



## AGENDA

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

**Date:** Tuesday, September 27, 2016

**Time:** 5:30 P.M. – Closed Session  
7:00 P.M. – Regular Meeting

**Place:** Council Chambers, 200 H Street

**Wade Harper**, Mayor  
**Lori Ogorchock**, Mayor Pro Tem  
**Mary Helen Rocha**, Council Member  
**Tony Tiscareno**, Council Member  
**Monica E. Wilson**, Council Member

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

**Steven Duran**, City Manager  
**Michael G. Vigilia**, 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 3<sup>rd</sup> Floor of City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

### Notice of Opportunity to Address Council

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

**5:30 P.M.**     **ROLL CALL – CLOSED SESSIONS** – for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency

**PUBLIC COMMENTS** for Closed Sessions

#### **CLOSED SESSIONS:**

- 1) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code § 54957.6; City designated representatives: Nickie Mastay, Denise Haskett and Glenn Berkheimer; Employee organizations: Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), and Antioch Police Sworn Management Association (AP SMA)
- 2) **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code section 54956.9(d)(1): Successor Agency to the Antioch Development Agency of the City of Antioch and the City of Antioch v. Michael Cohen, et. al. Sacramento County Superior Court case no. 34-2015-80002092. Legal Counsel – City Attorney Vigilia, outside counsel Karen Tiedemann and Dolores Dalton, Goldfarb & Lipman LLP.

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

**PLEDGE OF ALLEGIANCE**

**PRESENTATION** – *Legislative Update, presented by Assemblymember Jim Frazier*

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

**ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

- *PLANNING COMMISSION (Deadline date to apply: 09/30/16)*
- *CONTRA COSTA COUNTY LIBRARY COMMISSION (Extended deadline date: 10/14/16)*

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

**CITY COUNCIL COMMITTEE REPORTS**

**MAYOR'S COMMENTS**

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

**A. APPROVAL OF COUNCIL MINUTES FOR SEPTEMBER 13, 2016**

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

STAFF REPORT

**B. APPROVAL OF COUNCIL WARRANTS**

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

STAFF REPORT

**C. REJECTION OF CLAIMS: CLARENCE GOLDSBY, KRYSTAL APARICIO, AND SEAN ADOLFO O'TOOLE**

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

- 1) Reject the claim of Clarence Goldsby that was received on March 15, 2016.
- 2) Reject the claim of Krystal Aparicio that was received on August 23, 2016
- 3) Reject the claim of Sean Adolfo O'Toole that was received on September 2, 2016.

STAFF REPORT

**D. APPROVAL OF TREASURER'S REPORT FOR AUGUST 2016**

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

STAFF REPORT

**E. LAUREL RANCH SUBDIVISION (PD-15-03) (PW 698) (Introduced on 09/13/16)**

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

- 1) Adopt the Ordinance approving a Development Agreement between the City of Antioch and Richland Planned Communities, Inc.; and
- 2) Adopt the Ordinance rezoning the project site from Planned Development (PD) District to Planned Development District (PD-15-03).

STAFF REPORT

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

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

**F. APPROVAL OF SUCCESSOR AGENCY WARRANTS**

STAFF REPORT

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

**G. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

STAFF REPORT

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

**PUBLIC HEARING**

**2. PUBLIC HEARING ON PRIORITIES FOR HOUSING, HOMELESS, AND COMMUNITY SERVICES FOR THE 2017-20 GRANT CYCLE**

Recommended Action: It is recommended that the City Council review public comments from the Study Session of August 23, 2016 take public comment at this meeting, and maintain the adopted 2015-20 Consolidated Plan Priorities for funding. It is also recommended that Council approve the implementation in FY 2016-17 of a Mobile Home Grant Program as an expansion of the Homeowner Housing Rehabilitation program, using existing funding.

STAFF REPORT

**3. ADOPTION OF A RESOLUTION TO APPROVE A SOLAR REMOTE POWER PURCHASE AGREEMENT WITH NRG RENEW (P.W. 699)**

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to negotiate and execute a Solar Remote Power Purchase Agreement with NRG Renew.

STAFF REPORT

**4. ADOPTION OF A RESOLUTION TO APPROVE A SOLAR SITE SUBLEASE AGREEMENT BETWEEN THE CITY AND NRG SOLAR DG LLC (P.W. 699)**

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to enter into a 25-year Solar Site Sublease Agreement with NRG Solar DG LLC.

STAFF REPORT

**COUNCIL REGULAR AGENDA**

**5. PROPOSED SALES TAX SHARING AGREEMENT WITH ONESOURCE SUPPLY SOLUTIONS**

Recommended Action: It is recommended that the City Council adopt a resolution directing and authorizing the City Manager to negotiate and execute a Sales Tax Sharing Agreement with OneSource Supply Solutions that will accomplish the business terms authorized by the City Council, in a form approved by the City Attorney.

STAFF REPORT

**6. POLICE CRIME PREVENTION COMMISSION APPOINTMENT FOR ONE PARTIAL-TERM VACANCY EXPIRING OCTOBER 2017**

Recommended Action: It is recommended that the Mayor nominate and Council appoint by resolution one (1) partial-term vacancy to the Police Crime Prevention Commission expiring October 2017.

STAFF REPORT

**7. MEMORANDUM OF UNDERSTANDING WITH TONY LA RUSSA'S ANIMAL RESCUE FOUNDATION**

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a memorandum of understanding (MOU) between the City of Antioch - Antioch Animal Services (AAS) and Tony La Russa's Animal Rescue Foundation (ARF), wherein ARF will work collaboratively with AAS staff to provide expertise and guidance in key areas for a period not to exceed 12 months.

STAFF REPORT

**8. PARKING ENFORCEMENT OUTSOURCING**

Recommended Action: After a successful 6 (six) month trial period, it is recommended that the City Council adopt a resolution authorizing the City Manager to execute an agreement, with SP+ (SP Plus) for parking enforcement and vehicle abatement services in the amount of \$150,000 per year for a term of up to 3 (three) years.

STAFF REPORT

**9. FINAL ACCEPTANCE OF THE COUNTRY HILLS DRIVE AND VISTA GRANDE DRIVE WATER MAIN REPLACEMENT (P.W. 503-16)**

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the Assistant City Manager/Public Works Director/City Engineer to file a Notice of Completion for the Country Hills Drive and Vista Grande Drive Water Main Replacement project.

STAFF REPORT

**COUNCIL REGULAR AGENDA – Continued**

10. FINAL ACCEPTANCE OF THE PAVEMENT PLUGS AND LEVELING COURSES AT VARIOUS LOCATIONS (P.W. 328-10)

Recommended Action: It is recommended that the City Council adopt a resolution, accepting work and authorizing the Assistant City Manager/Public Works Director/City Engineer to file a Notice of Completion for the Pavement Plugs and Leveling Courses at Various Locations project and increase the existing contract with MCK Services, Inc. for this project in the amount of \$394,842.52 for a total of \$2,891,502.52.

STAFF REPORT

11. RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF ANTIOCH AND PUBLIC EMPLOYEES' UNION LOCAL 1 FOR THE PERIOD OF APRIL 1, 2015 – MARCH 31, 2017 AND ACKNOWLEDGING THE CITY MANAGER AND LOCAL 1 REPRESENTATIVES EXECUTION OF THE MOU

Recommended Action: It is recommended that the City Council adopt a resolution approving the Memorandum of Understanding (MOU) between the City of Antioch and Public Employees' Union Local 1; and Acknowledging the City Manager and Local 1 Representatives execution of the MOU.

STAFF REPORT

**PUBLIC COMMENT**

**STAFF COMMUNICATIONS**

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

**ADJOURNMENT**

## CITY COUNCIL MEETING

Regular Meeting  
7:00 P.M.

September 13, 2016  
Council Chambers

### 5:30 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code §54957.6; City designated representatives: Nickie Mastay, Denise Haskett and Glenn Berkheimer; Employee organizations: Antioch Police Officers' Association and Operating Engineers Local Union No. 3 (OE3).
2. **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Potential Litigation pursuant to California Government Code §54956.9 (d)(4): Water Rights BDCP/WaterFix (Bay Delta Conservation Plan/WaterFix)
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code §54956.8; Property – Humphrey's Restaurant: Agency Negotiator – City Manager; Parties – Dorothy Everett and John Jernegan.

City Attorney Vigilia reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, Direction was given to the Labor Negotiators, **#2 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION**, Direction was given to Legal Counsel; and, **#3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, Direction was given to staff.

Mayor Harper called the meeting to order at 7:04 P.M., in honor of his mother's birthday. Minutes Clerk Eiden called the roll.

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

### PLEDGE OF ALLEGIANCE

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

Mayor Harper announced agenda item #10 would be heard after the Consent Calendar.

### 1. PROCLAMATIONS

*California Coastal Clean Up Day, September 17, 2016*  
*18th Annual Delta Blues Festival, September 17, 2016*

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno the Council unanimously approved the Proclamations.

Councilmember Wilson presented the California Coastal Cleanup Day proclamation to Director of Parks and Recreation Kaiser and Environmental Resource Coordinator Haas-Wajdowicz who thanked the Council for the proclamation. They stated staff was committed to making this a successful event and encouraged the community to participate.

Mayor Harper thanked staff for organizing the Coast Cleanup event.

Councilmember Rocha announced she would be overseeing the cleanup of the Fulton Shipyard area.

### **ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

Betty Smith, Antioch Rivertown Jamboree, invited the community to attend the Delta Thunder Boat Show from 11:00 A.M. – 5:00 P.M. on October 1 and 2, 2016. She noted the opening ceremony would begin at 10:00 A.M. and would be honoring former Councilmember Gary Agopian.

Velma Wilson, Antioch Schools Education Foundation, announced the 17th Annual Historical Black College and Universities (HBCU) recruitment fair was held at Deer Valley High School on September 13, 2016. She thanked Mayor Harper, Councilmembers Ogorchock and Wilson for attending as well as stakeholders who hosted the event. She also announced the Mary Allan Fellows Awards Dinner would be held from 4:00 P.M. – 7:00 P.M. on September 20, 2016 at the Lone Tree Golf and Event Center. Contact information was provided. She encouraged residents to support the Rivertown Jamboree on October 1 and 2, 2016.

Councilmember Ogorchock announced the Holy Rosary Harvest Fair would be held at 6:00 P.M. on September 16 and 17, 2016.

Mayor Harper reported 41 Colleges were represented at the Historical Black College and Universities (HBCU) recruitment fair.

### **ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

Mayor Harper announced the following Board and Commission openings:

Contra Costa County Library Commission; deadline date is September 23, 2016  
Planning Commission: Two (2) vacancies; deadline date is September 30, 2016

He stated applications would be available online at the City's website and at the City Clerk's and Deputy City Clerks offices.

### **PUBLIC COMMENTS**

Ken Lee discussed the city of Galt's efforts to mitigate noise impacts from Walmart and gave a brief history of the Chinese in Antioch.



Michael Amorosa, representing Save the Yard, spoke in support of an event center on the Beede Lumber yard parcel and requested Council pass an ordinance dedicating the space as an open space park and event center.

Greg Enholm, Contra Costa Community College District, invited the Council and public to the State of the District events. The schedule of events was made available in Council Chambers.

Sharon Bennett, Antioch resident, expressed concern regarding the Antioch Animal Shelter and spoke in support of hiring a shelter manager, veterinarian and vet tech for the facility.

Earlene Lanter spoke in support of developing the Beede Lumber Yard site as an event center and requested the item be placed on the City Council agenda. She suggested public forums be held quarterly.

Sal Sbranti reiterated his concerns regarding Measure "C" fund usage and stated he felt this issue needed to be investigated.

Dave Ferrise, Antioch resident, congratulated Mayor Harper on his mother's birthday and for being cancer free. He expressed concern the Antioch Animal Shelter was not utilizing the petfinder and pethelper programs.

Majella Smith stated she represented a group of people from the community concerned about the Antioch Animal Shelter and discussed the importance of identifying, registering and exposing the animals to the community so their owners could find them.

Rick Stadtlander thanked Lamar Thorpe for participating in the candidate forum. He announced Councilmembers Rocha and Wilson spoke in support of the voters deciding what to develop on the Beede Lumber Yard parcel and suggested they take action to place this item on the agenda. He thanked candidate Karl Dietzel for his support of Save the Yard. He requested staff publish the results of the recent phone survey.

Barbara Sobalvarro reported the Antioch Police Department and Animal Shelter Open House was a very successful event. She announced their adoption promotion would be held throughout the month of September. She spoke in support of the Antioch Police Department as well as the shelter staff and volunteers.

Fred Rouse, Antioch resident, commended everyone responsible in locating the alleged perpetrators of the recent hate crime. He recommended the City agendaize a discussion on the Beede Lumber Yard parcel to determine the feasibility of an event center on the property.

Louis Lujan, Antioch resident, requested the City's assistance in reestablishing water services to his residence.

Mayor Harper stated he would provide Mr. Lujan's information to City Manager Duran for follow-up.

**PROCLAMATION - Continued**

*18th Annual Delta Blues Festival, September 17, 2016*

Councilmember Ogorchock presented the proclamation to Frank Giovanni who recognized the sponsors, City staff and volunteers for their help in bringing this event to Antioch. He announced scholarship flyers were available this evening. He stated the event would begin at 12:00 P.M. on September 17, 2016. He played and sang a song for the audience.

**COUNCIL SUBCOMMITTEE REPORTS**

Councilmember Tiscareno reported on his attendance at the State Route 4 Bypass Authority and East Contra Costa County Regional Fee & Financing Authority meetings.

Councilmember Rocha announced there would be an eBART tour from 5:00 P.M. – 7:00 P.M. on September 21, 2016.

**MAYOR'S COMMENTS**

Mayor Harper thanked Fred Rouse for complimenting the Antioch Police Department for their efforts. He reported the victim of the hate crime had been visited by the entire City Council and they were thankful for everyone who offered their support.

**PRESENTATION**

Members of the Police Crime Prevention Commission in attendance this evening introduced themselves.

Police Crime Prevention Commission Chair Harry Thurston gave an overhead presentation of the Business Watch Program and requested Council support implementation of the program. Business Watch folders were distributed to Council. He stated their vision was to enhance the Neighborhood and Business Watch programs by eventually adding Park and School Watch programs.

Mayor Harper suggested considering a Crime Free Business program.

Following discussion, Council voiced their support of the Business Watch Program and encouraged the Commission to report back on its success.

- 1. COUNCIL CONSENT CALENDAR**
  - A. APPROVAL OF COUNCIL MINUTES FOR AUGUST 9, 2016**
  - B. APPROVAL OF COUNCIL MINUTES FOR AUGUST 23, 2016**
  - C. APPROVAL OF COUNCIL WARRANTS**

- D. REJECTION OF CLAIMS: WILLIAM LEGGAT, D.C., CO-SUCCESSOR-IN-INTEREST TO DECEDENT DEMARCO CHILD, LINDA BIGGS AND MAX COOPER
- E. RESOLUTION NO. 2016/91 GREENHOUSE GASES EMISSION INVENTORY FOR 2010 AND 2015 AND UPDATED 2005 INVENTORY
- F. RESOLUTION NO. 2016/92 AND SA2016-22 CONFLICT OF INTEREST CODE FOR THE CITY OF ANTIOCH AND CITY AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY
- G. RESOLUTION NO. 2016/93 DELEGATION OF AUTHORITY FOR DISABILITY RETIREMENT CLAIMS APPLICATIONS FOR CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)
- H. CITY CLERKS WORKSHOP AND LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously approved the Council Consent Calendar with the exception of item F, which was removed for further discussion.

Item F – City Attorney Vigilia presented the staff report and redlined versions of the exhibits dated September 13, 2016.

On motion by Councilmember Ogorchock, seconded Councilmember Rocha, the City Council unanimously approved item F.

## 10. UTILITY BOX PAINTING PRESENTATION AND DISCUSSION

Trine Gallegos introduced Breeona McMilin, Karina Vargas and Ayesha Shaikh from Antioch High School who presented exhibits displaying their designs for the Utility Box Painting project.

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously approved the project and gave permission for it to move forward.

Mayor Harper declared a recess at 8:36 P.M. The meeting reconvened at 8:49 P.M. with all Councilmembers present.

## PUBLIC HEARING

### 3. LAUREL RANCH SUBDIVISION (PD-15-03) (PW 698)

Community Development Director Ebbs presented the staff report dated September 13, 2016 recommending the City Council take the following actions: 1) Adopt the resolution approving the Addendum to the Future Urban Area #2 Specific Plan Final Environmental Impact Report. 2)

Introduce the ordinance approving a Development Agreement between the City of Antioch and Richland Planned Communities, Inc. 3) Introduce the ordinance rezoning the project site from Planned Development (PD) District to Planned Development District (PD-15-03). 4) Adopt the resolution approving a Vesting Tentative Map/Final Development Plan (PW 698), subject to conditions of approval.

Mayor Harper opened the public hearing.

Clifton Taylor, Richland Planned Communities, Inc. gave a PowerPoint of the Laurel Ranch project and thanked staff for collaborating with them.

Councilmember Ogorchock suggested street sweeping signs be installed and the retaining walls depict an artistic element representative of the Antioch's history or culture. Additionally, she suggested in the future, the City consider a police department substation in southeast Antioch, cameras at the entrances of developments and the formation of a CFD to mitigate school impacts. She recommended the Project Labor Agreement have a 50% local hire and 25% Helmets to Hardhats workforce.

