision for a stalking offense shall not be returned to a location within 35 miles of the victim's or witness' actual residence or place of employment if the victim or witness has requested additional distance in the placement of the inmate on parole or postrelease community supervision, and if the Board of Parole Hearings or the Department of Corrections and Rehabilitation, or the supervising county agency, as applicable, finds that there is a need to protect the life, safety, or well-being of the victim.

If an inmate who is released on postrelease community supervision cannot be placed in his or her county of last legal residence in compliance with this subdivision, the supervising county agency may transfer the inmate to another county upon approval of the receiving county.

(i) The authority shall give consideration to the equitable distribution of parolees and the proportion of out-of-county commitments from a county compared to the number of commitments from that county when making parole decisions.

(j) An inmate may be paroled to another state pursuant to any other law. The Department of Corrections and Rehabilitation shall coordinate with local entities regarding the placement of inmates placed out of state on postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450).

(k)(1) Except as provided in paragraph (2), the Department of Corrections and Rehabilitation shall be the agency primarily responsible for, and shall have control over, the program, resources, and staff implementing the Law Enforcement Automated Data System (LEADS) in conformance with subdivision (e). County agencies supervising inmates released to postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450) shall provide any information requested by the department to ensure the availability of accurate information regarding inmates released from state prison. This information may include all records of supervision, the issuance of warrants, revocations, or the termination of postrelease community supervision. On or before August 1, 2011, county agencies designated to supervise inmates released to postrelease community supervision shall notify the department that the county agencies have been designated as the local entity responsible for providing that supervision.

(2) Notwithstanding paragraph (1), the Department of Justice shall be the agency primarily responsible for the proper release of information under LEADS that relates to fingerprint cards.

(l) In addition to the requirements under subdivision (k), the Department of Corrections and Rehabilitation shall submit to the Department of Justice data to be included in the supervised release file of the California Law Enforcement Telecommunications System (CLETS) so that law enforcement can be advised through CLETS of all persons on postrelease community supervision and the county agency designated to provide supervision. The data required by this subdivision shall be provided via electronic transfer.

Section 3040.1 is added to the Penal Code to read:

(a) For purposes of early release or parole consideration under the authority of Section 32 of Article I of the Constitution, Sections 12838.4 and 12838.5 of the Government Code, Sections 3000.1, 3041.5, 3041.7, 3052, 5000, 5054, 5055, 5076.2 of this Code and the rulemaking authority granted by Section 5058 of this Code, the following shall be defined as "violent felony offenses":

(1) Murder or voluntary manslaughter;

(2) Mayhem;

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262;

(4) Sodomy as defined in subdivision (c) or (d) of Section 286;

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a;

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288;

(7) Any felony punishable by death or imprisonment in the state prison for life;

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in

subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55;

(9) Any robbery;

(10) Arson, in violation of subdivision (a) or (b) of Section 451;

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289;

(12) Attempted murder;

(13) A violation of Section 18745, 18750, or 18755;

(14) Kidnapping;

(15) Assault with the intent to commit a specified felony, in violation of Section 220;

(16) Continuous sexual abuse of a child, in violation of Section 288.5;

(17) Carjacking, as defined in subdivision (a) of Section 215;

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1;

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22;

(20) Threats to victims or witnesses, as defined in subdivision (c) of Section 136.1;

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary;

(22) Any violation of Section 12022.53;

(23) A violation of subdivision (b) or (c) of Section 11418;

(24) Solicitation to commit murder;

(25) Felony assault with a firearm in violation of subsections (a)(2) and (b) of Section 245;

(26) Felony assault with a deadly weapon in violation of paragraph (1) of subdivision (a) of Section 245;

(27) Felony assault with a deadly weapon upon the person of a peace officer or firefighter in violation of subdivisions (c) and (d) of Section 245;

(28) Felony assault by means of force likely to produce great bodily injury in violation of paragraph (4) of subdivision (a) of Section 245;

(29) Assault with caustic chemicals in violation of Section 244;

(30) False imprisonment in violation of Section 210.5;

(31) Felony discharging a firearm in violation of Section 246;

(32) Discharge of a firearm from a motor vehicle in violation of subsection (c) of Section 26100;

(33) Felony domestic violence resulting in a traumatic condition in violation of Section 273.5;

(34) Felony use of force or threats against a witness or victim of a crime in violation of Section 140;

(35) Felony resisting a peace officer and causing death or serious injury in violation of Section 148.10;

(36) A felony hate crime punishable pursuant to Section 422.7;

(37) Felony elder or dependent adult abuse in violation of subdivision (b) of Section 368;

(38) Rape in violation of paragraphs (1), (3), or (4) of subdivision (a) of Section 261;

(39) Rape in violation of Section 262;

(40) Sexual penetration in violation of subdivision (b), (d) or (e) of Section 289;

(41) Sodomy in violation of subdivision (f), (g), or (i) of Section 286;

(42) Oral copulation in violation of subdivision (f), (g), or (i) of Section 288a;

(43) Abduction of a minor for purposes of prostitution in violation of Section 267;

(44) Human trafficking in violation of subdivision (a), (b), or (c) of Section 236.1;

(45) Child abuse in violation of Section 273ab;

(46) Possessing, exploding, or igniting a destructive device in violation of Section 18740;

(47) Two or more violations of subsection (c) of Section 451;

(48) Any attempt to commit an offense described in this subdivision;

(49) Any felony in which it is pled and proven that the Defendant personally used a dangerous or deadly weapon;

(50) Any offense resulting in lifetime sex offender registration pursuant to Sections 290 through 290.009.

(51) Any conspiracy to commit an offense described in this Section.

(b) The provisions of this section shall apply to any inmate serving a custodial prison sentence on or after the effective date of this section, regardless of when the sentence was imposed.

Section 3040.2 is added to the Penal Code to read:

(a) Upon conducting a nonviolent offender parole consideration review, the hearing officer for the Board of Parole

Hearings shall consider all relevant, reliable information about the inmate.

(b) The standard of review shall be whether the inmate will pose an unreasonable risk of creating victims as a result of felonious conduct if released from prison.

(c) In reaching this determination, the hearing officer shall consider the following factors:

(1) Circumstances surrounding the current conviction;
(2) The inmate's criminal history, including involvement in other criminal conduct, both juvenile and adult, which is reliably documented;
(3) The inmate's institutional behavior including both rehabilitative programming and institutional misconduct;
(4) Any input from the inmate, any victim, whether registered or not at the time of the referral, and the prosecuting agency or agencies;

(5) The inmate's past and present mental condition as documented in records in the possession of the Department of Corrections and Rehabilitation;

(6) The inmate's past and present attitude about the crime;

(7) Any other information which bears on the inmate's suitability for release.

(d) The following circumstances shall be considered by the hearing officer in determining whether the inmate is unsuitable for release:

(1) Multiple victims involved in the current commitment offense;

(2) A victim was particularly vulnerable due to age or physical or mental condition;

(3) The inmate took advantage of a position of trust in the commission of the crime;

(4) The inmate was armed with or used a firearm or other deadly weapon in the commission of the crime;

(5) A victim suffered great bodily injury during the commission of the crime;

(6) The inmate committed the crime in association with a criminal street gang;

(7) The inmate occupied a position of leadership or dominance over other participants in the commission of the crime, or the inmate induced others to participate in the commission of the crime;

(8) During the commission of the crime, the inmate had a clear opportunity to cease but instead continued;

(9) The inmate has engaged in other reliably documented criminal conduct which was an integral part of the crime for which the inmate is currently committed to prison;

(10) The manner in which the crime was committed created a potential for serious injury to persons other than the victim of the crime;

(11) The inmate was on probation, parole, post release community supervision, mandatory supervision or was in custody or had escaped from custody at the time of the commitment offense;

(12) The inmate was on any form of pre- or post-conviction release at the time of the commitment offense;

(13) The inmate's prior history of violence, whether as a juvenile or adult;

(14) The inmate has engaged in misconduct in prison or jail;

(15) The inmate is incarcerated for multiple cases from the same or different counties or jurisdictions.

(e) The following circumstances shall be considered by the hearing officer in determining whether the inmate is suitable for release:

(1) The inmate does not have a juvenile record of assaulting others or committing crimes with a potential of harm to victims;

(2) The inmate lacks any history of violent crime;

(3) The inmate has demonstrated remorse;

(4) The inmate's present age reduces the risk of recidivism;

(5) The inmate has made realistic plans if released or has developed marketable skills that can be put to use upon release;

(6) The inmate's institutional activities demonstrate an enhanced ability to function within the law upon release;

(7) The inmate participated in the crime under partially excusable circumstances which do not amount to a legal defense;

(8) The inmate had no apparent predisposition to commit the crime but was induced by others to participate in its commission;

(9) The inmate has a minimal or no criminal history;

(10) The inmate was a passive participant or played a minor role in the commission of the crime;

(11) The crime was committed during or due to an unusual situation unlikely to reoccur.

Section 3040.3 is added to the Penal Code to read:

(a) An inmate whose current commitment includes a concurrent, consecutive or stayed sentence for an offense or allegation defined as violent by subdivision (c) of

Section 667.5 or 3040.1 shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.

(b) An inmate whose current commitment includes an indeterminate sentence shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.

(c) An inmate whose current commitment includes any enhancement which makes the underlying offense violent pursuant to subdivision (c) of Section 667.5 shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.

(d) For purposes of Section 32 of Article I of the Constitution, the "full term" of the "primary offense" shall be calculated based only on actual days served on the commitment offense.

Section 3040.4 is added to the Penal Code to read:

Pursuant to subsection (b) of Section 28 of Article I of the Constitution, the Department shall give reasonable notice to victims of crime prior to an inmate being reviewed for early parole and release. The Department shall provide victims with the right to be heard regarding early parole consideration and to participate in the review process. The Department shall consider the safety of the victims, the victims' family, and the general public when making a determination on early release.

(a) Prior to conducting a review for early parole, the Department shall provide notice to the prosecuting agency or agencies and to registered victims, and shall make reasonable efforts to locate and notify victims who are not registered.

(b) The prosecuting agency shall have the right to review all information available to the hearing officer including, but not limited to the inmate's central file, documented adult and juvenile criminal history, institutional behavior including both rehabilitative programming and institutional misconduct, any input from any person or organization advocating on behalf of the inmate, and any information submitted by the public.

(c) A victim shall have a right to submit a statement for purposes of early parole consideration, including a confidential statement.

(d) All prosecuting agencies, any involved law enforcement agency, and all victims, whether or not registered, shall have the right to respond to the board in writing.

(e) Responses to the Board by prosecuting agencies, law enforcement agencies, and victims must be made within 90 days of the date of notification of the inmate's eligibility for early parole review or consideration.

(f) The Board shall notify the prosecuting agencies, law enforcement agencies, and the victims of the Nonviolent Offender Parole decision within 10 days of the decision being made.

(g) Within 30 days of the notice of the final decision concerning Nonviolent Offender Parole Consideration, the inmate and the prosecuting agencies may request review of the decision.

(h) If an inmate is denied early release under the Nonviolent Offender Parole provisions of Section 32 of Article I of the Constitution, the inmate shall not be eligible for early Nonviolent Offender parole consideration for two (2) calendar years from the date of the final decision of the previous denial.

Section 3041 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a)(1) In the case of any inmate sentenced pursuant to any law, other than Chapter 4.5 (commencing with Section 1170) of Title 7 of Part 2, the Board of Parole Hearings shall meet with each inmate during the sixth year before the inmate's minimum eligible parole date for the purposes of reviewing and documenting the inmate's activities and conduct pertinent to parole eligibility.

During this consultation, the board shall provide the inmate information about the parole hearing process, legal factors relevant to his or her suitability or unsuitability for parole, and individualized recommendations for the inmate regarding his or her work assignments, rehabilitative programs, and institutional behavior. Within 30 days following the consultation, the board shall issue its positive and negative findings and recommendations to the inmate in writing.

(2) One year before the inmate's minimum eligible parole date a panel of two or more commissioners or deputy commissioners shall again meet with the inmate and shall normally grant parole as provided in Section 3041.5. No more than one member of the panel shall be a deputy commissioner.

(3) In the event of a tie vote, the matter shall be referred for an en banc review of the record that was before the panel that rendered the tie vote. Upon en banc review, the

board shall vote to either grant or deny parole and render a statement of decision. The en banc review shall be conducted pursuant to subdivision (e).

(4) Upon a grant of parole, the inmate shall be released subject to all applicable review periods. However, an inmate shall not be released before reaching his or her minimum eligible parole date as set pursuant to Section 3046 unless the inmate is eligible for earlier release pursuant to his or her youth offender parole eligibility date or elderly parole eligibility date.

(5) At least one commissioner of the panel shall have been present at the last preceding meeting, unless it is not feasible to do so or where the last preceding meeting was the initial meeting. Any person on the hearing panel may request review of any decision regarding parole for an en banc hearing by the board. In case of a review, a majority vote in favor of parole by the board members participating in an en banc review is required to grant parole to any inmate.

(b)(1) The panel or the board, sitting en banc, shall grant parole to an inmate unless it determines that the gravity of the current convicted offense or offenses, or the timing and gravity of current or past convicted offense or offenses, is such that consideration of the public safety requires a more lengthy period of incarceration for this individual. The panel or the board, sitting en banc, shall consider the entire criminal history of the inmate, including all current or past convicted offenses, in making this determination.

(2) After July 30, 2001, any decision of the parole panel finding an inmate suitable for parole shall become final within 120 days of the date of the hearing. During that period, the board may review the panel's decision. The panel's decision shall become final pursuant to this subdivision unless the board finds that the panel made an error of law, or that the panel's decision was based on an error of fact, or that new information should be presented to the board, any of which when corrected or considered by the board has a substantial likelihood of resulting in a substantially different decision upon a rehearing. In making this determination, the board shall consult with the commissioners who conducted the parole consideration hearing.

(3) A decision of a panel shall not be disapproved and referred for rehearing except by a majority vote of the board, sitting en banc, following a public meeting.

(c) For the purpose of reviewing the suitability for parole of those inmates eligible for parole under prior law at a date earlier than that calculated under Section 1170.2, the board shall appoint panels of at least two persons to meet annually with each inmate until the time the person is released pursuant to proceedings or reaches the expiration of his or her term as calculated under Section 1170.2.

(d) It is the intent of the Legislature that, during times when there is no backlog of inmates awaiting parole hearings, life parole consideration hearings, or life rescission hearings, hearings will be conducted by a panel of three or more members, the majority of whom shall be commissioners. The board shall report monthly on the number of cases where an inmate has not received a completed initial or subsequent parole consideration hearing within 30 days of the hearing date required by subdivision (a) of Section 3041.5 or paragraph (2) of subdivision (b) of Section 3041.5, unless the inmate has waived the right to those timeframes. That report shall be considered the backlog of cases for purposes of this section, and shall include information on the progress toward eliminating the backlog, and on the number of inmates who have waived their right to the above timeframes. The report shall be made public at a regularly scheduled meeting of the board and a written report shall be made available to the public and transmitted to the Legislature quarterly.

(e) For purposes of this section, an en banc review by the board means a review conducted by a majority of commissioners holding office on the date the matter is heard by the board. An en banc review shall be conducted in compliance with the following:

(1) The commissioners conducting the review shall consider the entire record of the hearing that resulted in the tie vote.

(2) The review shall be limited to the record of the hearing. The record shall consist of the transcript or audiotape of the hearing, written or electronically recorded statements actually considered by the panel that produced the tie vote, and any other material actually considered by the panel. New evidence or comments shall not be considered in the en banc proceeding.

(3) The board shall separately state reasons for its decision to grant or deny parole.

(4) A commissioner who was involved in the tie vote shall be recused from consideration of the matter in the

en banc review.

Section 3454 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

- (a) Each supervising county agency, as established by the county board of supervisors pursuant to subdivision (a) of Section 3451, shall establish a review process for assessing and refining a person's program of postrelease supervision. Any additional postrelease supervision conditions shall be reasonably related to the underlying offense for which the offender spent time in prison, or to the offender's risk of recidivism, and the offender's criminal history, and be otherwise consistent with law.
- (b) Each county agency responsible for postrelease supervision, as established by the county board of supervisors pursuant to subdivision (a) of Section 3451, may determine additional appropriate conditions of supervision listed in Section 3453 consistent with public safety, including the use of continuous electronic monitoring as defined in Section 1210.7, order the provision of appropriate rehabilitation and treatment services, determine appropriate incentives, and determine and order appropriate responses to alleged violations, which can include, but shall not be limited to, immediate, structured, and intermediate sanctions up to and including referral to a reentry court pursuant to Section 3015, or flash incarceration in a city or county jail. Periods of flash incarceration are encouraged as one method of punishment for violations of an offender's condition of postrelease supervision.
- (c) As used in this title, "flash incarceration" is a period of detention in a city or county jail due to a violation of an offender's conditions of postrelease supervision. The length of the detention period can range between one and 10 consecutive days. Flash incarceration is a tool that may be used by each county agency responsible for postrelease supervision. Shorter, but if necessary more frequent, periods of detention for violations of an offender's postrelease supervision conditions shall appropriately punish an offender while preventing the disruption in a work or home establishment that typically arises from longer term revocations.
- (d) Upon a decision to impose a period of flash incarceration, the probation department shall notify the court, public defender, district attorney, and sheriff of each imposition of flash incarceration.

Section 3455 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

- (a) If the supervising county agency has determined, following application of its assessment processes, that intermediate sanctions as authorized in subdivision (b) of Section 3454 are not appropriate, or if the supervised person has violated the terms of his or her release for a third time, the supervising county agency shall petition the court pursuant to Section 1203.2 to revoke, modify, or terminate postrelease community supervision. At any point during the process initiated pursuant to this section, a person may waive, in writing, his or her right to counsel, admit the violation of his or her postrelease community supervision, waive a court hearing, and accept the proposed modification of his or her postrelease community supervision. The petition shall include a written report that contains additional information regarding the petition, including the relevant terms and conditions of postrelease community supervision, the circumstances of the alleged underlying violation, the history and background of the violator, and any recommendations. The Judicial Council shall adopt forms and rules of court to establish uniform statewide procedures to implement this subdivision, including the minimum contents of supervision agency reports. Upon a finding that the person has violated the conditions of postrelease community supervision, the revocation hearing officer shall have authority to do all of the following:
- (1) Return the person to postrelease community supervision with modifications of conditions, if appropriate, including a period of incarceration in a county jail.
- (2) Revoke and terminate postrelease community supervision and order the person to confinement in a county jail.
- (3) Refer the person to a reentry court pursuant to Section 3015 or other evidence-based program in the court's discretion.
- (b) (1) At any time during the period of postrelease community supervision, if a peace officer, including a probation officer, has probable cause to believe a

person subject to postrelease community supervision is violating any term or condition of his or her release, or has failed to appear at a hearing pursuant to Section 1203.2 to revoke, modify, or terminate postrelease community supervision, the officer may, without a warrant or other process, arrest the person and bring him or her before the supervising county agency established by the county board of supervisors pursuant to subdivision (a) of Section 3451. Additionally, an officer employed by the supervising county agency may seek a warrant and a court or its designated hearing officer appointed pursuant to Section 71622.5 of the Government Code shall have the authority to issue a warrant for that person's arrest.

- (2) The court or its designated hearing officer shall have the authority to issue a warrant for a person who is the subject of a petition filed under this section who has failed to appear for a hearing on the petition or for any reason in the interests of justice, or to remand to custody a person who does appear at a hearing on the petition for any reason in the interests of justice.
- (3) Unless a person subject to postrelease community supervision is otherwise serving a period of flash incarceration, whenever a person who is subject to this section is arrested, with or without a warrant or the filing of a petition for revocation, the court may order the release of the person under supervision from custody under any terms and conditions the court deems appropriate.
- (c) The revocation hearing shall be held within a reasonable time after the filing of the revocation petition. Except as provided in paragraph (3) of subdivision (b), based upon a showing of a preponderance of the evidence that a person under supervision poses an unreasonable risk to public safety, or that the person may not appear if released from custody, or for any reason in the interests of justice, the supervising county agency shall have the authority to make a determination whether the person should remain in custody pending the first court appearance on a petition to revoke postrelease community supervision, and upon that determination, may order the person confined pending his or her first court appearance.
- (d) Confinement pursuant to paragraphs (1) and (2) of subdivision (a) shall not exceed a period of 180 days in a county jail for each custodial sanction.
- (e) A person shall not remain under supervision or in custody pursuant to this title on or after three years from the date of the person's initial entry onto postrelease community supervision, except when his or her supervision is tolled pursuant to Section 1203.2 or subdivision (b) of Section 3456.

SEC. 5. DNA COLLECTION

Section 296 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

- (a) The following persons shall provide buccal swab samples, right thumbprints, and a full palm print impression of each hand, and any blood specimens or other biological samples required pursuant to this chapter for law enforcement identification analysis:
- (1) Any person, including any juvenile, who is convicted of or pleads guilty or no contest to any felony offense, or is found not guilty by reason of insanity of any felony offense, or any juvenile who is adjudicated under Section 602 of the Welfare and Institutions Code for committing any felony offense.
- (2) Any adult person who is arrested for or charged with any of the following felony offenses:
- (A) Any felony offense specified in Section 290 or attempt to commit any felony offense described in Section 290, or any felony offense that imposes upon a person the duty to register in California as a sex offender under Section 290.
- (B) Murder or voluntary manslaughter or any attempt to commit murder or voluntary manslaughter.
- (C) Commencing on January 1, 2009, any adult person arrested or charged with any felony offense.
- (3) Any person, including any juvenile, who is required to register under Section 290 through 290.009 or 457.1 because of the commission of, or the attempt to commit, a felony or misdemeanor offense, or any person, including any juvenile, who is housed in a mental health facility or sex offender treatment program after referral to such facility or program by a court after being charged with any felony offense.
- (4) Any person, excluding a juvenile, who is convicted of, or pleads guilty or no contest to, any of the following offenses:
- (A) A misdemeanor violation of Section 459.5;
- (B) A violation of subdivision (a) of Section 473 that is punishable as a misdemeanor pursuant to subdivision (b) of Section 473;
- (C) A violation of subdivision (a) of Section 476a that is

punishable as a misdemeanor pursuant to subdivision (b) of Section 476a;

(D) A violation of Section 487 that is punishable as a misdemeanor pursuant to Section 490.2;

(E) A violation of Section 496 that is punishable as a misdemeanor;

(F) A misdemeanor violation of subdivision (a) of Section 11350 of the Health and Safety Code;

(G) A misdemeanor violation of subdivision (a) of Section 11377 of the Health and Safety Code;

(H) A misdemeanor violation of paragraph (1) of subdivision (e) of Section 243;

(I) A misdemeanor violation of Section 273.5;

(J) A misdemeanor violation of paragraph (1) of subdivision (b) of Section 368;

(K) Any misdemeanor violation where the victim is defined as set forth in Section 6211 of the Family Code;

(L) A misdemeanor violation of paragraph (3) of subdivision (b) of Section 647.

~~(4)(5)~~ The term "felony" as used in this subdivision includes an attempt to commit the offense.

~~(5)(6)~~ Nothing in this chapter shall be construed as prohibiting collection and analysis of specimens, samples, or print impressions as a condition of a plea for a non-qualifying offense.

(b) The provisions of this chapter and its requirements for submission of specimens, samples and print impressions as soon as administratively practicable shall apply to all qualifying persons regardless of sentence imposed, including any sentence of death, life without the possibility of parole, or any life or indeterminate term, or any other disposition rendered in the case of an adult or juvenile tried as an adult, or whether the person is diverted, fined, or referred for evaluation, and regardless of disposition rendered or placement made in the case of juvenile who is found to have committed any felony offense or is adjudicated under Section 602 of the Welfare and Institutions Code.

(c) The provisions of this chapter and its requirements for submission of specimens, samples, and print impressions as soon as administratively practicable by qualified persons as described in subdivision (a) shall apply regardless of placement or confinement in any mental hospital or other public or private treatment facility, and shall include, but not be limited to, the following persons, including juveniles:

(1) Any person committed to a state hospital or other treatment facility as a mentally disordered sex offender under Article 1 (commencing with Section 6300) of Chapter 2 of Part 2 of Division 6 of the Welfare and Institutions Code.

(2) Any person who has a severe mental disorder as set forth within the provisions of Article 4 (commencing with Section 2960) of Chapter 7 of Title 1 of Part 3 of the Penal Code.

(3) Any person found to be a sexually violent predator pursuant to Article 4 (commencing with Section 6600) of Chapter 2 of Part 2 of Division 6 of the Welfare and Institutions Code.

(d) The provisions of this chapter are mandatory and apply whether or not the court advises a person, including any juvenile, that he or she must provide the data bank and database specimens, samples, and print impressions as a condition of probation, parole, or any plea of guilty, no contest, or not guilty by reason of insanity, or any admission to any of the offenses described in subdivision (a).

(e) If at any stage of court proceedings the prosecuting attorney determines that specimens, samples, and print impressions required by this chapter have not already been taken from any person, as defined under subdivision (a) of Section 296, the prosecuting attorney shall notify the court orally on the record, or in writing, and request that the court order collection of the specimens, samples, and print impressions required by law. However, a failure by the prosecuting attorney or any other law enforcement agency to notify the court shall not relieve a person of the obligation to provide specimens, samples, and print impressions pursuant to this chapter.

(f) Prior to final disposition or sentencing in the case the court shall inquire and verify that the specimens, samples, and print impressions required by this chapter have been obtained and that this fact is included in the abstract of judgment or dispositional order in the case of a juvenile. The abstract of judgment issued by the court shall indicate that the court has ordered the person to comply with the requirements of this chapter and that the person shall be included in the state's DNA and Forensic Identification Data Base and Data Bank program and be subject to this chapter.

However, failure by the court to verify specimen, sample, and print impression collection or enter these facts in the abstract of judgment or dispositional order in the case of

a juvenile shall not invalidate an arrest, plea, conviction, or disposition, or otherwise relieve a person from the requirements of this chapter.

SEC. 6. SHOPLIFTING

Section 459.5 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Notwithstanding Section 459, shoplifting is defined as entering a commercial establishment with intent to ~~commit larceny~~ steal retail property or merchandise while that establishment is open during regular business hours, where the value of the property that is taken or intended to be taken does not exceed nine hundred fifty dollars (\$950). Any other entry into a commercial establishment with intent to commit larceny is burglary. Shoplifting shall be punished as a misdemeanor, except that a person with one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290 may be punished pursuant to subdivision (h) of Section 1170.

(b) Any act of shoplifting as defined in subdivision (a) shall be charged as shoplifting. No person who is charged with shoplifting may also be charged with burglary or theft of the same property.

(c) “Retail property or merchandise” means any article, product, commodity, item or component intended to be sold in retail commerce.

(d) “Value” means the retail value of an item as advertised by the affected retail establishment, including applicable taxes.

(e) This section shall not apply to theft of a firearm, forgery, the unlawful sale, transfer, or conveyance of an access card pursuant to Section 484e, forgery of an access card pursuant to Section 484f, the unlawful use of an access card pursuant to Section 484g, theft from an elder pursuant to subdivision (e) of Section 368, receiving stolen property, embezzlement, or identity theft pursuant to Section 530.5, or the theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

Section 490.2 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Notwithstanding Section 487 or any other provision of law defining grand theft, obtaining any property by theft where the value of the money, labor, real or personal property taken does not exceed nine hundred fifty dollars (\$950) shall be considered petty theft and shall be punished as a misdemeanor, except that such person may instead be punished pursuant to subdivision (h) of Section 1170 if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290.

(b) This section shall not be applicable to any theft that may be charged as an infraction pursuant to any other provision of law.

(c) This section shall not apply to theft of a firearm, forgery, the unlawful sale, transfer, or conveyance of an access card pursuant to Section 484e, forgery of an access card pursuant to Section 484f, the unlawful use of an access card pursuant to Section 484g, theft from an elder pursuant to subdivision (e) of Section 368, receiving stolen property, embezzlement, or identity theft pursuant to Section 530.5, or the theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

SEC. 7. SERIAL THEFT

Section 490.3 is added to the Penal Code to read:

(a) This section applies to the following crimes:

- (1) petty theft;
- (2) shoplifting;
- (3) grand theft;
- (4) burglary;
- (5) carjacking;
- (6) robbery;
- (7) a crime against an elder or dependent adult within the meaning of subdivision (d) or (e) of Section 368;
- (8) any violation of Section 496;
- (9) unlawful taking or driving of a vehicle within the meaning of Section 10851 of the Vehicle Code.
- (10) Forgery.
- (11) The unlawful sale, transfer, or conveyance of an

access card pursuant to Section 484e.

(12) Forgery of an access card pursuant to Section 484f.

(13) The unlawful use of an access card pursuant to Section 484g.

(14) Identity theft pursuant to Section 530.5.

(15) The theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

(b) Notwithstanding subsection (3) of subdivision (h) of Section 1170, subsections (2) and (4) of subdivision (a) of Section 1170.12, subsections (2) and (4) of subdivision (c) of Section 667, any person who, having been previously convicted of two or more of the offenses specified in subdivision (a), which offenses were committed on separate occasions, and who is subsequently convicted of petty theft or shoplifting where the value of the money, labor, or real or personal property taken exceeds two hundred fifty dollars (\$250) shall be punished by imprisonment in the county jail not exceeding one year, or imprisonment pursuant to subdivision (h) of Section 1170.

(c) This section does not prohibit a person or persons from being charged with any violation of law arising out of the same criminal transaction that violates this section.

SEC. 8. ORGANIZED RETAIL THEFT

Section 490.4 is added to the Penal Code to read:

(a) “Retail property or merchandise” means any article, product, commodity, item or component intended to be sold in retail commerce.

(b) “Value” means the retail value of an item as advertised by the affected retail establishment, including applicable taxes.