Councilmember Rocha spoke in support of the project.

Tom Lawson, Assistant Business Managers Plumbers & Steamfitters Local 159, Jim Foley, I.B.E.W Local 302 and John Malchom Jr. spoke in support of the Laurel Ranch project.

Mayor Harper closed the public hearing.

**RESOLUTION NO. 2016/94**  
**RESOLUTION NO. 2016/95**

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously 1) Adopted the resolution approving the Addendum to the Future Urban Area #2 Specific Plan Final Environmental Impact Report. 2) Introduced the ordinance approving a Development Agreement between the City of Antioch and Richland Planned Communities, Inc. 3) Introduced the ordinance rezoning the project site from Planned Development (PD) District to Planned Development District (PD-15-03). 4) Adopted the resolution approving a Vesting Tentative Map/Final Development Plan (PW 698), subject to conditions of approval.

**COUNCIL REGULAR AGENDA**

**4. LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTIONS PACKET**

City Manager Duran and Administrative Services Director Mastay presented the staff report dated September 13, 2016 recommending that the City Council review and discuss the League of California Cities Annual Conference Resolutions Packet and provide direction to the voting delegate (Mayor Pro Tem Ogorchock).

Following discussion, the City Council directed Mayor Pro Tem Ogorchock to consider the financial impacts of Vision Zero and based on that information determine how the City should vote on the resolution.

Councilmember Ogorchock stated she believed this item was informational and no cost was associated.

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council directed Mayor Pro Tem Ogorchock to consider the financial impact of supporting Vision Zero and based on that information determine how the City should vote on the resolution.

**5. RESOLUTION APPROVING THE CLASS SPECIFICATION UPDATES FOR THE LOCAL 1 BARGAINING UNIT WITH NO SALARY CHANGES**

Administrative Services Director Mastay presented the staff report dated September 13, 2016 recommending the City Council adopt a resolution approving class specification updates for the Local 1 Bargaining Unit with no salary changes.

**RESOLUTION NO. 2016/96**

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously adopted a resolution approving class specification updates for the Local 1 Bargaining Unit with no salary changes.

**6. PUBLIC WORKS DEPARTMENT STAFFING REQUEST**

Administrative Services Director Mastay presented the staff report dated September 13, 2016 recommending the City Council adopt the following resolutions: 1) Resolution approving one (1) Project Manager position and authorizing the appropriate budget adjustment. 2) Resolution approving one (1) Senior Public Works Inspector position and authorizing the appropriate budget adjustment. 3) Resolution approving one (1) GIS Coordinator position and authorizing the appropriate budget adjustment. 4) Resolution approving two (2) Senior Administrative Assistant positions and authorizing the appropriate budget adjustment.

Assistant City Manager/Public Works Director/City Engineer Bernal explained if there were cost increases they would be funded from the water, sewer, and gas tax funds with a small portion from the General Fund. He clarified none of these proposed positions would cause rate increases.

Councilmember Ogorchock stated she did not support utilizing General Fund monies that could be expended to fund public safety items and noted fees referenced to offset costs were not guaranteed funds.

Councilmember Rocha stated she understood Councilmember Ogorchock concerns; however, the City had been understaffed and water quality issues and state mandates were very important.

Councilmember Tiscareno stated he supported the following motion and suggested adding a condition that General Fund monies would not be expended unless unavoidable.

Mayor Harper stated the City should always look for ways to make positions cost neutral. He noted it was important to support employees and be fiscally prudent.

Councilmember Rocha clarified that Measure C monies were not being expended for this use.

**RESOLUTION NO. 2016/97**  
**RESOLUTION NO. 2016/98**  
**RESOLUTION NO. 2016/99**  
**RESOLUTION NO. 2016/100**

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the City Council adopted the following resolutions: 1) Resolution approving one (1) Project Manager position and authorizing the appropriate budget adjustment. 2) Resolution approving one (1) Senior Public Works Inspector position and authorizing the appropriate budget adjustment. 3) Resolution approving one (1) GIS Coordinator position and authorizing the appropriate budget adjustment. 4) Resolution approving two (2) Senior Administrative Assistant positions and authorizing the appropriate budget adjustment. The motion carried the following vote:

Ayes: Wilson, Tiscareno, Rocha, Harper

Noes: Ogorchock

**7. RESOLUTION ACCEPTING A \$400,000 GRANT FROM THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS FOR THE MARINA BOAT LAUNCH FACILITY RESTROOM (P.W. 523-16R)**

Assistant City Manager/Public Works Director/City Engineer Bernal presented the staff report dated September 13, 2016 recommending the City Council adopt a resolution authorizing the City Manager to sign the Division of Boating and Waterways (DBW), Harbors and Watercraft Revolving Fund Program Funding Agreement in the amount of \$400,000 for the Marina Boat Launch Facility Restroom.

**RESOLUTION NO. 2016/101**

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously adopted a resolution authorizing the City Manager to sign the Division of Boating and Waterways (DBW), Harbors and Watercraft Revolving Fund Program Funding Agreement in the amount of \$400,000 for the Marina Boat Launch Facility Restroom.

**8. RESOLUTION FOR AUTHORIZATION TO ENTER INTO A GENERATING FACILITY INTERCONNECTION AGREEMENT WITH PG&E FOR THE NRG-DEVELOPED SOLAR SYSTEM (P.W. 699)**

Assistant City Manager/Public Works Director/City Engineer Bernal presented the staff report dated September 13, 2016 recommending the City Council adopt a resolution authorizing the City Manager to execute the Generating Facility Interconnection Agreement with PG&E for the NRG-Developed Solar System.

**RESOLUTION NO. 2016/102**

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously adopted a resolution authorizing the City Manager to execute the Generating Facility Interconnection Agreement with PG&E for the NRG-Developed Solar System.

**9. ANTIOCH VETERAN OF THE YEAR DISCUSSION**

JR Wilson thanked Council and staff for their commitment to the Veteran's community and spoke in support of recognizing an Antioch Veteran of the Year. He announced the City would be designating Veteran's parking spaces.

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock, the City Council unanimously approved recognition of an Antioch Veteran of the Year on an annual basis.

At the request of Mr. Wilson, Council agreed to participate in 22 pushups in recognition of the 22 Veteran's deaths per day.

**PUBLIC COMMENTS** - None

**STAFF COMMUNICATIONS** - None

**COUNCIL COMMUNICATIONS**

Councilmember Rocha announced Homeless Outreach would take place on October 13, 2016 at the Antioch fairgrounds.

Councilmember Ogorchock announced the Three Brothers Blues Band from Antioch was the first act at the Blues Festival. She requested the Beede Lumber Yard park item be agendaized.

Councilmember Wilson reported on her attendance at the Antioch Police Department Open House.

Mayor Harper acknowledged the Antioch Police Department for being dedicated to providing professional public safety services to the community.

**ADJOURNMENT**

With no further business, Mayor Harper adjourned the meeting at 10:07 P.M. to the next regular Council meeting on September 27, 2016.

Respectfully submitted:

*Kitty Eiden*

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KITTY EIDEN, Minutes Clerk



CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 SEPTEMBER 2-15, 2016  
 FUND/CHECK#

**100 General Fund**

**Non Departmental**

364591 DELTA DENTAL	PAYROLL DEDUCTIONS	738.25
364637 RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	3,968.17
364667 ANTIOCH SMOG CHECK	SB1186 REFUND	1.00
364719 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,797.00
364728 SUNRUN	SMIP FEE REFUND	10.64

**City Council**

927595 LONE TREE GOLF COURSE	EVENT SERVICES	720.36
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**City Attorney**

364580 BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	806.75
364586 CONTINUING EDUCATION OF THE BAR	HANDBOOK	395.77
364596 ELLISON SCHNEIDER AND HARRIS LLP	LEGAL SERVICES	5,129.30
364605 GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	2,860.00
364614 LEXISNEXIS	ONLINE LEGAL RESEARCH	166.00
364658 VIGILIA, MICHAEL G	EXPENSE REIMBURSEMENT	30.00
364660 WESTAMERICA BANK	COPIER LEASE	78.95
927598 SHRED IT INC	SHRED SERVICE	52.02

**City Manager**

364660 WESTAMERICA BANK	COPIER LEASE	78.95
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**City Clerk**

364577 BAY AREA NEWS GROUP	LEGAL AD	247.50
364595 EIDEN, KITTY J	PROFESSIONAL SERVICES	1,159.00
364660 WESTAMERICA BANK	COPIER LEASE	78.95

**City Treasurer**

364633 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,599.83
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**Human Resources**

364595 EIDEN, KITTY J	PROFESSIONAL SERVICES	684.00
364660 WESTAMERICA BANK	COPIER LEASE	250.02
927598 SHRED IT INC	SHRED SERVICE	52.03

**Economic Development**

364621 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	2,192.00
364649 STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES	8,578.50
364660 WESTAMERICA BANK	COPIER LEASE	78.95
364732 UNITED STATES POSTAL SERVICE	POSTAGE	6,000.00

**Finance Administration**

364627 OFFICE MAX INC	OFFICE SUPPLIES	217.20
364660 WESTAMERICA BANK	COPIER LEASE	250.02

**Finance Accounting**

364574 AT AND T MCI	BITECH PHONE LINE	504.19
927598 SHRED IT INC	SHRED SERVICE	52.02
927601 SUNGARD PUBLIC SECTOR INC	MONTHLY ASP SERVICE	23,241.58
927619 SUNGARD PUBLIC SECTOR INC	PROJECT MANAGEMENT	800.00

**Finance Operations**

364655 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
364660 WESTAMERICA BANK	COPIER LEASE	350.36

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**Non Departmental**

364621 MUNICIPAL POOLING AUTHORITY	UNMET CLAIMS LIABILITY	924,750.42
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	71,965.00
364625 NBS LOCAL GOVERNMENT SOLUTIONS	AD 27/31 LETTERS	157.05
364636 PERS	NON ELIGIBLE PREMIUM	1,024.34
364667 ANTIOCH SMOG CHECK	BUS LIC TAX FEE REFUND	187.50
364668 ARTS & CULTURAL FOUNDATION ANTIOCH	CIVIC ARTS FUNDING	25,000.00
364675 CHILDRENS TRUST	BUS LIC TAX FEE REFUND	500.00
364687 CYPRESS POINT PROPERTIES	BUS LIC TAX FEE REFUND	100.00
364696 FRESCHI AIR SYSTEMS	BUS LIC TAX FEE REFUND	552.45
364715 MUNISERVICES LLC	DISCOVERY SERVICES	5,556.20

**Public Works Maintenance Administration**

364660 WESTAMERICA BANK	COPIER LEASE	22.50
364716 OFFICE MAX INC	OFFICE SUPPLIES	11.74

**Public Works General Maintenance Services**

364660 WESTAMERICA BANK	COPIER LEASE	60.00
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**Public Works Street Maintenance**

364650 SUBURBAN PROPANE	PROPANE	312.82
927592 GRAINGER INC	SUPPLIES	22.84

**Public Works-Signal/Street Lights**

364630 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	493.38
364655 UNITED PARCEL SERVICE	SHIPPING	148.34
364659 WESCO RECEIVABLES CORP	STREET LIGHTS	11,706.60
364682 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	17,240.62
927611 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	8,041.69

**Public Works-Striping/Signing**

364570 ANTIOCH AUTO PARTS	SUPPLIES	14.16
364594 DEPT OF PESTICIDE REGULATION	DPR APPLICATION	140.00
364609 INTERSTATE SALES	CERAMIC MARKERS	4,325.12
364616 MANERI SIGN COMPANY	SIGNS	843.39
364645 SHERWIN WILLIAMS CO	SUPPLIES	40.54
364661 ZAP MANUFACTURING INC	SIGNS	11,057.09

**Public Works-Facilities Maintenance**

364568 ACE HARDWARE, ANTIOCH	SUPPLIES	13.69
364621 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	3,250.00
364662 ACME SECURITY SYSTEMS	SOFTWARE SERVICE	378.75
364663 AMERICAN PLUMBING INC	PLUMBING SUPPLIES	37.61
364722 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	360.23
927592 GRAINGER INC	SUPPLIES	44.71
927604 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	57.77
927612 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,041.85

**Public Works-Parks Maint**

364568 ACE HARDWARE, ANTIOCH	SUPPLIES	3.36
364628 OPENING TECHNOLOGIES	STEEL DOOR	2,867.89
364663 AMERICAN PLUMBING INC	PLUMBING SERVICES	161.54
364735 WABASH VALLEY MANUFACTURING INC	PICNIC TABLE/BENCH	557.54

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927600 SITEONE LANDSCAPE SUPPLY HOLDING LLC	CONTROLLER PARTS	5,620.22
<b>Public Works-Median/General Land</b>		
364568 ACE HARDWARE, ANTIOCH	SUPPLIES	50.71
364630 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	90.47
364719 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,662.32
927600 SITEONE LANDSCAPE SUPPLY HOLDING LLC	TREE STAKES	213.92
<b>Police Administration</b>		
364585 CONCORD UNIFORMS LLC	UNIFORMS	65.24
364587 CONTRA COSTA COUNTY	RANGE USE	370.00
364613 LC ACTION POLICE SUPPLY	FIREARMS	14,721.74
364617 MILLER, MEGHAN M	EXPENSE REIMBURSEMENT	143.00
364627 OFFICE MAX INC	OFFICE SUPPLIES	590.17
364655 UNITED PARCEL SERVICE	SHIPPING	59.51
364660 WESTAMERICA BANK	COPIER LEASE	1,642.05
364680 CONCORD UNIFORMS LLC	UNIFORMS	430.39
364716 OFFICE MAX INC	OFFICE SUPPLIES	725.77
364725 SLY TACTICAL	SUPPLIES	271.58
927589 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	162.05
927602 A AND B CREATIVE TROPHIES	AWARD PLAQUE	21.80
927614 MOBILE MINI LLC	STORAGE CONTAINERS	108.35
927616 ODIN SYSTEMS INC	CAMERAS	65,635.02
<b>Police Prisoner Custody</b>		
364589 CONTRA COSTA COUNTY	BOOKING FEES	86,292.00
364660 WESTAMERICA BANK	COPIER LEASE	151.33
<b>Police Community Policing</b>		
364578 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	13.22
364619 MOORE K9 SERVICES	K9 TRAINING	1,200.00
364634 PSYCHOLOGICAL RESOURCES INC	PROFESSIONAL SERVICES	450.00
364701 GREEN, ROBERT A	EXPENSE REIMBURSEMENT	29.10
364726 SP PLUS CORPORATION	PARKING ENFORCEMENT	12,500.00
<b>Police Investigations</b>		
364617 MILLER, MEGHAN M	EXPENSE REIMBURSEMENT	628.41
364631 PERKINSON, JAMES A	EXPENSE REIMBURSEMENT	758.65
364635 PERS	PAYROLL DEDUCTIONS	30.22
364660 WESTAMERICA BANK	COPIER LEASE	607.78
364671 BROGDON, CASEY AMON	EXPENSE REIMBURSEMENT	30.00
364674 CHANG, THEODORE	EXPENSE REIMBURSEMENT	30.00
364741 WISECARVER, JIMMY R	EXPENSE REIMBURSEMENT	45.00
<b>Police Communications</b>		
364574 AT AND T MCI	PHONE	390.95
364584 COMCAST	CONNECTION SERVICE	346.67
364588 CONTRA COSTA COUNTY	SECURITY UPGRADE	11,428.06
364681 CONTRA COSTA COUNTY	RADIO MAINTENANCE	244.72
<b>Police Community Volunteers</b>		
364585 CONCORD UNIFORMS LLC	UNIFORMS	108.90

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**Police Facilities Maintenance**

364646 SILVA LANDSCAPE	LANDSCAPE SERVICES	8,270.00
364710 MICROBIZ SECURITY COMPANY	PELCO MATRIX REPAIRS	1,187.00
364722 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	311.38
364731 TURMAN COMMERCIAL PAINTERS	PAINTING	4,951.40
927612 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	7,430.20

**Community Development Administration**

364660 WESTAMERICA BANK	COPIER LEASE	227.38
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**Community Development Land Planning Services**

364577 BAY AREA NEWS GROUP	LEGAL AD	198.00
364595 EIDEN, KITTY J	MINUTES CLERK	84.00
364637 RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	6,205.70

**CD Code Enforcement**

364615 LOPEZ, TAYLOR M	EXPENSE REIMBURSEMENT	60.00
364626 OCCUPATIONAL HEALTH CENTERS	MEDICAL SERVICES	211.00
364660 WESTAMERICA BANK	COPIER LEASE	175.26
364665 ANDREWS, JOSEPH CRAIG	SAFETY SHOES REIMBURSEMENT	173.14
364688 DELTA FENCE CO	FENCE RENTAL	410.13
364707 K2GC	ABATEMENT SERVICES	4,757.72

**PW Engineer Land Development**

364660 WESTAMERICA BANK	COPIER LEASE	686.14
364706 JN ENGINEERING	ENGINEERING SERVICES	10,584.00

**Community Development Building Inspection**

364591 DELTA DENTAL	PAYROLL DEDUCTIONS	132.96
364627 OFFICE MAX INC	OFFICE SUPPLIES	162.88
364728 SUNRUN	TECH FEE REFUND	438.02