(c) Any person, who, acting in concert with one or more other persons, commits two (2) or more thefts pursuant to Sections 459.5 or 490.2 of retail property or merchandise having an aggregate value exceeding two hundred fifty dollars (\$250) and unlawfully takes such property during a period of one hundred eighty days (180) is guilty of organized retail theft.

(d) Notwithstanding subsection (3) of subdivision (h) of Section 1170, subsections (2) and (4) of subdivision (a) of Section 1170.12, subsections (2) and (4) of subdivision (c) of Section 667, organized retail theft shall be punished by imprisonment in the county jail not exceeding one year, or imprisonment pursuant to subdivision (h) of Section 1170.

(e) For purposes of this section, the value of retail property stolen by persons acting in concert may be aggregated into a single count or charge, with the sum of the value of all of the retail merchandise being the values considered in determining the degree of theft.

(f) An offense under this section may be prosecuted in any county in which an underlying theft could have been prosecuted as a separate offense.

(g) This section does not prohibit a person or persons from being charged with any violation of law arising out of the same criminal transaction that violates this section.

SEC. 9. AMENDMENTS

This act shall not be amended by the Legislature except by a statute that furthers the purposes, findings and declarations of the Act and is passed in each house by roll call vote entered in the journal, three-fourths of the membership of each house concurring, or by a statute that becomes effective only when approved by the voters.

SEC. 10. SEVERABILITY

If any provision of this Act, or any part of any provision, or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remaining provisions and applications which can be given effect without the invalid or unconstitutional provision or application shall not be affected, but shall remain in full force and effect, and to this end the provisions of this Act are severable.

SEC. 11. CONFLICTING INITIATIVES

(a) In the event that this measure and another measure addressing parole consideration pursuant to Section 32 of Article I of the Constitution, revocation of parole and post release community supervision, DNA collection, or theft offenses shall appear on the same statewide ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this measure shall prevail in their entirety, and the other measure or measures shall be null and void.

(b) If this measure is approved by voters but superseded by law by any other conflicting measure approved by voters at the same election, and the conflicting ballot

measure is later held invalid, this measure shall be self-executing and given full force and effect.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Arne Simonsen, CMC, City Clerk *AS*

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

SUBJECT: League of California Cities Policy Committee Meetings on June 7-8, 2018, the Master Municipal Clerks Academy August 22-24, 2018

RECOMMENDED ACTION

It is recommended that the City Council authorize associated expenditures for the City Clerk to attend the League of California Cities Policy Committee meetings June 7-8, 2018 in Sacramento, California, and the Master Municipal Clerks Academy August 22 - 24, 2018 at the Kellogg West Conference Center at Cal Poly Pomona

STRATEGIC PURPOSE

The recommended action supports the following strategic priorities that are duties of the City Clerk's office:

Strategy L-1: Improve community communications and trust in City government and keep the community well informed as to the activities of the City Departments.

Strategy L-5: Effectively and efficiently manage City Council agenda preparation, noticing and records.

Strategy L-7: Manage the City's Component of Municipal Elections.

Strategy L-8: Coordinate City Boards and Commissions administrative requirements.

FISCAL IMPACT

The FY 2017/18 budget allocated funding for the City Clerk to attend the League policy committee meetings (\$130 lodging) and the Master Municipal Clerks Academy (\$1,450; includes registration, lodging and meals).

DISCUSSION

- League of California Cities Policy Committees

The City Clerk is a 2018 Presidential appointee to two of the League of California Cities Policy Committees: Housing, Community & Economic Development; and Governance, Transparency and Labor Relations. (Attachment A).

- Master Municipal Clerks Academy (MMCA) Series 301

The curriculum is being finalized and we are planning several high-level technical sessions as well as several personal development sessions. We've assembled a great team of core and guest trainers some great sessions are being offered.

This Academy is pleased to welcome two subject matter experts as guest trainers. Mr. Prasad Mahale (Chief Deputy Innovation Officer, City of Riverside) will join Colleen Nicol to present *Spark Your Innovation: Lighting the Innovation Fire Within Your Agency*, and Ms. Kristi Smith (Chief Assistant City Attorney, City of Riverside) will join Colleen Nicol to present *Clerks and the Law: Understanding the Complex Legalities of the Clerk World*.

The Master Municipal Clerk Academy is designed specifically for those working on attaining the Master Municipal Clerk designation. Courses are designed and content is created with the more tenured and experienced municipal and county clerk in mind. Recognizing that these needs are unique, the Academy is designed specifically with those needs in mind. The content is applicable and value-added for County Clerks to the Board of Supervisors, Special District clerks, and City and Deputy Clerks. All gather with the common bond of a desire for lifelong learning, as these professionals continue to lead in their respective fields. The content of the sessions in this Academy are designed at an advanced level and trained by Master Municipal Clerks, Certified Clerks of the Board, and professionals in the field of local government and leader development.

Each series has a distinct curriculum and adheres to the International Institute of Municipal Clerks core curriculum and is recognized by the City Clerks Association of California (CCAC) and the California Clerk of the Board of Supervisors Association (BSA) as an official training program leading to the professional accreditation of Master Municipal Clerk (MMC) and Certified Clerk of the Board (CCB) and is an affiliate of the League of California Cities.

The City of Antioch Travel and Expense Policy for Elected and Appointed (non-employee) Officials is attached as Attachment C. contained therein, the Authorization Process states: "Overnight travel by Elected Official shall be pre-approved by placing the item on the City Council Consent Calendar."

ATTACHMENTS

- A. League of California Cities 2018 Policy Committee Schedule
- B. Master Municipal Clerk Academy Brochure
- C. Travel and Expense Policy.

2018 POLICY COMMITTEE SCHEDULE

Meetings begin at 10:00 a.m. and end by 3:00 p.m.

January 18 & 19

Sacramento Convention Center, 1400 J Street, Sacramento 95814
*Committees meeting at League Office, 1400 K Street, Sacramento 95814

Thursday, January 18

*Environmental Quality
Gov. Transp. & Labor Relations
Revenue and Taxation
Transp., Comm. & Public Works

Friday, January 19

*Community Services
Housing, Community & Economic Dev.
Public Safety

April 12 & 13

Sheraton Fairplex Hotel & Conference Center, 601 West McKinley Avenue, Pomona, 91768

Thursday, April 12

Environmental Quality
Gov. Transp. & Labor Relations
Revenue and Taxation
Transp., Comm. & Public Works

Friday, April 13

Community Services
Housing, Community & Economic Dev.
Public Safety

June 7 & 8

Sacramento Convention Center, 1400 J Street, Sacramento 95814
*Committees meeting at League Office, 1400 K Street, Sacramento 95814

Thursday, June 7

*Environmental Quality
Gov. Transp. & Labor Relations
Revenue and Taxation
Transp., Comm. & Public Works

Friday, June 8

*Community Services
Housing, Community & Economic Dev.
Public Safety

Deadline for Submitting Annual Conference Resolutions

Midnight on Saturday, July 14, 2018 – E-mail, regular mail, or fax

ANNUAL CONFERENCE

September 12 - 14, 2018, Long Beach, California

NOTE: Policy committee members should be aware that lunch is usually served at these meetings. The state's Fair Political Practices Commission takes the position that the value of the lunch should be reported on city officials' statement of economic interests form. Because of the service you provide at these meetings, the League takes the position that the value of the lunch should be reported as income (in return for your service to the committee) as opposed to a gift (note that this is not income for state or federal income tax purposes—just Political Reform Act reporting purposes). The League has been persistent, but unsuccessful, in attempting to change the FPPC's mind about this interpretation. As such, we feel we need to let you know about the issue so you can determine your course of action.

If you would prefer not to have to report the value of the lunches as income, we will let you know the amount so you can reimburse the League. The lunches tend to run in the \$30 to \$45 range.



"I have attended several sessions of the MMCA over the past three years and have found them to be on-topic and very enriching. The trainers are actively working in the government field and are up to date with today's technologies and practices. The sessions have given me more insight into leadership qualities and aspects than I ever expected. I have been extremely pleased with the training I have gained from attending the MMCA and have had much success implementing those new skills."

Virginia J. Bloom, CMC - City of Lake Elsinore

"The MMCA is a valuable resource for seasoned clerks like me that won't settle for what they have already learned, but are always looking for what's next. In this ever changing 'clerk' world we live in, I think it is imperative for City Clerks to always seek continuing education and the courses offered through MMCA are challenging, innovative and rewarding."

Lisa Thomason - City of Wheatland



Miller Management & Consulting Group

P. O. Box 1431 • West Sacramento, CA 95691

Email: PMiller@millermcg.com

Phone: 916-850-9271

www.MillerMCG.com



**miller
consulting**

we grow people and organizations

Miller Management & Consulting Group

P. O. Box 1431

West Sacramento, CA 95691

ATTACHMENT B



presents

The Master Municipal Clerk and Clerk of the Board Academy



August 22-24, 2018

Kellogg West Conference Center

Pomona, CA

■ About Miller Management & Consulting Group

Miller Management & Consulting Group is dedicated to the growth and development of individuals and organizations. Practiced in facilitating adult education, the organization's Principal, Pamela Miller, incorporates over 40 years of private, non-profit, and public sector leadership experience into her human and organizational development work. Miller Management & Consulting Group is the approved California Institute providing Master Municipal Clerk credentialing level education.

■ About the Academy

The Academy is designed specifically for those working on attaining the Master Municipal Clerk or Certified Clerk of the Board of Supervisors designation. Courses are designed and content is created with the more tenured and experienced municipal and county clerk in mind. Recognizing that these needs are unique, the Academy is designed specifically with those needs in mind. The content is applicable and value-added for County Clerks to the Board of Supervisors, Special District clerks, and City and Deputy Clerks. All gather with the common bond of a desire for lifelong learning, as these professionals continue to lead in their respective fields. The content of the sessions in this Academy are designed at an advanced level and trained by Master Municipal Clerks, Certified Clerks of the Board, and professionals in the field of local government and leader development.

■ MMCA Refund Policy

There are no refunds if cancellation is received two (2) weeks prior to the start of the session for which you are registered. Refunds will be provided for cancellations received more than two (2) weeks prior to the start of the session for which you are registered minus a \$250 administrative fee. All cancellation requests must be made in writing.



Upcoming MMCA

August 22-24, 2018 Kellogg West Conference Center Pomona, CA

We begin at 11 a.m. on the 22nd
and end at 3 p.m. on the 24th

Registration Fee: \$1,525

Early Bird Registration Fee: \$1,450

Registration rates are all-inclusive and include: single occupancy accommodations for Wednesday and Thursday nights; all meals and snacks beginning with lunch Wednesday and ending with lunch Friday; reception Thursday night; parking; in-room Wi-Fi; and all Academy materials. Commuter rates include all of the above with the exception of the overnight accommodations. All participants MUST be present for the entire Academy to receive credit.

Early Bird cutoff is July 13, 2018

Registration closes August 8, 2018 at 5pm

Commuter Fee: \$1,225

Commuter Early Bird Fee: \$1,150

Register today at millermcg.com

**ONLINE REGISTRATION AND
CREDIT CARD* PAYMENTS ARE ACCEPTED.**

Next Academy is:

**February 6-8, 2019 in Dolce Hayes Mansion
San Jose, CA**



■ Trainers include:

- Pamela Miller, CMC
- Colleen Nicol, MMC
- Patrice Olds, MMC
- Wandzia Rose, CIC
- Lee Price, MMC
- Stephanie Smith, MMC
- Joann Tilton, MMC

Special Guest Trainers will include:

- Prasad Mahale
Deputy Chief Innovation Officer, City of Riverside
- Kristi Smith
Chief Asst. City Attorney, City of Riverside

■ Session topics are scheduled to include:

(but are not limited to)

- Workplace conflict resolution
- Ethical leadership
- Clerks and the law
- Leadership: The courage to be vulnerable
- The gift of feedback
- Communicating for success
- Spark your innovation
- Assessing & strengthening your leadership talents

University extension credits are available through UC Riverside. The Academy is approved by IIMC for 20 MMC/CMC educational hours or 10 MMC/CMC points. The curriculum is subject to change.

* There is a 3% fee charged for every credit card transaction, which is not refundable.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

PURPOSE

This document establishes the expense and reimbursement policy for all Elected and Appointed (non-employee) Officials of the City of Antioch. As Elected Officials, individuals may incur expenses related to the execution of their duties and responsibilities. These expenses may include the following: personal vehicle use, communication needs (cell phones, internet, and personal phone lines, newspaper subscriptions), and conferences and meetings related to the City's interests. As to Appointed Officials on the Administrative Appeals Board, Design Review Board, Economic Development Commission, Parks and Recreation Commission, Planning Commission, Police Crime Prevention Commission and Investment Committee, there may be opportunities for individuals to attend educational seminars or meetings related to the City's interests as approved by the City Council. Therefore, this policy establishes procedures for requesting and receiving payment for expenses incurred while representing the City on official business.

ADOPTION AND IMPLEMENTATION

The Council is responsible for adopting the expense and reimbursement policy for Elected and Appointed Officials and for approving any subsequent policy revisions.

EXCEPTIONS

The City Council may approve exceptions to this policy on a case-by-case basis for special or unique circumstances.

I. PERSONAL VEHICLE USE

In recognition of the fact that Elected Officials may use their private vehicles while performing their duties, a monthly vehicle allowance will be provided, as allowed pursuant to California Government Code section 1223. In addition to expenses associated with direct use of a private vehicle, this allowance shall also cover related expenses such as bridge tolls and routine parking fees. In order to be eligible for the reimbursement allowance, Elected Officials shall annually provide proof of liability insurance to the City Clerk. The monthly cap on reimbursement of automobile expenses for personal vehicle usage shall be as follows: Mayor: \$450; Council Members: \$350; City Clerk: \$350; City Treasurer: \$350.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

II. COMMUNICATION EQUIPMENT AND SERVICES

In recognition of the fact that City Council members have a significant responsibility to stay in touch with their constituents and City management employees, reimbursement of communication equipment shall be allowed for cell phone service and equipment, internet service and equipment, local and long distance telephone and fax line service and equipment. Individual council members will be responsible for establishing their own communication service providers and all bills for such service will be paid by the individual. Expense reports shall be submitted on the City's form within 30 days of an expense being incurred. The monthly cap on reimbursement of communication equipment and services shall be as follows: Mayor \$100; Council Members \$50. Any communication service expenditures beyond that amount will be borne by the individual elected official.

III. MEMBERSHIPS

The City Council shall decide which groups to join as an entity, such as the League of California Cities or the Antioch Chamber of Commerce, through City Council action including the budget process. Individual memberships in groups by Elected or Appointed Officials shall be the personal expense of those individuals unless otherwise approved in advance by the City Council.

IV. LOCAL CITY EVENTS

Elected City Officials may be reimbursed for the cost of attending local events related to the City's business upon completion of an expense report and documentation of expenses. City funds shall not be used to purchase alcohol or reimburse Elected Officials for alcohol related costs, unless as part of a set price for the event that happens to include alcohol. If a guest accompanies an Elected Official, only the cost of the Elected Official will be reimbursed.

V. TRAVEL

In recognition of the fact that Elected Officials may need to represent the City at conferences and meetings and may incur expenses in the course of their travel, this policy establishes procedures for requesting and receiving payment for travel and travel-related expenditures. Appointed Officials must be specifically authorized by the City Council to attend educational seminars or other meetings in order to seek reimbursement.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

(A) PROCEDURE

The key document in the administrative process is the Travel Authorization/Warrant Request (TA/WR). Besides ensuring that travel by Elected and Appointed Officials is conducted within this policy, the TA/WR summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for cash advances, vendor payments and credit card purchases. General instructions for completing and processing this form are provided in a separate document.

(B) AUTHORIZATION PROCESS

All travel by an Appointed Official shall be pre-approved by having the item placed on the City Council Consent Calendar. Overnight travel by an Elected Official, shall be pre-approved by having the item placed on the City Council Consent Calendar.

After travel, the Travel Authorization report must be finalized. Finance will review for receipts and policy compliance.

(C) METHODS OF REIMBURSEMENT

There are three ways to request and receive payment for travel and travel-related expenditures: (1) advance payment, (2) reimbursement for actual expenditures, and (3) credit card usage.

(1) Advance payments: Elected Officials may request a cash advance for meals. The advance will be within the IRS approved per diem rates for meals and incidental expenses (M&IE) for the location/area visited as listed in Publication 1542. The value of meals provided at conferences, training, or other travel programs will be deducted from the cash advance at the following rate:

Breakfast - 20% Lunch - 30% Dinner - 50%

Other items, such as conference registration, lodging, and air fare may be paid directly to the vendor in advance of travel.

Upon return from travel, all cash advances must be documented with original itemized receipts.

(2) Reimbursement: Elected and Appointed Officials shall be reimbursed for all eligible expenditures upon return from travel for items that have original receipts. A Travel Authorization/Warrant Request with original receipts will be paid by Finance within the regular accounts payable time

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ELECTED AND APPOINTED OFFICIALS**

schedule. Reimbursement claims should be submitted within 30 days from the return from travel, and no reimbursements may be made that cross over fiscal years.

(3) Credit Card Usage: Elected and Appointed Officials may use personal credit cards to pay for travel expenses. Original receipts must be included with the Travel Authorization/Warrant Request to be eligible for reimbursement.

(D) ELIGIBLE EXPENDITURES

Meals and Incidental Expenses (M & IE)

- **Meals:** City funds shall not be used to purchase alcohol or reimburse Elected or Appointed Officials for alcohol related costs. Meal costs will be reimbursed as supported by original itemized receipts.
- **Personal Meals:** All expenditures must be documented and reimbursement will not exceed the meal schedule listed above.
- **Business Meals:** To qualify as a business meal, the identity of the participants and the business purpose of the discussion must be substantiated.
- **Incidental Expenses:** Those related to City business will be reimbursed at cost as supported by original receipts (e.g., tolls and taxi cabs).

In no event shall the reimbursement for meals and incidental expenses exceed the IRS approved per diem rates for the location visited as listed in Publication 1542.

- **Lodging:** The City will pay lodging expenses for Elected or Appointed Officials during official travel requiring one or more overnight stays. The City will pay for lodging for the evening preceding or subsequent to a meeting or business event when the Elected or Appointed Official would have to travel at unreasonably early or late hours to reach his or her destination.

Elected or Appointed Officials shall make an effort to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The City will pay only for standard single rooms for individual Elected Officials. If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor. If conference rates are not available, government rates must be requested. A

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list of hotels offering government rates in different areas of the country is available in the Finance Department. Lodging rates that are equal to or less than the government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

If a double room is requested by an Elected or Appointed Official because he or she is accompanied by a spouse or other person, the difference between the single and double room rate shall be considered the Elected or Appointed Official's personal expense.

Elected or Appointed Officials shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the Elected or Appointed Official's personal expense unless failure to cancel the reservation was due to circumstances beyond the Elected Official's control.

- **Personal Entertainment:** No reimbursement will be made for personal entertainment.

- **Guests:** If a guest accompanies an Elected or Appointed Official, only the cost of the Elected or Appointed Official will be reimbursed. All costs above a single person will be borne by the Elected or Appointed Official.

- **Discounts:** If offered early registrations should be obtained whenever possible.

- **Telephone/Internet:** The City will pay for all City-related business telephone calls or internet use by an Elected or Appointed Official while traveling on authorized City business. If approved prior to travel, the City may pay for personal internet use up to \$5.00 per day for authorized overnight business travel within California and up to \$10.00 per day for all other authorized overnight business travel.

- **Transportation:** All travel will be made by the method most cost effective for the City. Considerations such as time, distance traveled and cost of transportation should be factors in arriving at the lowest cost. Elected and Appointed Officials shall endeavor to book air travel to take advantage of discounts and nonrefundable ticket fares where practical. All flights shall be booked at coach class or equivalent level. Any additional costs incurred due to personal travel added on before or after the trip will be paid by the Elected or Appointed Official.

Elected and Appointed Officials are encouraged to use their personal vehicles as transportation to and from airports. The cost of traveling from home to the

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airport will be paid for from monthly stipend. If a personal vehicle is left at the airport for more than one day, parking will be reimbursed per day based on long term parking rates or other transportation to and from the airport, whichever is less. Parking will not be reimbursed at the short term parking rate.

The use of rental vehicles is discouraged and shall be authorized only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical. Elected or Appointed Officials must understand that the City's vehicle insurance coverage does not cover the individual driver of a rental car. Therefore, the City Official shall confirm personal coverage under their personal insurance or purchase additional insurance from the rental agency at their own expense. Rental vehicles shall be driven only by Elected or Appointed Officials included on the car rental agreement. Elected or Appointed Officials shall be reimbursed for reasonable taxi fare, airport van, or other public transportation in order to travel from their destination airport to their hotel.

VI. REPORTING OF EXPENDITURES

If the City reimburses an Elected or Appointed Official for attending a "meeting" as defined under the Brown Act¹, the Official shall provide a brief written or oral report regarding the "meeting" at the next regular meeting of the Council or applicable commission, board or committee to which the Official belongs. For other educational seminars or events for which expenses were reimbursed by the City, the Official may provide a brief written or oral report at the next regularly scheduled meeting of the Council or applicable commission, board or committee to which the Official belongs.

VII. ACKNOWLEDGEMENT

After being sworn in, Elected or Appointed Officials will be required to sign a statement formally acknowledging receipt and acceptance of this policy.

¹ The Brown Act (California Government Code section 54952.2) defines a meeting as including "any congregation of majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains."



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Matt Gall, Operations Supervisor *MG*

APPROVED BY: Jon Blank, Public Works Director – City Engineer *JB*

SUBJECT: Consideration of Agreement Extension for HVAC Services with Sole Source/Brand Justification Request

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a sole source request and authorizing the City Manager to execute an agreement with Honeywell Business Solutions (Honeywell) to provide Building Maintenance Service, in the amount not to exceed \$227,136 per contract year, for the period of July 1, 2018 through June 30, 2020. The total for the two (2) year extension is \$454,272.

STRATEGIC PURPOSE

This action is essential to Strategy K-1, ensuring well-maintained public facilities; in that the City of Antioch continually strives to maintain its assets and use of resources.

FISCAL IMPACTS

Funding for this contract is allocated through several Department budgets; i.e.: City Hall & Council Chambers, Old PD PH I, New PD PH I, Senior Center/Community Center, Public Works, Civic Arts (Lynn House), Prewett Community Center, and Prewett Water Park.

DISCUSSION

Honeywell provides heating ventilation, and air conditioning (HVAC) maintenance services and building monitoring for various City facilities. Honeywell works with City Staff to keep the systems in good working condition, proposes cost-effective maintenance solutions, and provides 24-hour service with warranties of materials and workmanship. Honeywell maintains an inventory of spare parts needed for City HVAC systems which is essential for timely repairs. Honeywell monitors City buildings remotely, utilizing proprietary computerized maintenance management software that interfaces with City facility environmental controls. Extending the Honeywell agreement will ensure the continuation of timely, cost effective maintenance services, and will result in cost savings by utilizing the existing monitoring systems.

City staff selected Honeywell through a formal solicitation process in 2013 and City Council awarded a three (3) year HVAC service agreement effective July 1, 2013. In 2016, City Council approved a two (2) year extension to this agreement, which ends June 30, 2018. City staff is recommending an additional two (2) year extension expiring June 30, 2020 for an amount Not-to-Exceed \$454,272. Staff recommends City Council approve this contract extension under the sole source provisions of the City's purchasing ordinance because Honeywell is utilizing proprietary monitoring equipment, has intricate knowledge of City facilities, and stocks specific parts needed for maintenance and repairs.

ATTACHMENTS

A. Resolution 2018/**

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A SOLE SOURCE/BRAND REQUEST FOR HVAC SERVICES AND
AMENDING THE 2013 HVAC SERVICE AGREEMENT WITH HONEYWELL
BUILDING SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE
AN EXTENSION OF THE EXISTING SERVICE AGREEMENT FOR AN ADDITIONAL
PERIOD OF TWO (2) YEARS**

WHEREAS, staff has negotiated an additional two (2) year extension of the existing HVAC service agreement with Honeywell Building Solutions to continue providing maintenance, monitoring, and repair services for the City's HVAC equipment and building management system; and

WHEREAS, Honeywell Building Solutions computerized maintenance management system (EBI) remotely interfaces with environmental controls of the various facilities throughout the City, minimizing operational and maintenance costs while maximizing service response and productivity; and

WHEREAS, Honeywell Building Solutions maintains an inventory of spare parts on their service trucks unique to our systems which ensures timely repairs and the continued occupancy of City facilities.

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves a sole source/brand request for HVAC services to Honeywell Building Solutions, approves amending the 2013 HVAC Service Agreement with Honeywell Building Solutions and authorizes the City Manager to execute a Service Agreement to extend the existing services for an additional period of two (2) years, ending June 30, 2020, in the amount not to exceed \$454,272 from July 1, 2018 to June 30, 2020, in a form to be approved by the City Attorney.

* * * * *

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 12th day of June, 2018 by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Authorization to Amend the Fiscal Year 17/18 Budget to Include an Increase of \$17,580 for the CRW - Permit Tracking Software Upgrade to add a GIS Module.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a budget increase of \$17,580 for the CRW – Permit Tracking Software upgrade to add a GIS Module.

STRATEGIC PURPOSE

This action will accomplish Strategic Plan Strategy G-4 Streamline Entitlement and Permit Processes and Long Term Goal H – Planning, Entitlement and Permitting: Provide consistent and efficient entitlement, permitting and development services to the public as well as Strategy H-1 – Improve the City's Business Processes

FISCAL IMPACT

The Building Inspection Services Division collects a 2% Technology Fee with each building permit issued. This fee was established to keep up with the technology related to issuance of permits, plan review and public access. Approximately \$162,074 has been collected since inception of the fee and \$60,000 of that was allocated for this upgrade in the 2015 fiscal year.

This action increases the contract amount by \$17,580 for a total of \$77,580. The expenditure increase was not approved in the fiscal year 2017/2018 budget and therefore requires a budget adjustment. The attached resolution includes action to increase the budget allocation by \$17,580.

DISCUSSION

The CRW upgrade was initially approved in the 2014/2015 fiscal year budget. Due to other large software upgrade projects City wide, it was necessary to postpone the implementation to a later date. In December 2017 we began interfacing with Superior to provide the needed upgrade services. During the overview of the program enhancements, it became evident that the GIS Module was a necessary and beneficial addition to our software.

Staff is requesting an additional \$17,580 from the collected Technology funds to purchase a GIS software module that will automate changing records. This software addition will allow Community Development to automatically update APN changes and property ownership changes. In doing so, substantial staff time will be saved across multiple divisions from manually updating and maintaining individual records. This results in more accurate record keeping and enables staff to be more efficient working with various record changes.

It should be noted that Planning and Code Enforcement also utilize this software as well as Public Works in the preparation of Encroachment permits. Parcel and ownership information is critical to the daily workings of the entire Department.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2018/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 17/18 BUDGET IN THE AMOUNT OF \$17,580 FOR THE PURPOSE OF ADDING A GIS MODULE TO THE CRW PERMIT TRACKING SOFTWARE UPGRADE FOR A TOTAL CONTRACT AMOUNT OF \$77,580

WHEREAS, on November 13, 2014 the City Council of the City of Antioch approved a \$60,000 allocation of Technology funds for the purpose of upgrading the CRW Permit Tracking software; and

WHEREAS, the purchase of this GIS Module will allow Community Development to automatically update APN changes and property ownership changes; and

WHEREAS, all Divisions of the Community Development Department will benefit from this enhancement

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the amendment to the fiscal year 17/18 budget in the amount of \$17,580 for the purpose of adding a GIS module to the CRW permit tracking software upgrade for a total contract amount of \$77,580.

* * * * *

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 12th day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tracy Tope, Junior Engineer *MT*

REVIEWED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: Lynne B. Filson, Assistant City Engineer II *LB*

SUBJECT: Resolution Accepting and Adopting the Proposed Five-Year Capital Improvement Program 2018-2023 (P.W. 150-18)

RECOMMENDED ACTION

It is recommended that the City Council conduct a Public Hearing to adopt the attached resolution approving the City's Five-Year Capital Improvement Program 2018-2023 and amending the FY2017-18 and FY2018-19 Operating Budgets.

STRATEGIC PURPOSE

This program will support Strategy N-2 by developing a long-range plan for public improvements that achieves financial stability based on the City's funding revenue projections; and Strategy K-1 by providing funds for projects that will maintain City public facilities.

FISCAL IMPACT

Project budgets for the FY2017-18 and FY2018-19 fiscal years are included in the adopted budgets based on the 2017-2022 Five-Year Capital Improvement Program approved last year. Some of the project's budgets now need to be revised and amended. Projects in the outlying years of the Five-Year Capital Improvement Program 2018-2023 (CIP) are included for planning purposes.

DISCUSSION

The attached CIP outlines the expenditure and revenue projections provided for planning purposes only. Any California Environmental Quality Act (CEQA) requirements will be determined on a project by project basis prior to final approval and construction of each project.

California Government Code Section §66002 states that local agencies that have developed a fee program may adopt a Capital Improvement Program to indicate the approximate location, size and timing of projects. In addition to an estimate for the cost of all facilities or improvements to be financed by fees, the Capital Improvement Program shall be adopted by, and shall be annually updated by, a resolution of the governing body of the local agency at a noticed public hearing.

On May 2nd the City Planning Commission reviewed and determined that the Draft Five-Year Capital Improvement Program 2018-2023, including the Development Impact Fees and Park-In-Lieu/Quimby Act Fees, is consistent with the Antioch General Plan. Staff made a presentation at the April 19th Parks and Recreation Commission meeting.

At the May 22nd City Council special meeting, staff provided a public presentation of the Draft CIP and received comments from Council members.

ATTACHMENTS

- A: Resolution of the City Council of the City of Antioch Approving and Adopting the Five-Year Capital Improvement Program 2018-2023
- B: Draft Five-Year Capital Improvement Program 2018-2023

ATTACHMENT "A"

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AND ADOPTING THE 2018-2023 FIVE-YEAR CAPITAL
IMPROVEMENT PROGRAM AND AMENDING THE FY2017-18 AND FY2018-19
OPERATING BUDGETS
P.W. 150-18**

WHEREAS, California Government Code Section §66002 states that local agencies that have developed a fee program may adopt a Capital Improvement Program to indicate the approximate location, size and timing of projects, in addition to an estimate for the cost of all facilities or improvements to be financed by fees; and

WHEREAS, the City Manager of the City of Antioch, in accordance with Antioch Municipal Code, Title 2, Section 2-2.06(B)(7), has submitted to the City Council the proposed 2018-2023 Capital Improvement Program; and

WHEREAS, the City Council of the City of Antioch has heretofore considered said Five-Year Capital Improvement Program 2018-2023; and

WHEREAS, the City Council of the City of Antioch approves the amendments to the FY2017-18 and FY2018-19 Operating Budgets based on the Five-Year Capital Improvement Program 2018-2023; and

WHEREAS, the City Council did receive, consider and evaluate all public comments on the Five-Year Capital Improvement Program 2018-2023 document as submitted by the City Manager; and

WHEREAS, pursuant to 14 CCR Section §15378, a project under the California Environmental Quality Act (CEQA) does not include government fiscal activities like the budget and Capital Improvements Program, as each project in the Capital Improvements Program will be reviewed for compliance with CEQA before the project is undertaken and a determination made whether the project is not a project under CEQA, such as for continuing maintenance; is a project but is subject to an exemption; is a project but there is not a possibility of significant environmental impacts; or is a project and an Initial Study should be conducted;

WHEREAS, the City of Antioch has prepared the 2018-2023 Five-Year Capital Improvement Program, allowed public review and held the appropriate public hearing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby adopts the Five-Year Capital Improvement Program 2018-2023 as presented.

* * * * *

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 12th day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH.

CITY OF ANTIOCH 5 YEAR CAPITAL IMPROVEMENT PROGRAM 2018-2023

DRAFT JUNE 12, 2018

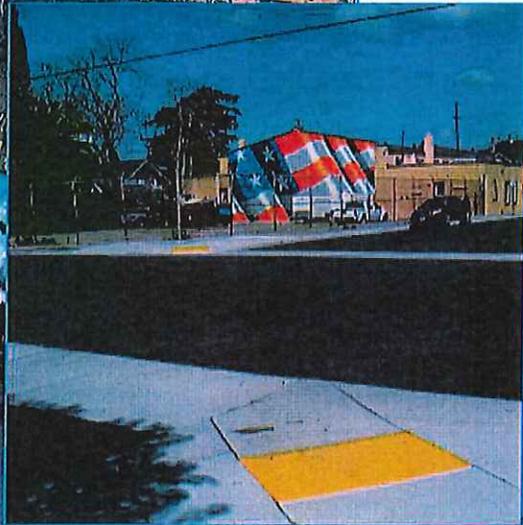
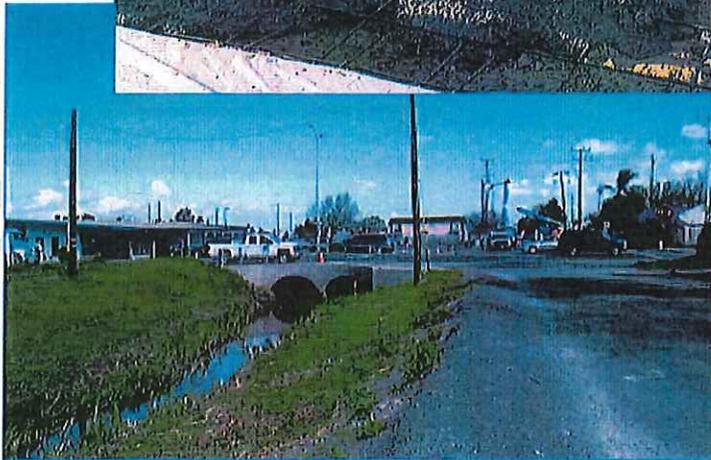
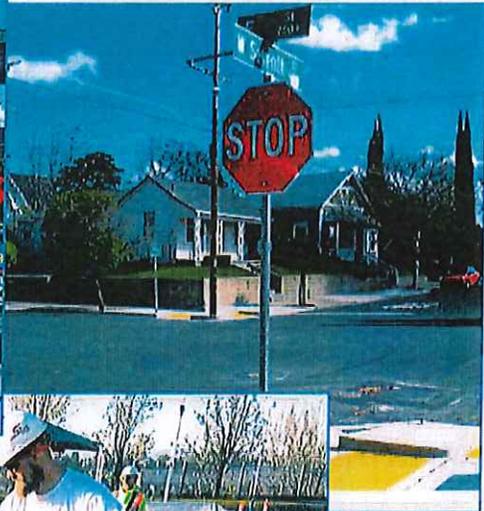


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SECTION III: PROJECT DETAILS

Capital Improvement Program Overview

Program Objective

The primary objectives of the City of Antioch's Capital Improvement Program (CIP) are:

- To provide professional and technical engineering services and support to all City Departments related to facility expansions and improvements, infrastructure rehabilitation and development.
- To provide leadership in implementing Federal, State and Local programs.

The CIP relates the City's annual capital expenditures to a long-range plan for public improvements. California Government Code Section 66002 requires local agencies that have developed a fee program to provide the approximate location, size and timing of projects, in addition to an estimate for the cost of all facilities or improvements to be financed by fees. This is frequently done by the adoption of a CIP and is the process Antioch uses to meet this requirement.

The Capital Improvement Budget document is different from the Operating Budget document, but the two budgets are closely linked. The Capital Improvement Budget, as distinguished from the Operating Budget, is used as a planning tool by the City to identify specific Capital Improvement needs consistent with the financing and timing of those needs in a way that assures the most responsible and efficient use of resources.

Projects within the City's CIP are allocated over five years using both existing and projected revenue sources. The CIP staff:

- In consultation with other departments, determines upcoming capital needs.
- Prepares bid packages (plans, specifications, and estimates) for the needed projects or prepares procurement documents, as needed.
- Provides project management and oversight during and after construction.

The CIP is a five-year plan to guide the construction or acquisition of capital improvements and includes the capital budget for the upcoming fiscal year. The CIP is reviewed annually by the City's Parks and Recreation Commission and the Planning Commission to assure its consistency with the City's current General Plan and by the City Council to reassess projects in the program. Project expenditures for outlying years beyond the one-year approval are provided in the CIP for planning purposes only and do not reflect a Council commitment of funds.

CIP Division Personnel:

Lynne Filson	Assistant City Engineer II
Scott Buenting	Project Manager
Tracy Tope	Junior Engineer
Sal Rodriguez	Senior Engineering Technician
Lori Medeiros	Administrative Analyst

CIP Process

The CIP is developed as a coordinated effort between the CIP staff and the Director of Finance.

The annual CIP process begins with a memo and a CIP Project Request form sent out to all City departments requesting proposals for capital projects. New CIP project requests are evaluated and prioritized based on goals and objectives of the City Council, as well as available funding, consequences of not completing the project, and the impacts on the operating budget. Some projects have specified funding sources, such as assessment districts, Federal and State grants or special fees.

The Draft CIP is prepared by Capital Improvement staff and reviewed by the Finance Department before being circulated and presented to the Parks & Recreation Commission, the Planning Commission, and the City Council as part of the annual review. The Final CIP budget is presented to the City Council in June for adoption.

Capital Improvement Program Categories



Community Facilities

This category includes new and renovated public buildings, as well as the Marina. The majority of the projects in this category are located in the City's former redevelopment areas.



Parks & Trails

This category includes improvements and renovations for local and community parks, open space, and trails in the City.



Roadway Improvements

This category includes new streets, street widening, street rehabilitation, grade separations, bridges, the overlay programs, sidewalk repair program, and the City's Pavement Management System.



Traffic Signals

This category includes new traffic signals and signal modifications throughout the City.



Wastewater and Storm Drain Systems

This category includes extensions, replacements, rehabilitations and modifications of the sewer and storm drain system.



Water Systems

This category includes projects related to the Water Treatment Plant, and extensions, replacements, and rehabilitations and modifications of the water distribution system.

Source of Funding

Fund Name	Fund Description
Capital Improvement Fund	<p>This fund was established to set aside money from the General Fund for any Capital Improvement project not provided for in one of the other funds, such as parks and community facilities improvement projects. Revenue sources for this fund are annexation fees and the proceeds of the sales of surplus properties. The City may transfer General Fund dollars to the Capital Improvement Fund as funding becomes available. Decisions to transfer funds from various funding sources to the Capital Improvement Fund are made annually by the City Council.</p>
Road Maintenance and Rehabilitation Account (RMRA) Fund	<p>The California SB1 Act included RMRA funding to support maintenance and safety improvements on highways, local streets and roads, and bridges that do not meet state performance criteria.</p>
Gas Tax Fund	<p>The City receives gas tax funds from the State of California, as provided by the State Street and Highways Code. The gas tax funds are limited to research, planning, construction, improvement, maintenance, and operation of public streets. The city also uses these funds to pay for maintenance and operation of streetlights.</p>
Prop 1B Fund	<p>These are one time funds provided by the San Joaquin Joint Powers Authority for the rehabilitation of the Amtrak Station.</p>

Fund Name	Fund Description
Marina Fund	This fund accounts for the operation, including capital improvements, of the City's Marina and the Fulton Shipyard Boat Ramp. Funds are collected from lease agreements, berth rentals and launch fees.
Measure "J" Return to Source	The source of money for this fund is the voter approved one-half cent sales tax. Provided the City has complied with the Growth Management Program, each year the City receives return to source funding from the Contra Costa Transportation Authority to be used for transportation improvement and maintenance projects.
Low and Moderate Income Housing Fund	This fund was for the Redevelopment tax increment, which no longer exists due to the dissolution of Redevelopment.
Traffic Signal Fund	Fees are collected from developers to fund offsite traffic signals.
Water & Sewer Related Reserve Funds	<p>The City collects user fees and hook-up fees to fund offsite water and sewer facility improvements. The fees are placed into one of the following four funds:</p> <ul style="list-style-type: none"> • Water Fund • Sewer Fund • Water Facilities Expansion Fund • Sewer Facilities Expansion Fund
National Pollutant Discharge Elimination System Fund (NPDES)	The National Pollutant Discharge Elimination System was mandated by the Clean Water Act of 1987 to reduce storm water related pollution. The program is funded by a parcel assessment.

Fund Name	Fund Description
Funding Agreement for the Northeast Annexation Infrastructure Improvement	In 2013 the City entered into a reorganization and property tax revenue allocation agreement with Contra Costa County for the annexation of the northeast area. Per the agreement, the City will receive property tax revenue from the Contra Costa County for a portion of the construction of the infrastructure improvements needed within the northeast annexation area. The City also contributes a portion to this fund.

Approved Grant Funding

Grant Name	Grant Description
Congestion Mitigation Air Quality (CMAQ)	CMAQ funds are federal funds used to reduce emission from vehicle travel and provide alternatives to driving alone. Signal timing is another example of emission reduction.
Highway Bridges Repair and Replacement (HBRR)	This money is for renovation and replacement of substandard bridges only.
Community Development Block Grant Fund (CDBG)	This fund accounts for grant funds received from the Federal Government for the purpose of developing community programs and urban renewal projects.
Hazard Elimination Safety (HES)	These funds are available for upgrading high accident locations on major arterial.
Transportation Development Act (TDA)	TDA provides state funding from sales taxes, to each county and city, for transit operations and bicycle facilities.

Grant Name

Grant Description

Active Transportation Program (ATP)

Funding under this program is intended to encourage increased use of active modes of transportation, such as biking and walking. Safe Routes to School is now included in this grant program.

Surface Transportation Program (STP)

The program provides funding for construction projects to help preserve local streets and roads, such as rehabilitation, resurfacing, restoration and roadway improvements.

Division of Boating & Waterways (DBW)

State Department of Parks and Recreation, DBW may grant funds to a county, city, district, or other public agency for the construction and development of small craft launching facilities.

Proposition 1E Storm Water Flood Management Grant

The storm water management portion of Proposition 1E is designed for projects that manage storm water runoff to reduce flooding and are ready, or nearly ready to proceed to implementation. The Storm Water Flood Management Grants are being disbursed to local agencies through the Integrated Regional Water Management (IRWM) Grant program and provides a 50 percent cost match for the project.

Cal - Recycle

CalRecycle's tire grant programs are designed to encourage activities that promote reducing the number of waste tires going to landfills for disposal and eliminating the stockpiling of waste tires. The Rubberized Pavement Grant Program, formerly called the Rubberized Asphalt Concrete Grant Program, provides assistance to local governments to fund rubberized asphalt concrete (RAC) projects including hot mix and chip seal.

Grant Name

Grant Description

One Bay Area Grant Program (OBAG 2)

The One Bay Area Grant Program (OBAG 1) was adopted by MTC in 2012 to guide \$827 million in federal funds over the five year period from 2012-13 through 2016-17. OBAG 2 is the second round of OBAG funding and is projected to total roughly \$916 million to fund projects from 2017-18 through 2021-22. The OBAG 2 program is divided into a Regional Program, managed by MTC, and County Program, managed by the nine Bay Area Congestion Management Agencies (CMAs). The County Program is \$386 million over 5 years.

Cities and counties can use these funds to invest in:

- Local street and road maintenance
- Streetscape enhancements
- Bicycle and pedestrian improvements
- Safe Routes to School projects
- Priority Conservation Areas (PCAs)
- Transportation planning

Special Funds

Roadway Maintenance Projects

The City of Antioch has approximately 316.58 centerline miles of roadway or 680.34 Lane Miles within City limits.

As part of the City Pavement Management System Program, the City of Antioch selected a pavement management consultant to perform a Pavement Management Update for the City by inspecting the pavement conditions of arterial, collector and residential streets.

The 2017 Pavement Management System Report rated the City's overall network condition as a 71 PCI (Pavement Condition Index). The PCI is a value on a rating scale from 0 to 100 (where 100 is equivalent to a new street). Approximately 64.5% of City streets have a PCI of 70 or greater ("Very Good"). According to the 2017 Pavement Management System Report, the City's current backlog (deferred maintenance) is \$52.9 million. Backlog is defined as the unfunded needs to bring the overall network condition to optimum levels (81-82 PCI).

In addition to the City's Capital Improvement Program funds allocated to roadway improvements projects, the City's Street Maintenance Division also contributes to roadway improvements each fiscal year by using gas tax revenue to resurface neighborhood streets, and repairing or paving utility service cuts and utility trenches.

The work is performed using a combination of City public work forces and private contractors as part of the City's local street and utility maintenance program.

Development Impact Fees and Park-In-Lieu Fees Projects

On March 25, 2014, City Council adopted the Development Impact Fees and Quimby Act/Park In-Lieu Fees, which become effective April 24, 2014. These fees are one-time charges on new development that are collected and used by the City to cover the cost of capital facilities and infrastructure that are required to serve new growth. Implementation of these future projects is based on the rate of growth, timing of fee collection, and full project funding. The following projects will occur beyond the five-year term of this document:

EXPENDITURES	COST ESTIMATE	FUNDING SOURCES	
		Development Impact Fees	FUTURE CIP (UNFUNDED)
General Administration Capital Facilities Needs			
City Hall	\$4,978,000	\$4,978,000	\$-
Land Purchase	\$124,000	\$124,000	\$-
Vehicles	\$161,000	\$161,000	\$-
Information Technology	\$237,000	\$237,000	\$-
Total	\$5,500,000	\$5,500,000	\$-
Public Works Capital Improvements Needs			
Maintenance Yard Area	\$914,000	\$914,000	\$-
Building Space	\$2,568,000	\$2,568,000	\$-
Garbage Ramps	\$102,000	\$102,000	\$-
PW Vehicles	\$1,777,000	\$1,731,000	\$46,000
Total	\$5,361,000	\$5,315,000	\$46,000
Police Capital Improvement Needs			
PD Facility	\$11,923,000	\$11,923,000	\$-
Vehicles	\$1,129,000	\$1,052,000	\$77,000
Other	\$1,529,250	\$1,260,000	\$269,250
Total	\$14,581,250	\$14,235,000	\$346,250
Parks & Recreation Capital Facility Needs			
Facilities	\$35,773,000	\$7,286,000	\$28,487,000
New Community Center	\$17,761,000	\$14,498,000	\$3,263,000
New Library	\$31,872,000	\$6,492,000	\$25,380,000
Total	\$85,406,000	\$28,276,000	\$57,130,000
GRAND TOTAL	\$110,848,250	\$53,326,000	\$57,522,250

Projects Completed in Fiscal Year 17/18

Community Facilities	Expense
Marina Kayak Launch Facility	\$35,000
Marina Parking Lot ADA Access Improvements	\$80,000
Prewett Park Concrete Improvements	\$200,000
Total	\$315,000
Roadway Improvements	Expense
CDBG Downtown Roadway Pavement Rehabilitation, Phase 7	\$1,500,000
2017 Sidewalk Repair Program	\$300,000
Total	\$1,800,000
Traffic Signals	Expense
Traffic Signals at Folsom/Wild Horse & W. 10 th Street/L Street	\$385,000
Total	\$385,000
Wastewater & Storm Drain System	Expense
Sanitary Sewer Main Trenchless Rehabilitation and Facilities Installation	\$2,000,000
Total	\$2,000,000
Water Systems	Expense
Water Treatment Plant Improvements	\$200,000
Water Treatment Plant Operations	\$950,000
River Pumping Station Evaluation	\$50,000
Urban Water Management Plan	\$70,000
Watershed Sanitary Survey	\$30,000
Municipal Reservoir Flood Inundation Mapping and Emergency Action Plan	\$35,000
Total	\$1,335,000
Projects Completed Grand Total	\$5,835,000

Projects in Progress

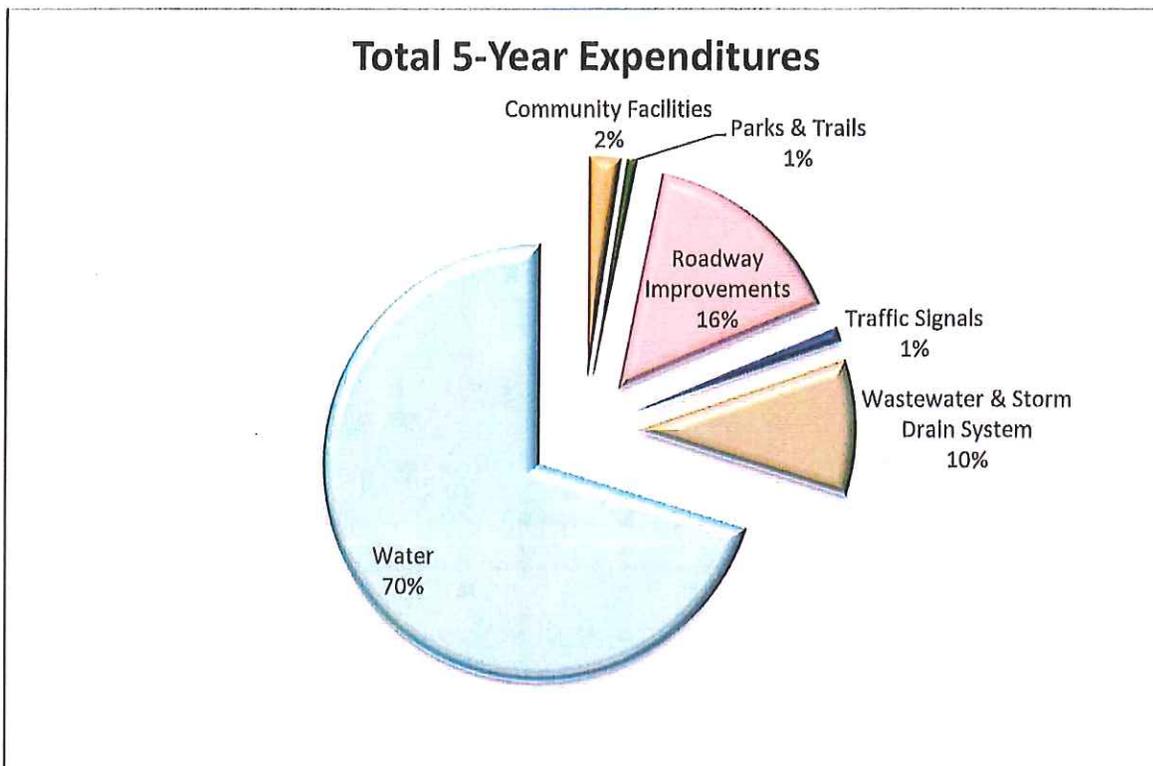
Community Facilities	Cost Estimate
Marina Launch Ramp Restroom Facility	\$400,000
Total	\$400,000
Roadway Improvements	Cost Estimate
Transportation Impact Fee Study	\$180,000
Pedestrian/ADA Improvements	\$1,625,000
L Street Improvements	\$1,100,000
Hillcrest Ave. Left Turn at Wild Horse Rd.	\$230,000
2018 Sidewalk Repair Program	\$320,000
Lone Tree Way/Golf Course Road Pavement Resurfacing	\$1,800,000
Total	\$5,255,000
Wastewater & Storm Drain System	Cost Estimate
Sewer Main Improvements Program	\$150,000
Sewer Facility Rehabilitation Program	\$150,000
Sewer Main Trenchless Rehabilitation & Facilities Installation	\$800,000
West Antioch Creek Channel Improvements	\$7,000,000
Northeast Annexation Infrastructure Improvements	\$2,500,000
Trash Capture Devices	\$100,000
Total	\$10,700,000
Water Systems	Cost Estimate
Water Treatment Plant Disinfection Improvements	\$3,000,000
Water Studies and Planning	\$375,000
Cathodic Protection Improvements	\$250,000
Water Treatment Plant Drainage Capture	\$100,000
River Pumping Station Rehabilitation	\$250,000
Brackish Water Desalination	\$64,000,000
Total	\$67,975,000
Projects In Progress Grand Total	\$84,330,000

Projects Added to the CIP

Community Facilities	Cost Estimate
Amtrak Station Improvements	\$300,000
Marina Basin Dredging	\$500,000
Contra Loma Basketball Courts	\$150,000
Total	\$950,000

2018-2023 CIP Projected Capital Expenditures

Program Category	Revised FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Community Facilities	\$785	\$1,650	\$500	\$0	\$0	\$0
Parks & Trails	\$0	\$350	\$50	\$300	\$0	\$300
Roadway Improvements	\$4,064	\$3,910	\$1,700	\$6,320	\$1,950	\$1,480
Traffic Signals	\$428	\$0	\$0	\$0	\$400	\$500
Wastewater & Storm Drain System	\$6,395	\$3,700	\$600	\$600	\$600	\$600
Water	\$8,355	\$35,055	\$35,885	\$2,435	\$2,510	\$3,315
Total (\$ in thousands)	\$20,027	\$44,665	\$38,735	\$9,655	\$5,460	\$6,195



2018 – 2023 CIP Funding Sources Summary

Funding Source	Revised						Total
	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	
Capital Improvement Funds							
AD 27/31	\$379	\$0	\$0	\$0	\$0	\$0	
Annexation Funding Agreement	\$288	\$2,500	\$0	\$0	\$0	\$0	
Flood Dist Drainage Area Fund	\$830	\$0	\$0	\$0	\$0	\$0	
Hillcrest AD 26	\$230	\$0	\$0	\$0	\$0	\$0	
Prop 1B Fund	\$0	\$300	\$0	\$0	\$0	\$0	
RMRA	\$0	\$0	\$0	\$0	\$0	\$0	
	\$1,727	\$2,800	\$0	\$0	\$0	\$0	\$4,527
Enterprise Funds							
Franchise Fee Fund	\$400	\$1,000	\$0	\$0	\$0	\$0	
Sewer Fund	\$1,129	\$1,050	\$450	\$450	\$450	\$450	
Sewer System Improvements Fund	\$439	\$150	\$150	\$150	\$150	\$150	
Water Fund	\$5,847	\$4,355	\$2,185	\$1,735	\$1,810	\$2,615	
Water System Improvements Fund	\$2,608	\$800	\$800	\$800	\$800	\$800	
	\$10,423	\$7,355	\$3,585	\$3,135	\$3,210	\$4,015	\$31,723
Grant Funds							
Cal Recycle	\$0	\$350	\$0	\$0	\$0	\$0	
CDBG Fund	\$1,326	\$300	\$250	\$250	\$250	\$250	
DBW Grant	\$100	\$300	\$0	\$0	\$0	\$0	
OBAG- Local Street & Road	\$0	\$0	\$0	\$2,470	\$0	\$0	
OBAG- Safe Route to School	\$0	\$0	\$0	\$1,223	\$0	\$0	
Prop 1E Grant	\$2,997	\$10,000	\$0	\$0	\$0	\$0	
TDA Grant	\$70	\$0	\$0	\$0	\$0	\$0	
	\$4,493	\$10,950	\$250	\$3,943	\$250	\$250	\$20,136
Special Revenue Funds							
Delta Fair Fund	\$0	\$100	\$50	\$50	\$0	\$50	
Gas Tax	\$375	\$230	\$150	\$180	\$150	\$180	
Measure J	\$1,863	\$2,880	\$1,100	\$1,997	\$1,350	\$850	
NPDES	\$433	\$100	\$100	\$100	\$100	\$100	
Park In Lieu Fund	\$0	\$250	\$0	\$250	\$0	\$250	
Traffic Signal Fund	\$428	\$0	\$0	\$0	\$400	\$500	
	\$3,099	\$3,560	\$1,400	\$2,577	\$2,000	\$1,930	\$14,566
Unfunded	\$285	\$20,000	\$33,500	\$0	\$0	\$0	
Total (\$ in thousands)	\$20,027	\$44,665	\$38,735	\$9,655	\$5,460	\$6,195	\$70,952

Community Facilities



Project No.	Project Title	Funding Source	Revised FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
7015	Marina Launch Ramp Restroom Facility							
<i>Project Status:</i>	<i>Under Construction</i>	DBW Grant	\$100	\$0	\$0	\$0	\$0	\$0
Total Funding			\$100	\$0	\$0	\$0	\$0	\$0
7928	Amtrak Station Improvements							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Prop 1B Funds	\$0	\$300	\$0	\$0	\$0	\$0
Total Funding			\$0	\$300	\$0	\$0	\$0	\$0
7929	Marina Basin Dredging							
<i>Project Status:</i>	<i>Not Initiated</i>	Unfunded	\$0	\$0	\$500	\$0	\$0	\$0
Total Funding			\$0	\$0	\$500	\$0	\$0	\$0
7020	Council Chambers Interior Remodel							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Franchise Fee Fund	\$400	\$1,000	\$0	\$0	\$0	\$0
Total Funding			\$400	\$1,000	\$0	\$0	\$0	\$0
Total Community Facilities Funding			\$500	\$1,300	\$0	\$0	\$0	\$0

*Funding amounts given in thousands of dollars

Parks and Trails



Project No.	Project Title	Funding Source	Revised FY					
			17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
7018	Park Facilities Upgrade							
<i>Project Status:</i>	<i>Ongoing</i>	Delta Fair Fund	\$0	\$0	\$50	\$50	\$0	\$50
		Park In Lieu Fund	\$0	\$250	\$0	\$250	\$0	\$250
Total Funding			\$0	\$250	\$50	\$300	\$0	\$300
7930	Contra Loma Basketball Courts							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Delta Fair Fund	\$0	\$150	\$0	\$0	\$0	\$0
Total Funding			\$0	\$150	\$0	\$0	\$0	\$0
Total Parks and Trails Funding			\$0	\$400	\$50	\$300	\$0	\$300

Roadway Improvements



Project No.	Project Title	Funding Source	Revised FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
7355	Pedestrian/ADA Improvements							
<i>Project Status:</i>	<i>Ongoing Program</i>	Measure J	\$1,688	\$0	\$150	\$150	\$150	\$150
		TDA Grant	\$70	\$0	\$0	\$0	\$0	\$0
Total Funding			\$1,758	\$0	\$150	\$150	\$150	\$150
7358	Sidewalk Repair Program							
<i>Project Status:</i>	<i>Ongoing Program</i>	Gas Tax	\$120	\$150	\$150	\$150	\$150	\$150
		Sewer Fund	\$100	\$100	\$100	\$100	\$100	\$100
		Water Fund	\$100	\$100	\$100	\$100	\$100	\$100
Total Funding			\$320	\$350	\$350	\$350	\$350	\$350
7359	Pavement Management System Program							
<i>Project Status:</i>	<i>Ongoing Program</i>	Gas Tax	\$19	\$30	\$0	\$30	\$0	\$30
Total Funding			\$19	\$30	\$0	\$30	\$0	\$30
7362	Pavement Preventative Maintenance Program							
<i>Project Status:</i>	<i>Ongoing Program</i>	Cal Recycle	\$0	\$350	\$0	\$0	\$0	\$0
		Gas Tax	\$36	\$0	\$0	\$0	\$0	\$0
		Measure J	\$0	\$0	\$700	\$700	\$700	\$700
		Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0
Total Funding			\$36	\$350	\$700	\$700	\$700	\$700
7363	Hillcrest Ave. Left Turn at Wild Horse Road							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Hillcrest AD 26	\$230	\$0	\$0	\$0	\$0	\$0
Total Funding			\$230	\$0	\$0	\$0	\$0	\$0
7448	Transportation Impact Fee Study							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Measure J	\$50	\$0	\$0	\$20	\$0	\$0
Total Funding			\$50	\$0	\$0	\$20	\$0	\$0
7746	CDBG Downtown Roadway Rehabilitation Program							
<i>Project Status:</i>	<i>Ongoing Program</i>	CDBG Fund	\$1,326	\$300	\$250	\$250	\$250	\$250
		Gas Tax	\$200	\$0	\$0	\$0	\$0	\$0
		Measure J	\$50	\$0	\$0	\$0	\$0	\$0
Total Funding			\$1,576	\$300	\$250	\$250	\$250	\$250
7751	Lone Tree Way / Golf Course Road Pavement Resurfacing							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Measure J	\$50	\$2,200	\$0	\$0	\$0	\$0
Total Funding			\$50	\$2,200	\$0	\$0	\$0	\$0
7920	Hillcrest Avenue/E 18th Street Median Landscape							
<i>Project Status:</i>	<i>Not Initiated</i>	Measure J	\$0	\$0	\$0	\$0	\$500	\$0
Total Funding			\$0	\$0	\$0	\$0	\$500	\$0