**Capital Imp. Administration**

364660 WESTAMERICA BANK	COPIER LEASE	108.50
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**Community Development Engineering Services**

364660 WESTAMERICA BANK	COPIER LEASE	105.31
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**212 CDBG Fund**

**CDBG**

364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	313.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	27.00
364676 CITY DATA SERVICES LLC	CDBG SERVICES	1,000.00
927610 HOUSE, TERI	CONSULTING SERVICES	6,971.25

**213 Gas Tax Fund**

**Streets**

364630 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	267.35
364682 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	4,406.49
364706 JN ENGINEERING	ENGINEERING SERVICES	2,058.00
927613 MCK SERVICES INC	PAVEMENT PLUGS PROJECT	219,670.40

**214 Animal Control Fund**

**Animal Control**

364571 ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	1,000.28
364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	13,769.00

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364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	1,181.00
364660 WESTAMERICA BANK	COPIER LEASE	151.33
927612 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	579.80
<b>215 Civic Arts Fund</b>		
<b>Civic Arts</b>		
364621 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	675.00
364668 ARTS & CULTURAL FOUNDATION ANTIOCH	CIVIC ARTS FUNDING	500.00
364722 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	67.60
<b>219 Recreation Fund</b>		
<b>Non Departmental</b>		
364581 BUSBY, JEROME	DEPOSIT REFUND	500.00
364582 CHURCH OF GOD HOLY	DEPOSIT REFUND	500.00
364642 ROCHA, JUAN R	DEPOSIT REFUND	1,000.00
364703 HERNANDEZ, JULIETA	DEPOSIT REFUND	1,000.00
<b>Recreation Admin</b>		
364690 EM HUNDLEY HARDWARE	SUPPLIES	1,214.63
364722 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	499.64
<b>Senior Programs</b>		
364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	5,411.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	464.00
927612 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	388.00
<b>Recreation Sports Programs</b>		
364583 COCA COLA BOTTLING CO	SUPPLIES	777.83
364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	4,222.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	362.00
364679 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	2,492.00
364729 TEAMSIDELINE.COM	SOFTWARE	599.00
<b>Recreation-New Comm Cntr</b>		
364573 AT AND T MCI	PHONE	66.61
364584 COMCAST	CONNECTION SERVICE	1,588.45
364590 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	379.70
364603 FOLGERGRAPHICS INC	FALL 2016 PRINTING SERVICE	9,140.07
364621 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	26,618.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	980.00
364630 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	9,274.63
364660 WESTAMERICA BANK	COPIER LEASE	300.62
364673 CHAMPIONS MARTIAL ARTS ACADEMY	CONTRACTOR PAYMENT	1,035.00
364677 COLE SUPPLY CO INC	SUPPLIES	449.32
364713 MUIR, ROXANNE	CONTRACTOR PAYMENT	367.20
364739 WILLIAM D WHITE CO INC	GATE REPAIR SERVICE	325.00
<b>222 Measure C/J Fund</b>		
<b>Streets</b>		
364682 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	4,540.02
<b>223 Child Care Fund</b>		
<b>Child Care</b>		
364621 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	411.00

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**226 Solid Waste Reduction Fund**

**Solid Waste Used Oil**

364644 S GRONER ASSOCIATES INC	CONSULTING SERVICES	15,399.76
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**Solid Waste**

364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	2,247.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	193.00
364700 GRAPEVINE MAGAZINE	ADVERTISEMENT	623.00

**228 Abandoned Vehicles Fund**

**Abandoned Vehicles**

364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	723.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	62.00

**229 Pollution Elimination Fund**

**Channel Maintenance Operation**

364618 MJH EXCAVATING INC	EQUIPMENT RENTAL	3,825.00
364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	5,976.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	513.00
364629 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,491.20
364712 MJH EXCAVATING INC	EQUIPMENT RENTAL	3,485.00
364719 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,745.60

**236 CDBG Revolving Loan Fund**

**Non Departmental**

364717 OLD REPUBLIC TITLE CO	2016 LOAN DISBURSEMENT	170,000.00
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**251 Lone Tree SLLMD Fund**

**Lonetree Maintenance Zone 1**

364653 TERRACARE ASSOCIATES	TURF MOWING	136.60
364730 TERRACARE ASSOCIATES	TURF MOWING	136.60

**Lonetree Maintenance Zone 2**

364629 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,196.48
364719 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,196.48

**Lonetree Maintenance Zone 3**

364724 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,052.00
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**Lonetree Maintenance Zone 4**

364653 TERRACARE ASSOCIATES	TURF MOWING	218.56
364730 TERRACARE ASSOCIATES	TURF MOWING	218.56

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

364653 TERRACARE ASSOCIATES	TURF MOWING	136.60
364730 TERRACARE ASSOCIATES	TURF MOWING	136.60

**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

364629 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,830.40
364653 TERRACARE ASSOCIATES	TURF MOWING	355.16
364719 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	3,660.80
364724 SILVA LANDSCAPE	LANDSCAPE SERVICES	1,368.00
364730 TERRACARE ASSOCIATES	TURF MOWING	355.16

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**Hillcrest Maintenance Zone 2**

364629	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,198.00
364648	STEWARTS TREE SERVICE INC	TREE REMOVAL	750.00
364653	TERRACARE ASSOCIATES	TURF MOWING	486.30
364730	TERRACARE ASSOCIATES	TURF MOWING	486.30

**Hillcrest Maintenance Zone 4**

364629	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,542.60
364653	TERRACARE ASSOCIATES	TURF MOWING	273.20
364730	TERRACARE ASSOCIATES	TURF MOWING	273.20

**255 Park 1A Maintenance District Fund**

**Park 1A Maintenance District**

364630	PACIFIC GAS AND ELECTRIC CO	GAS	52.54
364653	TERRACARE ASSOCIATES	TURF MOWING	355.16
364730	TERRACARE ASSOCIATES	TURF MOWING	355.16

**256 Citywide 2A Maintenance District Fund**

**Citywide 2A Maintenance Zone 3**

364653	TERRACARE ASSOCIATES	TURF MOWING	5.46
364730	TERRACARE ASSOCIATES	TURF MOWING	5.46

**Citywide 2A Maintenance Zone 6**

364653	TERRACARE ASSOCIATES	TURF MOWING	327.84
364730	TERRACARE ASSOCIATES	TURF MOWING	327.84

**Citywide 2A Maintenance Zone 8**

364653	TERRACARE ASSOCIATES	TURF MOWING	27.32
364730	TERRACARE ASSOCIATES	TURF MOWING	27.32

**Citywide 2A Maintenance Zone 9**

364629	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	549.12
364653	TERRACARE ASSOCIATES	TURF MOWING	81.96
364730	TERRACARE ASSOCIATES	TURF MOWING	81.96

**257 SLLMD Administration Fund**

**SLLMD Administration**

364621	MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	16,957.00
364622	MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	152.00
364653	TERRACARE ASSOCIATES	TURF MOWING	327.84
364730	TERRACARE ASSOCIATES	TURF MOWING	327.84

**376 Lone Diamond Fund**

**Assessment District**

364621	MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	19.00
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**410 2015 Refunding Bond (2001ABAG) Fund**

**Non Departmental**

364621	MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	4,100.00
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**416 Honeywell Capital Lease Fund**

**Non Departmental**

364576	BANK OF AMERICA	PRINCIPAL PAYMENT	44,462.59
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**570 Equipment Maintenance Fund**

**Non Departmental**

364607	HUNT AND SONS INC	FUEL	11,925.73
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**Equipment Maintenance**

364568 ACE HARDWARE, ANTIOCH	SUPPLIES	23.77
364570 ANTIOCH AUTO PARTS	FILTERS	487.45
364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	11,813.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	926.00
364632 PETERSON	SUPPLIES	692.56
364638 RED WING SHOE STORE	SAFETY SHOES-CALLAHAN	225.36
364660 WESTAMERICA BANK	COPIER LEASE	27.50
364666 ANTIOCH GLASS	WINDSHIELD	198.10
364669 BILL BRANDT FORD	BRAKE PARTS	88.95
364689 EAST BAY TIRE CO	TIRE REPAIR	59.80
364693 FIRST CALL	BRAKE CLEANER	70.37
364694 FIRST CHOICE UPHOLSTERY	REPAIR SERVICE	30.00
364697 FRIGARD CHIROPRACTIC	DMV PHYSICAL-MAYORGA	75.00
364698 GOLDEN GATE TRUCK CENTER	AUXILARY SWITCH	164.78
364721 PETERSON	BATTERIES	357.48
364727 SPRAYTEC	PUMP	1,002.80
364736 WALNUT CREEK FORD	BRAKE PARTS	903.56
364740 WINTER CHEVROLET CO	ALIGNMENT	129.95
927607 FRED'S WELDING	WELDING SUPPLIES	87.47
927609 HAMMONS SUPPLY COMPANY	SUPPLIES	100.52
927618 SC FUELS	COOLANT	1,411.71

**573 Information Services Fund**

**Information Services**

364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	4,901.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	420.00
364657 VERIZON WIRELESS	AIR CARD	221.61
364711 MISAC NORTHERN CA REGION	MEMBER FEE	160.00

**Network Support & PCs**

364574 AT AND T MCI	PHONE	357.32
364584 COMCAST	CONNECTION SERVICE	1,040.46
364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	7,659.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	657.00
364635 EPRS	PAYROLL DEDUCTIONS	13.37
364657 VERIZON WIRELESS	AIR CARD	63.79
364660 WESTAMERICA BANK	COPIER LEASE	102.03
364678 COMCAST	INTERNET SERVICE	178.11
927605 DIGITAL SERVICES	WEBSITE MAINTENANCE	6,340.00

**Telephone System**

364572 AT AND T MCI	PHONE	15.99
364573 AT AND T MCI	PHONE	311.47
364574 AT AND T MCI	PHONE	564.21
364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	530.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	45.00

**GIS Support Services**

364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	7,738.00
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364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	664.00
<b>Office Equipment Replacement</b>		
927603 COMPUTERLAND	COMPUTER SUPPLIES	952.36
<b>577 Post Retirement Medical-Police Fund</b>		
<b>Non Departmental</b>		
364636 PERS	MEDICAL AFTER RETIREMENT	6,500.00
<b>578 Post Retirement Medical-Misc Fund</b>		
<b>Non Departmental</b>		
364636 PERS	MEDICAL AFTER RETIREMENT	9,123.42
<b>579 Post Retirement Medical-Mgmt Fund</b>		
<b>Non Departmental</b>		
364636 PERS	MEDICAL AFTER RETIREMENT	6,494.39
<b>580 Loss Control Fund</b>		
<b>Human Resources</b>		
364590 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	206.10
364623 MUNICIPAL POOLING AUTHORITY	WORK COMP PREMIUM	919,860.00
<b>611 Water Fund</b>		
<b>Non Departmental</b>		
364602 FIRST VANGUARD RENTALS AND SALES INC	SUPPLIES	258.26
364664 AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	370.60
364699 GOLOGO PROMOTIONS	SUPPLIES	2,077.63
364723 ROBERTS AND BRUNE CO	SUPPLIES	2,201.49
927593 HAMMONS SUPPLY COMPANY	SUPPLIES	5,090.30
927609 HAMMONS SUPPLY COMPANY	SUPPLIES	225.89
<b>Water Supervision</b>		
364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	179,675.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	11,710.00
364647 SINGH, TARAN	SAME DAY FEE REFUND	198.00
<b>Water Production</b>		
364568 ACE HARDWARE, ANTIOCH	PIPE FITTINGS	270.09
364573 AT AND T MCI	PHONE	133.16
364574 AT AND T MCI	PHONE	70.05
364597 ENVIRONMENTAL RESOURCE ASSOC INC	PROFICIENCY STUDY	1,986.10
364598 EXPONENT INC	PROFESSIONAL SERVICES	31,088.23
364600 FERGUSON ENTERPRISES INC	VALVE KIT	1,363.36
364606 HARRINGTON INDUSTRIAL PLASTICS LLC	STRAINER	172.16
364612 LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	14,223.00
364636 PERS	PAYROLL DEDUCTIONS	621.47
364639 REINHOLDT ENGINEERING CONSTR	FUEL TANK INSPECTION	300.00
364660 WESTAMERICA BANK	COPIER LEASE	51.42
364670 BORGES AND MAHONEY	SUPPLIES	424.00
364695 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	268.74
364702 HACH CO	LAB SUPPLIES	3,870.38
364705 JLR ENVIRONMENTAL CONSULTANTS INC	REPAIR KITS	3,906.00
364708 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	30,984.14
927590 CHEMTRADE CHEMICALS US LLC	ALUM	9,731.96

Prepared by: Georgina Meek  
 Finance Accounting

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 SEPTEMBER 2-15, 2016  
 FUND/CHECK#

927592 GRAINGER INC	TIMER	25.85
927594 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	182.23
927597 OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	4,884.32
927599 SIERRA CHEMICAL CO	CHLORINE	8,805.10
927606 EUROFINS EATON ANALYTICAL INC	MONITORING	585.00
927607 FRED'S WELDING	RIVER PUMP PIPE LINE	3,100.00
927609 HAMMONS SUPPLY COMPANY	SUPPLIES	100.52
927612 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	338.00
927617 OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	4,896.08
<b>Water Distribution</b>		
364570 ANTIOCH AUTO PARTS	PIPE & FITTINGS	216.39
364575 BACKFLOW APPARATUS AND VALVE CO	SUPPLIES	6,817.25
364584 COMCAST	CONNECTION SERVICE	346.67
364599 EXPRESS SERVICES	TEMP SERVICES	261.24
364601 FINTA ENTERPRISES INC	SOIL TESTING	565.00
364608 INFOSEND INC	POSTAGE	5,939.31
364620 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE	222.53
364641 ROBERTS AND BRUNE CO	PIPE & FITTINGS	878.45
364643 RT LAWRENCE CORP	LOCKBOX FEES	522.12
364654 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
364660 WESTAMERICA BANK	COPIER LEASE	70.01
364685 COTA COLE ATTORNEYS LLP	LEGAL SERVICES	2,453.00
364686 CWEA SFBS	RENEWAL-OLSEN	172.00
364692 EXPRESS SERVICES	TEMP SERVICES	206.82
364716 OFFICE MAX INC	OFFICE SUPPLIES	461.07
364734 USA BLUE BOOK	METER WRENCHES	720.27
927591 CRYSTAL CLEAR LOGOS INC	UNIFORMS	320.26
927592 GRAINGER INC	SUPPLIES	107.57
927594 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	534.03
927609 HAMMONS SUPPLY COMPANY	SUPPLIES	100.52
<b>Water Meter Reading</b>		
364624 NATIONAL METER & AUTOMATION INC	EQUIPMENT	9,259.56
<b>Public Buildings &amp; Facilities</b>		
364579 BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	555.66
364610 JMB CONSTRUCTION INC	PUMP STATION PROJECT	142,110.50
364714 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	1,365.00
<b>Warehouse &amp; Central Stores</b>		
364655 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
364660 WESTAMERICA BANK	COPIER LEASE	151.33
<b>612 Water System Improvement Fund</b>		
<b>Water Systems</b>		
364706 JN ENGINEERING	ENGINEERING SERVICES	4,214.00
<b>621 Sewer Fund</b>		
<b>Sewer-Wastewater Supervision</b>		
364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	61,954.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	5,315.00

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CITY OF ANTIOCH  
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 FUND/CHECK#

364643 RT LAWRENCE CORP	LOCKBOX FEES	522.12
364660 WESTAMERICA BANK	COPIER LEASE	212.85
<b>Sewer-Wastewater Collection</b>		
364584 COMCAST	CONNECTION SERVICE	346.67
364599 EXPRESS SERVICES	TEMP SERVICES	261.24
364601 FINTA ENTERPRISES INC	SOIL TESTING	565.00
364608 INFOSEND INC	POSTAGE	5,939.29
364618 MJH EXCAVATING INC	EQUIPMENT RENTAL	425.00
364621 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	153.00
364635 PERS	PAYROLL DEDUCTIONS	55.05
364652 SYAR INDUSTRIES INC	ASPHALT MATERIALS	3,891.97
364654 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
364685 COTA COLE ATTORNEYS LLP	LEGAL SERVICES	2,453.00
364692 EXPRESS SERVICES	TEMP SERVICES	206.81
364714 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	1,365.00
364716 OFFICE MAX INC	OFFICE SUPPLIES	462.00
<b>Wastewater Collection</b>		
364604 GARLAND AND ASSOCIATES	PROFESSIONAL SERVICES	4,000.00
<b>631 Marina Fund</b>		
<b>Marina Administration</b>		
364621 MUNICIPAL POOLING AUTHORITY	PROPERTY INSURANCE	12,038.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	524.00
364660 WESTAMERICA BANK	COPIER LEASE	51.42
364722 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	65.62
927596 ODIN SYSTEMS INC	CAMERA REPLACEMENT	2,297.40
<b>Marina Maintenance</b>		
927612 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,375.00
<b>641 Prewett Water Park Fund</b>		
<b>Non Departmental</b>		
364569 AHM	DEPOSIT REFUND	500.00
364640 RIDEOUT, TWYLA	DEPOSIT REFUND	500.00
364651 SULLIVAN, DEBRA	DEPOSIT REFUND	1,000.00
<b>Recreation Water Park</b>		
364593 DELTA FENCE CO	FENCE REPAIR	986.00
364611 KNORR SYSTEMS INC	SUPPLIES	102.85
364621 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	17,559.00
364622 MUNICIPAL POOLING AUTHORITY	16/17 ERMA PREMIUM	1,235.00
364627 OFFICE MAX INC	OFFICE SUPPLIES	74.53
364655 UNITED PARCEL SERVICE	SHIPPING	46.05
364656 US FOODSERVICE INC	SUPPLIES	4,803.28
364660 WESTAMERICA BANK	COPIER LEASE	250.02
364672 BWS DISTRIBUTORS	MONITOR REPAIR	661.95
364691 EWING IRRIGATION PRODUCTS	SUPPLIES	382.05
364709 LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIRS	5,125.40
364722 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	196.87
364733 UNIVAR USA INC	CHEMICALS	586.66

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 Finance Accounting

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 SEPTEMBER 2-15, 2016  
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364737 WHIRLEY INDUSTRIES INC	SUPPLIES	2,465.13
364738 WILCO SUPPLY	SUPPLIES	1,297.49
927608 GRAINGER INC	SUPPLIES	462.10
927611 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,206.81

**721 Employee Benefits Fund**

***Non Departmental***

364578 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	2,848.10
364591 DELTA DENTAL	PAYROLL DEDUCTIONS	36,043.61
364635 PERS	PAYROLL DEDUCTIONS	348,778.52
364636 PERS	PAYROLL DEDUCTIONS	341,225.80
364683 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
364684 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
364704 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
364718 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	10,882.14
364720 PARS	PAYROLL DEDUCTIONS	4,246.00
927615 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	27,349.03
927620 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	3,565.08

**760 ECWMA Fund**

***Non Departmental***

364592 DELTA DIABLO	MEETING EXPENSE	527.77
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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Michael G. Vigilia, City Attorney *M*

**SUBJECT:** **Rejection of Claims: Clarence Goldsby, Krystal Aparicio and Sean Adolfo O'Toole**

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### **RECOMMENDED ACTION**


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

1. Reject the claim of Clarence Goldsby that was received on March 15, 2016.
2. Reject the claim of Krystal Aparicio that was received on August 23, 2016
3. Reject the claim of Sean Adolfo O'Toole that was received on September 2, 2016.