*Funding amounts given in thousands of dollars

Roadway Improvements



Project No.	Project Title	Funding Source	Revised FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
7925	L Street Improvements							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Measure J	\$25	\$0	\$250	\$1,127	\$0	\$0
		OBAG- Safe Route to School	\$0	\$0	\$0	\$1,223	\$0	\$0
Total Funding			\$25	\$0	\$250	\$2,350	\$0	\$0
7927	2018 Pavement Rehabilitatons							
<i>Project Status:</i>	<i>Not Initiated</i>	Measure J	\$0	\$530	\$0	\$0	\$0	\$0
		OBAG- Local Street & Road	\$0	\$0	\$0	\$2,470	\$0	\$0
Total Funding			\$0	\$530	\$0	\$2,470	\$0	\$0
Total Roadway Improvements Funding			\$4,064	\$3,760	\$1,700	\$6,320	\$1,950	\$1,480

Traffic Signals



Project No.	Project Title	Funding Source	Revised FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
7447	New Traffic Signals-James Donlon Blvd.							
<i>Project Status:</i>	<i>Not Initiated</i>	Traffic Signal Fund	\$0	\$0	\$0	\$0	\$0	\$500
Total Funding			\$0	\$0	\$0	\$0	\$0	\$500
7450	Traffic Signal: Contra Loma /Longview							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Traffic Signal Fund	\$428	\$0	\$0	\$0	\$400	\$0
Total Funding			\$428	\$0	\$0	\$0	\$400	\$0
Total Traffic Signals Funding			\$428	\$0	\$0	\$0	\$400	\$500

*Funding amounts given in thousands of dollars

Wastewater & Storm Drain Systems



Project No.	Project Title	Funding Source	Revised FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
7724	Sewer Main Improvements Program							
<i>Project Status:</i>	<i>Ongoing Program</i>	Sewer System Imp. Fund	\$439	\$0	\$150	\$150	\$150	\$150
Total Funding			\$439	\$0	\$150	\$150	\$150	\$150
7736	Sewer Facility Rehabilitation Program							
<i>Project Status:</i>	<i>Ongoing Program</i>	Sewer Fund	\$196	\$150	\$150	\$150	\$150	\$150
Total Funding			\$196	\$150	\$150	\$150	\$150	\$150
7737	West Antloch Creek Channel Improvements							
<i>Project Status:</i>	<i>Under Construction</i>	AD 27/31	\$379	\$0	\$0	\$0	\$0	\$0
		NPDES	\$233	\$0	\$0	\$0	\$0	\$0
		Prop 1E Grant	\$2,997	\$0	\$0	\$0	\$0	\$0
		Flood Dist Drainage Area Fund	\$830	\$0	\$0	\$0	\$0	\$0
Total Funding			\$4,439	\$0	\$0	\$0	\$0	\$0
7745	North East Antloch Annexation Infrastructure							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Annexation Funding Agreement	\$288	\$2,500	\$0	\$0	\$0	\$0
Total Funding			\$288	\$2,500	\$0	\$0	\$0	\$0
7750	Trash Capture Devices							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	NPDES	\$200	\$100	\$100	\$100	\$100	\$100
Total Funding			\$200	\$100	\$100	\$100	\$100	\$100
7923	Sewer Main Trenchless Rehabilitation							
<i>Project Status:</i>	<i>Ongoing Program</i>	Sewer Fund	\$833	\$800	\$200	\$200	\$200	\$200
Total Funding			\$833	\$800	\$200	\$200	\$200	\$200
Total Wastewater & Storm Drain Systems Funding			\$5,562	\$2,750	\$400	\$400	\$400	\$400

*Funding amounts given in thousands of dollars

Water System

Project No.	Project Title	Funding Source	Revised FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
7628	Water Main Replacement Program							
<i>Project Status:</i>	<i>Ongoing Program</i>	Water System Improvements Fund	\$1,608	\$0	\$800	\$800	\$800	\$800
Total Funding			\$1,608	\$0	\$800	\$800	\$800	\$800
7670	Water Treatment Plant Operations							
<i>Project Status:</i>	<i>Ongoing Program</i>	Water Fund	\$950	\$0	\$0	\$0	\$400	\$450
Total Funding			\$950	\$0	\$0	\$0	\$400	\$450
7672	Water Studies and Planning							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Water Fund	\$411	\$375	\$205	\$155	\$125	\$155
Total Funding			\$411	\$375	\$205	\$155	\$125	\$155
7674	Reservoir Rehabilitation							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Water Fund	\$0	\$0	\$0	\$1,100	\$900	\$600
Total Funding			\$0	\$0	\$0	\$1,100	\$900	\$600
7675	Water Treatment Plant Improvements							
<i>Project Status:</i>	<i>Ongoing Program</i>	Water Fund	\$115	\$330	\$530	\$380	\$285	\$260
Total Funding			\$115	\$330	\$530	\$380	\$285	\$260
7676	James Donlon Pump Station Upgrades							
<i>Project Status:</i>	<i>Not Initiated</i>	Water Fund	\$0	\$250	\$0	\$0	\$0	\$0
Total Funding			\$0	\$250	\$0	\$0	\$0	\$0
7677	Hillcrest Pump Station Rehabilitation							
<i>Project Status:</i>	<i>Not Initiated</i>	Water Fund	\$0	\$600	\$0	\$0	\$0	\$0
Total Funding			\$0	\$600	\$0	\$0	\$0	\$0
7682	Water Treatment Plant Solids Handling Improvements							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Water Fund	\$0	\$500	\$0	\$0	\$0	\$0
Total Funding			\$0	\$500	\$0	\$0	\$0	\$0
7684	Water Treatment Plant Drainage Capture							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Water Fund	\$0	\$100	\$0	\$0	\$0	\$0
Total Funding			\$0	\$100	\$0	\$0	\$0	\$0
7690	River Pumping Station Rehabilitation							
<i>Project Status:</i>	<i>Not Initiated</i>	Water Fund	\$250	\$0	\$0	\$0	\$0	\$1,000
Total Funding			\$250	\$0	\$0	\$0	\$0	\$1,000
7697	Water Treatment Plant Electrical Upgrade							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Water Fund	\$45	\$0	\$1,300	\$0	\$0	\$50
Total Funding			\$45	\$0	\$1,300	\$0	\$0	\$50
7698	Water Treatment Plant Disinfection Improvements							
<i>Project Status:</i>	<i>Under Construction</i>	Water Fund	\$2,853	\$0	\$0	\$0	\$0	\$0
		Water System Improvements Fund	\$1,000	\$0	\$0	\$0	\$0	\$0
Total Funding			\$3,853	\$0	\$0	\$0	\$0	\$0
7699	Brackish Water Desalination							
<i>Project Status:</i>	<i>Planning/Design Stage</i>	Unfunded	\$0	\$20,000	\$33,000	\$0	\$0	\$0
		Water Fund	\$873	\$0	\$0	\$0	\$0	\$0
		Prop 1E Grant	\$0	\$10,000	\$0	\$0	\$0	\$0
Total Funding			\$873	\$30,000	\$33,000	\$0	\$0	\$0

*Funding amounts given in thousands of dollars

Water System



Project No.	Project Title	Funding Source	Revised FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
7700	Cathodic Protection Improvements							
<i>Project Status:</i>	<i>Ongoing</i>	Water Fund	\$250	\$100	\$50	\$0	\$0	\$0
Total Funding			\$250	\$100	\$50	\$0	\$0	\$0
7702	Plant "A" Filter Valves Replacement							
<i>Project Status:</i>	<i>Not Initiated</i>	Water Fund	\$0	\$1,000	\$0	\$0	\$0	\$0
Total Funding			\$0	\$1,000	\$0	\$0	\$0	\$0
7703	Water Plant "A" Applied Channels							
<i>Project Status:</i>	<i>Not Initiated</i>	Water Fund	\$0	\$1,000	\$0	\$0	\$0	\$0
Total Funding			\$0	\$1,000	\$0	\$0	\$0	\$0
Total Water System Funding			\$7,945	\$33,075	\$34,055	\$2,055	\$2,225	\$2,005

*Funding amounts given in thousands of dollars

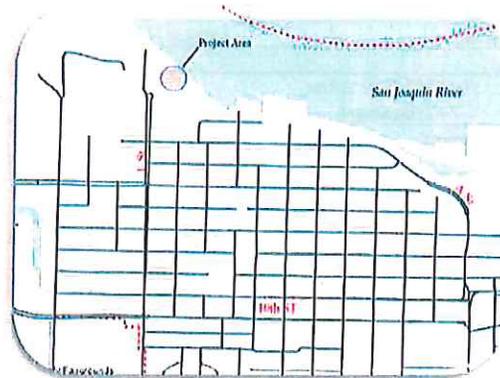
Marina Launch Ramp Restroom Facility

Project No: 7015

Location: Antioch Marina at the foot of L St.

Lead Department: Public Works

Estimated Completion: 2018



Project Description: The project will construct a new restroom facility at the new Marina Launch Ramp parking lot.

Justification: The bathroom will provide a dedicated facility for boaters using the launch ramp and will reduce the number of people attempting to use the Marina shop restrooms.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$40	\$0	\$0	\$0	\$0	\$0
Construction	\$60	\$300	\$0	\$0	\$0	\$0
Total	\$100	\$300	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
DBAW Grant	\$100	\$300	\$0	\$0	\$0	\$0
Total	\$100	\$300	\$0	\$0	\$0	\$0

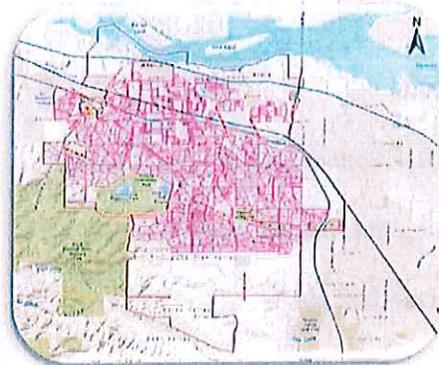
Park Facilities Upgrade

Project No: 7018

Location: Citywide

Lead Department: Public Works

Estimated Completion: 2018



Project Description: Funding will be used to upgrade aging parks, including installing new playground equipment.

Justification: Upgrades to community parks maintain a high quality of living for the residents of Antioch.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Construction	\$0	\$250	\$50	\$300	\$0	\$300
Total	\$0	\$250	\$50	\$300	\$0	\$300

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Delta Fair Fund	\$0	\$0	\$50	\$50	\$0	\$50
Park In Lieu Fund	\$0	\$250	\$0	\$250	\$0	\$250
Total	\$0	\$250	\$50	\$300	\$0	\$300

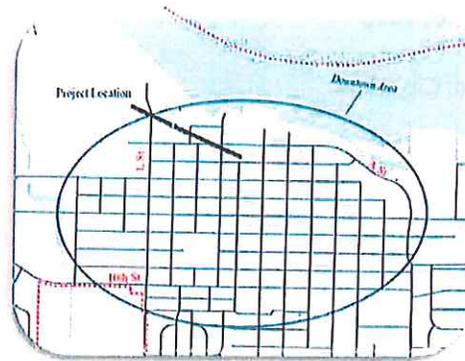
Council Chambers Interior Remodel

Project No: 7020

Location: City Hall Council Chambers at 200 H St.

Lead Department: Information Systems

Estimated Completion: 2018



Project Description: The project will improve public access at the Council Chambers through renovation and upgrades of the existing facility.

Justification: The existing facility was built in 1981 and has had minimal upgrades since. The project will include improvements to the seating and interior provided for public access and accommodations.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$180	\$0	\$0	\$0	\$0	\$0
Construction	\$320	\$1,000	\$0	\$0	\$0	\$0
Total	\$400	\$1,000	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Franchise Fee						
Fund	\$400	\$1,000	\$0	\$0	\$0	\$0
Total	\$400	\$1,000	\$0	\$0	\$0	\$0

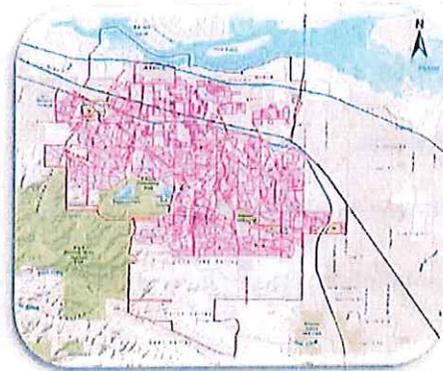
Pedestrian/ADA Improvements

Project No: 7355

Location: Citywide.

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: The project will construct new crosswalks, replace damaged sidewalks, widen existing sidewalks and install new curb ramps and detectable warning surfaces at each intersection.

Justification: The project will improve pedestrian access to nearby schools and provide new curb ramps to meet ADA standards.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$160	\$40	\$20	\$40	\$20	\$40
Construction	\$1,598	\$360	\$130	\$360	\$130	\$360
Total	\$1,758	\$400	\$150	\$400	\$150	\$400

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
TDA Grant	\$70	\$250	\$0	\$250	\$0	\$250
Measure J	\$1,688	\$150	\$150	\$150	\$150	\$150
Total	\$1,758	\$400	\$150	\$400	\$150	\$400

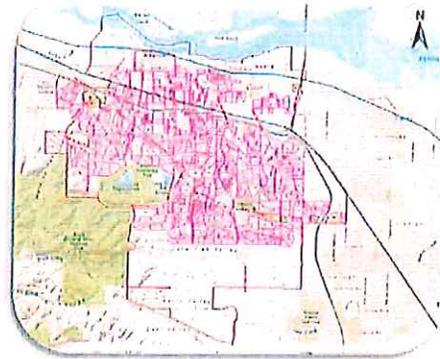
Sidewalk Repair Program

Project No: 7358

Location: Citywide.

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: The program contracts with a concrete contractor to remove and replace sidewalks that have been damaged or raised due to tree roots or due to utility service repair work. The program installs new curb ramps to bring the city in compliance with ADA.

Justification: Problems arising from age and landscape impacts have caused sections of curb, gutter and sidewalk to uplift, creating a pedestrian hazard. The program eliminates the risks of trip and fall incidents throughout the City.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$35	\$35	\$35	\$35	\$35	\$35
Construction	\$285	\$315	\$315	\$315	\$315	\$315
Total	\$320	\$350	\$350	\$350	\$350	\$350

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Gas Tax	\$120	\$150	\$150	\$150	\$150	\$150
Sewer Fund	\$100	\$100	\$100	\$100	\$100	\$100
Water Fund	\$100	\$100	\$100	\$100	\$100	\$100
Total	\$320	\$350	\$350	\$350	\$350	\$350

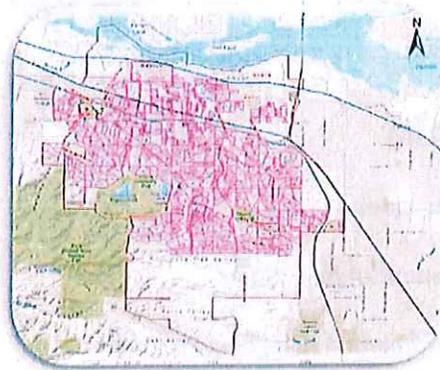
Pavement Management System Program

Project No: 7359

Location: Citywide.

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: The Pavement Management System program evaluates all the streets based on the pavement conditions and recommends pavement repair options. The Pavement Management Reports are due every two years.

Justification: A Pavement Management Plan is required as a condition of Measure "J" funding for streets.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$19	\$30	\$0	\$30	\$0	\$30
Total	\$19	\$30	\$0	\$30	\$0	\$30

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Gas Tax	\$19	\$30	\$0	\$30	\$0	\$30
Total	\$19	\$30	\$0	\$30	\$0	\$30

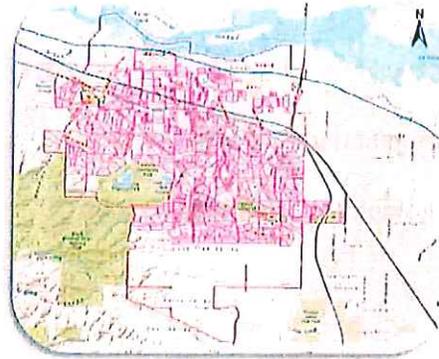
Pavement Preventative Maintenance Program

Project No: 7362

Location: Citywide.

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: The City Pavement Preventative Maintenance Program provides pavement preservation treatments such as cape seal, slurry seal and other preventative maintenance treatments to extend the road's life expectancy.

Justification: The program implements the Pavement Management System program and recommendations.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$5	\$30	\$60	\$60	\$60	\$60
Construction	\$31	\$320	\$640	\$640	\$640	\$640
Total	\$36	\$350	\$700	\$700	\$700	\$700

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Cal Recycle	\$0	\$350	\$0	\$0	\$0	\$0
Gas Tax	\$36	\$0	\$0	\$0	\$0	\$0
Measure J	\$0	\$0	\$700	\$700	\$700	\$700
Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$36	\$350	\$700	\$700	\$700	\$700

Hillcrest Ave. Left Turn at Wild Horse Road

Project No: 7363

Location: Hillcrest Avenue at Wild Horse

Lead Department: Public Works

Estimated Completion: 2018



Project Description: Extend the Hillcrest Avenue left turn pocket at Wild Horse Road.

Justification: Additional capacity is necessary for build out of the development to the east and future extension of Wild Horse Road to Slatten Ranch Road.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$20	\$0	\$0	\$0	\$0	\$0
Construction	\$210	\$0	\$0	\$0	\$0	\$0
Total	\$230	\$0	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Hillcrest AD 26	\$230	\$0	\$0	\$0	\$0	\$0
Total	\$230	\$0	\$0	\$0	\$0	\$0

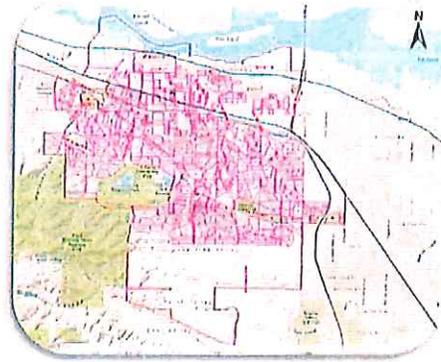
New Traffic Signals - James Donlon Blvd.

Project No: 7447

Location: James Donlon Blvd west of Somerville Rd

Lead Department: Public Works

Estimated Completion: 2022



Project Description: Install new traffic signals and interconnect system on James Donlon Blvd west of Somerville Road.

Justification: Developer has contributed \$500,000 of funding to the City for construction of two traffic signals on James Donlon Blvd.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$0	\$0	\$0	\$0	\$60
Construction	\$0	\$0	\$0	\$0	\$0	\$440
Total	\$0	\$0	\$0	\$0	\$0	\$500

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Traffic Signal Fund	\$0	\$0	\$0	\$0	\$0	\$500
Total	\$0	\$0	\$0	\$0	\$0	\$500

Transportation Impact Fee Study

Project No: 7448

Location: Citywide

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: The study will update the current traffic impact fee program.

Justification: The existing traffic signal fee program is used to finance the construction of traffic signal improvements. The new study will be expanded to include other transportation improvements needed to support new developments throughout the City.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$50	\$0	\$0	\$20	\$0	\$0
Total	\$50	\$0	\$0	\$20	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Measure J	\$50	\$0	\$0	\$20	\$0	\$0
Total	\$50	\$0	\$0	\$20	\$0	\$0

Traffic Signals: Wild Horse/Folsom and 10th/L, Contra Loma / Longview

Project No: 7450

Location: Contra Loma and Longview

Lead Department: Public Works

Estimated Completion: 2022



Project Description: Install new traffic signal at Contra Loma Blvd and Longview Road.

Justification: This intersection is congested and in need of a traffic signal.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$20	\$0	\$0	\$0	\$50	\$0
Construction	\$408	\$0	\$0	\$0	\$350	\$0
Total	\$428	\$0	\$0	\$0	\$400	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Traffic Signal Fund	\$428	\$0	\$0	\$0	\$400	\$0
Total	\$428	\$0	\$0	\$0	\$400	\$0

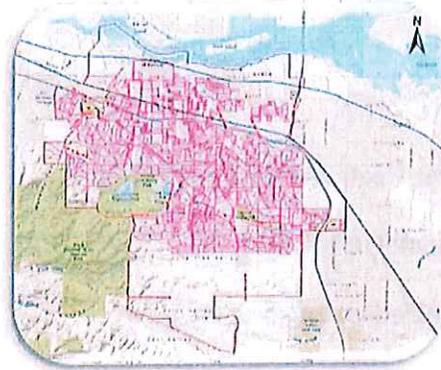
Water Main Replacement Program

Project No: 7628

Location: Citywide

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: The projects consists of replacing the existing water facilities as defined in the Water System Master Plan and as requested by Public Works Dept. to improve efficiency in the existing system.

Justification: Portions of the existing water system are aging and/or have experienced failures due to deterioration and are in need of replacement and upgrades.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$160	\$90	\$90	\$90	\$90	\$90
Construction	\$1,448	\$710	\$710	\$710	\$710	\$710
Total	\$1,608	\$800	\$800	\$800	\$800	\$800

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water System Improvements Fund	\$1,608	\$800	\$800	\$800	\$800	\$800
Total	\$1,608	\$800	\$800	\$800	\$800	\$800

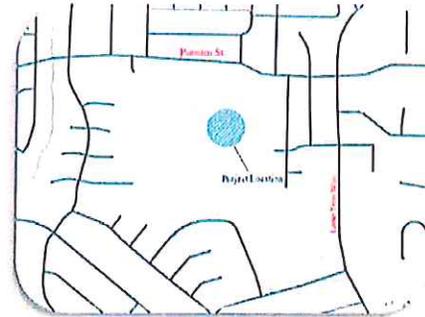
Water Treatment Plant Operations

Project No: 7670

Location: Water Treatment Plant on D Street

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: Replacement of granular activated carbon (GAC) filters of both "A" and "B" Plants at the Water Treatment Plant.

Justification: The GAC filters must be replaced every four to five years to perform efficiently.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$70	\$0	\$0	\$0	\$40	\$40
Construction	\$880	\$0	\$0	\$0	\$360	\$360
Total	\$950	\$0	\$0	\$0	\$400	\$450

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$950	\$0	\$0	\$0	\$400	\$450
Total	\$950	\$0	\$0	\$0	\$400	\$450

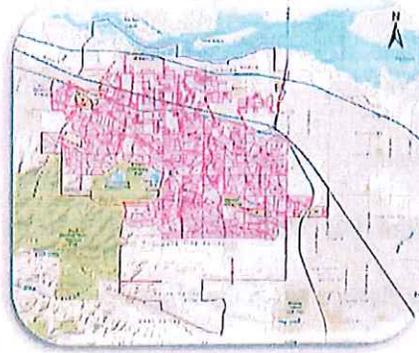
Water Studies and Planning

Project No: 7672

Location: Citywide

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: Prepare the following studies: Water System Master Plan, Water Rate Study, Risk Mgmt Plan, Urban Water Mgmt Plan Update, Watershed Sanitary Survey Update, Integrated Regional Water Management Plan & documents to support sustainable water management act.

Justification: Provide updated information and direction regarding the City water management plans.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$411	\$375	\$205	\$155	\$125	\$155
Total	\$411	\$375	\$205	\$155	\$125	\$155

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$411	\$375	\$205	\$155	\$125	\$155
Total	\$411	\$375	\$205	\$155	\$125	\$155

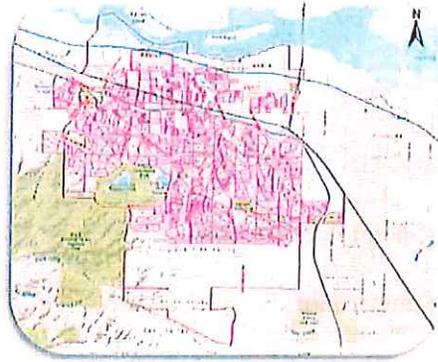
Reservoir Rehabilitation

Project No: 7674

Location: Citywide

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: Tank re-coating and painting, installation of mixers and sampling stations and seismic upgrades to various reservoirs.

Justification: Maintenance and upgrades of water storage reservoirs are necessary to prolong their useful lives.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$0	\$0	\$200	\$0	\$50
Construction	\$0	\$0	\$0	\$900	\$900	\$550
Total	\$0	\$0	\$0	\$1,100	\$900	\$600

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$0	\$0	\$0	\$1,100	\$900	\$600
Total	\$0	\$0	\$0	\$1,100	\$900	\$600

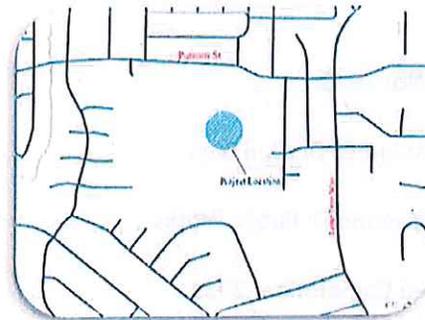
Water Treatment Plant Improvements

Project No: 7675

Location: Water Treatment Plant

Lead Department: Public Works

Estimated Completion: On-going Improvements



Project Description: Replacement of deteriorating equipment, design and construction of new facilities, upgrade SCADA, install new controls for plant A, Plant A & B Clearwell improvements, and install Zone 1 flow meter.

Justification: Upgrades to the plant are required to maintain and/or improve the efficiency of the facility.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$15	\$30	\$50	\$40	\$20	\$20
Construction	\$100	\$300	\$480	\$340	\$265	\$240
Total	\$115	\$330	\$530	\$380	\$285	\$260

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$115	\$330	\$530	\$380	\$285	\$260
Total	\$115	\$330	\$530	\$380	\$285	\$260

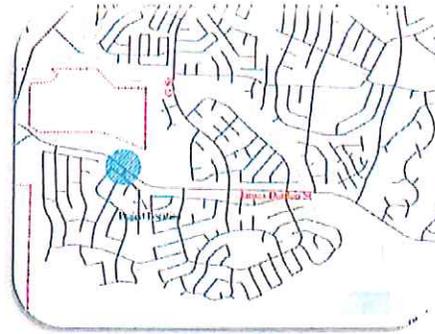
James Donlon Pump Station Upgrades

Project No: 7676

Location: James Donlon Blvd

Lead Department: Public Works

Estimated Completion: 2019



Project Description: This project will replace the water pumps and motors at this facility.

Justification: The pumps and motors at this pump station are aging and require replacement to improve reliability and efficiency.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$20	\$0	\$0	\$0	\$0
Construction	\$0	\$230	\$0	\$0	\$0	\$0
Total	\$0	\$250	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$0	\$250	\$0	\$0	\$0	\$0
Total	\$0	\$250	\$0	\$0	\$0	\$0

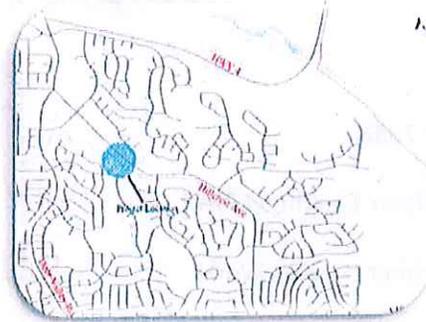
Hillcrest Pump Station Rehabilitation

Project No: 7677

Location: Hillcrest Avenue

Lead Department: Public Works

Estimated Completion: 2019



Project Description: Replace outdated electrical panels, pumps, motors, control valves and install a new flow meter.

Justification: Facility is aging and requires improvements for reliability and efficiency.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$50	\$0	\$0	\$0	\$0
Construction	\$0	\$550	\$0	\$0	\$0	\$0
Total	\$0	\$600	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$0	\$600	\$0	\$0	\$0	\$0
Total	\$0	\$600	\$0	\$0	\$0	\$0

Water Treatment Plant Solids Handling Improvements

Project No: 7682

Location: Water Treatment Plant

Lead Department: Public Works

Estimated Completion: 2019



Project Description: Evaluate the existing solids handling and dewatering operation. Design and construct an improvement to the system if warranted.

Justification: The existing facility is a rental system. A City owned permanent system may be more cost effective.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$150	\$0	\$0	\$0	\$0
Construction	\$0	\$350	\$0	\$0	\$0	\$0
Total	\$0	\$500	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$0	\$500	\$0	\$0	\$0	\$0
Total	\$0	\$500	\$0	\$0	\$0	\$0

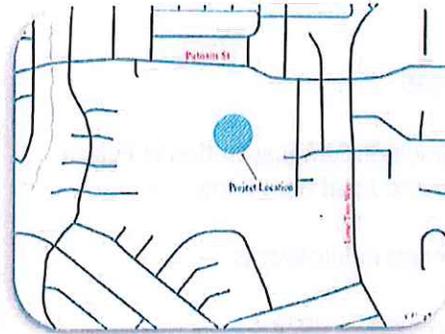
Water Treatment Plant Drainage Capture

Project No: 7684

Location: Water Treatment Plant

Lead Department: Public Works

Estimated Completion: 2019



Project Description: Re-evaluation of the existing sludge lagoon including removal of accumulated solids, stabilization of banks and installation of decant/disposal system or construct a new facility.