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



STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE COUNCIL MEETING OF SEPTEMBER 27, 2016

SUBMITTED BY: Donna Conley, City Treasurer 

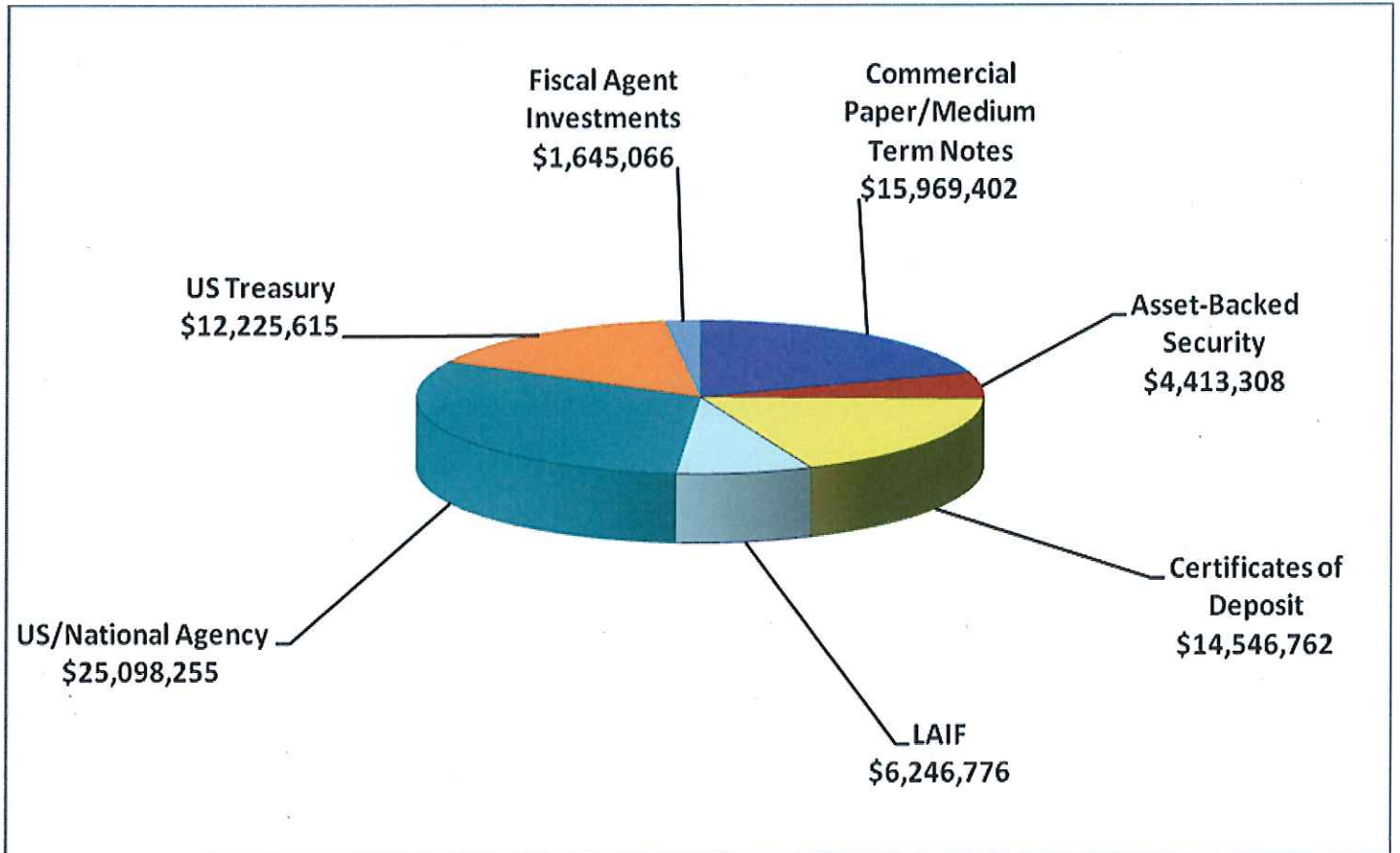
DATE September 21 , 2016

SUBJECT: Treasurer's Report – AUGUST 2016

RECOMMENDATION: Review and file.

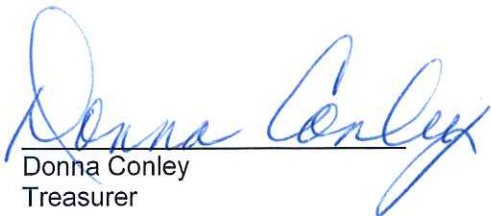
CITY OF ANTIOCH  
SUMMARY REPORT ON THE CITY'S INVESTMENTS

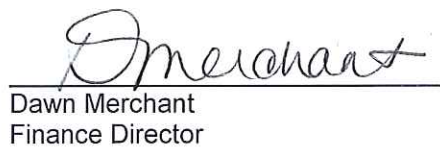
AUGUST 31, 2016



Total of City and Fiscal Agent Investments = \$80,145,184

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

  
Donna Conley  
Treasurer

  
Dawn Merchant  
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	210
Antioch Development Agency 2000 Tax Allocation Bonds	1,372,126
Antioch Development Agency 2009 Tax Allocation Bonds	272,730
	<u><u>\$1,645,066</u></u>





# Managed Account Issuer Summary

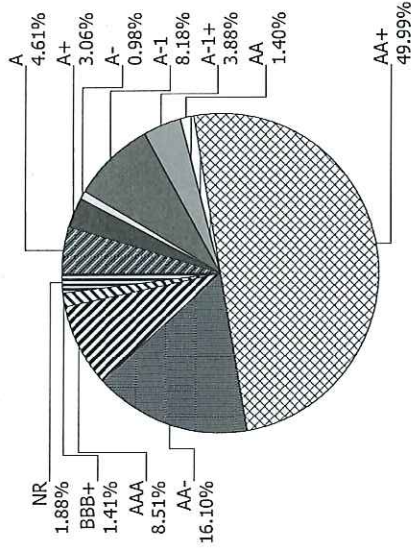
For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

## Issuer Summary

## Credit Quality (S&P Ratings)

Issuer	Market Value of Holdings	Percent
ALLY AUTO RECEIVABLES TRUST	255,251.84	0.35
AMERICAN EXPRESS CO	706,024.20	0.98
AMERICAN HONDA FINANCE	754,042.50	1.04
APPLE INC	723,096.88	1.00
BANK OF AMERICA CORP	705,020.40	0.98
BANK OF AMERICA CREDIT CARD TRUST	496,271.01	0.69
BANK OF MONTREAL	1,402,570.40	1.94
BANK OF NEW YORK CO INC	1,410,141.60	1.95
BANK OF NOVA SCOTIA	1,405,110.00	1.95
BERKSHIRE HATHAWAY INC	281,508.64	0.39
CA EARTHQUAKE AUTH TXBL REV BOND	150,828.00	0.21
CARMAX AUTO OWNER TRUST	574,373.25	0.80
CHEVRON CORP	730,106.18	1.01
CISCO SYSTEMS INC	1,217,983.88	1.69
CITIGROUP INC	282,252.04	0.39
EXXON MOBIL CORP	1,404,235.00	1.94
FANNIE MAE	12,382,594.58	17.14
FEDERAL HOME LOAN BANKS	4,302,190.27	5.96
FORD CREDIT AUTO OWNER TRUST	711,076.35	0.98
FREDDIE MAC	5,003,644.80	6.93
GLAXOSMITHKLINE PLC	563,864.18	0.78
GOLDMAN SACHS GROUP INC	733,304.88	1.02
HONDA AUTO RECEIVABLES	675,033.27	0.93
HSBC HOLDINGS PLC	1,404,942.00	1.95
HYUNDAI AUTO RECEIVABLES	141,064.45	0.20
IBM CORP	1,754,117.75	2.43
INTER-AMERICAN DEVELOPMENT BANK	1,013,180.11	1.40
INTL BANK OF RECONSTRUCTION AND DEV	1,444,526.98	2.00
MICROSOFT CORP	479,064.00	0.66
NISSAN AUTO RECEIVABLES	855,417.63	1.18
NORDEA BANK AB	1,399,853.00	1.94
PEPSICO, INC	276,041.70	0.38



PFM Asset Management LLC



### Managed Account Issuer Summary

For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
PFIZER INC	730,724.60	1.01
RABOBANK NEDERLAND	1,698,174.20	2.35
ROYAL BANK OF CANADA	1,457,467.50	2.02
SKANDINAVISKA ENSKIDA BANKEN AB	1,402,044.00	1.94
STATE OF CONNECTICUT	791,804.10	1.10
SVENSKA HANDELSBANKEN	1,400,700.00	1.94
TEXAS INSTRUMENTS INCORPORATED	888,768.24	1.23
THE WALT DISNEY CORPORATION	197,473.38	0.27
TORONTO-DOMINION BANK	1,401,176.00	1.94
TOYOTA AUTO RECEIVABLES	708,459.93	0.98
TOYOTA MOTOR CORP	1,492,371.60	2.07
UNITED STATES TREASURY	12,296,958.30	17.03
US BANCORP	1,379,690.13	1.91
WELLS FARGO & COMPANY	737,455.50	1.02
<b>Total</b>	<b>\$72,221,999.25</b>	<b>100.00%</b>



PFM Asset Management LLC



**Managed Account Detail of Securities Held**

For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bond / Note</b>										
US TREASURY NOTES DTD 04/30/2013 0.625% 04/30/2018	912828UZ1	AA+	Aaa	04/28/15	04/30/15	991,953.13	0.90	2,105.98	995,513.20	997,461.00
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	AA+	Aaa	05/02/16	05/02/16	883,134.77	0.88	2,779.20	882,094.39	882,895.13
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	AA+	Aaa	05/03/16	05/06/16	1,389,501.95	0.83	4,367.32	1,387,698.85	1,387,406.63
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	AA+	Aaa	11/05/15	11/09/15	1,828,707.03	1.18	5,796.62	1,827,738.19	1,841,466.98
US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	AA+	Aaa	12/01/15	12/04/15	2,455,640.43	1.22	6,252.92	2,450,713.49	2,471,240.11
US TREASURY NOTES DTD 01/31/2014 1.500% 01/31/2019	912828B33	AA+	Aaa	12/28/15	12/30/15	1,781,517.58	1.38	2,315.22	1,780,122.85	1,801,971.13
US TREASURY NOTES DTD 03/31/2014 1.625% 03/31/2019	912828C65	AA+	Aaa	03/02/16	03/04/16	2,909,603.13	1.05	19,555.05	2,901,733.58	2,914,517.32
<b>Security Type Sub-Total</b>		<b>12,145,000.00</b>				<b>12,240,058.02</b>	<b>1.10</b>	<b>43,172.31</b>	<b>12,225,614.55</b>	<b>12,296,958.30</b>

<b>Supra-National Agency Bond / Note</b>										
INTL BANK OF RECON AND DEV SN NOTES DTD 04/19/2016 0.875% 07/19/2018	459058FE8	AAA	Aaa	04/12/16	04/19/16	723,716.75	0.95	740.10	723,922.57	724,517.88
INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	AAA	Aaa	04/05/16	04/12/16	1,011,955.00	1.10	3,919.03	1,012,332.27	1,013,180.11
INTL BANK OF RECON AND DEV SN NOTE DTD 07/13/2016 0.875% 08/15/2019	459058FK4	AAA	Aaa	07/06/16	07/13/16	724,847.75	0.88	281.94	724,853.27	720,009.10
<b>Security Type Sub-Total</b>		<b>2,465,000.00</b>				<b>2,460,519.50</b>	<b>0.99</b>	<b>4,941.07</b>	<b>2,461,108.11</b>	<b>2,457,707.09</b>

<b>Municipal Bond / Note</b>										
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	NR	A3	10/29/14	11/06/14	150,000.00	1.82	456.00	150,000.00	150,828.00



**PFM Asset Management LLC**



## Managed Account Detail of Securities Held

For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
<b>Municipal Bond / Note</b>												
CT ST TXBL GO BONDS	20772J3D2		AA-	Aa3	08/03/16	08/17/16	796,717.20	1.23	401.92	796,695.23	791,804.10	
DTD 08/17/2016	1.300%	08/15/2019										
<b>Security Type Sub-Total</b>							<b>946,717.20</b>	<b>1.32</b>	<b>857.92</b>	<b>946,695.23</b>	<b>942,632.10</b>	
<b>Federal Agency Collateralized Mortgage Obligation</b>												
FNMA SERIES 2015-M1 ASQ2	3136AMKW8		AA+	Aaa	01/15/15	01/30/15	354,989.49	1.26	476.25	352,836.74	352,655.47	
DTD 01/15/2015	1.626%	02/01/2018										
FNMA SERIES 2015-M7 ASQ2	3136ANJY4		AA+	Aaa	04/15/15	04/30/15	328,248.83	0.83	419.79	326,527.72	326,059.21	
DTD 04/01/2015	1.550%	04/01/2018										
FNMA SERIES 2015-M3 FA	3136AMMCO		AA+	Aaa	02/12/15	02/27/15	218,666.84	0.39	119.06	218,723.98	218,328.92	
DTD 02/01/2015	0.652%	06/01/2018										
FNMA SERIES 2015-M15 ASQ2	3136AOSW1		AA+	Aaa	11/06/15	11/30/15	297,949.97	1.20	466.61	297,102.95	297,375.16	
DTD 11/01/2015	1.898%	01/01/2019										
FNMA SERIES 2016-M9 ASQ2	3136ASPX8		AA+	Aaa	06/09/16	06/30/16	555,499.73	1.05	818.13	555,129.22	553,717.73	
DTD 06/01/2016	1.785%	06/01/2019										
FANNIE MAE SERIES 2015-M13 ASQ2	3136AOD00		AA+	Aaa	10/07/15	10/30/15	646,408.90	1.08	877.87	644,822.94	642,710.66	
DTD 10/01/2015	1.646%	09/01/2019										
<b>Security Type Sub-Total</b>							<b>2,401,763.76</b>	<b>1.02</b>	<b>3,177.71</b>	<b>2,395,143.55</b>	<b>2,390,847.15</b>	
<b>Federal Agency Bond / Note</b>												
FNMA NOTE	3135G0J61		AA+	Aaa	07/01/16	07/01/16	225,942.75	0.63	836.72	225,853.19	225,145.80	
DTD 03/04/2016	0.875%	03/28/2018										
FNMA NOTE	3135G0J61		AA+	Aaa	03/02/16	03/04/16	1,796,400.00	0.97	6,693.75	1,797,248.50	1,801,166.40	
DTD 03/04/2016	0.875%	03/28/2018										
FEDERAL HOME LOAN BANKS AGCY	3130A8BD4		AA+	Aaa	05/26/16	05/27/16	1,660,987.35	0.99	2,509.06	1,661,482.64	1,665,196.47	
DTD 05/27/2016	0.875%	06/29/2018										
FHLB NOTES	3130A8PK3		AA+	Aaa	08/10/16	08/12/16	2,640,513.00	0.81	1,104.17	2,640,763.61	2,636,993.80	
DTD 07/08/2016	0.625%	08/07/2018										





### Managed Account Detail of Securities Held

For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/ Coupon/ Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
<b>Federal Agency Bond / Note</b>												
FNMA BENCHMARK NOTE	DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	AA+	Aaa	02/19/16	02/23/16	1,795,752.00	1.08	250.00	1,796,479.31	1,801,148.40	
FNMA BENCHMARK NOTE	DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	AA+	Aaa	05/26/16	05/31/16	1,996,060.00	1.07	277.78	1,996,421.34	2,001,276.00	
FREDDIE MAC NOTES	DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	AA+	Aaa	05/26/16	05/31/16	1,225,943.25	1.10	6,125.00	1,225,866.28	1,229,802.00	
FREDDIE MAC NOTES	DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	AA+	Aaa	08/12/16	08/15/16	1,987,205.50	0.89	9,875.00	1,987,006.24	1,982,742.00	
FHLMC REFERENCE NOTE	DTD 07/20/2016 0.875% 07/19/2019	3137EAE1	AA+	Aaa	07/19/16	07/20/16	1,795,644.00	0.96	1,793.75	1,795,807.53	1,791,100.80	
FNMA BENCHMARK NOTE	DTD 08/02/2016 0.875% 08/02/2019	3135G0N33	AA+	Aaa	07/29/16	08/02/16	1,422,606.00	0.93	1,004.43	1,422,669.54	1,417,460.33	
<b>FNMA NOTES</b>	<b>DTD 09/02/2016 1.000% 08/28/2019</b>	<b>3135G0P49</b>	<b>AA+</b>	<b>Aaa</b>	<b>08/31/16</b>	<b>09/02/16</b>	<b>2,745,710.00</b>	<b>1.05</b>	<b>0.00</b>	<b>2,745,710.00</b>	<b>2,745,550.50</b>	
<b>Security Type Sub-Total</b>			<b>19,315,000.00</b>				<b>19,292,763.85</b>	<b>0.97</b>	<b>30,469.66</b>	<b>19,295,308.18</b>	<b>19,297,582.50</b>	

<b>Corporate Note</b>												
IBM CORP NOTES	DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	AA-	Aa3	02/03/15	02/06/15	1,744,662.50	1.23	1,367.19	1,747,430.65	1,754,117.75	
EXXON MOBIL CORP NOTES	DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	AA+	Aaa	03/04/15	03/06/15	1,400,000.00	1.31	8,881.25	1,400,000.00	1,404,235.00	
AMERICAN HONDA FINANCE CORP NOTES	DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	A+	A1	03/10/15	03/13/15	748,995.00	1.55	5,250.00	749,480.57	754,042.50	
PEPSICO, INC CORP NOTES	DTD 04/30/2015 1.250% 04/30/2018	713448CR7	A	A1	04/27/15	04/30/15	274,967.00	1.25	1,155.38	274,981.55	276,041.70	
TEXAS INSTRUMENTS CORP NOTE	DTD 05/08/2013 1.000% 05/01/2018	882508AV6	A+	A1	04/02/15	04/08/15	885,202.90	1.18	2,966.67	887,370.40	888,768.24	
GLAXOSMITHKLINE CAP INC NOTES	DTD 05/13/2008 5.650% 05/15/2018	377372AD9	A+	A2	04/01/15	04/07/15	594,368.25	1.30	8,733.96	563,436.40	563,864.18	





**Managed Account Detail of Securities Held**

For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
<b>Corporate Note</b>												
BANK OF NEW YORK MELLON CORP (CALLABLE)	DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	A	A1	05/22/15	05/29/15	1,399,874.00	1.60	6,160.00	1,399,925.41	1,410,141.60	
BANK OF AMERICA BANK NOTES	DTD 06/05/2015 1.750% 06/05/2018	06050TMC3	A	A1	10/06/15	10/09/15	701,442.00	1.67	2,926.39	700,966.77	705,020.40	
CISCO SYSTEMS INC CORP NOTE	DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	AA-	A1	06/10/15	06/17/15	1,204,795.15	1.66	4,197.42	1,204,876.17	1,217,983.88	
TOYOTA MOTOR CREDIT CORP	DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	AA-	Aa3	07/08/15	07/13/15	724,383.75	1.58	1,498.33	724,613.22	729,977.13	
AMERICAN EXPRESS CRD CRP NT (CALLABLE)	DTD 07/31/2015 1.800% 07/31/2018	0258M0DV8	A-	A2	10/05/15	10/08/15	702,709.00	1.66	1,085.00	701,836.35	706,024.20	
BERKSHIRE HATHAWAY INC GLOBAL NOTES	DTD 08/15/2016 1.150% 08/15/2018	084670BX5	AA	Aa2	08/08/16	08/15/16	174,979.00	1.16	89.44	174,979.46	175,136.50	
THE WALT DISNEY CORPORATION	DTD 01/08/2016 1.650% 01/08/2019	25468PDH6	A	A2	01/05/16	01/08/16	194,738.70	1.70	473.69	194,794.00	197,473.38	
TOYOTA MOTOR CREDIT CORP	DTD 02/19/2016 1.700% 02/19/2019	89236TCU7	AA-	Aa3	02/16/16	02/19/16	754,909.40	1.70	427.83	754,925.18	762,394.47	
BERKSHIRE HATHAWAY INC NOTES	DTD 03/15/2016 1.700% 03/15/2019	084664CG4	AA	Aa2	03/08/16	03/15/16	104,920.20	1.73	823.08	104,932.20	106,372.14	
WELLS FARGO & COMPANY	DTD 04/22/2014 2.125% 04/22/2019	94974BFU9	A	A2	03/10/16	03/15/16	727,965.25	1.99	5,520.57	727,540.86	737,455.50	
GOLDMAN SACHS GRP INC CORP NT (CALLABLE)	DTD 04/25/2016 2.000% 04/25/2019	38141GVT8	BBB+	A3	04/20/16	04/25/16	99,722.00	2.10	700.00	99,753.59	101,145.50	
GOLDMAN SACHS GRP INC CORP NT (CALLABLE)	DTD 04/25/2016 2.000% 04/25/2019	38141GVT8	BBB+	A3	04/21/16	04/26/16	624,600.00	2.02	4,375.00	624,645.28	632,159.38	





**Managed Account Detail of Securities Held**

For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
<b>Corporate Note</b>												
CHEVRON CORP NOTES	166764BH2	166764BH2	AA-	Aa2	05/09/16	05/16/16	725,000.00	1.56	3,300.86	725,000.00	730,106.18	
DTD 05/16/2016 1.561% 05/16/2019												
PFIZER INC CORP NOTES	717081DU4	717081DU4	AA	A1	05/31/16	06/03/16	724,173.50	1.49	2,569.72	724,239.61	730,724.60	
DTD 06/03/2016 1.450% 06/03/2019												
CITIGROUP INC CORP NOTES	172967KS9	172967KS9	BBB+	Baa1	06/02/16	06/09/16	279,854.40	2.07	1,307.44	279,865.13	282,252.04	
DTD 06/09/2016 2.050% 06/07/2019												
APPLE INC CORP NOTES	037833CB4	037833CB4	AA+	Aa1	07/28/16	08/04/16	724,275.00	1.13	598.13	724,292.91	723,096.88	
DTD 08/04/2016 1.100% 08/02/2019												
MICROSOFT CORP NOTES	594918BN3	594918BN3	AAA	Aaa	08/01/16	08/08/16	479,505.60	1.14	337.33	479,515.98	479,064.00	
DTD 08/08/2016 1.100% 08/08/2019												
<b>Security Type Sub-Total</b>							<b>15,935,000.00</b>	<b>1.51</b>	<b>64,744.68</b>	<b>15,969,401.69</b>	<b>16,067,597.15</b>	

**Certificate of Deposit**

RABOBANK NEDERLAND NV CERT DEPOS	21684BXH2	21684BXH2	A-1	P-1	04/22/15	04/27/15	1,700,000.00	1.07	6,568.61	1,700,000.00	1,698,174.20
DTD 04/27/2015 1.070% 04/21/2017											
BMO HARRIS BANK NA CD	05574BPW5	05574BPW5	A-1	Aa3	10/22/15	10/23/15	1,400,000.00	1.01	12,211.11	1,400,000.00	1,402,570.40
DTD 10/23/2015 1.000% 04/24/2017											
NORDEA BANK FINLAND NY CD	65558LFA5	65558LFA5	AA-	Aa3	05/27/15	05/29/15	1,400,000.00	1.15	4,382.78	1,400,000.00	1,399,853.00
DTD 05/29/2015 1.150% 05/26/2017											
TORONTO DOMINION BANK NY YCD	89113ESN7	89113ESN7	AA-	Aa1	06/16/15	06/19/15	1,400,000.00	1.25	3,520.22	1,400,000.00	1,401,176.00
DTD 06/19/2015 1.240% 06/16/2017											
SVENSKA HANDELSBANKEN NY FLT CERT DEPOS	86958DH54	86958DH54	A-1+	P-1	11/20/15	11/24/15	1,400,000.00	0.84	347.20	1,400,000.00	1,400,700.00
DTD 11/24/2015 1.275% 08/24/2017											
US BANK NA CINCINNATI (CALLABLE) CD	90333VFP1	90333VFP1	AA-	Aa1	09/09/14	09/11/14	1,372,786.25	1.41	8,927.95	1,374,242.55	1,379,690.13
DTD 09/11/2014 1.375% 09/11/2017											
BANK OF NOVA SCOTIA HOUSTON YCD	06417GAS7	06417GAS7	A-1	P-1	11/06/15	11/09/15	1,400,000.00	1.55	6,976.67	1,400,000.00	1,405,110.00
DTD 11/09/2015 1.560% 11/06/2017											



**PFM Asset Management LLC**



### Managed Account Detail of Securities Held

For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Certificate of Deposit</b>										
SKANDINAVISKA ENSKILDA BANKEN NY CD DTD 11/17/2015 1.480% 11/16/2017	83050FBG5	A-1	P-1	11/16/15	11/17/15	1,400,000.00	1.48	16,633.56	1,400,000.00	1,402,044.00
HSBC BANK USA NA FLOATING CERT DEPOS DTD 11/18/2015 1.394% 11/17/2017	40428AR41	A-1+	P-1	11/17/15	11/18/15	1,400,000.00	0.97	813.23	1,400,000.00	1,404,942.00
ROYAL BANK OF CANADA NY CD DTD 03/11/2016 1.700% 03/09/2018	78009NZ22	AA-	Aa3	03/11/16	03/15/16	1,450,000.00	1.69	11,640.28	1,450,000.00	1,457,467.50
<b>Security Type Sub-Total</b>						<b>14,322,786.25</b>	<b>1.24</b>	<b>72,021.61</b>	<b>14,324,242.55</b>	<b>14,351,727.23</b>
<b>Asset-Backed Security / Collateralized Mortgage Obligation</b>										
HONDA ABS 2015-1 A2 DTD 01/28/2015 0.700% 06/15/2017	43814KAB7	AAA	Aaa	01/21/15	01/28/15	10,327.60	0.70	3.21	10,327.45	10,326.23
TOYOTA ABS 2015-A A2 DTD 03/04/2015 0.710% 07/15/2017	89236WAB4	AAA	Aaa	02/24/15	03/04/15	27,730.15	0.71	8.75	27,730.07	27,726.01
HONDA ABS 2015-2 A3 DTD 05/20/2015 1.040% 02/21/2019	43813NAC0	AAA	NR	05/13/15	05/20/15	494,924.02	1.05	143.00	494,953.88	494,770.86
TOYOTA ABS 2015-B A3 DTD 06/17/2015 1.270% 05/15/2019	89237CAD3	AAA	Aaa	06/10/15	06/17/15	679,963.21	1.27	383.82	679,976.31	680,733.92
CARMAX ABS 2016-3 A2 DTD 07/20/2016 1.170% 08/15/2019	14314EAB7	AAA	NR	07/14/16	07/20/16	574,953.08	1.18	299.00	574,954.92	574,373.25
NISSAN ABS 2015-A A3 DTD 04/14/2015 1.050% 10/15/2019	65477UAC4	NR	Aaa	04/07/15	04/14/15	514,891.75	1.06	240.33	514,928.99	514,960.91
FORD ABS 2015-B A3 DTD 05/26/2015 1.160% 11/15/2019	34530VAD1	NR	Aaa	05/19/15	05/26/15	349,967.63	1.16	180.44	349,977.58	350,170.45
HONDA ABS 2016-1 A3 DTD 02/25/2016 1.220% 12/18/2019	43814NAC9	AAA	NR	02/16/16	02/25/16	169,975.84	1.23	74.89	169,979.69	169,936.18
FORD ABS 2015-C A3 DTD 09/22/2015 1.410% 02/15/2020	34530YAD5	AAA	Aaa	09/15/15	09/22/15	359,929.94	1.42	225.60	359,946.58	360,905.90
NISSAN ABS 2015-B A3 DTD 07/22/2015 1.340% 03/15/2020	65475WAD0	NR	Aaa	07/15/15	07/22/15	339,972.97	1.34	202.49	339,980.57	340,456.72



PFM Asset Management LLC





**Managed Account Detail of Securities Held**

For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/ Coupon/ Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security / Collateralized Mortgage Obligation</b>											
ALLY ABS 2016-3 A3	02007LAC6	02007LAC6	AAA	Aaa	05/24/16	05/31/16	254,975.24	1.44	163.20	254,976.82	255,251.84
DTD 05/31/2016 1.440% 08/15/2020											
HYUNDAI ABS 2016-A A3	44930UAD8	44930UAD8	AAA	Aaa	03/22/16	03/30/16	139,972.84	1.57	97.07	139,975.66	141,064.45
DTD 03/30/2016 1.560% 09/15/2020											
BANK OF AMER CREDIT CARD TR 2015-A2	05522RCU0	05522RCU0	AAA	Aaa	10/28/15	10/29/15	495,715.43	1.30	299.20	495,599.64	496,271.01
DTD 04/29/2015 1.360% 09/15/2020											
<b>Security Type Sub-Total</b>							<b>4,413,298.90</b>	<b>1.23</b>	<b>2,321.00</b>	<b>4,413,308.16</b>	<b>4,416,947.73</b>
<b>Managed Account Sub-Total</b>							<b>71,923,259.08</b>	<b>1.19</b>	<b>221,705.96</b>	<b>72,030,822.02</b>	<b>72,221,999.25</b>
<b>Securities Sub-Total</b>							<b>\$72,073,950.08</b>	<b>1.19%</b>	<b>\$221,705.96</b>	<b>\$72,030,822.02</b>	<b>\$72,221,999.25</b>
<b>Accrued Interest</b>											<b>\$221,705.96</b>
<b>Total Investments</b>											<b>\$72,443,705.21</b>

Bolded items are forward settling trades.





## Managed Account Security Transactions & Interest

For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>BUY</b>										
07/28/16	08/04/16	APPLE INC CORP NOTES DTD 08/04/2016 1.100% 08/02/2019	037833CB4	725,000.00	(724,275.00)	0.00	(724,275.00)			
07/29/16	08/02/16	FNMA BENCHMARK NOTE DTD 08/02/2016 0.875% 08/02/2019	3135G0N33	1,425,000.00	(1,422,606.00)	0.00	(1,422,606.00)			
08/01/16	08/08/16	MICROSOFT CORP NOTES DTD 08/08/2016 1.100% 08/08/2019	594918BN3	480,000.00	(479,505.60)	0.00	(479,505.60)			
08/03/16	08/17/16	CT ST TXBL GO BONDS DTD 08/17/2016 1.300% 08/15/2019	20772J3D2	795,000.00	(796,717.20)	0.00	(796,717.20)			
08/08/16	08/15/16	BERKSHIRE HATHAWAY INC GLOBAL NOTES DTD 08/15/2016 1.150% 08/15/2018	084670BX5	175,000.00	(174,979.00)	0.00	(174,979.00)			
08/10/16	08/12/16	FHLB NOTES DTD 07/08/2016 0.625% 08/07/2018	3130A8PK3	2,650,000.00	(2,640,513.00)	(230.03)	(2,640,743.03)			
08/12/16	08/15/16	FREDDIE MAC NOTES DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	1,975,000.00	(1,987,205.50)	(8,887.50)	(1,996,093.00)			
<b>08/31/16</b>	<b>09/02/16</b>	<b>FNMA NOTES</b> <b>DTD 09/02/2016 1.000%</b> <b>08/28/2019</b>	<b>3135G0P49</b>	<b>2,750,000.00</b>	<b>(2,745,710.00)</b>	<b>0.00</b>	<b>(2,745,710.00)</b>			
<b>Transaction Type Sub-Total</b>				<b>10,975,000.00</b>	<b>(10,971,511.30)</b>	<b>(9,117.53)</b>	<b>(10,980,628.83)</b>			
<b>INTEREST</b>										
08/01/16	08/25/16	FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	355,305.61	0.00	481.44	481.44			
08/01/16	08/25/16	FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AOD00	640,000.00	0.00	877.87	877.87			
08/01/16	08/25/16	FNMA SERIES 2016-M9 ASQ2 DTD 06/01/2016 1.785% 06/01/2019	3136ASPX8	550,000.00	0.00	818.13	818.13			
08/01/16	08/25/16	FNMA SERIES 2015-M15 ASQ2 DTD 11/01/2015 1.898% 01/01/2019	3136AOSW1	295,000.00	0.00	466.61	466.61			
08/01/16	08/25/16	FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANJY4	325,000.00	0.00	419.79	419.79			
08/01/16	08/25/16	FNMA SERIES 2015-M3 FA DTD 02/01/2015 0.652% 06/01/2018	3136AMMCO	225,583.01	0.00	129.77	129.77			