Justification: The City may require additional capacity to accommodate emptying the clarifiers for routine or special maintenance.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$100	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$100	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$0	\$100	\$0	\$0	\$0	\$0
Total	\$0	\$100	\$0	\$0	\$0	\$0

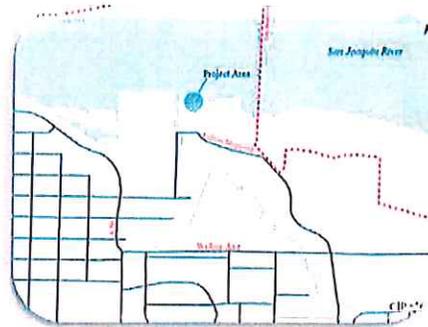
River Pumping Station Rehabilitation

Project No: 7690

Location: Raw water pumping station at Fulton Shipyard Road Boat Ramp

Lead Department: Public Works

Estimated Completion: 2023



Project Description: The project will include rehabilitation of the pumping facility, improving surge control and building ventilation, replacing the pump control system and the discharge pipeline.

Justification: The existing raw water pumping facility is aging and in need of rehabilitation to continue operating efficiently.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$250	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$1,000
Total	\$250	\$0	\$0	\$0	\$0	\$1,000

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$250	\$0	\$0	\$0	\$0	\$1,000
Total	\$250	\$0	\$0	\$0	\$0	\$1,000

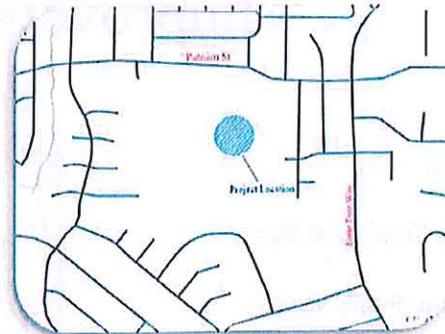
Water Treatment Plant Electrical Upgrade

Project No: 7697

Location: Water Treatment Plant

Lead Department: Public Works

Estimated Completion: 2020



Project Description: The project will relocate and upgrade the aging electric facilities in Plant A of the Water Treatment Plant.

Justification: Electrical equipment is aging and requires upgrades to continue to function properly.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$45	\$0	\$50	\$0	\$0	\$0
Construction	\$0	\$0	\$1,250	\$0	\$0	\$0
Total	\$45	\$0	\$1,300	\$0	\$0	\$50

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$45	\$0	\$1,300	\$0	\$0	\$50
Total	\$45	\$0	\$1,300	\$0	\$0	\$50

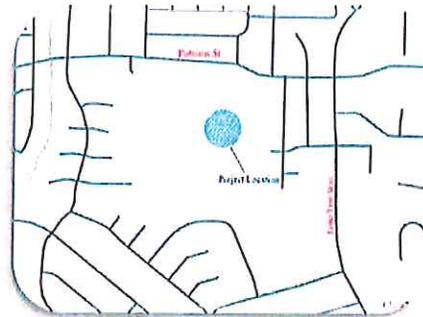
Water Treatment Plant Disinfection Improvements

Project No: 7698

Location: Water Treatment Plant

Lead Department: Public Works

Estimated Completion: 2018



Project Description: This project will replace the existing disinfection chemical system with liquid chemical systems. Liquid sodium Hypochlorite will replace the chlorine gas and liquid ammonia sulfate will replace anhydrous ammonia.

Justification: Due to increasingly stringent regulations requirements and increased maintenance costs associated with chlorine and ammonia gas, the City will be switching to liquid disinfection chemicals.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$500	\$0	\$0	\$0	\$0	\$0
Construction	\$3,353	\$0	\$0	\$0	\$0	\$0
Total	\$3,853	\$0	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$2,853	\$0	\$0	\$0	\$0	\$0
Water System Imp. Fund	\$1,000	\$0	\$0	\$0	\$0	\$0
Total	\$3,853	\$0	\$0	\$0	\$0	\$0

Brackish Water Desalination

Project No: 7699

Location: Water Treatment Plant

Lead Department: Public Works

Estimated Completion: To be determined



Project Description: The project will investigate the feasibility of constructing a 6-16 MGD brackish water desalination plant that would treat water from the San Joaquin River during times of high chloride content.

Justification: This process will enable the City the ability to treat river water throughout the year. It would also be an alternate or additional source of water to CCWD's canal and provide the City with a sustainable source of water during drought years.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$73	\$0	\$0	\$0	\$0	\$0
Construction	\$800	\$30,000	\$33,000	\$0	\$0	\$0
Total	\$873	\$30,000	\$33,000	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Unfunded	\$0	\$20,000	\$33,000	\$0	\$0	\$0
Water Fund	\$873	\$0	\$0	\$0	\$0	\$0
Prop 1E Fund	\$0	\$10,000	\$0	\$0	\$0	\$0
Total	\$873	\$30,000	\$33,000	\$0	\$0	\$0

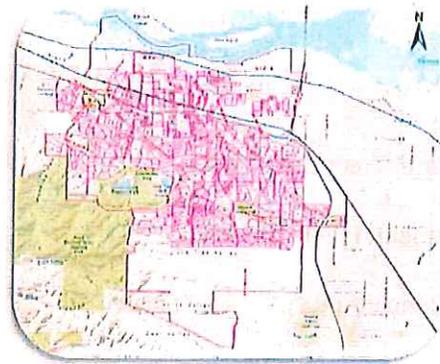
Cathodic Protection Improvements

Project No: 7700

Location: Citywide

Lead Department: Public Works

Estimated Completion: 2020



Project Description: Evaluate and repair water system cathodic protection facilities throughout the City.

Justification: Aging cathodic protection facilities are in need of evaluation.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$250	\$100	\$50	\$0	\$0	\$0
Total	\$250	\$100	\$50	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$250	\$100	\$50	\$0	\$0	\$0
Total	\$250	\$100	\$50	\$0	\$0	\$0

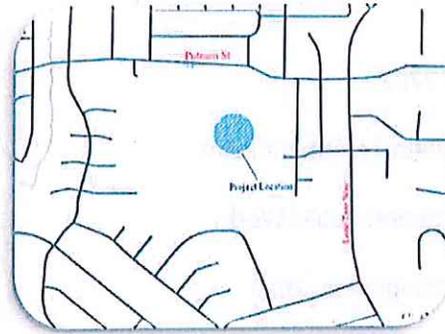
Plant "A" Filter Valves Replacement

Project No: 7702

Location: Water Treatment Plant

Lead Department: Public Works

Estimated Completion: 2019



Project Description: The project will replace four aging filter valves at Plant "A".

Justification: Four of the eight filter valves at Plant "A" have been in the system for a long period of time and are currently leaking while in the closed position.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$100	\$0	\$0	\$0	\$0
Construction	\$0	\$900	\$0	\$0	\$0	\$0
Total	\$0	\$1,000	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$0	\$1,000	\$0	\$0	\$0	\$0
Total	\$0	\$1,000	\$0	\$0	\$0	\$0

Water Plant "A" Applied Channels

Project No: 7703

Location: Water Treatment Plant

Lead Department: Public Works

Estimated Completion: 2019



Project Description: The project will evaluate the existing applied water channels at the Water Treatment Plant. Modification or replacement of the channels will be designed and constructed.

Justification: The existing applied channels have settled and separated from the filters causing water to leak out.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$100	\$0	\$0	\$0	\$0
Construction	\$0	\$900	\$0	\$0	\$0	\$0
Total	\$0	\$1,000	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Fund	\$0	\$1,000	\$0	\$0	\$0	\$0
Total	\$0	\$1,000	\$0	\$0	\$0	\$0

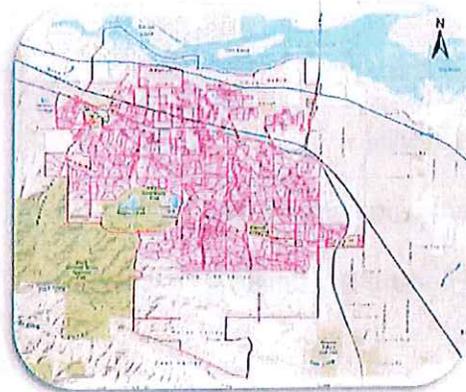
Sewer Main Improvement Program

Project No: 7724

Location: Citywide

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: Improvement to the existing sanitary sewer collection system to improve functionality or increase capacity.

Justification: The Wastewater System Collection Master Plan and the Public Works Dept. have identified existing sewer lines to be upgraded.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$30	\$20	\$20	\$20	\$20	\$20
Construction	\$409	\$130	\$130	\$130	\$130	\$130
Total	\$439	\$150	\$150	\$150	\$150	\$150

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Sewer System Imp. Fund	\$439	\$150	\$150	\$150	\$150	\$150
Total	\$439	\$150	\$150	\$150	\$150	\$150

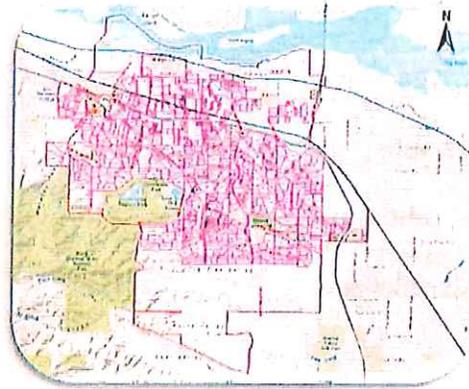
Sewer Facility Rehabilitation Program

Project No: 7736

Location: Citywide

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: This work includes pipe lining, replacement and improvements due to detritions in the sewer lines.

Justification: These improvements reduce maintenance cost, prevent overflows and improve sewer flow capacity.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$15	\$15	\$15	\$15	\$15
Construction	\$0	\$135	\$135	\$135	\$135	\$135
Total	\$0	\$150	\$150	\$150	\$150	\$150

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Sewer Fund	\$0	\$150	\$150	\$150	\$150	\$150
Total	\$0	\$150	\$150	\$150	\$150	\$150

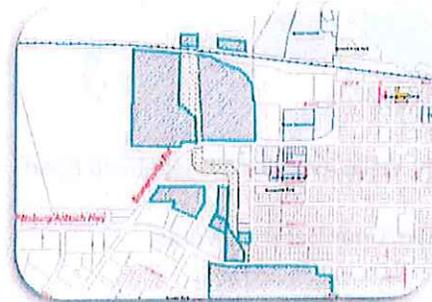
West Antioch Creek Channel Improvements

Project No: 7737

Location: West Antioch Creek from 10th St to the railroad tracks.

Lead Department: Public Works

Estimated Completion: 2019



Project Description: The City has partnered with the County Flood Control District to replace an undersized culvert system and narrow concrete ditch with multiple reinforced concrete box culverts and earthen open channel along West Antioch Creek between West 8th and West 10th Streets.

Justification: This project will establish the 25-year storm flow capacity and flood protection level and reduced flooding experienced in the Creek vicinity.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$200	\$0	\$0	\$0	\$0	\$0
RW and Permits	\$1,200	\$0	\$0	\$0	\$0	\$0
Construction	\$3,039	\$0	\$0	\$0	\$0	\$0
Total	\$4,439	\$0	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
AD 27/31	\$379	\$0	\$0	\$0	\$0	\$0
NPDES	\$233	\$0	\$0	\$0	\$0	\$0
Prop 1E Grant	\$2,997	\$0	\$0	\$0	\$0	\$0
Flood Dist. Drainage Area Fund	\$830	\$0	\$0	\$0	\$0	\$0
Total	\$4,439	\$0	\$0	\$0	\$0	\$0

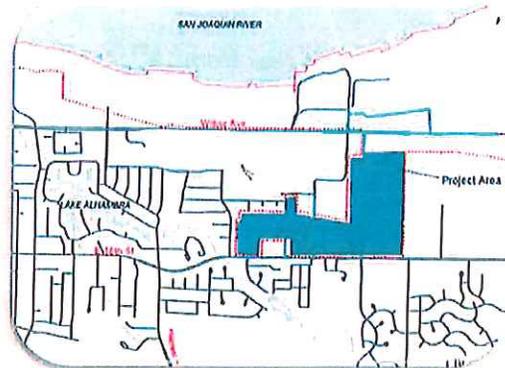
North East Antioch Annexation Infrastructure

Project No: 7745

Location: Viera Avenue to Bridgehead Road

Lead Department: Public Works

Estimated Completion: 2022



Project Description: The project will initiate the engineering design for a new sewer system to serve the newly annexed area at the north east City limit.

Justification: There are currently no services in this area, this project will provide the infrastructures needed.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$288	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$2,500	\$0	\$0	\$0	\$0
Total	\$288	\$2,500	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Annexation Funding Agreement	\$288	\$2,500	\$0	\$0	\$0	\$0
Total	\$288	\$2,500	\$0	\$0	\$0	\$0

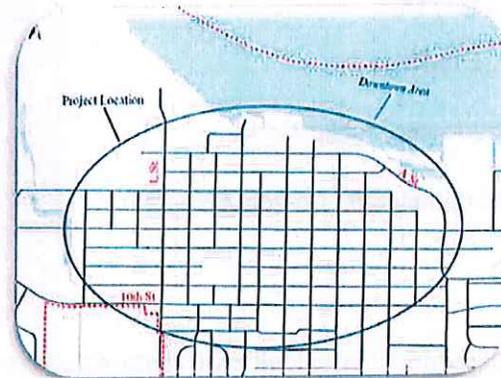
CDBG Downtown Roadway Rehabilitation Program

Project No: 7746

Location: Downtown Area

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: The project includes roadway rehabilitation, replacement of damaged sidewalk, curb and gutter, installation of new curb ramps and storm drain system modifications.

Justification: Existing pavement has deteriorated due to age and is in need of rehabilitation. The project will remove and replace damaged sidewalk and install curb ramps to meet ADA standards.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$76	\$60	\$20	\$20	\$20	\$20
Construction	\$1,500	\$490	\$230	\$230	\$230	\$230
Total	\$1,576	\$550	\$250	\$250	\$250	\$250

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
CDBG Fund	\$1,326	\$250	\$250	\$250	\$250	\$250
Gas Tax	\$200	\$300	\$0	\$0	\$0	\$0
Measure J	\$50	\$0	\$0	\$0	\$0	\$0
Total	\$1,576	\$550	\$250	\$250	\$250	\$250

Trash Capture Devices

Project No: 7750

Location: Citywide

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: Install full trash capture devices at various locations throughout the City to prevent trash from reaching the storm drain system, channels, creeks, and San Joaquin River. Locations will be determined depending on the type of device selected.

Justification: Compliance with National Pollution Discharge Elimination System (NPDES) permit R5-2010-0102, Provision C.10.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$20	\$10	\$10	\$10	\$10	\$10
Construction	\$180	\$90	\$90	\$90	\$90	\$90
Total	\$200	\$100	\$100	\$100	\$100	\$100

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
NPDES	\$200	\$100	\$100	\$100	\$100	\$100
Total	\$200	\$100	\$100	\$100	\$100	\$100

Lone Tree Way / Golf Course Road Pavement Resurfacing

Project No: 7751

Location: Lone Tree Way from E Tregallas Road to
Empire Ave

Lead Department: Public Works

Estimated Completion: 2018



Project Description: The project will identify deteriorated pavement areas. These areas will be excavated and plugged with asphalt and a final pavement overlay will be placed over the entire road.

Justification: Without scheduled preventative maintenance for this major arterial, the pavement condition will deteriorate rapidly in just a few years, which would require a major repair and significantly increase the cost of the repair.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$50	\$150	\$0	\$0	\$0	\$0
Construction	\$0	\$2,050	\$0	\$0	\$0	\$0
Total	\$50	\$2,200	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Measure J	\$50	\$2,200	\$0	\$0	\$0	\$0
Total	\$50	\$2,200	\$0	\$0	\$0	\$0

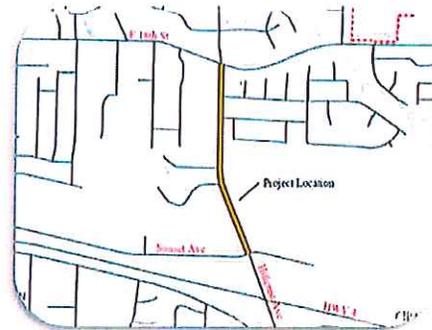
Hillcrest Avenue/E 18th Street Median Landscape

Project No: 7920

Location: Hillcrest Ave from E 18th St to Sunset Dr

Lead Department: Public Works

Estimated Completion: 2021



Project Description: The project will complete the Hillcrest Avenue Improvement Project by installing low maintenance landscape and stamped concrete.

Justification: Roadway Improvements were completed in 2011, with the exception of the median landscape.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$0	\$0	\$0	\$40	\$0
Construction	\$0	\$0	\$0	\$0	\$460	\$0
Total	\$0	\$0	\$0	\$0	\$500	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Measure J	\$0	\$0	\$0	\$0	\$500	\$0
Total	\$0	\$0	\$0	\$0	\$500	\$0

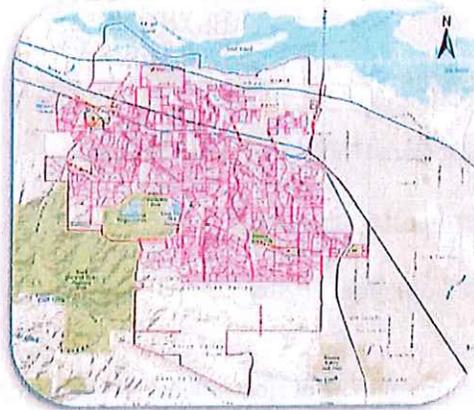
Sewer Main Improvement Program

Project No: 7923

Location: Citywide

Lead Department: Public Works

Estimated Completion: On-going Program



Project Description: The Project will consist of pipe bursting and replacing the old lines through a trenchless sewer replacement method without impacting residents' yards and landscaping.

Justification: Cost saving: Trenchless sewer replacement is performed via small access points, which means that damage to the surface is minimized and the subsequent repairs to landscaping, porches, walkways, and driveways are avoided.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$30	\$80	\$20	\$20	\$20	\$20
Construction	\$803	\$720	\$180	\$180	\$180	\$180
Total	\$833	\$800	\$200	\$200	\$200	\$200

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Sewer Fund	\$833	\$800	\$200	\$200	\$200	\$200
Total	\$833	\$800	\$200	\$200	\$200	\$200

L Street Improvements

Project No: 7925

Location: L St from HWY 4 to Antioch Marina

Lead Department: Public Works

Estimated Completion: 2020



Project Description: The project will consist of construction of new sidewalks under the railroad tracks and along the fairgrounds, install curb ramps and re-striping to allow for complete bike lanes from HWY 4 to the Antioch Marina.

Justification: Improve traffic flow and aesthetics from HWY 4 to the Marina and the Rivertown District. The project will improve access and connection to the Antioch Amtrak Station.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$25	\$0	\$250	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$2,350	\$0	\$0
Total	\$25	\$0	\$250	\$2,350	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Measure J	\$25	\$0	\$250	\$1,127	\$0	\$0
OBAG- Safe Route to School	\$0	\$0	\$0	\$1,223	\$0	\$0
Total	\$25	\$0	\$250	\$2,350	\$0	\$0

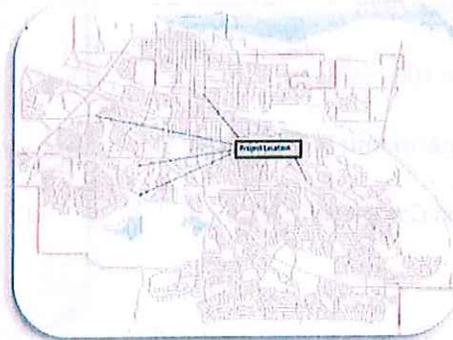
2018 Pavement Rehabilitation

Project No: 7927

Location: Hillcrest Ave, James Donlon Blvd, A St,
Buchanan Rd, Gentrytown Dr

Lead Department: Public Works

Estimated Completion: 2019



Project Description: The project will identify deteriorated pavement areas. These areas will be excavated and plugged with asphalt and a final pavement overlay will be placed over the entire road. The City received OBAG grant funding for roadway improvement.

Justification: These arterial streets are in need of preventative pavement maintenance; the pavement condition will deteriorate rapidly without preventative maintenance, such as pavement overlay or rubberized cape seal coat.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$100	\$0	\$0	\$0	\$0
Construction	\$0	\$430	\$0	\$2,470	\$0	\$0
Total	\$0	\$530	\$0	\$2,470	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Measure J	\$0	\$530	\$0	\$0	\$0	\$0
OBAG- Local Street & Road	\$0	\$0	\$0	\$2,470	\$0	\$0
Total	\$0	\$530	\$0	\$2,470	\$0	\$0

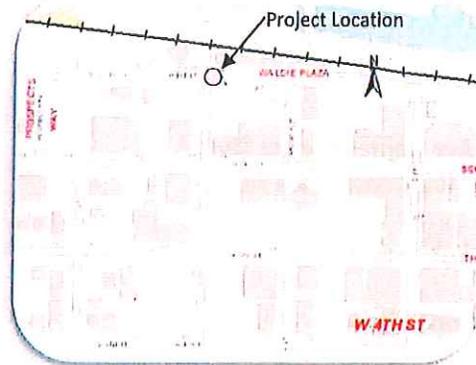
Amtrak Station Improvements

Project No: 7928

Location: 100 I Street

Lead Department: Public Works

Estimated Completion: 2019



Project Description: Demo current train station and replace with a simple shelter.

Justification: Current Station is subjected to blight and loitering. There is a non operational ticket booth and bathroom. Area is not well lit and buildings are not necessary for current use.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$20	\$0	\$0	\$0	\$0
Construction	\$0	\$280	\$0	\$0	\$0	\$0
Total	\$0	\$300	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Prop 1B Fund	\$0	\$300	\$0	\$0	\$0	\$0
Total	\$0	\$300	\$0	\$0	\$0	\$0

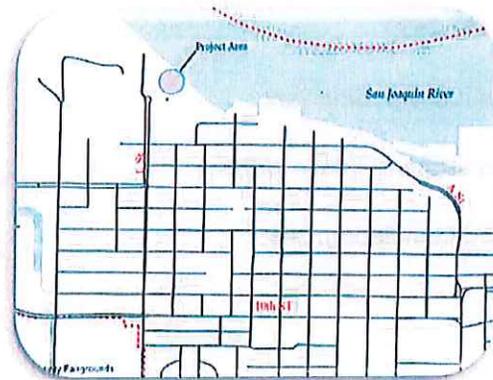
Marina Basin Dredging

Project No: 7929

Location: Antioch Marina at the foot of L St.

Lead Department: Public Works

Estimated Completion: 2020



Project Description: Marina basin dredging to maintain 8 feet throughout the marina berths and waterway.

Justification: If proper depths are not maintained berths become silted and unusable resulting in a loss of revenue for the marina and loss of rentable space for residents.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Planning and Design	\$0	\$0	\$40	\$0	\$0	\$0
Construction	\$0	\$0	\$460	\$0	\$0	\$0
Total	\$0	\$0	\$500	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Unfunded	\$0	\$0	\$500	\$0	\$0	\$0
Total	\$0	\$0	\$500	\$0	\$0	\$0

Contra Loma Basketball Courts

Project No: 7930

Location: Contra Loma Park

Lead Department: Public Works

Estimated Completion: 2019



Project Description: Funding will be used to replace the aging tennis courts at Contra Loma Regional Park with basketball courts.

Justification: Upgrades to community parks maintain a high quality of living for the residents of Antioch.

Expenditures	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Construction	\$0	\$150	\$0	\$0	\$0	\$0
Total	\$0	\$150	\$0	\$0	\$0	\$0

Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Delta Fair Fund	\$0	\$150	\$0	\$0	\$0	\$0
Total	\$0	\$150	\$0	\$0	\$0	\$0



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: **APPROVE A CIVIC ENHANCEMENT GRANT PROGRAM TO SUPPORT COMMUNITY EVENTS AND IMPROVEMENT PROJECTS; APPROVE GRANT IN AMOUNT OF \$20,000**

RECOMMENDED ACTION

- 1) It is recommended that the City Council approve a Civic Enhancement Grant Program to support community events and improvement projects that originate with nonprofit organizations; and
- 2) Approve grant funding in the amount of \$20,000 to Celebrate Antioch Foundation to support two events in 2018: July 4th and Holiday DeLites

STRATEGIC PURPOSE

Strategy F-1: Improve the City's Business Processes
Improve customer services

Strategy J-1: Increase Use of City's facilities and programs
Build awareness of programs, services and community events

Special events and grass-roots community projects remind us of Antioch's rich heritage. They strengthen civic pride and support the mission of many nonprofit businesses and organizations. It is the City's goal to assist nonprofit organizations by creating and implementing a grant program to fund civic events and enhancement projects in an objective and efficient manner.

FISCAL IMPACT

During Mid-Year Budget Review on March 13, 2018 the City Council approved \$50,000 each year for Fiscal Year 17-18 and Fiscal Year 18-19 from the General Fund to support the grant program.

DISCUSSION

Antioch's community nonprofit organizations play an important role in the vibrancy of the community. By design, nonprofits are dedicated to the common good and measure success according to quality of life and not quantity of profit. They embrace community as their ultimate objective. Nonprofits deliver services and bring citizens together when

other entities are unable. A majority of nonprofit organizations have small operating budgets and with a little assistance, their impact is felt community-wide.

To streamline the process for requesting funds from the City of Antioch, the City Council requested that staff develop a grant program to support civic enhancements that would provide an open application for all nonprofits, an objective process for reviewing requests, and a timeline that was clear and easy to follow. Attachment "A" outlines the proposed grant program and procedures as follows:

- Description of how and what the funds can be used for;
- Applicant eligibility;
- Directions on how to apply;
- Instructions and forms for applying for funding;
- Description of where and when funds can be used.

Applicants must be a nonprofit entity that is recognized by the IRS, Letter of Determination. All events proposed for funding must be open to the public, take place within the over-arching boundaries of the Antioch City Limits and be committed during July 1 and June 30 of the Fiscal Year for which the grant is awarded. Projects and activities must be performed directly for the benefit and enjoyment of all Antioch residents and open to the public and all citizens. General city beautification within Antioch and improvements to, or operation of, arts and cultural facilities are encouraged.

Attachment "B" is a draft application form that requests applicant information, amount of funding requested, total project budget, and a detailed description of the event or activity.

Due to circumstances, this new initiative has been delayed. Civic grants are typically administered in the late summer/fall each year to coincide with the calendar year to implement events and projects. At this time, staff recommends that City Council approve funding for the two annual community events that are organized by Celebrate Antioch Foundation: July 4th Parade and Fireworks and Holiday DeLites. The City funded \$20,000 in 2017 for these events; staff recommends approving the same amount for 2018. Any unused funds from the Fiscal Year 17-18 approved budget for the grant program would be added to the Fiscal Year 18-19 budget and grant program. Staff will announce the 2018-2019 grant program in late summer/fall schedule for project/event implementation in 2019 by community nonprofit organizations.

The City is utilizing the current Transient Occupancy Tax (TOT) funds to fund summer concerts at Waldie Plaza and beginning Fiscal Year 2020-22 may decide to incorporate TOT and General Fund revenues together towards funding civic enhancements, concerts and other community engagement activities.

ATTACHMENT

- A. Civic Enhancement Grant Policy and Procedures
- B. Civic Enhancement Grant Application
- C. Funding Request from Celebrate Antioch Foundation

ATTACHMENT A

CITY OF ANTIOCH CIVIC ENHANCEMENT GRANTS POLICY



Introduction

The City of Antioch offers one-time grants to provide funding that support operations, marketing and promotions for Antioch special events, historic and cultural activities, and facilities that enhance civic pride and strengthens community engagement within the City. Grants are funded by revenues from City Transient Occupancy Taxes (TOT) and/or the General Fund and approved by the City Council. Applications will be reviewed by the City and the Antioch City Council makes the final grant award decisions.

Funds may only be used for:

- Activities performed directly for the benefit and enjoyment of all Antioch residents; open to the public and all citizens.
- Improvements to or operation of arts and cultural facilities
- General city beautification

Applicants and grant recipients must meet certain reporting requirements and deadlines. This may include reports of how grant funds from previous fiscal years and or grantors were used.

Applicant eligibility

To be eligible for civic enhancement grants, organizations must be a non-profit corporation with tax-exempt status under section 501(c) (3), 501(c) (4), or 501(c) (6) of the Internal Revenue Code. Organizations must provide a copy of their current 501(c) (3), 501(c) (4), or 501(c) (6) IRS determination letter when submitting an application. Private individuals are not eligible to submit applications for programs, events or projects.

How to apply

Applications for grants are only accepted during the submission period, which occurs once a year in the fall. City funds that are budgeted for grants are available on July 1st of the Fiscal Year and must be committed by June 30th, which is the end of the Fiscal Year.

- Organizations should attend a Grant Orientation meeting to obtain the application packet, ask questions about funding, meet City staff, and plan for utilizing the funds in the next fiscal year. The meeting is not mandatory, but may be helpful for new nonprofits or first time applicants.

The Grant Orientation meeting will typically be held in September or October of each year.

- Organizations must meet all the applicant requirements detailed in the current application packet. Read the instructions and all application materials very carefully.
- Complete and submit all of the application materials listed on the grant application checklist. Applications missing any of the required materials will not be considered for funding. Please note that official budget reports and fiscal statements from the nonprofit organization will be a required item.