**Managed Account Security Transactions & Interest**

For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>											
08/06/16	08/06/16	08/06/16	IBM CORP NOTES	459200HZ7	1,750,000.00	0.00	9,843.75	9,843.75			
			DTD 02/06/2015 1.125% 02/06/2018								
08/15/16	08/15/16	08/15/16	ALLY ABS 2016-3 A3	02007LAC6	255,000.00	0.00	306.00	306.00			
			DTD 05/31/2016 1.440% 08/15/2020								
08/15/16	08/15/16	08/15/16	FORD ABS 2015-B A3	34530VAD1	350,000.00	0.00	338.33	338.33			
			DTD 05/26/2015 1.160% 11/15/2019								
08/15/16	08/15/16	08/15/16	CARMAX ABS 2016-3 A2	14314EAB7	575,000.00	0.00	467.20	467.20			
			DTD 07/20/2016 1.170% 08/15/2019								
08/15/16	08/15/16	08/15/16	NISSAN ABS 2015-B A3	65475WAD0	340,000.00	0.00	379.67	379.67			
			DTD 07/22/2015 1.340% 03/15/2020								
08/15/16	08/15/16	08/15/16	FORD ABS 2015-C A3	34530YAD5	360,000.00	0.00	423.00	423.00			
			DTD 09/22/2015 1.410% 02/15/2020								
08/15/16	08/15/16	08/15/16	TOYOTA ABS 2015-B A3	89237CAD3	680,000.00	0.00	719.67	719.67			
			DTD 06/17/2015 1.270% 05/15/2019								
08/15/16	08/15/16	08/15/16	BANK OF AMER CREDIT CARD TR 2015-A2	05522RCU0	495,000.00	0.00	561.00	561.00			
			DTD 04/29/2015 1.360% 09/15/2020								
08/15/16	08/15/16	08/15/16	HYUNDAI ABS 2016-A A3	44930UAD8	140,000.00	0.00	182.00	182.00			
			DTD 03/30/2016 1.560% 09/15/2020								
08/15/16	08/15/16	08/15/16	TOYOTA ABS 2015-A A2	89236WAB4	49,642.71	0.00	29.37	29.37			
			DTD 03/04/2015 0.710% 07/15/2017								
08/15/16	08/15/16	08/15/16	NISSAN ABS 2015-A A3	65477UAC4	515,000.00	0.00	450.63	450.63			
			DTD 04/14/2015 1.050% 10/15/2019								
08/15/16	08/15/16	08/15/16	HONDA ABS 2015-1 A2	43814KAB7	34,986.49	0.00	20.41	20.41			
			DTD 01/28/2015 0.700% 06/15/2017								
08/15/16	08/15/16	08/15/16	INTL BANK OF RECON AND DEV SN NOTE	459058FK4	725,000.00	0.00	563.89	563.89			
			DTD 07/13/2016 0.875% 08/15/2019								
08/17/16	08/17/16	08/17/16	HSBC BANK USA NA FLOATING CERT DEPOS	40428AR41	1,400,000.00	0.00	4,356.30	4,356.30			
			DTD 11/18/2015 1.394% 11/17/2017								
08/18/16	08/18/16	08/18/16	HONDA ABS 2016-1 A3	43814NAC9	170,000.00	0.00	172.83	172.83			
			DTD 02/25/2016 1.220% 12/18/2019								





**Managed Account Security Transactions & Interest**

For the Month Ending August 31, 2016

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>										
	08/19/16	TOYOTA MOTOR CREDIT CORP DTD 02/19/2016 1.700% 02/19/2019	89236TCU7	755,000.00	0.00	6,417.50	6,417.50			
	08/21/16	HONDA ABS 2015-2 A3 DTD 05/20/2015 1.040% 02/21/2019	43813NAC0	495,000.00	0.00	429.00	429.00			
	08/24/16	SVENSKA HANDELSBANKEN NY FLT CERT DEPOS	86958DH54	1,400,000.00	0.00	3,975.98	3,975.98			
	08/26/16	FNMA BENCHMARK NOTE DTD 11/24/2015 1.275% 08/24/2017	3135G0J53	1,800,000.00	0.00	9,000.00	9,000.00			
	08/26/16	FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	2,000,000.00	0.00	10,000.00	10,000.00			
	08/26/16	FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	2,000,000.00	0.00	10,000.00	10,000.00			
		<b>Type Sub-Total</b>		<b>16,680,517.82</b>	<b>0.00</b>	<b>51,830.14</b>	<b>51,830.14</b>			
<b>PAYDOWNS</b>										
	08/01/16	FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	3,828.26	3,828.26	0.00	3,828.26	(38.25)	0.00	
	08/01/16	FNMA SERIES 2015-M3 FA DTD 02/01/2015 0.652% 06/01/2018	3136AMMCO	6,859.03	6,859.03	0.00	6,859.03	1.79	0.00	
	08/15/16	HONDA ABS 2015-1 A2 DTD 01/28/2015 0.700% 06/15/2017	43814KAB7	24,658.89	24,658.89	0.00	24,658.89	1.29	0.00	
	08/15/16	TOYOTA ABS 2015-A A2 DTD 03/04/2015 0.710% 07/15/2017	89236WAB4	21,912.56	21,912.56	0.00	21,912.56	0.21	0.00	
		<b>Type Sub-Total</b>		<b>57,258.74</b>	<b>57,258.74</b>	<b>0.00</b>	<b>57,258.74</b>	<b>(34.96)</b>	<b>0.00</b>	
<b>SELL</b>										
	07/29/16	JPMORGAN CHASE & CO DTD 02/18/2014 1.350% 02/15/2017	46623EY6	1,000,000.00	1,001,940.00	6,262.50	1,008,202.50	2,440.00	2,031.16	SPEC LOT
	07/29/16	US TREASURY NOTES DTD 06/02/2014 1.500% 05/31/2019	912828W10	1,130,000.00	1,153,173.83	2,917.62	1,156,091.45	(3,619.53)	(2,993.24)	SPEC LOT
	08/01/16	US TREASURY NOTES DTD 04/30/2014 1.625% 04/30/2019	912828D23	465,000.00	475,716.80	2,053.33	477,770.13	(1,344.14)	(886.47)	SPEC LOT
	08/03/16	US TREASURY NOTES DTD 04/30/2014 1.625% 04/30/2019	912828D23	775,000.00	792,619.14	3,730.21	796,349.35	(2,482.42)	(1,548.02)	SPEC LOT





### Managed Account Security Transactions & Interest

For the Month Ending August 31, 2016

CITY OF ANTIPOCH, CA - 04380500

Transaction Type Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>SELL</b>									
08/08/16	US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828V00	175,000.00	177,173.83	98.08	177,271.91	765.63	1,269.15	SPEC LOT
08/10/16	US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828V00	1,090,000.00	1,104,306.25	488.72	1,104,794.97	5,535.15	8,648.13	SPEC LOT
08/10/16	US TREASURY NOTES DTD 09/30/2011 1.375% 09/30/2018	912828RH5	1,500,000.00	1,520,742.19	7,551.23	1,528,293.42	1,523.44	6,905.57	SPEC LOT
08/12/16	US TREASURY NOTES DTD 04/30/2014 1.625% 04/30/2019	912828D23	1,935,000.00	1,978,083.98	9,142.61	1,987,226.59	(7,105.08)	(4,867.31)	SPEC LOT
<b>08/31/16</b>	<b>AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017</b>	<b>0258M0DR7</b>	<b>370,000.00</b>	<b>371,298.70</b>	<b>2,548.89</b>	<b>373,847.59</b>	<b>1,794.50</b>	<b>1,476.00</b>	<b>SPEC LOT</b>
<b>08/31/16</b>	<b>HSBC USA INC DTD 06/23/2014 1.300% 06/23/2017</b>	<b>40434CAA3</b>	<b>565,000.00</b>	<b>564,638.40</b>	<b>1,407.79</b>	<b>566,046.19</b>	<b>497.20</b>	<b>(126.89)</b>	<b>SPEC LOT</b>
<b>08/31/16</b>	<b>US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018</b>	<b>912828A75</b>	<b>775,000.00</b>	<b>786,655.27</b>	<b>2,021.74</b>	<b>788,677.01</b>	<b>5,085.94</b>	<b>6,659.81</b>	<b>SPEC LOT</b>
<b>08/31/16</b>	<b>PEPSICO, INC DTD 07/17/2015 1.125% 07/17/2017</b>	<b>713448CW6</b>	<b>1,000,000.00</b>	<b>1,002,050.00</b>	<b>1,406.25</b>	<b>1,003,456.25</b>	<b>2,370.00</b>	<b>2,190.85</b>	<b>SPEC LOT</b>
<b>Transaction Type Sub-Total</b>				<b>10,928,398.39</b>	<b>39,628.97</b>	<b>10,968,027.36</b>	<b>5,460.69</b>	<b>18,758.74</b>	
<b>Managed Account Sub-Total</b>				<b>14,145.83</b>	<b>82,341.58</b>	<b>96,487.41</b>	<b>5,425.73</b>	<b>18,758.74</b>	
<b>Total Security Transactions</b>				<b>\$14,145.83</b>	<b>\$82,341.58</b>	<b>\$96,487.41</b>	<b>\$5,425.73</b>	<b>\$18,758.74</b>	

Bolded items are forward settling trades.





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Forrest Ebbs, Community Development Director *FE*  
**SUBJECT:** Laurel Ranch Subdivision (PD-15-03) (PW 698)

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### RECOMMENDED ACTION

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

1. Adopt the Ordinance approving a Development Agreement between the City of Antioch and Richland Planned Communities, Inc.
2. Adopt the Ordinance approving a Rezone of the project site to Planned Development, approving a Master Development Plan, Final Development Plan, and Planned Development and Design Standards (PD-15-03).

### STRATEGIC PURPOSE

This action will forward Long Term Goal G: Planning, Entitlements, and Permitting, by providing consistent and efficient entitlement, permitting, and development services to the public. In addition, this action will help to maintain police services (Strategy A-1 in the Strategic Plan), in that the Development Agreement includes a provision to create a financing mechanism for the provision of police services necessary to serve the development.

### DISCUSSION

The adoption of an Ordinance requires two separate readings. The two subject Ordinances were introduced at the September 13, 2016 City Council meeting as part of the review of the Laurel Ranch residential development project in the East Lone Tree Specific Plan Area. This second reading will finalize the adoption of these Ordinances.

### ATTACHMENTS

- A. Ordinance approving a Development Agreement between the City of Antioch and Richland Planned Communities, Inc.

Exhibit A. Development Agreement

- B. Ordinance approving a Rezone to Planned Development district, adopting Planned Development Standards and Design Guidelines

Exhibit A. Legal Description

# ATTACHMENT "A"

## ORDINANCE NO.

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND RICHLAND FOR THE LAUREL RANCH PROJECT

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

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

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

**Section 3.** The Planning Commission conducted a duly noticed public hearing on July 20, 2016 at which it recommended to the City Council that the Development Agreement be approved. The City Council held a duly noticed public hearing on September 13, 2016 at which all interested persons were allowed to address the Council on the Development Agreement.

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

**Section 5.** An Addendum to the Future Urban Area #2 (East Lone Tree) Specific Plan EIR was certified for the Laurel Ranch Project. The City Council has concluded that there have been no substantial changes to the project through the Development Agreement. Therefore, in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, a subsequent environmental document is not required.

**Section 6.** The Development Agreement included as Exhibit "A" is hereby approved, subject to minor and clarifying revisions approved by the City Manager and City Attorney, and the City Manager is authorized and directed to sign it on behalf of the City of Antioch.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 13<sup>th</sup> day of September, 2016, and passed and adopted at a regular meeting thereof, held on the 27<sup>th</sup> day of September, 2016.

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Wade Harper, Mayor of the City of Antioch**

**ATTEST:**

\_\_\_\_\_  
**Arne Simonsen, City Clerk of the City of Antioch**



**EXHIBIT A**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

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

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE CITY OF ANTIOCH**

**AND**

**RICHLAND PLANNED COMMUNITIES, INC.**

**DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF ANTIOCH  
AND  
RICHLAND PLANNED COMMUNITIES, INC.**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) by and between the City of Antioch, a municipal corporation (“**City**”) and Richland Planned Communities, Inc., a California corporation (“**Richland**”) (each a “**Party**” and collectively the “**Parties**”), pursuant to the authority of Division 1, Chapter 4, Article 2.5, Sections 65864 *et seq.* of the Government Code (the “**Statute**”) is entered into as of \_\_\_\_\_, 2016 (the “**Effective Date**”) in the following factual context.

RECITALS

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

B. Richland proposes to develop approximately 54 acres of real property located in the City of Antioch, Contra Costa County more particularly described in **Exhibit A** (the “**Property**”) as a single-family residential subdivision, commonly known as the Laurel Ranch Subdivision Project (the “**Project**”).

C. The Project’s history is as follows:

1. On October 13, 1992, pursuant to its 1988 General Plan, the City of Antioch City Council certified the Antioch Infrastructure Plan EIR (SCH No. 91-123021) and adopted the Antioch Infrastructure Plan, which addressed scenarios for development and infrastructure in Antioch’s Future Urbanization Area Nos. 1 and 2.
2. The Property was annexed into Antioch’s City limits on November 9, 1993.
3. On May 28, 1996, the City Council certified the Future Urbanization Area 2 East Lone Tree Specific Plan Environmental Impact Report (SCH No. 93-111069) (“**FUA 2 EIR**”), and adopted Findings of Fact and Statements of Overriding Considerations.
4. On \_\_\_\_\_, 1996, the City Council adopted the Future Urban Area 2 East Lone Tree Specific Plan.
5. On May 10, 2005, the City Council held a public hearing, considered, and approved a Final Development Plan, Vesting Tentative Map (VTM) and

adopted an Addendum to the FUA 2 EIR for a 209-unit single-family residential subdivision project on the Property. The Council also introduced an ordinance to rezone the Property from SP to Planned Development (PD).

6. On June 14, 2005, the City Council adopted Ordinance No. 1049-C-S, titled ORDINANCE REZONING THE PARCELS MAKING UP THE LAUREL RANCH PROJECT SITE TO THE PLANNED DEVELOPMENT (PD) DESIGNATION. The PD zoning designation remains in effect as of the Effective Date of this Agreement.
7. The VTM approved on May 10, 2005 expired on \_\_\_\_\_, 20\_\_\_\_.

D. Richland submitted an application to the City of Antioch for the following discretionary entitlements: (1) a Final Planned Development; and (2) a Vesting Tentative Map (“**Project Approvals**”), both of which are attached hereto as **Exhibits B-1** and **B-2**, respectively.

E. An Addendum to the FUA 2 EIR was prepared in accordance with CEQA to provide the environmental analysis on the Project Approvals, and this Agreement.

F. In exchange for the covenants contained in this Agreement and the continued commitment of Richland to provide the benefits described in the Project Approvals, when and if the Project proceeds, and in order to encourage the investment by Richland necessary to proceed with the Project, the City is willing to enter into this Agreement to set forth the right of Richland to develop the Project as provided in this Agreement.

G. On \_\_\_\_\_, 2016, at a duly noted public hearing, the Planning Commission of the City of Antioch considered and recommended approval of the Addendum, Final Development Plan, Vesting Tentative Map, and this Agreement pursuant to Resolution No. \_\_\_\_\_.

H. On \_\_\_\_\_, 2016, after a duly noticed public hearing, the City Council considered and took the following actions: (1) adopted the Addendum pursuant to Resolution No. \_\_\_\_\_; (2) approved the Final Development Plan and Vesting Tentative Map, pursuant to Resolution No. \_\_\_\_\_; and (3) conducted a first reading of Ordinance No. \_\_\_\_\_ approving this Agreement.

I. On \_\_\_\_\_, 2016, at a duly noticed public hearing, the City Council adopted Ordinance No. \_\_\_\_\_ approving this Agreement.

J. The City Council has found that, among other things, this Agreement and the Project Approvals are consistent with its General Plan and has been reviewed and evaluated in accordance with the Statute.

## A G R E E M E N T

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

### **ARTICLE 1 TERM AND APPLICABLE LAW**

The term of this Agreement shall commence as of the Effective Date and continue for 15 years, to and including \_\_\_\_\_, 2031 (the “**Term**”). The expiration of the Term shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Richland may have that exist independently of this Agreement and derive from common law vesting or other laws or regulations of the state or the City. The Term and the term of any Project Approvals, may be extended from time to time pursuant to Section 3.7, or ARTICLE 4.

### **ARTICLE 2 COVENANTS OF RICHLAND**

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

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

2.3 Design Review. The Project Approvals do not include design review approval, which Richland has yet to obtain. Richland’s design review application(s) and submittal(s) shall be consistent with the City’s general design review guidelines in effect at the time of its application to the extent such guidelines are consistent with the Project Approvals.

2.4 Fees. Richland shall complete certain road, sewer and storm drain improvements to and in Laurel Road, as described in the Project Approvals. In exchange for such improvements, Richland shall not be subject to any traffic or infrastructure impact fees. However, Richland shall pay processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City of processing applications for subsequent approvals or for monitoring compliance with and review of subsequent submittals for any Project Approvals granted or issued, as such fees and charges are adjusted from time to time. No fees other than processing fees shall be due before approval of the final map unless earlier payment is expressly required by the Project Approvals.