Application forms

Applications for Civic Enhancement Grants will be available after July 1st each year. The application may be down loaded from the City of Antioch website: www.ci.antioch.ca.us or picked up from the following locations:

- Antioch Community Center, 4703 Lone Tree Way, Antioch
- City Clerk counter, City Hall, 200 H Street, Antioch

Types of grants

- Activities performed directly for the benefit and enjoyment of all Antioch residents; open to the public and all citizens.
- Improvements to or operation of arts and cultural facilities in Antioch
- General city beautification within Antioch

All events proposed for funding must be:

- Open to the public
- Take place within the over-arching boundaries of the Antioch City Limits
- Committed and/or scheduled between July 1 and June 30 of the fiscal year for which the grant is awarded

For more information about the City of Antioch Civic Enhancement Grants please call the Antioch Recreation Department at (925) 776-3050.

ATTACHMENT B

CITY OF ANTIOCH
CIVIC ENHANCEMENT GRANTS APPLICATION
FISCAL YEAR ()



1. Introduction

This application should be used by nonprofit organizations requesting funding from the City's Civic Enhancement Grant Program.

Funds may only be used for:

- Activities performed directly for the benefit and enjoyment of all Antioch residents; open to the public and all citizens.
- Improvements to or operation of arts and cultural facilities
- General city beautification

Applications are due (_____).

While pleased to contribute toward enhancement activities, the city is interested in investing where other funding entities also contribute to the cost of programs, events and projects. Please describe in detail the program, event or project that you would like the City to support; other funders and supporters, and the positive impact it will have on the community.

Funding disbursements will be made after the nonprofit has been notified from the City. The city reserves the right to adjust grant awards based upon budgetary circumstances following the adoption of the Fiscal Budget.

Submit **one (1) original** of the application packet and three (3) copies. Note: All attachments to the application must be included in the original and all copies. You may send your application electronically in PDF format.

The application package must include the following:

- (1) **Completed application form**
- (2) **IRS 501 (C) Tax Exemption Determination Letter**
- (3) **Current List of the Organization's Board of Directors**
- (4) **Organization's Most Recent Audit/Financial Statement**
- (5) **Evidence of Insurance** (Listing of policies by type and coverage amount, indicating policy end dates, or copies of certificates of insurance.)
- (6) **IRS Form 990**

ATTACHMENT B

CITY OF ANTIOCH
CIVIC ENHANCEMENT GRANTS APPLICATION
FISCAL YEAR ()



2. Application

Name of Applicant/Organization:

Applicant Contact Information:

Project Manager: _____ Phone: _____

Email: _____

Mailing Address: _____

Physical Address (if different than mailing address): _____

Amount of City Funds Requested: \$ _____

Total Project or Event Budget: \$ _____

Description of Activity: (attach up to one additional page total if necessary)

DRAFT

Explain why financial assistance from the City is necessary to provide these services:

ATTACHMENT B

CITY OF ANTIOCH
CIVIC ENHANCEMENT GRANTS APPLICATION
FISCAL YEAR ()



List other funding sources that will be used or requested in order to support the program, event or project. What funding will you add to the City grant?

Explain the effect upon these services if the City does not fund your request or if the award is less than requested:

How does this program or project create a unique, positive and valuable impact in our community?

Signature: Applicant Authorized Representative

Date

Applications must be received by the (department, public counter, etc. TBD)



Celebrate Antioch Foundation
PO Box 121 Antioch, CA 94509
ID #46-1820212
www.celebrateantioch.org

March 10, 2018

Dear Antioch 4th of July Sponsor,

Board of Directors

Robin Agopian
Diane Gibson-Grey
Wayne Harrison
Jim Lanter
Joy Motts
Mary H. Rocha
Monica Wilson

Officers

President

Wayne Harrison

Vice President

Joy Motts

Secretary

Carole Harrison

Treasurer

Diane Gibson-Grey

We at the Celebrate Antioch Foundation hope you are well and the last year has been one of peace and happiness for you, your business and your families. We have had a fabulous year, growing our foundation, expanding to support additional celebrations and events for the citizens of Antioch. Two of those of those events, the Spring Art and Wine Walk and the Fall BBQ Cook-Off and Beer Crawl have had remarkable success. The mission of Celebrate Antioch Foundation is to bring our community together to celebrate. We hope you agree with us that through these events, the 4th of July and more, we are enhancing the quality of life and economic vibrancy of our Antioch community. We have come to that time of year for us to focus on our main event of the year, Antioch's 4th of July celebration. We are excited and looking forward to sponsoring and organizing Antioch's 4th of July parade, festivities and Fireworks. It is only because of committed sponsors like you that we can continue this work on behalf of our community.

This will be our 7th anniversary of privately funding Antioch's July 4th celebration. As most of you know, the Celebrate Antioch Foundation was created by private citizens in response to devastated City budgets. Antioch's 4th of July celebration had a two-year absence until Celebrate Antioch Foundation brought back this important community celebration in 2012. Since then, our annual event has attracted thousands to participate in our hometown parade and enjoy the day's events complete with one of the best Fireworks displays in the Bay Area!

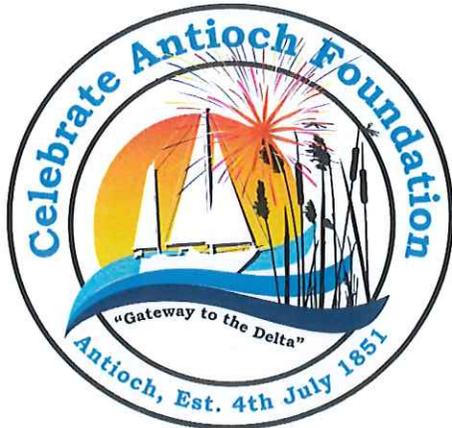
Our 2018 4th of July event will once again include a large Kid's zone, car show, live entertainment, food and craft vendors and much, much more. The 4th of July parade will be held in Antioch's historic downtown, with the remainder of the day's event held at the Contra Costa County Fairgrounds. The Fairgrounds allows for supporting facilities, enhanced security and expanded parking. We are proud that our free 4th of July celebration has been a safe family-oriented event each year and has brought much pride and inspiration to our citizens and businesses.

We have attached our sponsor's levels information for you to review. Please do not hesitate to contact us with any questions. We are a nonprofit 501c3 organization and your sponsorship may be tax deductible. We look forward to your support and participation in another great Antioch 4th of July.

Yours in Service,

Joy Motts/Velma Wilson
Celebrate Antioch Fundraising chairs

Sponsorship Levels



www.celebrateantioch.org

For more information contact
Joy Motts at (925) 813-0036 or
Velma Wilson at (925) 250-3051
Please make the check for your **tax deductible**
donation payable to :
Celebrate Antioch Foundation.
ID# 46-1820212
P.O. Box 121, Antioch, CA 94509

Fireworks Sponsor \$25,000

Entertainment Sponsor \$20,000

Parade Sponsor \$10,000

July 4th Sponsor \$5,000

Platinum Sponsor \$2,500

- Name on Thank You Banners at Fairgrounds Entrances
- Name in all Advertising
- Use of LOGO in Advertising
- VIP Parking for 6
- VIP Seating for 6 for Fireworks

Silver Sponsor \$700

- Name on Thank You Banners
- Name on all Advertising
- Use of LOGO on Advertising
- VIP Parking for 2
- VIP Seating for 2 for Fireworks

Gold Sponsor \$1500

- Name on Thank You Banners
- Name on all Advertising
- Use of LOGO on Advertising
- VIP Parking for 4
- VIP Seating for 4 for Fireworks

Bronze Sponsor \$350

- VIP Parking for 1
- VIP Seating for 2 for Fireworks

Red Sponsor \$150

- 4 Regular Parking Passes

White Sponsor \$75

- 3 Regular Parking Passes

Blue Sponsor \$50

- 2 Regular Parking Passes

Celebrate Antioch Foundation 2018 4th of July Budget

Fireworks and Fire Marshall Security Fees -\$25,000

Fairgrounds rental and Facilities- \$4000

Insurance \$2500

Private Security for Fairgrounds - \$5000

Live entertainment/sound/lighting-\$5000

Kids Zone/Jumpies - \$4000

Advertising - \$4200

Health Department -\$1000

Parade Expenses and Trophies - \$2500

Miscellaneous - \$1300

Total \$54,500



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Jon Blank, Public Works Director 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Brackish Water Desalination Plant - Labor Stability Study

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting the Brackish Water Desalination Plant - Labor Stability Study and authorizing the City Manager or his designee to negotiate with the trade unions to execute a Project Stability Agreement.

STRATEGIC PURPOSE

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

FISCAL IMPACTS

The total cost of environmental certification, design and construction of this project is estimated to be \$60,000,000. The City was one of three agencies to be awarded a \$10,000,000 Prop 1 Grant from the State Water Resources Control Board (SWRCB) for this project. The City also obtained a \$1,000,000 low-interest planning loan from the SWRCB Drinking Water State Revolving Fund (DWSRF) Loan program for planning and preliminary design activities.

Although design and construction of this project is currently unfunded, the City continues to seek funding opportunities through various sources including local funds, grants, loans and bonds. Staff has met with SWRCB staff and confirmed the project is eligible for low interest financing up to \$50,000,000.

DISCUSSION

On April 11, 2018, the City Manager executed an agreement with Vlaming and Associates to prepare a Project Stability Study to determine whether a Project Labor Agreement (PLA) or Project Stability Agreement (PSA) with local trade unions would be beneficial. A PSA is a collective bargaining agreement that establishes standard

provisions applicable to contractors and construction craft workers that references existing labor agreements. A PLA is a stand-alone agreement that contains all of the terms and conditions within the agreement. The purpose of PSAs and PLAs is to ensure the timely completion of large complex projects, ensure an adequate number of skilled construction craft workers are available, and promote local hiring. PSAs and PLAs are being used by many local agencies to leverage unions to participate in local hiring and apprenticeship programs. Vlaming and Associates recommends that the City negotiate with local trade unions to execute a PSA for this project. Staff concur with this recommendation.

ATTACHMENTS

- A. Resolution 2018/**
- B. Project Stability Study

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ACCEPTING THE LABOR STABILITY STUDY PREPARED BY VLAMING AND
ASSOCIATES, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
NEGOTIATE A PROJECT STABILITY AGREEMENT WITH LOCAL TRADE UNIONS**

WHEREAS, On April 11, 2018, the City Manager executed an agreement with Vlaming and Associates to prepare a Project Stability Study to determine whether a Project Labor Agreement (PLA) or Project Stability Agreement (PSA) with local trade unions would be beneficial.

WHEREAS, Vlaming's study recommends the City negotiate with local trade unions to execute a PSA to ensure the timely completion the project, and to promote local hiring.

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby accepts the Project Stability Study prepared by Vlaming and Associates, and authorize the City Manager or his designee to negotiate with the trade unions to execute a Project Stability Agreement.

* * * * *

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 12th day of June, 2018 by the following vote:

AYES:

ABSENT:

NOES:

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

LABOR STABILITY STUDY

CITY OF ANTIOCH BRACKISH WATER DESALINATION PROJECT

Prepared by:
Michael J. Vlaming, Esq.



Vlaming+Associates
a professional corporation

City of Antioch Labor Stability Study

Executive Summary

The City of Antioch ("City") is proposing to construct a six million gallon per day desalination plant with attendant pump station and pipeline infrastructure to support the new plant. In anticipation of the construction of this new desalination plant, the City is considering the use of a project agreement to help achieve the project construction objectives of timely completion, labor efficiency, and employment opportunities for local residents. This Labor Stability Study ("LSS") analyzes the probability of achieving the City's construction objectives with and without a project agreement in the context of the current labor market. The current construction labor market is very tight due to the significant number of large construction projects in the Bay Area. Access to efficient referral procedures to obtain qualified, skilled construction craft workers in sufficient numbers, managing the construction process through uniform work rules, and minimizing the risk of work disruption caused by strikes and/or lockouts are critical to achieving the City's objective of completing the Project in a timely and efficient manner. Based upon the analysis presented, it is recommended that the City utilize a Project Stabilization Agreement as a cost effective means of increasing the likelihood of achieving its Project construction objectives.

I. Background

A. Project

The City of Antioch Brackish Water Desalination Project ("Project") includes the construction of a new desalination plant capable of processing of up to six million gallons per day of finished water. The new desalination plant would be constructed within the fence line of the existing Antioch water treatment plant. Also included in the Project would be: the demolition of the existing and construction of a new intake pump facility; construction of a new raw water pipeline from the intake pump facility to the water treatment plant; construction of a new pipeline from the current water treatment plant to the desalination plant; and construction of a new four-mile long brine disposal pipeline from the desalination plant to the Delta Diablo Wastewater Treatment Plant.

II. Purpose of Labor Stability Study

The purpose of this Labor Stability Study is to evaluate whether or not the use of a project agreement would enhance the likelihood of achieving the City's construction objectives for the Project within the context of the current construction craft labor market. The City's construction objectives are: (1) Timely completion

of critical public health infrastructure for drinking water supply within the time limit of a competitive state funding grant; (2) Labor efficiency in the construction process; and (3) Provide employment opportunities for local residents during construction of the Project.

III. Construction Craft Labor Market

A. Current Construction Craft Employment Levels

In the greater Bay Area, the building and construction economy has been booming for several years in the infrastructure, industrial, commercial, health care, education, and residential segments of the market. Several of the specific major construction projects currently in progress, or about to start, in the Bay Area include: Central Subway Project in San Francisco; BART TransBay Tube Internal Retrofit Project; Peninsula Corridor Electrification Project; San Francisco Airport Expansion Project; Pacific Gas & Electric Gas Transmission Pipeline replacement and improvement projects; Chase Center Arena; UCSF Weil Neuroscience Building and the Mission Bay East Campus Phase I projects; multiple commercial high rise mixed-use projects in San Francisco, San Jose and Oakland; redevelopment of Pier 70 in San Francisco and Brooklyn Basin in Oakland; Facebook Campus Project in Menlo Park; Marin General Hospital Building Project; and the Solano Community College Science Building Project.

Narrowing the geographic scope to Contra Costa County, there are multiple major new construction and industrial maintenance projects including: the Brentwood Non-Potable Storage Facility Project; modernization and major maintenance projects at the Chevron, Shell, Phillips 66, and Andeavor petroleum refineries; Contra Costa County's new Administration Building and Emergency Operations and Public Safety Building; multiple public and private multi-story vertical mixed commercial/residential building construction in Martinez, Concord, and Walnut Creek; Measure E funded new building and existing building modernization projects at the Los Medanos, Diablo Valley, Brentwood and Contra Costa College campuses; Pinole-Hercules Waste Water Treatment Plant; and the El Cerrito BART station modernization.

The significant number and size of the construction projects in Contra Costa County and the Bay Area has tightened the labor market. In the East Bay, the construction industry has led the major gain in employment over the past year with the addition of 4,900 jobs.ⁱ According to the most recent statistics, unemployment in Contra Costa County was 3.1% in March 2018 compared to 4.2% for the state.ⁱⁱ

A recent survey of the building trades crafts located in Contra Costa County reflects the impact of the significant demand for construction craft workers on the

local labor market. (See Appendix A.) Table 1, below, shows the number of workers available relative to the number of active journeypersons for certain building trade crafts.

Table 1.

Craft Union	# of Active Members	# Apprentices	% of Active Members on Out of Work List
Asbestos, Heat & Frost Insulators Local #16	605	212	5%
Bricklayers & Allied Craft Local #3	2,100	400	<1%
Boilermakers Local #549	300	50	<1%
Carpenters Local #152	4,067	617	3%
IBEW Local #302	1,139	111	7%
Laborers Local #324	3,403	426	4%
Painters & Drywall Finishers Local #741	600	124	<1%
Plumbers Local #159	308	58	7%
Sheet Metal Workers Local #104	10,000	2,000	<1%
Sprinklerfitters Local #483	944	305	1%
Steamfitters Local #342	2,500	470	6%
Teamsters Local #315	4,500	0*	n/a

*Non-Apprenticeable Craft

The current figures of craft workers available for hire (list of workers signed to the applicable union's out of work list) reflect extremely low unemployment. As shown in the table, none of the crafts reporting have more than 7% of their active members available for dispatch and many have less than 1% available. To meet the demand, these trades have taken in an increased number of apprentices in recent years and increased their construction industry recruitment programs.

IV. Project Objectives

A. Timely Completion of Construction

Construction of a project is dependent on three elements: capital, materials, and labor. Regarding the labor element, timely completion of a construction project requires an adequate supply of skilled construction craft workers and the ability to execute the work without interruption or delay.

1. **Sufficient Supply of Skilled Craft Workers**

The current and near-term projections indicate a very robust construction market in the Bay Area. As such, there is and will likely continue to be low unemployment in the construction labor market. Contractors will need to supplement their current forces in order to perform the additional work. Since this is a public works project, contractors are required under Labor

Code Section 1777.5(g) to employ apprentices in the ratio of no less than one apprentice hour for every five journeyperson hours worked.

To provide a steady and dependable flow of readily available and appropriately trained craftspeople, the building trades craft unions have many well developed training programs in place. Apprentice programs are craft specific. These training programs provide apprentices and journeypersons the education and skill development of building trades craft workers through the most up to date tools, equipment, and work processes. In California, apprentice programs are approved and monitored by the Division of Apprenticeship Standards within the Department of Industrial Relations.ⁱⁱⁱ In Northern California, there are 69 active state approved building trades apprentice programs. (*See Appendix B, Building Trades programs completions in the past 5 years*)^{iv} These programs fall into two categories: (1) jointly administered programs managed by both building trades unions and signatory contractors; and (2) unilateral apprentice committees managed by non-union contractors. Based on 2017 published data, there are 57 jointly administered building trades apprentice programs and 12 unilateral programs operating in Northern California.^v In 2017, the jointly administered programs graduated 2,452 apprentices and the unilateral programs graduated 284 apprentices across all building trades craft apprentice programs.^{vi} These results show that the jointly administered training programs supply greater numbers of apprentice graduates than the unilateral programs. Access to such programs is important during periods of high demand for construction craft workers in order to ensure the contractor's ability to secure apprentices in sufficient numbers to satisfy the Labor Code employment requirements for this Project.

How a construction contractor hires workers depends on whether the contractor is a signatory contractor to a building trades union or is a non-signatory contractor. If signatory to a union, the contractor secures additional workers by contacting the applicable craft local union and requesting the number of additional journeypersons or apprentices needed through the established referral procedures. In periods of low unemployment, the local craft union has the ability to reach out to their "sister" locals through established procedures to fill any requests they are unable to fill from their own out of work dispatch list. Because this is an established process of matching trained and skilled craft workers to a contractor's needs, it is timely and efficient. If non-signatory, the contractor would utilize the generally available means of recruiting workers such as the internet, advertising, and informal networks for referrals. The success of this approach is dependent on the resources and time the individual non-signatory contractor is able to commit to the recruitment process.

2. Minimization of Risk of Construction Delay Due to Labor Disharmony

In addition to delay of a construction project due to an insufficient number of construction craft workers to execute the work, a project can be interrupted due to a strike by the workers or a lockout by the contractors. These situations typically occur at the expiration of a craft union collective bargaining agreement when negotiations are taking place for a new agreement or because of a jobsite issue between the workers and their employer remains unresolved. Jobsite issues giving rise to work disruptions can include issues over appropriate pay, safety concerns, inconsistent or inappropriate work rules or trade practices.

Construction craft collective bargaining agreements in California typically expire between the months of May and July and are timed to coincide with peak employment during the construction “season”. Table 2, below, shows the collective bargaining agreement expiration dates for various building and construction trades unions in Contra Costa County.

Table 2

Craft Union	Collective Bargaining Agreement Expiration Date
Asbestos Workers Local #16	July 31, 2019
Boilermakers Local #549	September 30, 2018
Brick and Tile Layers Local #3	May 1, 2019
Carpenters Local #152	June 30, 2019
Electricians Local #302	May 31, 2018
Iron Workers Local #378	June 30, 2020
Laborers Local #324	June 30, 2019
Laborers Local #67	June 30, 2019
Lathers Local #68L	June 30, 2019
Millwrights Local #102	June 30, 2019
Operating Engineers Local #3	June 30, 2020
Painters Local #741	June 30, 2020
Pile Drivers Local #34	June 30, 2019
Plumbers Local #159	June 30, 2019
Sheet Metal Workers Local #104	June 30, 2018
Sprinklerfitters Local #483	July 31, 2018
Steamfitters Local #342	June 30, 2018
Teamsters Local #315	June 30, 2020

As shown in Table 2, a significant number of collective bargaining agreements will expire in 2019 and 2020 during the anticipated Project construction period. As such, this Project will be exposed to the risk of delay

due to labor interruption caused by a breakdown in negotiations of an expiring collective bargaining agreement.

The risk of construction delays caused by interruptions in the execution of the Project work can be mitigated by a number of actions, including: securing commitments from workers not to strike and from contractors not to lockout the workers; establishing mutually agreeable work rules between the workers and the contractors; establishing a dispute resolution procedure to resolve any pay, safety or other issue or disagreement between workers and contractors; and establishing periodic, regularly scheduled meetings between representatives of the workers and contractors to identify and resolve any issues with the construction process before they mature into a problem. To be effective, such provisions would need to be in place with each contractor and its employees and among all of the contractors on the Project prior to commencement of Project work.

B. Labor Efficiency in the Construction Process

Labor efficiency in the construction process is determined by a contractor's ability to provide the appropriate number of skilled construction craft workers at the time they are needed. The productivity of each craft worker is determined by their particular knowledge, training, experience, and work ethic. The work rules applicable to a project can also directly impact productivity and labor efficiency. Other important factors that impact labor efficiency on a construction project include proper scheduling of the work processes and the availability of and easy access to the materials needed.

Uniform work rules can improve labor efficiency on large, complex, long term, multi-craft construction projects. Standardizing the work schedule, shifts, holidays, and other structural procedures for project construction can help to ensure coordination among the various contractors and their workers. The use of pre-job conferences prior to the commencement of work identifies the scopes of work to be performed by each contractor, their anticipated start and end dates for their scope of work, and the anticipated number of construction craft workers to be deployed. This information can aid in the efficient scheduling and coordination of work processes. In addition, any craft jurisdictional issues are typically identified at a pre-job meeting and resolution procedures can be implemented to eliminate any interference on the job site.

C. Provide Employment Opportunities for Local Residents

Large construction projects provide work opportunities for not only significant numbers of construction craft workers, but also workers performing support functions. Many public entities use large public works projects as a vehicle to provide employment opportunities for community residents. Interest in local resident hire programs has increased in recent years in Northern California and is part of many individual construction projects, bond funded construction programs and municipal capital construction policies. Examples of such local resident hire policies include the Brentwood Library Building Project, Contra Costa Community College District bond funded construction program, and the City of Concord capital construction policy.

Where the construction work is not performed by the awarding entity's own forces and is contracted out to a third-party contractor, there must be an agreement between the public entity and the prime contractor and subcontractors to implement such an initiative. If union signatory contractors are used, there must be appropriate provisions included in the collective bargaining agreement between the contractor(s) on such a project and applicable unions since such an agreement controls the hiring process in the employer-employee relationship and a local resident hiring preference is inconsistent with normal chronologically based craft union referral procedures. In each example of local hire programs identified above, the awarding entity utilized a project agreement for implementation of their local hire preference program.

V. Analysis of Alternatives

In constructing this Project, the City has the option of utilizing a project agreement or not. Each option is analyzed below relative to its ability to enhance the likelihood of achieving the City's project construction objectives.

A. No Project Agreement

Under this alternative, the construction contract for the Project would be awarded to the lowest responsive, responsible bidder under applicable provisions of the Public Contract Code without preference to signatory or non-signatory status of the contractor. Because of its size, complexity, and location, it is possible this Project would be constructed with a mix of union and non-union contractors working side-by-side with each group adhering to its own work rules and work practices.

The contractors would secure any additional workers needed to complete their scope of work through the process applicable to their signatory/non-signatory status. There would be no uniform referral procedure for construction craft journeypersons or apprentices. To secure such apprentices, the contractors would need to utilize the applicable state approved apprenticeship programs in order to be compliant with the Labor Code requirements.

Without a project agreement, there would be no project wide commitment for workers to refrain from strikes or contractors to refrain from lockouts. Nor would there be uniform project-wide work rules or an established, dispute resolution procedure applicable to the construction craft workers, unions, and contractors working on the Project. With a number of local craft union master labor agreements scheduled to expire during the anticipated Project construction period, there is the possibility of labor disruption if the bargaining parties fail to reach agreement prior to the termination date. Under such circumstances, either side may be compelled to take economic action to achieve its bargaining objectives. Unless there is a prohibition against strikes and/or lockouts, the Project would be exposed to this risk at the termination of each local craft master labor agreement.

Any specific provisions regarding the employment of local area residents would have to be included in the commercial contract between the City and the general contractor with the general contractor ensuring such provisions were included in its contracts with all subcontractors. For signatory contractors, they would have to negotiate individually with each applicable trade union to secure the right to call for workers qualifying as local residents out of order from the normal chronological referral procedures. Unless there is a project agreement applicable to all building trades unions' referral procedures for work on this Project the objective of employing local area residents is subject to separate negotiations with multiple entities and non-uniform enforcement.

In terms of direct economic impact, there would be no additional costs attributed to negotiating or administering a project agreement by proceeding under this alternative. There likely would be an increased risk of work interruption and delay caused by an insufficient number of journeypersons and apprentices, strike and/or lockout or other jobsite dispute.

B. With a Project Agreement

A project labor agreement is a pre-hire collective bargaining agreement that establishes all of the terms and conditions between a construction employer and its construction craft employees on a particular construction project. Project agreements are negotiated with the building and construction trades unions for large, complex, long-term multi-trade construction projects. The purpose of a

project agreement is to achieve construction efficiency and labor harmony by standardizing work rules applicable to the project, prohibiting work interruption by strikes or lockouts and establishing an efficient mechanism for resolving disputes between employees and employers that may arise during construction.

There are two types of project agreements: (1) Project Labor Agreement (PLA); and (2) Project Stabilization Agreement (PSA). A PLA is a stand-alone pre-hire collective bargaining agreement that contains all of the terms and conditions within the agreement and does not refer to nor incorporate within it any other agreement. A PSA is a pre-hire collective bargaining agreement that sets forth certain standardized provisions applicable to all contractors and construction craft workers on the project and then incorporates by reference the individual construction craft union master labor agreements for specific work rules applicable to that particular craft union. While PLAs and PSAs are substantially similar agreements, a PSA can be more efficiently negotiated because it doesn't seek to standardized all work rules for the project across every construction trade.

Project agreements have been used by public and private entities in California since 1938 when the Shasta Dam was constructed under such an agreement. The legality of a public entity's use of a project agreement on a major construction project was settled almost twenty years ago in Associated Builders and Contractors, Inc. v. San Francisco Airport Commission.^{vii} In that case, the California Supreme Court upheld the public entity's use of a project agreement for the modernization of the San Francisco Airport as consistent with state's competitive bidding laws also finding its use did not improperly discriminate against the rights of non-union contractors since the project agreement was open to both union and non-union bidders. Since the court's decision in 1999, there has been a significant increase in the use of PLAs and PSAs by public entities.^{viii}

To further solidify the use of project agreements in the public sector, Public Contract Code ("PCC") section 2500 went into effect on January 1, 2012. PCC Section 2500 enables public entities in California to enter into Project Labor Agreements provided such an agreement includes provisions that: prohibit discrimination; permit all qualified contractors to bid on the project regardless of signatory status to a collective bargaining agreement; guarantee against work stoppages; require testing of workers for prohibited substances; and provide a method for resolving labor disputes by a neutral arbitrator.

The use of project agreements by public entities has generated controversy and many studies regarding their impact on project costs have been prepared by supporters and opponents.^{ix} Opponents of project agreements claim that they limit the bidders to only union signatory contractors thereby driving up bid values and, further, that they discriminate against non-union contractor's rights. Proponents claim that the use of project agreement levels the playing field among contractors,

enhances compliance with prevailing wage laws and enables projects to be completed on time and on budget due to common work rules applicable to all contractors and all employees on the project. The conclusions of the studies are cited by both sides depending on which side of the of the debate they support. Because there are many factors that contribute to the final cost and completion date of a particular construction project, it is extremely difficult—if not impossible—to cite the presence or absence of a project agreement as the “but for” cause of the result.

This Project is a large, complex, long-term project that will require the use of multiple building and construction trades crafts to construct. On that basis, it is worthwhile to consider the use of a project stabilization agreement for construction. The PSA would be negotiated with the Contra Costa Building and Construction Trades Council and its affiliated local unions and would apply to all contractors performing construction craft work on the Project. The PSA would need to contain provisions that meet the requirements of Labor Code section 2500 and those necessary to achieve the City’s construction objectives.

As presented above, the current construction market in Contra Costa County and the Bay Area is robust. As such, this Project will be competing with many other large projects for contractors and construction craft workers during a period of very low unemployment. Access to an established referral procedure and pool of qualified and skilled workers will be essential to ensure the project is adequately staffed to achieve timely completion. With a PSA, all contractors working on the Project will have access to these referral procedures regardless of signatory status. Given the need to employ apprentices in the numbers compliant with the Labor Code requirements, access to the jointly administered apprentice programs is also critical since they have the largest number of building trades craft programs and participants.

A PSA would establish common work rules applicable to every contractor and construction craft worker on the Project. As such, there would be standard craft workday, shift, and holidays to facilitate construction. In addition, there would be an established grievance and jurisdictional dispute resolution procedure in the event a dispute arises. Further, there could be put in place provisions for administrative procedures, such as pre-job meetings, to communicate information in advance of construction work commencing and periodic labor-management meetings to identify and address issues that may arise during construction to avoid any jobsite issues. All of these provisions taken together would help to minimize the risk of a work disruption on the Project.