2.5 Homeowners' Association. Prior to approval of the first Final Map, Richland shall establish a Homeowners' Association ("HOA") and adopt Covenants, Codes and Restrictions ("CC&Rs") for the Project in conformance with the regulations set for by the California Bureau of Real Estate. The CC&Rs shall require the HOA to maintain (a) all private common areas and amenities, including (i) above-ground storm water control facilities along the project frontage, and on Parcel B or Area C.3., as shown on the VTM; and (ii) the surfaces of all interior roads. Additionally, the CC&Rs shall include the following provisions to preserve the character and quality of the subdivision:

2.5.1 No less than 70 percent of the housing units in the Project shall be maintained as owner-occupied homes.

2.5.2 The HOA shall require all homeowners renting their homes to provide copies of proposed prior to execution as well as copies of executed leases within 30 days of execution. The HOA shall ensure and maintain records indicating the homes for rent do not exceed 30 percent of the housing units in the Project.

2.5.3 No lease shall be for a term of less than 90 days, subject to certain exceptions including, seller leaseback situations, job and military transfers, illness, death, divorce, and similar hardship conditions.

2.5.4 Each home shall be occupied as a residence by a single family.

2.5.5 Rules and policies to govern circumstances where more than 30 percent of the homeowners express interest in leasing their homes.

2.5.6 The CC&Rs shall be reviewed and approved by the City Engineer and the City Attorney and shall be recorded concurrently with the first Final Map. No legal challenge to any provision of the CC&Rs provided above in Sections 2.5.1 through 2.5.6 shall invalidate the CC&Rs as a whole or prevent the City Engineer from approving and recording the CC&Rs.

2.6 Improvements. Richland shall construct the public and private improvements required by, and more particularly described in the Project Approvals. Richland shall perform the work in accordance with the standards and specifications established by Applicable Law. To the extent there are no such standards or specifications in the Applicable Law other than this Agreement, the work shall be performed in accordance with industry standards and in a good and workmanlike manner, as approved by the City Engineer.

2.6.1 Design and Construction of Laurel Road. Richland shall design and construct the completion of the western extension of Laurel Road including the infrastructure and traffic signalization, from the Project's southwestern boundary to SR 4, as more particularly described in the Project Approvals. The City shall cooperate with Richland to provide reimbursement to Richland by other landowners and developers benefitting from such improvements for their fair share of the costs of such improvements as outlined below in Section 3.4.

2.6.2 Trail Improvements. Richland shall construct a public use regional trail commencing at Laurel Road and running north along the Project's westerly boundary and connecting to the Delta De Anza Trail on the Project's northerly boundary as outlined in the East Lone Tree Specific Plan. Richland shall be responsible for design and construction of the trail. Richland shall dedicate the public use regional trail to the City upon completion and sign off of the trail by the City.

2.6.3 Sewer Line and Storm Drain Improvements. Richland shall design and construct the major sewer trunk line and storm drain lines in portions of Laurel Road and Country Hills Drive to locations through the neighboring properties to the south and east to connect to the Project as more particularly described in the Project Approvals, subject to a cost-sharing and/or reimbursement agreement between Richland and benefitting landowners. Richland shall obtain rights-of-way to construct portions of the sewer line and storm drain improvements on neighboring properties. The City shall cooperate with Richland to obtain such rights-of-way as more particularly described in Section 3.2 establish financing mechanisms as outlined in Section 3.3, and collect reimbursement as more particularly described in Section 3.4 of this Agreement. Once constructed, Richland shall dedicate the sewer line improvements to the City.

2.7 Police Services Funding. In order to assist the City in meeting a police force level within a range of 1.2 to 1.5 officers per 1,000 residents as set forth in Performance Standard 3.5.3.1 of the General Plan, Richland shall, at its own cost, establish or annex into (if one has already been established), a land-based financing mechanism to fund police services reasonably related to the Project. The financing mechanism may be in the form of a Community Facilities District ("CFD") or other means acceptable to the City in consultation with Richland. The CFD or other financing mechanism shall be established prior to the issuance of the first building permit for the Project. The requirements of this Section 2.7 shall be waived by the City if the City imposes a special tax or other form of revenue generation on all City residents dedicated specifically for the purpose of funding police services. If Richland is required to establish and form a CFD, it shall be entitled to reimbursement for those formation costs from other properties annexing into the CFD pursuant to Section 3.4, below. If Richland annexes into an existing CFD, it shall reimburse the City its pro rata fair share costs of formation costs of that CFD.

2.8 East Lone Tree Specific Plan Improvements Financing. Prior to recording of the first final map for the project, the developer shall form and participate in, or annex into an existing Public Facility Benefit District (BD) formed pursuant to Antioch Municipal Code Title 9, Chapter 4, Article 21, Communities Facilities District (CFD), or other financing mechanism as approved by the City for the construction of East Lone Tree Specific Plan infrastructure. The current estimate of assessment is \$15,067 per residential lot. This may include the recordation of a BD or CFD Boundary Map, list of approved facilities, development of a Special Tax Formula (Rate and Method of Apportionment - RMA), and recordation of Notice of Special Tax Lien. Should the approved financing mechanism require an RMA, the RMA shall be structured such that, up to the first 45 units constructed, the special tax shall be levied for each home at a time no later than the issuance of building permit (BP). In accordance with the RMA, the special tax will be levied only on each unit at the time of BP; no undeveloped land tax will be levied prior to the issuance of the BP for the 45<sup>th</sup> unit. Upon issuance of a final map containing the 45<sup>th</sup> lot, the

special tax will be levied upon each lot within said, and any subsequent, final map as well as the undeveloped lands within the district boundary to support debt service on bonds to be sold after the issuance of the BP on the 45<sup>th</sup> unit if applicable. No bond sale will occur until the recordation of the 45<sup>th</sup> unit. Upon finalization of the BD, CFD or any other financing mechanism, the City may determine that Richland Communities' contribution has exceeded that required for completion of East Lone Tree Specific Plan infrastructure. In this case, the excess funds shall be available for application to other projects enhancing the economic development of Antioch. The use of any excess funds shall be at the direction of the City Council.

2.9 Subdivision and Other Agreements; Multiple Final Maps. Richland shall execute and perform its obligations as set forth in any Subdivision Improvement Agreements required or permitted by Applicable Law to obtain approval of final maps. Richland may file multiple final maps in accordance with Section 3.7 below.

2.10 Subcontractor Labor Commitments. Richland shall commit to the hiring of union contractors for the plumbing, electrical and HVAC construction trades on the Laurel Ranch Project.

### **ARTICLE 3 COVENANTS OF THE CITY**

3.1 Obligations of City Generally. The City shall act in good faith to accomplish the intent of this Agreement. City shall cooperate with Richland so that it receives the benefits of and the rights vested by this Agreement, including obtaining from other governmental entities necessary or desirable permits or other approvals for the Project.

3.2 Eminent Domain. Richland shall obtain all real property interests necessary to allow it to construct the sewer trunk line and storm drain improvements required by the Project Approvals, and any subsequent approvals. In the event an affected property owner has rejected an offer by Richland, based upon fair market value as determined by an appraisal prepared by a City-approved appraiser in cooperation with the City, the City shall assist Richland upon its request in obtaining any real property interests necessary for the public improvements. Specifically, the City shall promptly negotiate and seek the purchase of the necessary property, including the possible consideration of the City's use of its power of eminent domain to acquire such real property interests. Richland shall pay all costs associated with any acquisition or condemnation proceedings.

3.3 Establishment of Financing Mechanisms. Notwithstanding the formation of financing districts pursuant to Section 2.8 above, if Richland requests that a financing mechanism (e.g., Mello-Roos Community Facilities District, Landscaping and Lighting Districts, Statewide Community Infrastructure Program (SCIP), Maintenance Assessment Districts, or any other land-secured financing mechanism) be formed to finance Project facilities or infrastructure through the issuance of debt and the levy of special taxes, the City shall use its best efforts to cause such district to be formed and such bonds to be issued and such special taxes to be levied, to the extent permitted by law. The City's formation and implementation of any financing mechanisms and its issuance of any Project debt shall include all of the usual and customary

associated municipal functions, including, without limitation, the formation and administrative of special districts, the issuance of Project debt, the monitoring and collection of fees, taxes, assessments and charges such as utility charges, the creation of administrative or enterprise funds, the enforcement of debt obligations as well as other functions or duties authorized or mandated by Applicable law.

3.4 Reimbursement. The City shall work cooperatively with Richland to ensure Richland is reimbursed for costs related to obtaining rights of way and constructing public improvements as identified in Section 2.6, above. In cooperating with Richland, the City shall require all benefitting properties by condition of approval or inserting a requirement in a development agreement, an obligation on the applicable property owner to reimburse Richland for that property owner's fair share of the improvements. The City shall require this reimbursement obligation to occur at the earlier of the filing of the final map or issuance of a building permit on the affected property. The City shall then collect the reimbursement amount on behalf of Richland, less any administrative costs, and distribute that amount to Richland. The City shall not waive or defer another property owner's obligation to reimburse Richland for its fair share of improvements, unless Richland's consent is obtained in writing prior to the waiver or deferral. Notwithstanding Section 7.1.1, the City's failure to comply with this Section 3.4 shall be deemed a material default for which declaratory relief and/or specific performance would not make Richland whole. As a result, Richland shall have the right to recover from the City any damages resulting from the City's failure to comply with this Section 3.4.

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

3.6 Permitted Uses. The permitted uses of the Property, including the density and intensity of use of the Property; the maximum height, bulk and size of buildings; and provisions for reservation or dedication of land for public purposes, are as set forth in the Project Approvals, which the City confirms and vests by this Agreement. City shall not require Richland to reserve or dedicate land for public purposes except as expressly required by the Project Approvals.

3.7 Life of the Project Approvals. By approval of this Agreement, the City extends and vests the term of the Vesting Tentative Map approved by Resolution No. \_\_\_\_\_ for the Term of this Agreement (including any subsequent extensions). The Term of this Agreement and the term of the Vesting Tentative Map shall be extended automatically by a time period equal to the sum of any periods of time during which a development moratorium, as defined in Government Code section 66452.6(f) of the Subdivision Map Act (the "**Map Act**"), is in effect. The term of each Project Approval shall expire no sooner than (a) this Agreement, or (b) the term otherwise applicable to the Project Approval if this Agreement were not in effect, whichever occurs later. The City shall not require Richland to enter into any subdivision or other agreement that is inconsistent with this Agreement or the Project Approvals or that requires more work than is required by this Agreement; provided, however, the Parties agree and understand that Richland will be required to enter into Subdivision Improvement Agreements as set forth above in Section 2.8. The City shall allow Richland to file multiple final maps in accordance with Section 66456.1 of the Map Act.



3.8 City's Acceptance of Public Improvements. Once the City has accepted the offers of dedication of the public improvements constructed by Richland as provided in Section 2.6, above, the City shall maintain all such accepted improvements.

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

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

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

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

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

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

3.9.6 Nothing in this Section 3.5 or this Agreement shall preclude Richland from exercising its right to challenge in court any City ordinance, policy, regulation, or standard that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement.

## ARTICLE 4 AMENDMENT

4.1 Amendment to Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Project Approvals (hereafter in this 0, an “**Approval**”) may, from time to time, be amended or modified in the following manner.

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

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

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

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

4.2.1 Administrative Agreement Amendments. The City Manager and City Attorney are authorized on behalf of the City to enter into any amendments to this Agreement other than amendments which substantially affect (i) the term of this Agreement (excluding extensions of time for performance of a particular act), (ii) permitted uses of the Property, (iii)

provisions for the reservation or dedication of land, (iv) the density or intensity of use of the Property or the maximum height or size of proposed buildings, or (v) monetary payments by Richland. Such amendments (“**Administrative Agreement Amendment**”) shall, except to the extent otherwise required by law, become effective without notice or public hearing.

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

## **ARTICLE 5**

### **ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION**

5.1 Assignment of Interests, Rights and Obligations. Nothing herein limits the right of Richland to freely alienate or transfer all or any portion of the Property. However, Richland may only transfer or assign all or any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto (a “**Transfer**”), subject to the requirements for City’s consent set forth in this 0, to any third party who acquires an interest or estate in the Property or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or improvements (a “**Transferee**”). City consent shall not be required if Richland transfers all or a portion of the Property to an Affiliated Party. An “**Affiliated Party**” is defined as any corporation, limited liability company, partnership or other entity which is controlling of, controlled by, or under common control with Richland, and “**control,**” for purposes of this definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

#### 5.2 Transfer Agreements.

5.2.1 Written Agreement. In connection with a Transfer by Richland (other than a Transfer by Richland to an Affiliated Party to a Mortgagee (as defined below in 5.4) or to a Home Purchaser (as defined below in 5.3)), Richland and the Transferee shall enter into a written agreement (a “**Transfer Agreement**”), with City’s consent in writing to the Transfer, regarding the respective interests, rights and obligations of Richland and the Transferee in and under the Agreement and the Project Approvals. Such Transfer Agreement may (i) release Richland from obligations under the Agreement or the Project Approvals that pertain to that portion of the Project being transferred, as described in the Transfer Agreement, provided that the Transferee expressly assumes such obligations, (ii) transfer to the Transferee vested rights to improve and use that portion of the Project being transferred, and (iii) address any other matter deemed by Richland to be necessary or appropriate in connection with the transfer or assignment. Richland shall notify the City in writing that it plans to execute a Transfer Agreement at least 60 days in advance of the execution date and provide City with such information as may be required by City to demonstrate the Transferee’s qualifications and financial ability to complete the Project. City shall have 30 days from the date of such notice to review the information and provide a determination to Richland. City may withhold its consent if the City reasonably determines that the Transferee, or an entity with similar or related ownership

or control as Transferee, is or has been a party to litigation filed against the City or if the Transferee lacks the financial ability to complete the Project. If City does not consent to the Transfer, City shall provide its reasons in writing and shall meet with Richland in good faith to determine what additional information may be necessary for City to provide its consent.

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

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

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

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

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

**ARTICLE 6**  
**COOPERATION IN THE EVENT OF LEGAL CHALLENGE, INDEMNITY**

Richland, as the real party in interest, shall defend, indemnify and hold harmless the City, with legal counsel reasonably acceptable to the City Attorney, in any action brought by a third party to challenge concerning (a) the validity, legality, or constitutionality of any term, condition, obligation, fee, dedication, or exaction required or imposed by this Agreement; (ii) the procedures utilized in or the sufficiency of the environmental review associated with this Agreement; and (iii) the implementation of this Agreement through such further actions, measures, procedures, and approvals as are necessary to satisfy the Agreement's requirements. Richland shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not be unreasonably withheld. Richland shall pay all costs, damages, attorney's fees, and other court-ordered costs awarded to any third party in any legal action in which Richland's duties to defend, indemnify, and hold the City harmless arise under this Article. The City shall promptly notify Richland of any action filed and the Parties shall cooperate fully in the defense of such action.

The Parties expressly recognize that the obligation stated in this Article do not require or contemplate that Richland shall indemnify or hold harmless or be responsible for any error, omission, intentional act, negligent act, or default of, or any injury caused by, any homeowners association or any City department or dependent special district that is formed by or the receives funding as a result of any term or condition of this Agreement.

**ARTICLE 7**  
**DEFAULT; TERMINATION; ANNUAL REVIEW**

7.1 Default.

7.1.1 Remedies in General; No Damages. Except as provided in Section 3.4, the City and Richland agree that, as part of the bargained for consideration of this Agreement, in the event of default by either Party, the only remedy shall be declaratory relief or specific performance of this Agreement. In no event shall either Party, or any of their officers, agents, representatives, officials, employees or insurers, be liable to the other Party for damages, whether actual, consequential, punitive or special, for any breach or violation of this Agreement. The Parties agree that any action or proceeding to cure, correct or remedy any default or to enforce any covenant or promise under this Agreement shall be limited solely and exclusively to the remedies expressly provided. Following notice and expiration of any applicable cure periods and completion of the dispute resolution process set forth in ARTICLE 8 below, either Party may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. As noted above, in no event shall either Party be liable for any damages. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

7.1.2 Cure Period. Subject to extensions of time by mutual consent in writing of the Parties, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a default. In the event of any alleged default of any term, condition,

or obligation of this Agreement, the Party alleging such default shall give the defaulting Party notice in writing specifying the nature of the alleged default and the manner in which such default may be satisfactorily cured (“**Notice of Breach**”). The defaulting Party shall cure the default within 30 days following receipt of the Notice of Breach, provided, however, if the nature of the alleged default is non-monetary and such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available.

7.1.3 Procedure for Default by Richland. If Richland is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and the dispute resolution process set forth in 0 below, City may institute legal proceedings against Richland pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Richland pursuant to California Government Code section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review at a duly noticed and conducted public hearing in the manner set forth in Government Code sections 65865, 65867 and 65868 by the City Council within 60 calendar days following the date of delivery of such notice (the “**Default Hearing**”). Richland shall have the right to offer written and oral testimony prior to or at the time of the Default Hearing. If the City Council determines that a default has occurred and is continuing, and elects to terminate the Agreement, City shall give written notice of termination of the Agreement to Richland by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Richland files an action to challenge City’s termination of the Agreement within such 30-day period, then the Agreement shall remain in full force and effect until a trial court has affirmed City’s termination of the Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). This Section 7.1.3 shall not be interpreted to constitute a waiver of Section 65865.1 of the Government Code, but merely to provide a procedure by which the Parties may take the actions set forth in Section 65865.1.