Regarding the employment of local residents during the construction of the Project, PSA provisions defining the local area from which residents would have hiring preference would be identified and priority referral from the applicable craft union

obtained. These provisions within the PSA would establish the legal basis for the preferential hiring without violating the existing chronological referral procedures of the craft unions. All contractors on the Project would have this right of preferential referral available to them without having to negotiate such a provision individually. As such, the use of a PSA is the most efficient manner by which to accomplish this objective.

With respect to direct economic costs attributable to selecting this alternative, there would be the cost to negotiate the PSA and the cost of administration of the agreement if this activity were performed by a third party entity. While this alternative has a direct cost, it provides measures to mitigate the risk of construction delay and resulting economic costs to the Project.

VI. Conclusion/Recommendation

Based on the analysis presented above, we recommend the City authorize the negotiation to tentative agreement of a Project Stabilization Agreement for the construction of the Project in order to enhance its ability to achieve its construction objectives in the most economically efficient manner. A PSA would increase the likelihood of timely completion without delays due to an insufficient supply of skilled construction craftpersons or work disruption due to labor disharmony. The PSA would promote greater construction efficiency by providing uniform work rules and proactive labor relations. Finally, the PSA would enhance the employment opportunities of local residents for Project construction related jobs.

The PSA should include, at a minimum, all of the provisions required by Public Contract Code Section 2500 and additional provisions for the priority hiring of local residents, conducting pre-job meetings, and holding periodic labor-management meetings. By implementing a PSA instead of a full PLA, the City can put in place an agreement that covers all of the essential elements necessary to achieve its Project construction objectives and avoid the additional time and resource expenditure necessary to obtain the full agreement by all construction trades on important, but non-critical provisions. Further, incorporating by reference the craft master labor agreements for work rules not covered by the PSA would enable those contractors already signatory to and familiar with such agreements to maintain their established work practices not inconsistent with the PSA.

While this recommendation requires the expenditure of resources to negotiate and administer the PSA, the cost is outweighed by the value of risk mitigation and increased costs related to construction delays due labor shortages or work disruption and provides a benefit to the community by enhancing the opportunity for local residents to be employed during construction of the Project.

Submitted by:
VLAMING & ASSOCIATES, APC

By: 
Michael J. Vlaming, President

Endnotes:

ⁱ State of California Employment Development Dept. Labor Market report for the Oakland-Hayward-Berkeley Metropolitan Division, April 20, 2018; [http://www.labormarketinfo.edd.ca.gov/file/lfmonth/oak\\$pbs.pdf](http://www.labormarketinfo.edd.ca.gov/file/lfmonth/oak$pbs.pdf)

ⁱⁱ Id.

ⁱⁱⁱ California Labor Code Section 3070 et seq.

^{iv} California Division of Apprenticeship Standards published report can be found at:

<http://www.dir.ca.gov/DAS/reports/CompPast5yr.pdf>

^v Id.

^{vi} Id.

^{vii} *Associated Builders and Contractors, Inc. v. San Francisco Airports Commission* (1999) 21. Cal.4th 352.

^{viii} Johnson-Dodds, Kimberly, *Constructing California: A Review of Project Labor Agreements*, California Research Bureau, 2001.

^{ix} See Cockshaw, Peter, *Do PLA Projects Raise Costs?*, Cockshaw's Construction Labor News + Opinion, Vol.33, No.5, May 2003; Bachman, Paul, Chisholm, Darlene C., Houghton, Johnathan, Tuerck, David G., *Project Labor Agreement and the Cost of School Construction in Massachusetts*, Beacon Hill Institute Policy Study, 2003; Belman, Dale, Ormiston, Russell, Schriver, William, and Kelso, Richard, *The Effect of Project Labor Agreements on the Cost of School Construction in New England*, Michigan State University School of Labor and Industrial Relations, 2005; Philips, Peter, *A Case Study of the East Side Union High School District 2004 Project Labor Agreement in San Jose, California*, 2005; Waitzman, Emma and Philips, Peter, *Project Labor Agreements and Bidding Outcomes, The Case of Community College Construction in California*, 2017.

**Appendix A
Construction Craft Survey**

Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
Sheet Metal Workers #104 1720 Marina Blvd. San Leandro, CA 94577	Refineries and Chemical Plant (DOW) Water Treatment Plants Schools, City Buildings, County Buildings, Private Schools, etc.	10,000	0	Over 2,000	06/30/18
Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
UA Plumbers Local #159 1308 Roman Way Martinez, CA 94553	Pinole/Hercules Waste Water Treatment Plant; Brentwood Water Treatment Plant; City Center San Ramon; Pinole Valley High School; Contra Costa Jail Expansion; 2 County Buildings in downtown Martinez; Several school projects; Concord Naval Weapons Station.	308	23	58	06/30/19
Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
Teamsters Local #315 2727 Alhambra Avenue Martinez, CA 94553	Multiple projects, too many to list.	4,500	Varies daily	Not an apprentice- able craft.	06/30/20

Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
Boilermakers Local #549 2191 Piedmont Way Pittsburg, CA 94565	Work in all the refineries and Calpine power plants.	300	0	50	9/30/2018
Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
Carpenters Local #152 3780 Alhambra Ave. Martinez, CA 94553	4 Refineries; Dow Chemical; Ongoing work at all water treatment facilities. Pinole/Hercules water treatment plant; Phillip 66 & Shell Upgrades; Ongoing maintenance at all refineries; Los Vaqueros Dam Project; City Center Bishop Ranch; Apple Store; Pinole Valley High School; BART Parking Garage; SRVSD High School; Pinole Hercules Water Treatment Plant; Brentwood Library; Coast Guard land development; Concord Naval Weapon Station, 4C Brentwood Campus Expansion.	4067	122	617	6/30/2019

Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
IBEW Local #3021875 Arnold DriveMartinez, CA 94553	Chevron Modernization project; Pinole Wastewater Treatment Plant; El Cerrito BART Facilities Upgrades; Chevron Turnaround ; Chevron Shop Building; Andeavor Refinery Turnaround; Shell Refinery Turnaround; Phillips 66 Turnaround; Los Medanos College; Contra Costa College Classroom Upgrades; 4 Tilt-up Warehouse in Richmond; Contra Costa College Administration Building; Diablo Valley College Main Electrical Switchgear Replacement; San Ramon Valley Montevideo Elementary Modernization; San Ramon Valley Rancho Romero Elementary Modernization; Brentwood Community	1139	76	111	5/31/2018

	College Campus; Google and Facebook Campuses in South bay and the Peninsula and the BART Electrical System Upgrades throughout the Bay Area; BART's system-wide Train Control and Switching Upgrades.				
Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
Painters Local #741 742 Arnold Drive Martinez, CA 94553	Chevron; Shel Refinery; Shel Chem; Tesoro; East Bay Mudd Tanks; Refineries and Bridges.	600	3	124	Painters 06/30/2020 ; Drywall 06/30/2018
Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
Bricklayers & Allied Craftworkers Local #3 8400 Enterprise Way #103 Oakland, CA 94621	Many current projects.	2100	15	400	5/1/2019

Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
Heat & Frost Insul. Local #161320 Harbor Bay Parkway #220 Alameda, CA 94502	Chevron modernization project; Ongoing maintenance at four refineries; Ongoing maintenance at area power plants; Maintenance & Turnaround in Refineries & Power Plants; Contra Costa College Administrative Building; Apple; Google; Trans Bay Terminal Project.	605	34	212	7/31/2019
Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
Sprinkler Fitters Local #483 2525 Barrington Court Hayward, CA 94545	Chevron Refinery; Shell Refinery; Brackish Water Desalination Plant; CC Community College District Buildings; El Cerrito BART; Pinole Valley High School; Wilson Elementary School; Martinez Unified School District; Concord Naval Weapons Station.	944	10	305	7/31/2018

Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
Laborers Local #324 611 Berrellesa Street Martinez, CA 94553		3,403	140	426	6/30/2019
Craft	Work Picture (Current & Future)	Active Members	Out-of-Work List	Apprentices	Expiration
Plumbers & Steamfitters Local #342 935 Detroit Avenue Concord, CA 94518	Chevron Modernization Project; Andeavor Flare Project; Endeavor Coker Unit; Multiple Refinery Turn- around and Maintenance Project.	2500	140	470	7/1/2018

Appendix B
Building Trades program completions past 5 years

	Completion Count				
	2013	2014	2015	2016	2017
ASBESTOS WORKERS					
09449 Southern California Heat & Frost Insulators & Firestoppers Allied Work	18	10	36	30	4
16427 Northern California Heat & Frost Insulators And Allied Workers J.A.C.	20	6	13	1	24
BOILERMAKER					
09502 Boilermakers Western States J.A.C.	12	6	11	14	8
BRICKLAYER					
07055 San Diego & Imperial Counties Bricklayers & Stone Masons J.A.T.C.	0	0	1	0	1
10121 Bricklayers & Allied Crafts Local 3 J.A.T.E.C.	11	7	19	14	13
10629 Masonry Industry Training Association Of Southern California Bricklaye	0	1	9	5	11
11526 Bricklayers & Allied Craftworkers Local #4 California J.A.C.	8	7	11	24	24
CARPENTRY					
00008 Southern California Carpenter J.A.T.C.	275	220	218	285	368
00038 Carpenters Training Committee For Northern California	229	153	194	242	294
05137 Southern California Modular Furnishings Installer Joint Apprenticeship	2	7	21	4	8
05151 Southern California Insulator & Weatherization Joint Apprenticeship A	7	2	7	3	7
05219 Southern California Scaffold Erectors J.A.T.C.	51	68	70	83	75
14150 Southwest Hardwood, Carpet And Synthetic Floor Layers J.A.T.C.	1	2	1	1	4
19161 San Diego Associated General Contractors J.A.C.	28	17	12	13	49
19718 Inncercity Community Unilateral Apprenticeship Committee	0	1	3	2	0
19719 Southern California Acoustical Installer J.A.T.C.	19	28	28	15	27
19950 Associated Builders & Contractor Northern California Chapter Carpent	4	11	3	24	26
CARPET, LINOLEUM - SOFT TILE					
03262 San Diego Carpet, Linoleum & Floor Covering Industries J.A.C.	0	1	4	1	2
04789 Northern California Floor Covering J.A.T.C.	37	28	19	14	30
08280 Southern California Resilient Floor & Decorative Covering Crafts J.A.T.C.	22	12	5	8	9
CEMENT MASONS					
00824 Southern California Cement Masons J.A.C.	19	30	32	40	79
05139 Southern California Laborers Cement Mason Joint Apprenticeship Com	0	0	0	2	1
07257 San Diego County Cement Masons J.A.C.	5	3	6	4	1
18496 Northern California Cement Masons J.A.T.C.	19	19	40	43	97
19161 San Diego Associated General Contractors J.A.C.	17	10	6	11	11
DRYWALL / LATHER					
00038 Carpenters Training Committee For Northern California	79	73	49	84	122
17444 Southern California Drywall/Lather Joint Apprenticeship And Training	185	179	196	228	226
19161 San Diego Associated General Contractors J.A.C.	13	10	2	2	5
19718 Inncercity Community Unilateral Apprenticeship Committee	0	1	1	0	0
DRYWALL FINISHING (TAPING)					
00076 District Council 16 Drywall Finisher Joint Apprenticeship Training Com	17	29	21	27	30
14612 Southern California Drywall Finishers Joint Apprenticeship Training Co	23	29	26	17	19
19161 San Diego Associated General Contractors J.A.C.	1	3	0	1	1

Building Trades program completions past 5 years

	Completion Count				
	2013	2014	2015	2016	2017
ELECTRICAL - ELECTRONIC					
00004 Los Angeles Electrical J.A.& E.T.C.	102	93	58	154	260
00030 San Francisco J.A.T.C. For The Electrical Industry - Inside Wireman	60	23	6	29	48
00058 San Diego Electrical J.A.T.C.	45	15	38	54	63
00065 San Joaquin & Calaveras Counties Electrical J.A.T.C.	14	1	7	13	10
00081 Santa Barbara County Electrical J.A.C.	10	9	7	5	4
00098 San Mateo County J.A.T.C. For The Electrical Construction Industry	34	20	25	23	40
00113 Contra Costa County Electrical J.A.C.	23	13	8	21	17
00119 Tri-County Electrical J.A.T.C.	7	6	0	2	5
00137 Santa Clara County Electrical Trades J.A.T.C.	35	28	41	67	101
00139 Fresno, Madera, Kings & Tulare Counties Electrical Industries J.A.T.C.	27	6	12	2	16
00146 Alameda County J.A.T.C. For The Electrical Inside Wireman Trade	29	4	24	33	48
00152 Solano & Napa Counties Electricians J.A.T.C.	32	4	5	16	7
00169 Redwood Empire Electrical J.A.T.C.	28	12	7	10	11
00374 Ventura County Electrical J.A.T.C.	9	9	12	15	17
00375 San Bernardino, Mono And Inyo Counties Electrical J. A. C.	16	12	43	14	27
00425 Central Valley Electrical J.A.T.C.	4	7	7	15	15
00494 Orange County Electrical J.A.C.	5	49	27	26	33
02012 Riverside Area Electrical J. A. C.	15	20	15	10	41
05089 Los Angeles Electrical J.A.& E.T.C.	1	0	0	0	0
05102 Crater Lake Electrical J A T C	6	3	5	5	5
05129 Orange County Electrical J.A.C.	4	2	4	8	4
08685 Kern County Electrical Joint Apprenticeship & Training Committee	15	10	6	18	7
08805 San Luis Obispo Electrical Workers J.A.C.	4	3	9	7	7
09333 Northern Nevada Electrical J.A.T.C.	7	3	0	11	8
10243 La County Intelligent Transportation Systems Electrical Joint Apprentic	8	9	30	18	5
10552 Los Angeles/Ventura Chapter Of A.B.C. Inc. E.U.A.C.	31	22	26	45	31
10607 I.B.E.W. Local Union No. 40 Los Angeles County Chapter Neca J.A.C.	2	6	4	4	3
16435 Sacramento Area Electrical Apprenticeship	55	22	18	15	14
19224 Associated Builders & Contractors Of San Diego, Inc. Electrical U.A.C.	32	17	22	65	51
19327 Southern California Chapter Of The Associated Builders And Contracto	49	24	12	17	38
19602 Western Electrical Contractors Assoc., Inc. (W.E.C.A.) Apprenticeship A	76	45	65	56	62
19885 Associated Builders & Contractors Northern California Chapter Electric	22	17	18	35	47
ELEVATOR					
05040 Southern California Elevator Constructor Joint Apprenticeship And Tra	27	27	5	23	41
10835 Northern California Elevator Industry Joint Apprenticeship And Trainin	1	108	2	16	57
ENGINEER					
09431 Joint Apprenticeship Committee For Operating Engineers For The 46 N	57	57	95	102	121
09554 Southern California Operating Engineers J. A. C.	33	48	91	88	60
10112 Associated General Contractors Of San Diego, Inc. Construction Equipr	6	12	9	6	20

Building Trades program completions past 5 years

	Completion Count				
	2013	2014	2015	2016	2017
FIRE SPRINKLER FITTER					
04391 Sprinkler Fitters U. A. Local 483 Joint Apprenticeship Committee	54	1	20	23	54
04501 Sprinkler Fitters U.A. Local 709 J.A.C.	21	17	12	18	35
19570 California American Fire Sprinkler Association, U.A.C.	17	27	18	4	25
99100 Road Sprinkler Fitters U. A. Local 669 J.A.T.C.	19	10	5	6	11
GLAZIER - GLASS WORKERS					
00370 Northern California District Council 16 Glaziers, Architectural Metal Ar	85	45	30	28	58
01403 Southern California Glaziers & Glassworkers Industry J.A.C.	41	27	16	24	31
14700 San Diego & Imperial Counties Glaziers J.A.C.	3	5	2	9	10
INSPECTOR/TESTER					
05073 Northern California Construction Inspector Joint Apprenticeship Comn	2	10	5	9	12
09554 Southern California Operating Engineers J. A. C.	9	16	10	10	10
IRON - STEEL WORKERS					
00667 International Association Of Bridge, Structural, Ornamental & Reinforc	49	41	81	46	62
01501 Int'L Association Of Bridge, Structural, Ornamental And Reinforcing Iro	17	16	25	11	16
07205 Intl. Assoc. Of Bridge, Structural, Ornamental & Reinforcing Ironworke	59	56	46	16	0
07646 Intl.Assc.Of Bridge, Structural,Ornamental & Reinforcing Ironworkers l	25	23	36	18	0
07813 International Assoc. Of Bridge,Structural,Ornamental&Reinforcing Iron	17	11	41	50	46
08885 International Association Of Bridge, Structural, Ornamental & Reinforc	14	31	83	16	54
09076 International Assoc. Of Bridge, Structural,Ornamental & Reinforcing Ir	10	0	5	10	3
09271 Intl.Assoc. Of Bridge,Structural,Ornamental & Reinforcing Ironworkers	15	11	14	6	0
LABORERS					
05043 Associated General Contractors Of America, San Diego Chapter	41	54	63	53	122
05087 Northern California District Council Of Laborers Hod Carrier J.A.C.	4	1	1	5	5
05096 Northern California District Council Of Laborer Parking & Highway Imp	6	7	9	16	22
05146 Laborers Southern California Landscape And Irrigation Fitter Joint App	7	7	10	10	3
10060 Associated Builders & Contractors Northern California Chapter Constr	5	6	7	17	35
10061 Northern California District Council Of Laborers Construction Craft Lab	135	243	188	186	504
10679 Southern California Brick Tenders J.A.C	1	0	0	0	0
10710 Laborers Southern California Joint Apprenticeship Committee	270	337	401	356	125
10748 Southern California Plaster Tenders J.A.C.	4	9	13	1	16
10789 Southern California Pavement Striper, Road Slurry, Seal Coat & Highwa	9	6	10	18	19
LINEMAN					
99120 Cal-Nev Power Lineman J.A.T.C.	32	56	92	68	69
MILWRIGHT					
00038 Carpenters Training Committee For Northern California	29	18	37	22	20
09565 Southern California Millwrights & Machinery Erectors J.A.T.C.	33	38	31	17	24

Building Trades program completions past 5 years

	Completion Count				
	2013	2014	2015	2016	2017
PAINTING - DECORATION					
00016 Painter, Paperhanger And Decorator J.A.T.C.	30	24	46	44	59
00040 Painters & Decorating J.A.T.C. Of The Bay Area Inc.	45	39	43	55	36
05115 Traffic Control Painter Automotive Marine & Specialty Painters Local #	4	2	1	0	0
05142 District Council #36 Industrial Painter Joint Apprenticeship Training Co	8	8	11	9	14
05185 District Council #16 Industrial Painters Joint Apprenticeship And Traini	0	0	0	10	11
19161 San Diego Associated General Contractors J.A.C.	13	7	3	6	5
19657 Apply-A-Line	0	1	1	0	0
19731 Southern California Painting And Decorating Contractors Of America, U	8	5	9	8	8
19912 Associated Builders & Contractors Northern California Chapter Paintin	3	7	4	6	9
PILE DRIVER					
00038 Carpenters Training Committee For Northern California	11	8	18	23	17
16129 Southern California Pile Drivers J.A.T.C.	14	18	15	12	14
PLASTERERS					
00014 Southern California Plastering Institute Apprenticeship Trust & Joint A	11	14	3	8	3
00018 Northern California Plasterer'S Joint Apprenticeship And Training Com	8	9	7	10	3
05090 Southern California Plasterer Joint Apprenticeship And Training Comm	1	7	4	3	0
PLUMBING					
00002 San Diego & Imperial Counties Pipe Trades J.A.C.	21	29	25	34	33
00011 Los Angeles Metropolitan Plumbers J.A.T.C.	32	35	21	26	28
00012 J. A. & T. C. , Plumbing, Pipe Fitting & Refrigeration Industry Of San Ma	36	17	24	2	25
00015 Napa/Solano Counties Plumbers And Steamfitters J.A.T.C.	6	4	2	6	2
00021 Glendale, Burbank, San Fernando Valley & Antelope Valley Plumbers &	27	13	13	16	25
00023 U.A. Local 38 Joint Apprenticeship & Training Committee Of The Plum	69	32	15	51	72
00037 Joint Apprenticeship Committee For The Plumbing & Pipefitting Indust	35	33	17	15	23
00042 Contra Costa County Plumbing & Pipefitting Industry J A T C	4	4	1	4	4
00061 Pipe Trades Dc #36 Trust Funds J.A. & T. C.	41	26	18	31	30
00122 Los Angeles & Orange Counties Air-Conditioning & Refrigeration J.A.T.	29	15	16	22	19
00125 Pipe Trades J.A.T.C. Of Santa Clara And San Benito Counties	62	30	35	25	71
00156 United Association Local Union 342 J.A.T.C.	65	34	27	50	57
00163 San Bernardino & Riverside Counties Plumbing & Steamfitter Trade J.A	18	19	19	17	20
00238 Kern, Inyo & Mono Counties Plumbing, Pipefitter & Refrigeration/Air C	4	6	3	4	8
00277 Santa Barbara County Pipe Trades J.A.C.	4	3	7	1	4
00280 Los Angeles & Vicinity Steamfitters And Industrial Pipefitters J.A.T.C.	35	23	18	43	28
00656 Orange County Plumbers & Steamfitters Joint Apprenticeship & Traini	19	18	26	23	19
03029 Pomona And San Gabriel Valleys Plumbers & Steamfitters J.A.C.	24	22	16	15	6
04088 Ventura County Plumbing & Pipefitting J.A.C.	2	1	4	2	7
05150 San Diego & Imperial Counties Pipe Trades Service Refrigeration & Air	0	0	9	4	5
08378 San Luis Obispo County Plumbing J.A.C.	0	2	3	1	7
08902 Oregon/S.W. Washington/N.W. California Plumbers And Steamfitters.	0	0	1	0	10
09307 Inland Refrigeration J.J. & A.T.C.	5	2	1	2	3
09334 Reno Plumbers & Fitters J.A.T.C.	0	2	3	4	5
10043 Associated Builders & Contractors Northern California Chapter Plumbi	4	2	7	11	20

Building Trades program completions past 5 years

	Completion Count				
	2013	2014	2015	2016	2017
10556 Landscape & Irrigation Fitter Of Southern California J.A.T.C.	12	7	7	12	11
19699 Northern California Local 355 J.A.T.C.	4	4	2	5	5
19810 P.H.C.C. Of The Greater Sacramento Area Plumbers U.A.C.	9	1	9	6	6
19814 Associated Builders & Contractors Of San Diego, Inc. Plumbing / Pipefit	18	22	20	20	20
19837 Southern California Chapter Of The Associated Builders & Contractors,	8	10	11	8	8
ROOFERS					
00109 West Bay Counties Roofers And Waterproofers J.A.T.C.	27	10	15	15	12
00177 Southern California Roofers Waterproofers J.A.C.	50	38	37	39	25
02898 East Bay And North Bay Counties Roofers/Waterproofers J.A.T.C.	28	18	16	17	19
07293 San Diego & Imperial Counties Roofers & Waterproofers, J.A.C.	0	0	1	3	2
07294 Central Valley Roofers, Waterproofers & Allied Workers J.A.T.C.	0	8	3	2	13
09028 Valley Roofers & Waterproofers J.A.T.C.	7	3	15	11	17
09069 Santa Clara Valley Area Roofers And Waterproofer J.A.T.C.	15	8	9	17	12
19704 Independent Roofing Contractors Of California, U.A.C.	8	27	17	12	13
SHEET METAL					
00010 Bay Area Sheet Metal J A C	96	21	23	69	56
00020 Southern California Sheet Metal J.A.&T.C.	136	76	71	28	76
00045 Kern & Northern Los Angeles Counties Air Conditioning & Sheet Metal	5	2	4	0	4
00052 Fresno Sheet Metal Workers J.A.T.C.	12	5	1	1	4
00123 Northern California Valley Sheet Metal Industry J.A.T.C.	35	18	18	13	13
00131 San Diego Sheet Metal J.A.C.	25	22	10	21	30
03275 Modesto Area Sheet Metal Workers J.A.T.C.	0	1	4	5	2
04489 Tri Counties Sheet Metal & Air Conditioning Industry J.A.C.	1	4	0	0	0
05110 So. Calif. Chapter Of A.B.C., Inc. Heating, Ventilation & Air Cond. U. A	0	0	0	0	1
05111 South. Calif. Chapter Of Associated Builders And Contractors, Inc. Shee	0	4	7	2	3
19421 Air Conditioning Trades Association U.A.C.	3	6	6	15	12
19821 Associated Builders & Contractors Of San Diego, Inc. Sheet Metal U.A.	11	25	7	10	18
SOUND / COMMUNICATION					
00374 Ventura County Electrical J.A.T.C.	0	0	0	0	1
05041 Associated Builders & Contractors Of San Diego, Inc., Electronic System	2	3	1	1	2
05112 So. Ca. Chapter Of A B C., Inc. Electronic Systems Technician /Voice Da	5	9	11	6	11
08685 Kern County Electrical Joint Apprenticeship & Training Committee	0	0	0	2	0
08819 Los Angeles County Intercommunication & Sound J.A.C.	19	8	7	27	27
08912 San Diego County Sound Technicians J.A.C.	7	12	5	7	7
10837 Western Burglar & Fire Alarm Association U A T C	9	17	12	17	17
19167 Northern California Sound And Communication J.A.T.C.	26	33	53	33	68
19602 Western Electrical Contractors Assoc., Inc. (W.E.C.A.) Apprenticeship A	6	15	5	12	15
19790 Communication Workers Of America/American Communication Contr	1	2	3	7	7
19791 Orange County Sound Technician Joint Apprenticeship Committee	4	18	13	18	9
19924 Riverside, San Bernardino, Mono & Inyo Counties Sound Technician J.	0	1	1	2	0

Building Trades program completions past 5 years

	Completion Count				
	2013	2014	2015	2016	2017
SURVEYOR					
09442 Northern California Surveyors Joint Apprenticeship Committee	12	21	20	24	26
17293 Southern California Surveyors J.A.C.	18	22	21	21	26
TEAMSTER					
05147 Construction Teamsters Apprenticeship Fund Of So California J A C	0	5	3	0	1
TILE LAYER/SETTER					
00029 Joint Apprenticeship Committee Tile & Terrazzo Industry	21	25	18	32	42
00088 Northern California Tile Industry Joint Apprenticeship Training Commi	8	9	26	17	14
10121 Bricklayers & Allied Crafts Local 3 J.A.T.E.C.	2	6	11	7	6
10999 Sacramento Area Tile, Terrazzo & Marble Trades J.A.T.C.	1	2	3	5	6
11526 Bricklayers & Allied Craftworkers Local #4 California J.A.C.	1	0	1	1	9
19760 Southwest Terrazzo Installers And Finishers J.A.T.C.	4	10	5	9	5



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Designation of a Voting Delegate and Alternate Delegate for the League of California Cities Annual Conference, and Authorization for Associated Conference Expenses Not to Exceed \$1,450

RECOMMENDED ACTION

It is recommended that the Council appoint a Voting Delegate and Mayor Alternate Delegate for the 2018 League of California Cities Annual Conference. It is further recommended that the Council authorize the associated conference expenses for one participant in an amount not to exceed \$1,450.

STRATEGIC PURPOSE

Long Term Goal L: Provide exemplary City administration. In order to be good administrators and leaders within our Community and the region, it is essential that we participate in regional activities and events such as the League of California Cities annual conference. The conference is focused on information and legislation of importance to local governments statewide.

FISCAL IMPACT

The registration and hotel accommodations for one participant will total approximately \$1,450. The City Council fiscal year 2019 budget includes sufficient funds to cover this expense.

DISCUSSION

The League's 2018 Annual Conference is scheduled for September 12 – September 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting, scheduled on Friday, September 14th. At that meeting the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate. The City may also appoint up to two alternate Voting Delegates, one of whom may vote in the event that the designated Voting Delegate is unable to serve in that capacity.

The attached Voting Delegate form must be completed and returned to the League's office no later than Friday, August 31, 2018. This allows the League's office time to establish voting delegate/alternate records prior to the conference.

ATTACHMENTS

- A. League of California Cities' letter dated May 17, 2018
- B. Conference Voting Procedures
- C. 2018 Annual Conference Voting Delegate/Alternate Form
- D. Travel and Expense Policy



1400 K Street, Suite 400 • Sacramento,
California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2018

May 17, 2018

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 12 - 14, Long Beach**

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 12, 8:00 a.m. – 6:00 p.m.; Thursday, September 13, 7:00 a.m. – 4:00 p.m.; and Friday, September 14, 7:30 a.m.– 11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, August 31. If you have questions, please call Kayla Curry at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2018 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 31, 2018

League of California Cities
ATTN: Kayla Curry
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kcurry@cacities.org
(916) 658-8254

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

PURPOSE

This document establishes the expense and reimbursement policy for all Elected and Appointed (non-employee) Officials of the City of Antioch. As Elected Officials, individuals may incur expenses related to the execution of their duties and responsibilities. These expenses may include the following: personal vehicle use, communication needs (cell phones, internet, and personal phone lines, newspaper subscriptions), and conferences and meetings related to the City's interests. As to Appointed Officials on the Administrative Appeals Board, Design Review Board, Economic Development Commission, Parks and Recreation Commission, Planning Commission, Police Crime Prevention Commission and Investment Committee, there may be opportunities for individuals to attend educational seminars or meetings related to the City's interests as approved by the City Council. Therefore, this policy establishes procedures for requesting and receiving payment for expenses incurred while representing the City on official business.

ADOPTION AND IMPLEMENTATION

The Council is responsible for adopting the expense and reimbursement policy for Elected and Appointed Officials and for approving any subsequent policy revisions.

EXCEPTIONS

The City Council may approve exceptions to this policy on a case-by-case basis for special or unique circumstances.

I. PERSONAL VEHICLE USE

In recognition of the fact that Elected Officials may use their private vehicles while performing their duties, a monthly vehicle allowance will be provided, as allowed pursuant to California Government Code section 1223. In addition to expenses associated with direct use of a private vehicle, this allowance shall also cover related expenses such as bridge tolls and routine parking fees. In order to be eligible for the reimbursement allowance, Elected Officials shall annually provide proof of liability insurance to the City Clerk. The monthly cap on reimbursement of automobile expenses for personal vehicle usage shall be as follows: Mayor: \$450; Council Members: \$350; City Clerk: \$350; City Treasurer: \$350.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

II. COMMUNICATION EQUIPMENT AND SERVICES

In recognition of the fact that City Council members have a significant responsibility to stay in touch with their constituents and City management employees, reimbursement of communication equipment shall be allowed for cell phone service and equipment, internet service and equipment, local and long distance telephone and fax line service and equipment. Individual council members will be responsible for establishing their own communication service providers and all bills for such service will be paid by the individual. Expense reports shall be submitted on the City's form within 30 days of an expense being incurred. The monthly cap on reimbursement of communication equipment and services shall be as follows: Mayor \$100; Council Members \$50. Any communication service expenditures beyond that amount will be borne by the individual elected official.

III. MEMBERSHIPS

The City Council shall decide which groups to join as an entity, such as the League of California Cities or the Antioch Chamber of Commerce, through City Council action including the budget process. Individual memberships in groups by Elected or Appointed Officials shall be the personal expense of those individuals unless otherwise approved in advance by the City Council.

IV. LOCAL CITY EVENTS

Elected City Officials may be reimbursed for the cost of attending local events related to the City's business upon completion of an expense report and documentation of expenses. City funds shall not be used to purchase alcohol or reimburse Elected Officials for alcohol related costs, unless as part of a set price for the event that happens to include alcohol. If a guest accompanies an Elected Official, only the cost of the Elected Official will be reimbursed.

V. TRAVEL

In recognition of the fact that Elected Officials may need to represent the City at conferences and meetings and may incur expenses in the course of their travel, this policy establishes procedures for requesting and receiving payment for travel and travel-related expenditures. Appointed Officials must be specifically authorized by the City Council to attend educational seminars or other meetings in order to seek reimbursement.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

(A) PROCEDURE

The key document in the administrative process is the Travel Authorization/Warrant Request (TA/WR). Besides ensuring that travel by Elected and Appointed Officials is conducted within this policy, the TA/WR summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for cash advances, vendor payments and credit card purchases. General instructions for completing and processing this form are provided in a separate document.

(B) AUTHORIZATION PROCESS

All travel by an Appointed Official shall be pre-approved by having the item placed on the City Council Consent Calendar. Overnight travel by an Elected Official, shall be pre-approved by having the item placed on the City Council Consent Calendar.

After travel, the Travel Authorization report must be finalized. Finance will review for receipts and policy compliance.

(C) METHODS OF REIMBURSEMENT

There are three ways to request and receive payment for travel and travel-related expenditures: (1) advance payment, (2) reimbursement for actual expenditures, and (3) credit card usage.

(1) Advance payments: Elected Officials may request a cash advance for meals. The advance will be within the IRS approved per diem rates for meals and incidental expenses (M&IE) for the location/area visited as listed in Publication 1542. The value of meals provided at conferences, training, or other travel programs will be deducted from the cash advance at the following rate:

Breakfast - 20% Lunch - 30% Dinner - 50%

Other items, such as conference registration, lodging, and air fare may be paid directly to the vendor in advance of travel.

Upon return from travel, all cash advances must be documented with original itemized receipts.

(2) Reimbursement: Elected and Appointed Officials shall be reimbursed for all eligible expenditures upon return from travel for items that have original receipts. A Travel Authorization/Warrant Request with original receipts will be paid by Finance within the regular accounts payable time

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

schedule. Reimbursement claims should be submitted within 30 days from the return from travel, and no reimbursements may be made that cross over fiscal years.

(3) Credit Card Usage: Elected and Appointed Officials may use personal credit cards to pay for travel expenses. Original receipts must be included with the Travel Authorization/Warrant Request to be eligible for reimbursement.

(D) ELIGIBLE EXPENDITURES

Meals and Incidental Expenses (M & IE)

- **Meals:** City funds shall not be used to purchase alcohol or reimburse Elected or Appointed Officials for alcohol related costs. Meal costs will be reimbursed as supported by original itemized receipts.

- **Personal Meals:** All expenditures must be documented and reimbursement will not exceed the meal schedule listed above.

- **Business Meals:** To qualify as a business meal, the identity of the participants and the business purpose of the discussion must be substantiated.

- **Incidental Expenses:** Those related to City business will be reimbursed at cost as supported by original receipts (e.g., tolls and taxi cabs).

In no event shall the reimbursement for meals and incidental expenses exceed the IRS approved per diem rates for the location visited as listed in Publication 1542.

- **Lodging:** The City will pay lodging expenses for Elected or Appointed Officials during official travel requiring one or more overnight stays. The City will pay for lodging for the evening preceding or subsequent to a meeting or business event when the Elected or Appointed Official would have to travel at unreasonably early or late hours to reach his or her destination.

Elected or Appointed Officials shall make an effort to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The City will pay only for standard single rooms for individual Elected Officials. If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor. If conference rates are not available, government rates must be requested. A

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

list of hotels offering government rates in different areas of the country is available in the Finance Department. Lodging rates that are equal to or less than the government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

If a double room is requested by an Elected or Appointed Official because he or she is accompanied by a spouse or other person, the difference between the single and double room rate shall be considered the Elected or Appointed Official's personal expense.

Elected or Appointed Officials shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the Elected or Appointed Official's personal expense unless failure to cancel the reservation was due to circumstances beyond the Elected Official's control.

- **Personal Entertainment:** No reimbursement will be made for personal entertainment.

- **Guests:** If a guest accompanies an Elected or Appointed Official, only the cost of the Elected or Appointed Official will be reimbursed. All costs above a single person will be borne by the Elected or Appointed Official.

- **Discounts:** If offered early registrations should be obtained whenever possible.

- **Telephone/Internet:** The City will pay for all City-related business telephone calls or internet use by an Elected or Appointed Official while traveling on authorized City business. If approved prior to travel, the City may pay for personal internet use up to \$5.00 per day for authorized overnight business travel within California and up to \$10.00 per day for all other authorized overnight business travel.

- **Transportation:** All travel will be made by the method most cost effective for the City. Considerations such as time, distance traveled and cost of transportation should be factors in arriving at the lowest cost. Elected and Appointed Officials shall endeavor to book air travel to take advantage of discounts and nonrefundable ticket fares where practical. All flights shall be booked at coach class or equivalent level. Any additional costs incurred due to personal travel added on before or after the trip will be paid by the Elected or Appointed Official.

Elected and Appointed Officials are encouraged to use their personal vehicles as transportation to and from airports. The cost of traveling from home to the

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

airport will be paid for from monthly stipend. If a personal vehicle is left at the airport for more than one day, parking will be reimbursed per day based on long term parking rates or other transportation to and from the airport, whichever is less. Parking will not be reimbursed at the short term parking rate.

The use of rental vehicles is discouraged and shall be authorized only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical. Elected or Appointed Officials must understand that the City's vehicle insurance coverage does not cover the individual driver of a rental car. Therefore, the City Official shall confirm personal coverage under their personal insurance or purchase additional insurance from the rental agency at their own expense. Rental vehicles shall be driven only by Elected or Appointed Officials included on the car rental agreement. Elected or Appointed Officials shall be reimbursed for reasonable taxi fare, airport van, or other public transportation in order to travel from their destination airport to their hotel.

VI. REPORTING OF EXPENDITURES

If the City reimburses an Elected or Appointed Official for attending a "meeting" as defined under the Brown Act¹, the Official shall provide a brief written or oral report regarding the "meeting" at the next regular meeting of the Council or applicable commission, board or committee to which the Official belongs. For other educational seminars or events for which expenses were reimbursed by the City, the Official may provide a brief written or oral report at the next regularly scheduled meeting of the Council or applicable commission, board or committee to which the Official belongs.

VII. ACKNOWLEDGEMENT

After being sworn in, Elected or Appointed Officials will be required to sign a statement formally acknowledging receipt and acceptance of this policy.

¹ The Brown Act (California Government Code section 54952.2) defines a meeting as including "any congregation of majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains."



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: The Mayor Appoint a City Attorney Ad Hoc Recruitment Committee to Interview Recruiting Firms for the Purpose of Selecting the Next City Attorney

RECOMMENDED ACTION

It is recommended that the Mayor nominate and Council appoint a two (2) member City Attorney Ad Hoc Recruitment Committee to interview recruitment firms for the process of selecting the next City Attorney.

STRATEGIC PURPOSE

The recommended action supports **Long Term Goal L:** City Administration. Provide exemplary City administration.

Strategy N-1: Effectively and efficiently provide legal services in support of the City's policies, procedures and initiatives.

FISCAL IMPACT

The recommended action has no direct impact on the City's finances until a recruitment firm is selected. When a recruitment firm is selected, the contract with the recruitment firm will be brought back to City Council for approval.

DISCUSSION

The City Attorney Ad Hoc Recruitment Committee will serve for a limited time from appointment to approximately December 31, 2018, or when their role is completed, whichever first occurs.

Currently, the City is contracting with the law firm Cota, Cole, Huber, LLP. The following firms have been identified as those to receive a Request for Proposal:

- Avery & Associates
- Peckham & McKenney
- Ralph Anderson
- Bob Murray & Associates
- CPS
- Teri Black & Company

The typical timeline for the process may be:

- Solicit proposals and select a recruiting firm – 6 weeks
- Meet with the recruiter and develop desired qualifications – 2 weeks
- Recruiter conducts a search for candidates – 8 weeks
- Recruiter interviews top 10 – 15 candidates – 2 weeks
- Recruiter meets with Council to review results of interviews – 2 weeks
- Council interviews top six candidates – 2 weeks
- Council interviews top two candidates – 1 week
- Council makes an offer and negotiations commence – 2 weeks
- New City Attorney starts work – 4 weeks

After the recruitment firm is selected and once the application date closes for candidates, decisions made regarding the screening and interview process of individual City Attorney candidates qualify for City Council Closed Session discussions.

The City Attorney Ad Hoc Recruitment Committee is an ad-hoc committee not subject to Brown Act requirements, since it is for a limited subject, has a limited duration and involves personnel issues for a position subject to City Council oversight. The proposed date for the expiration of the City Attorney Ad Hoc Recruitment Committee is December 31, 2018.

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Extend expiration of Quality of Life Ad Hoc Committee

RECOMMENDED ACTION

It is recommended that the City Council retain the existing members and discuss and extend the expiration of the Quality of Life Ad Hoc Committee from June 30, 2018 to December 31, 2018.

STRATEGIC PURPOSE

The recommended action supports **Strategy O-2:** Ensure the City achieves long-term fiscal sustainability.

FISCAL IMPACT

The recommended action has no direct impact on the City's finances until the City decides to go to the polls with any quality of life measures.

DISCUSSION

On May 9, 2017 the City Council discussed and recommended that Mayor Pro Tem Lamar Thorpe and Council Member Monica Wilson serve on the Quality of Life Ad Hoc Committee. The original date of expiration for this committee is June 30, 2018, or when their role is completed, whichever first occurs.

The purpose of the Ad Hoc Committee is to discuss and strategize how best to engage residents and stakeholders around their priorities and the city's long-term fiscal health and sustainability, including what types of revenue options, if any are viable and of interest to the community in 2018. The Ad Hoc Committee also considers Best Practices other communities have recently implemented to achieve these goals, including recent ballot measure practices and approaches.

The Ad Hoc Committee is not subject to Brown Act requirements, since it is for a limited subject, has a limited duration and involves decisions subject to City Council oversight. The extended proposed date for the expiration of the Ad Hoc Committee is December 31, 2018.

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 12, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Interim City Attorney *DC*

SUBJECT: Resolution approving the First Amendment to the Employment Agreement with Rowland Bernal Jr. for City Manager Services and authorizing the Mayor to sign the Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the First Amendment to the Employment Agreement with Rowland Bernal Jr. (hereinafter "Bernal") for City Manager Services and authorizing the Mayor to sign the Agreement.

STRATEGIC PURPOSE

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

Strategy L-11: Attract and hire highly qualified candidates to fill funded vacant positions.

FISCAL IMPACT

On May 9, 2017, City Council approved an employment agreement with Rowland Bernal, Jr. for City Manager services. This employment agreement stated that Bernal's annual salary of Two Hundred and Thirty Thousand Dollars (\$230,000). The First Amendment to this employment agreement increases the annual salary to Two Hundred and Fifty Thousand Dollars (\$250,000). The attached City Manager contract will not need a budget adjustment for FY2018 and FY2019 since there are salary savings in the City Manager budget.

DISCUSSION

On May 9, 2017, the City Council approved an employment agreement with Rowland Bernal, Jr. for City Manager services and authorized the Mayor to sign the agreement. The First Amendment reflects direction provided to the City Attorney on May 22, 2018 in closed session following the evaluation of Bernal's performance on May 8, 2018.

In summary, the First Amendment extends the term of Bernal's employment for one year from 12 a.m. May 9, 2018 to 12 a.m. May 9, 2019 and increases Bernal's annual salary to Two Hundred and Fifty Thousand Dollars (\$250,000.00). The salary increase reflects a positive review and an amount consistent with surrounding cities, and cities of similar size. The following is list of City Managers annual base salary:

Brentwood:	\$251,075
Pittsburg:	\$257,760
Oakley:	\$239,460
Concord:	\$274,104
Richmond:	\$281,507
Walnut Creek:	\$254,000

All of the remaining terms and provisions of the agreement dated May 9, 2017 shall remain in effect.

This Staff Report is intended to facilitate the City's compliance with SB 1436 (2006), which requires a public report of a summary of recommendation regarding any change in the benefits or salary of local agency executives.

ATTACHMENTS

A. Resolution

Exhibit A to Resolution – First Amendment to Employment Agreement dated
May 9, 2017

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ANTIOCH AND ROWLAND BERNAL JR. FOR
CITY MANAGER SERVICES**

WHEREAS, on May 9, 2017, the City Council approved an employment agreement with Rowland Bernal, Jr. for City Manager services and authorized the Mayor to sign the agreement; and

WHEREAS, the City Council desires to approve a First Amendment to the May 9, 2017 employment agreement with Rowland Bernal, Jr. for City Manager services; and

WHEREAS, the First Amendment reflects direction provided to the City Attorney on May 22, 2018 in closed session following the evaluation of Rowland Bernal, Jr. performance on May 8, 2018.

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

Section 1: The First Amendment to the Employment Agreement between the City of Antioch and Rowland Bernal, Jr. for City Manager service attached to this Resolution as "Exhibit A" is hereby approved and the Mayor is authorized to execute this Agreement.

* * * * *

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 12th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

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

EXHIBIT A

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF ANTIOCH AND ROWLAND BERNAL JR.

The City of Antioch ("City") and Rowland Bernal Jr. ("Bernal") have previously enter into that certain Employment Agreement dated May 9, 2017 ("Agreement"), whereby Bernal was employed as the City Manager of the City. The parties agree to modify and amend the Agreement as follows:

1. **Section 2 – Term. A.** of the Agreement is amended to extend the term of Bernal's employment to 12: a.m. May 9, 2019.
2. **Section 8 – Compensation.** of the Agreement is amended to increase Bernal's annual salary from Two Hundred and Thirty Thousand Dollars (\$230,000.00) to Two Hundred and Fifty Thousand Dollars (\$250,000.00).
3. Except as modified herein all of the remaining terms and provisions of the Agreement dated May 9, 2017 shall remain in effect. If any conflicts exist between the Agreement and this First Amendment, the First Amendment shall govern.

City of Antioch

By: _____ Date: _____.
Sean Wright, Mayor

Approved as to form:

_____ Date: _____.
Derek Cole, City Attorney

Attest:

_____ Date: _____.
Arne Simonsen, CMC, City Clerk of the City of Antioch

By: _____ Date: _____.
Rowland Bernal Jr.

**CITY OF ANTIOCH
AGREEMENT WITH ROWLAND BERNAL JR. FOR
CITY MANAGER SERVICES**

The Agreement ("Agreement"), dated for reference purposes only the 9th day of May, 2017, is made and entered into at Antioch, California by and between the City of Antioch, California ("City") and Rowland Bernal Jr. ("Bernal").

RECITALS

WHEREAS, the City requires the services of a person with proven executive and administrative qualifications to fill the position of City Manager; and

WHEREAS, the City, acting by and through its City Council, desires to employ the services of Bernal as City Manager and to appropriately compensate him for such services; and

WHEREAS, Bernal desires to be employed by the City as City Manager for appropriate compensation and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained in this Agreement, the parties agree as follows:

Section 1 – Appointment. The City agrees to employ and appoint Bernal to the position of City Manager for the City of Antioch, California upon the commencement of the Term defined below and does hereby confer upon and delegate to Bernal all of the duties, powers, and responsibilities of City Manager as the same are set forth in State law, the City of Antioch Municipal Code, the ordinances, resolutions, policies, rules and regulations existing thereunder, and the provisions of this Agreement ("the Services"). Bernal accepts employment as City Manager and agrees to serve as such. Bernal serves at the pleasure of a majority of the City Council, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Bernal at any time, subject only to the provisions of this Agreement.

Section 2 – Term.

- A. The initial term of this Agreement shall be for a period of twelve (12) months beginning 12:00 a.m. May 9, 2017 and shall continue until 12:00 a.m. May 9, 2018 (the "Initial Termination Date").
- B. This agreement shall automatically renew as provided herein unless the City gives the City Manager timely notice of non-renewal. The City must give the City Manager written notice of non-renewal at least 90 days prior to the Initial Termination Date. Unless such notice of non-renewal is timely given, this Agreement shall automatically renew for an additional one-year Term or for such

other term as agreed upon by the parties, which may be negotiated at any time prior to the Initial Termination Date.

Section 3 – Duties. Bernal's employment shall be Full Time. As City Manager, Bernal shall perform the duties and functions of the City Manager identified in State Law, Antioch Municipal Code, the ordinances, resolutions, policies, rules and regulations existing thereunder and other duties and functions as the City Council may assign. Bernal accepts employment subject to the terms and conditions of this Agreement and agrees: (1) to perform all such duties and functions in a professional and ethical manner to the best of his skill and ability; (2) and to use his best efforts to promote and advance the interests and the City Council's goals and objectives.

Bernal understands and agrees that the position of City Manager is not a part time position and will require Bernal to work greater than a customary forty hour week. Although City Hall is generally open to the public during regular set work hours, Bernal shall perform his obligations as full time City Manager during regular work hours and on such evenings, weekends and other times as are necessary. Bernal also acknowledges that the position of City Manager is a position of high visibility before the public and agrees that he shall conduct himself before the public and City staff, both during and outside of regular working hours, in a manner that reflects favorably on the City.

The parties acknowledge that Antioch is a general law city that operates under a Council-Manager form of government and that the City Manager is therefore vested with responsibility for the administration of all City finances and operations in accordance with the City's ordinances, policies and budgets passed by the City Council. Such responsibility includes but is not limited to the authority, without interference from the City Council, to hire, manage, promote, discipline and terminate all non-elected City employees, except the City Attorney, in accordance with any active collective bargaining agreements and the laws and ordinances to which the City is subject, whether local, state or federal.

Section 4 – No Other Employment. Bernal agrees not to undertake any other employment during the term of this Agreement. Bernal further agrees to confer with the City Council before undertaking any non-paid projects for organizations other than the City which may require a substantial time commitment by Bernal.

Section 5 – Termination by Bernal. Bernal may terminate this Agreement and resign as City Manager at any time, for any reason, upon 45 days prior written notice to the City. Upon receipt of written notice from Bernal, the City may elect to immediately remove Bernal from his position as City Manager or to allow Bernal to remain as City Manager for all or any part of the notice period. If the City removes Bernal from his position as City Manager prior to the expiration of notice period, the City will pay Bernal an amount equal to the salary and benefits that Bernal would have received if he had remained in the City Manager position until the expiration of notice period, less legally required withholdings. If the City advises Bernal that he should continue to perform his

duties and functions as City Manager during the notice period, and Bernal fails to do so, Bernal will receive no salary or benefits after the last date on which he actually performs his City Manager duties and functions.

Section 6 – Termination by City.

- A. Termination for Good Cause. The City Manager may be discharged for Good Cause. Good Cause includes, without limitation, and as determined in the reasonable discretions of the City, any of the following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, (6) involvement in any act involving moral turpitude that would compromise Bernal's effective performance as City Manager, (7) taking a position adverse to the interests of the City without the City's prior written consent, (8) violation of any fiduciary duty owed to the City, (9) failure to abide by the employment restrictions under this Agreement, (10) failure to observe or perform any of his duties and obligations under this Agreement, if that failure continues for a period of thirty (30) days after Bernal receives written notice from the City Council specifying the acts or omissions deemed to constitute that failure.

If the City elects to terminate this Agreement for Good Cause, it will pay Bernal for all earned pay and accrued, unused vacation leave at the time it notifies Bernal of the termination decision, less legally required withholdings. Bernal will be entitled to no pay or benefits after the date that the City notifies him that this Agreement and his employment by the City are being terminated for Good Cause. If the City Council intends to terminate this Agreement for Good Cause, it will provide notice of its intention to Bernal with a written explanation of the basis for that decision, sent to Bernal's last known home address at least 10 days prior to the City Council meeting in which the termination will be considered. Bernal will have the right to meet with the City Council for the purposes of discussing the basis for his proposed termination for Good Cause prior to a final vote on his termination, which will take place in closed session unless Bernal timely exercises any right he possesses under Government Code section 54957(b)(1)-(2), if applicable. In order to exercise his right to meet with the Council, Bernal must provide a written request to meet to the Mayor of the City and the City Attorney within five days of the date of the meeting in which termination of employment will be considered. Failure to timely provide such written notice shall constitute a waiver of the right to be heard. Unless he timely exercises his right under Government Code section 54957(b)(1)-(2), to the extent those provisions are applicable, Bernal shall have no right to be heard publicly by the City Council prior or subsequent to a final vote on his termination and hereby waives any right to be heard publicly under the Antioch Municipal Code; provided however that no provision of this Agreement shall constitute a waiver of Bernal's rights in law or equity to recover damages caused by an abuse of this provision by the City.

- B. Termination without Good Cause. If the City elects to terminate this agreement and Bernal's employment without Good Cause as defined in this Agreement, it shall not be required to provide any reasons for that decision to Bernal or anyone else. Notice of Termination Without Cause shall be provided in writing.

The City will pay Bernal for all earned pay and accrued, unused vacation benefits up to but not including the effective date of termination, less legally required withholdings. Additionally, the City will pay Bernal his monthly salary and health benefits amount (meaning just what is known as the flexible benefits or cafeteria plan amount) at the rate he is earning on the date he is given notice that this Agreement and his employment are being terminated, less legally required withholdings ("severance payment") for twelve (12) months following such notice or until he receives comparable employment within such time, at which point the severance payments shall be discontinued. "Comparable employment" shall mean employment paying seventy-five (75%) or more of his then current city manager salary.

- C. Bernal shall not be entitled to any severance payment if he is terminated, resigns or retires following his arrest for a felony or a crime of moral turpitude or for a documented incident of dishonesty affecting the affairs of the City. Further, pursuant to Article 2.6 of Division 2 of Title 5 of the California Government Code (section 43243 et seq.), if Bernal is convicted of a crime involving abuse of his position, as defined under State law, he shall not be entitled to paid leave during the investigation, any cash settlement paid related to termination, or any severance payment and Bernal shall reimburse the City any such salary or benefits or payments provided in this circumstance.

Section 7 – Inability To Perform Essential Duties and Functions. Bernal agrees that if he is unable to perform the essential duties and functions of the City Manager position for any reason for more than 120 consecutive calendar days, the City may terminate this Agreement. If the City elects to terminate this Agreement based on Bernal's inability to perform the essential duties and functions of the City Manager position, it will so advise Bernal in a writing sent to Bernal's last known home address. Such termination shall not be deemed termination for "Good Cause" as defined in this Agreement, unless Bernal chooses to contest the termination pursuant to Section 6.A above. At the time the City provides such notice, it will pay Bernal for all earned pay and accrued, unused vacation benefits, less legally required deductions. However, Bernal will not be entitled to any severance payments described above pursuant to Section 6.B. of this Agreement.

If termination of this Agreement is the result of the death of Bernal, the City shall pay all salary and benefits then due to Bernal's legal heir(s).

Section 8 – Compensation.

- A. Salary. The City agrees to pay Bernal for the performance of his duties and functions an annual salary as follows: \$230,000.00. The City Council shall determine annually whether Bernal shall be granted a cost of living adjustment (COLA) provided other Executive Management employees and whether Bernal shall be granted any additional salary increase.

Salary will be paid in installments at the same time that other employees of the City are paid. Bernal shall not be entitled to receive payment or credit for, and City shall not pay or credit Bernal for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Bernal acknowledges that the position of City Manager is exempt from the provision of the Fair Labor Standards Act (FLSA).

- B. Benefits. During the term of this Agreement and his employment hereunder, Bernal shall be entitled to receive benefits on the same terms and conditions as other Executive Management employees of the City as set forth in the current City of Antioch Management Benefit Document (the current City of Antioch Management Benefit Document dated October 1, 2016 through September 30, 2021 is attached as Exhibit 1), unless otherwise set forth in this Agreement.

- Retirement benefits available on the same terms and conditions as other Executive Management employees under classic PERS of 2.7 at 55, which currently includes paying 1.0% of the employee's PERS contribution and reimbursing the City for 7.0% of the employer's PERS contribution or as may be amended through the Management Benefit Document for Executive Management employees.
- Bernal is entitled to the City of Antioch's Medical-after-Retirement benefit.

Except as expressly set forth in this Agreement, Bernal shall not be entitled to nor be paid for any other benefits available to non Executive Management employees of the City.

Section 9 – Performance Evaluations.

- The City Council recognizes that for the City Manager to respond to its needs and to grow in the performance of the City Manager's job, the City Manager needs to know how the City Council members evaluate the City Manager's performance. To assure that the City Manager gets this feedback, the City Council shall conduct an evaluation of the City Manager's performance on or about the six (6) month anniversary of the initial term of this agreement stated in Section 2.A. – Term. The City Council and the City Manager shall jointly define goals and performance objectives which they deem necessary for the proper operation of the City in the attainment of the City Council's policy objectives, and

shall establish the relative priority among the various goals and objectives. The City Council shall review and provide the City Manager with a written evaluation of his performance based on criteria established by the City Council with the City Manager's assistance. The City Council and the City Manager shall jointly establish written performance goals and objectives within the first 30 days of the initial term of this agreement stated in Section 2.A. - Term for the balance of the first year of the City Manager's service.

- The City Council shall conduct such evaluation and goal-setting at least annually thereafter. In the annual evaluation, the Council and City Manager shall jointly define such goals and performance objectives and shall further establish a relative priority among those goals and objectives. The City shall review and consider Bernal's performance as City Manager at least annually as close as reasonably possible to the expiration of each twelfth month of this Agreement. The review shall be discussed with Bernal and reduced to writing.

Section 10 - Confidential Information. Bernal agrees that he will not reveal any confidential information about the City, City Officials, or City employees that he learns while performing the duties and functions of City Manager.

Section 11 – City Property. Bernal agrees that all materials, regardless of their form, that he receives, creates or produces in connection with this Agreement and/or his employment as City Manager are and will remain the exclusive property of the City. Bernal will immediately deliver all originals of such materials to the City that are in his possession or control upon termination of this Agreement.

Section 12 – Assistance in Litigation. Bernal agrees that he will furnish information and proper assistance to the City as it may reasonably require with any litigation in which it is or may become involved, either during or after the termination of this Agreement. Bernal further agrees that he will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or to any attorney for or representative of any person or entity, with actual or potential claims adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. Bernal agrees to notify the City immediately upon receipt of any legal process pertaining to the City. This provision shall not apply to any criminal investigation targeting any City official or employee.

Section 13 – Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of California.

Section 14 – Headings. The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.

Section 15 – Assignment. Neither this Agreement nor any interest in this Agreement may be assigned.

Section 16 – Severability. If any provision or portion of this Agreement is held to be invalid or unenforceable, this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision(s) or portion(s) had never been included.

Section 17 – Notices. Notices pursuant to this Agreement will be deposited with the United States Postal Service, postage prepaid and addressed as follows:

City:
Mayor's Office
City of Antioch
P.O. Box 5007
Antioch, CA 94531- 5007

With a copy to: City Attorney
City of Antioch
P.O. Box 5007
Antioch, CA 94531 – 5007

Bernal:
Rowland Bernal, Jr.
4216 Rocky Point Drive
Antioch, CA 94509

Section 18 – Modification. This Agreement may only be modified by a writing executed by the parties, the City Council having approved the modification on behalf of the City.

Section 19 – Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between Bernal and the City regarding his employment as City Manager. Bernal and the City agree that no representations, inducements, promises or agreements, oral or otherwise, have been made to either party, or anyone acting on behalf of either party, which are not stated herein, and that no agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 20 – Effective Date. The effective date of this Agreement is the date this document is executed by the Mayor on behalf of the City; and all salary and other compensation benefits shall be paid in accordance to the first day that is referenced in Section 2.A. - Term.

(Signatures on following page)

City of Antioch

By: _____ Date: _____
Sean Wright, Mayor

Approved as to form:

_____ Date: _____
Michael Vigilia, City Attorney

Attest:

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

By: _____ Date: _____
Rowland Bernal Jr.