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

7.2 Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, or a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, enactment or imposition against the Project of any moratorium, or any time period for legal challenge of such moratorium by Richland, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Litigation attacking the validity of

this Agreement or any of the Project Approvals or implementing or subsequent approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than the City necessary for the development of the Project pursuant to this Agreement, or Richland's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project, shall be deemed to create an excusable delay as to Richland. Upon the request of either Party, an extension of time for the performance of any obligation whose performance has been so prevented or delayed shall be memorialized in writing. The City Manager is authorized on behalf of the City to enter into such an extension. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon.

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

7.4 Notice of Compliance. Within 30 days following any written request which Richland or a Mortgagee may make from time to time, the City shall execute and deliver to the requesting party (or to any other party identified by the requesting party) a written "**Notice of Compliance**", in recordable form, duly executed and acknowledged by the City, that certifies: (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of the modifications; (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any default; and (c) any other information reasonably requested by Richland or the Mortgagee. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the City that this Agreement is in full force and effect without modification except as may be represented by Richland and that there are no uncured defaults in the performance of Richland, except as may be represented by Richland.

## ARTICLE 8 DISPUTE RESOLUTION

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

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

8.3 Mediation. Within 30 days following the written request to negotiate, either Party may initiate non-binding mediation (the “**Mediation**”), conducted by JAMS, Inc. (“**JAMS**”) or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if the Parties cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 30 days after the Mediator is selected, or a longer period as the Parties and the mediator mutually decide. If the Dispute is not fully resolved by mutual agreement of the Parties within 30 days after completion of the Mediation, then either Party may commence an action in state or federal court. The Parties shall bear equally the cost of the mediator’s fees and expenses, but each Party shall pay its own attorneys’ and expert witness fees and any other associated costs.

8.4 Injunction. Nothing in this 0 shall limit a Party’s right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

## ARTICLE 9 MISCELLANEOUS

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

9.2 Enforceability. As provided in Section 65865.4, this Agreement shall be enforceable by either Party notwithstanding any change enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or resolution or



other rule, regulation or policy adopted by the City that changes, alters or amends the ordinances, rules, regulations and policies included in the Applicable Law, except as this Agreement may be amended or canceled pursuant to Section 65868 or modified or suspended pursuant to Section 65869.5.

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

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

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

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

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

9.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns subject to



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

Exhibit A      Property Legal Description

Exhibit B-1    Final Development Plan

Exhibit B-2    Vesting Tentative Map

9.11 Severability. If any part of this Agreement is declared unenforceable or invalid by a court of competent jurisdiction, all remaining provisions shall continue to be valid and enforceable.

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

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

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

**CITY:**

**City of Antioch**, a municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**RICHLAND:**

**Richland Planned Communities, Inc.**, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**

*(to be inserted)*

**EXHIBIT B-1**

**FINAL PLANNED DEVELOPMENT**

**EXHIBIT B-2**

**VESTING TENTATIVE MAP**

# ATTACHMENT "B"

## ORDINANCE NO.

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE TO PLANNED DEVELOPMENT DISTRICT (PD-15-03) FOR THE LAUREL RANCH PROJECT (APN 053-060-031)

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

**Section 1:** The City Council determined on September 13, 2016 that, pursuant to Section 15162 of the Guidelines of the California Environmental Quality Act, that the appropriate environmental document for the project is an Addendum to the Future Urban Area #2 (FUA2) Specific Plan Environmental Impact Report.

**Section 2:** At its regular meeting of July 20, 2016, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property to Planned Development District (PD-15-03) for the Laurel Ranch Project. The City Council on September 13, 2016, held a public hearing on the matter, and received and considered evidence, both oral and documentary.

**Section 3:** The real property described in Exhibit A, attached hereto, is hereby rezoned to Planned Development District (PD-15-03) for the Laurel Ranch Project.

**Section 4:** The development standards, as defined below, for the subject property (APN 053-060-031), known as the Laurel Ranch Project, are herein incorporated into this ordinance, and are binding upon said property.

- Development Standards for the Laurel Ranch Planned Development District (PD-15-03)

Standard	Proposed PD Zoning Standards	
	Conventional Neighborhood	Private Lane Neighborhood
Maximum Number of Units	88	92
Minimum Lot Size	4,000 s.f.	2,580 s.f.
Minimum Lot Width	50 feet	43 feet
Minimum Lot Depth	80 feet	60 feet
Minimum Front Yard Setbacks from Property Line (reserved for landscaping only, excluding driveways)	12 feet to house 20 feet to garage	8 feet to house 18 feet to garage
Minimum Side Yard Setbacks from Property Line	Interior lot: 4 feet Corner lot: 10 foot street side setback. No part of a	Interior lot: 4 feet minimum. 10 foot minimum adjacent to a sound wall.



Standard	Proposed PD Zoning Standards	
	Conventional Neighborhood	Private Lane Neighborhood
(reserved for landscaping only)	house, landscaping, or fence shall obstruct the required clear vision zone at an intersection.	Corner lot: 10 foot street side setback. No part of a house, landscaping, or fence shall obstruct the required clear vision zone at an intersection.
Minimum Rear Yard Setbacks from Property Line (including patio covers)	15 feet, minimum 10 feet flat area 20 feet adjacent to Laurel Rd.	5 feet 20 feet adjacent to Laurel Rd.
Accessory Structure Setbacks	Interior lot: side yard and rear yard setback is zero Corner lot: street side setback is 20 feet and rear and interior side setback is zero.	Attached or detached accessory structures are not permitted.
Maximum Building Height	35 feet	35 feet
Maximum Lot Coverage (including porches, porticos, trellises and patio covers)	55%	55%
Minimum Parking and Driveways	Attached two car garage minimum 20 feet by 20 feet clear inside dimensions. Minimum 20 foot long driveway. Minimum one 20 foot long on-street guest parking space per house.	Attached two car garage minimum 20 feet by 20 feet clear inside dimensions. Minimum 18 foot long driveway. Minimum one 20 foot long on-street guest parking space per house.
Second Dwelling Unit	Detached second dwelling units are not permitted.	Detached second dwelling units are not permitted.

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

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

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 13<sup>th</sup> of September, 2016, and passed and adopted at a regular meeting thereof, held on the 27<sup>th</sup> day of September, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**Wade Harper, Mayor of the City of Antioch**

**ATTEST:**

---

**Arne Simonsen, City Clerk of the City of Antioch**

**EXHIBIT A**

**LEGAL DESCRIPTION**

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
AUGUST 12-SEPTEMBER 15, 2016  
FUND/CHECK#

**239 Redevelopment Obligation Retirement Fund**

364355	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	1,287.95
364414	STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES	8,578.50
364605	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	1,739.60

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
AUGUST 12-SEPTEMBER 15, 2016  
FUND/CHECK#

**227 Housing Fund**

***Non Departmental***

364717 OLD REPUBLIC TITLE CO 2016 LOAN DISBURSEMENT 600,000.00

***Housing - CIP***

364390 NORTHERN CALIFORNIA FAMILY CENTER CDBG SERVICES 5,000.00


364676 CITY DATA SERVICES LLC CDBG SERVICES 1,700.00



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Teri House, CDBG/Housing Consultant 

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

**SUBJECT:** Public Hearing on Priorities for Housing, Homeless, and Community Services for the 2017-20 Grant Cycle

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### **RECOMMENDED ACTION**

It is recommended that the City Council review public comments from the Study Session of August 23, 2016 take public comment at this meeting, and maintain the adopted 2015-20 Consolidated Plan Priorities for funding. It is also recommended that Council approve the implementation in FY 2016-17 of a Mobile Home Grant Program as an expansion of the Homeowner Housing Rehabilitation program, using existing funding.

### **STRATEGIC PURPOSE**

This action is essential to developing the 2015-20 Community Development Block Grant (CDBG) Consolidated Plan (Strategy I-1 in the Strategic Plan), as the Department of Housing and Urban Development (HUD) through which the CDBG funds flow requires continued public input and reexamination of annual needs for grant-based services to guide funding recommendations throughout the Consolidated Plan.

### **FISCAL IMPACT**

The recommended action has no immediate fiscal impact. However, it will guide the funding decisions of approximately \$3,000,000 in future CDBG and other funding from 2017-20, which is the remainder of the 2015-20 Consolidated Plan period.

### **BACKGROUND**

HUD requires that jurisdictions receiving HUD CDBG and HOME funding develop a five-year funding strategy that will guide the expenditure of federal funds. Council approved the Contra Costa Consortium 2015-20 Consolidated Plan on May 12, 2015, after a public process in which the City's high priority needs for lower income persons and neighborhoods was established, and Priority Needs were selected for funding with CDBG resources. These Priority Needs guide all CDBG funding that is annually approved during the Consolidated Plan period.

The Consortium conducts two grant cycles per Consolidated Plan period, the first for two years and the second for three. Grants are made to the same agencies annually

within the cycle, with the expectation of renewal unless performance or other circumstances dictate otherwise. HUD requires annual public input at two different points in the CDBG grant process – once while needs are being considered, and once before funding is finalized so that Council can consider public comment when making its decision.

On August 23, 2016 Council conducted a Study Session and invited public comment on the achievements of funded agencies in FY 2015-16 and on priorities for the coming three year grant cycle. Providing Public Comment were three individuals from two agencies:

- Nancy Kaiser, Director of Parks and Recreation for the City, expressed gratitude for Council's support of the Youth Scholarship and Senior Center programs, and highlighted their accomplishments and importance.
- Alex Alexander, SSVF Veteran Outreach Specialist at SHELTER Inc., relayed that homeless veterans he talks with would like to use abandoned warehouses to get off the streets, providing work training for those who want it.
- Elsa Zavala, SHELTER Inc. Intake and Prevention Director, oversees Veteran, ReEntry, and Prevention Programs, commented that lots of people are moving to East County to find more affordable housing, which is becoming hard to find even here. People need to have more money for move-in costs. She would like to see an expansion of the grants.

In the Public Hearing this evening, Council will finalize the Priorities before the Grant Kickoff for the three-year 2017-20 grant cycle begins. Agencies will once again be invited to submit their proposals for programs and services that address the City's Priority Needs at the Contra Costa Consortium Grant Kickoff event on Thursday October 6<sup>th</sup> from 2-4:00 p.m. at the Concord Senior Center. The City of Antioch will only accept and consider applications that meet the priorities established by Council.

## **DISCUSSION**

### **Distribution of Funds**

The City receives an annual CDBG grant of approximately \$740,000 (varies each year) and receives a significantly varying amount of annual program income (between \$0 and \$100,000 from loan payoffs). The City disburses its grant funds as follows:

- 15% for Public Services (this category is capped by HUD regulations at 15%)
- 20% for Code Enforcement in lower income areas (set by Council)
- 10% (not to exceed) for Economic Development activities (set by Council)
- 20% for Administration, including Fair Housing, grant and housing loan management software contract, special contracts (Analysis of Impediments, Consolidated Plan, GIS/mapping etc.) and CDBG/NSP Administration (category is capped by HUD regulations at 20%)
- 35% balance of CDBG grant funding is expended on Affordable Housing loans and grants, and downtown handicap ramps and roadways/street improvements.

*Council Consideration for Distribution of Funds* – Based on Council feedback at the Study Session, staff recommends maintaining the current overall percentage distribution of funding to in all areas.

Public Services Priorities – HUD restricts public services funding to no more than 15% of the annual grant plus 15% of the prior year program income, which can be between \$0 and \$100,000 per year. The City established priority for public services for seniors, disabled persons, youth and tenant/landlord services. Tenant/Landlord Counseling is a critical service that supports the City's residents of rental properties, as well as alleviating staff workload dealing with tenant issues.

*Council Consideration for Public Services* – Based on feedback at the Study Session, Council may choose to instruct that staff and the Council CDBG Committee be mindful of the balance of funding for Seniors and Youth, or may direct that a specific percentage be expended on each. Additionally, staff recommends that Tenant/Landlord services should remain at approximately their present level, not to exceed 15% of the Public Services allocation.

*Council Consideration for Economic Development, Infrastructure, and Code Enforcement Priorities* – No change recommended.

*Council Consideration for Mobile Homes Rehabilitation* – Staff recommends that Council approve a Mobile Home Grant Program as a companion to the present Neighborhood Preservation Program (homeowner housing rehabilitation). This program would be offered in the present fiscal year (2016-17) utilizing current funding for that program (no new CDBG funding). Grants may not exceed \$10,000 per unit, and units must be owned and occupied by homeowners age 62 and above.

Homeless Funding - Homeless services, now funded entirely by the Housing Successor Agency, were funded for \$50k for 2015-16, and \$38,000 for FY 16-17, as the City withheld funds for homeless outreach until a new provider was established. Successor Agency funding for homeless services cannot exceed \$250,000 annually per regulations.

*Council Consideration for Homeless Funding* – Because details of the new funding strategy for homeless services are not yet finalized, a plan for funding Homeless services will come before Council at a later date. At that time, Council may consider additional funding for FY 16-17.

## **ATTACHMENTS**

None.





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016

**TO:** Honorable Mayor and Members of the City Council

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

**SUBJECT:** Adoption of a Resolution to Approve a Solar Remote Power Purchase Agreement with NRG Renew, (P.W. 699)

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to negotiate and execute a Solar Remote Power Purchase Agreement with NRG Renew.

### **STRATEGIC PURPOSE**

Staff recommends the City Council approve a Solar Remote Power Purchase Agreement (RPPA) proposal from NRG Renew. The electricity generated from the proposed off-site solar facility will offset the aggregated electricity usage at up to 50 City owned facilities, produce considerable energy cost savings to the City, and reduce the City's carbon footprint.

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

### **FISCAL IMPACT**

The RPPA is estimated to produce significant energy savings through reduced energy costs, or net benefit, in the first year, which is estimated at \$107,422. Energy savings to the City will be greater in subsequent years as energy generation costs increase over time while the City's rate remains fixed under the terms of the agreement. Savings over the 25 year term of the agreement is projected to be \$9,639,426.

### **DISCUSSION**

Under the California Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) program established by the California legislature in Assembly Bill 2466 and codified in Public Utilities Code section 2830, a local government is permitted to (i) generate or obtain energy from an eligible energy generating facility located within its jurisdiction and on property that is either owned by or under the control of such local government, (ii) export such energy to the grid in exchange for bill credits from the utility providing electricity service to such local government, and (iii) allocate such credits among one or more of its other electricity accounts with such utility.

### **Staff Analysis**

Staff has researched various renewable energy options available to the City. Options investigated included an on-site deployment of photovoltaic solar across the City's sites. All of these options are hindered by land constraints on potential sites, significant up-front investments to make these options work, and the need for substantial infrastructure upgrades. Due to all these limitations, staff concluded that a Solar Remote Power Purchase Agreement would best serve the City's energy needs and provides considerable energy cost savings to the City. In Mid-2015, NRG Renew approached the City and introduced PG&E's RES-BCT program. Staff and NRG Renew analyzed the City's historical load, optimized the solar system size, studied regulatory impacts on the RES-BCT program and evaluated potential energy savings to the City.

Under the RPPA, NRG Renew is to design, build, finance, own, operate and maintain a 2.1 MW off-site solar facility which exports energy to PG&E's grid. The City assumes the exported solar generation, obtains bill credits from PG&E for the generation and applies such bill credits to its electricity accounts with PG&E. These facilities include the water treatment plant, city hall, community centers and other City owned facilities. The proposed PPA rate is \$0.120/kwh for the power generation cost at 0% escalator for 25 years. The City is evaluating options to purchase the solar system at certain points during the PPA. Potential savings to the City will be greater as utility electricity generation cost increases while the City's rate remains fixed under the terms of the agreement. The solar facility helps the City to use alternative energy sources and significantly reduce its carbon footprint. Assuming successful execution of the Solar Remote Power Purchase Agreement, Antioch will join other prominent California municipalities in realizing the significant economic, environmental, and employment-based benefits of off-site solar.

### **Project Requirements**

On August 25, 2015 Council approved the execution of a Letter of Intent to move forward with the project, subject to several conditions. Council requested the execution of a Project Labor Agreement, local employment opportunities, and coordination with the Contra Costa County Workforce Development Board as requirements to be met before the project was to be built.

On January 26, 2016, ARC Alternatives, an independent energy consultant hired by the City, compared two types of solar systems to determine which would be the best alternative for the City to pursue. The City Council decided the proposal for a RES-BCT system from NRG Renew was preferable. The proposal from NRG at that time was a 2.5 MW system, which showed an estimated 25 year net benefit of \$12.1 million. The current proposal by NRG is a 2.1 MW system with a net year benefit of \$9.6 million. The smaller system is due to site constraints and limited PG&E distribution capacity.

With Council's guidance in mind, the Solar Remote Power Purchase Agreement was negotiated and contains several "conditions precedent" that must be satisfied before NRG Renew can commence construction of the proposed project. The requirements

(execution of a Project Labor Agreement and execution of a Workforce Development Agreement) capture Council's requirements and are moving forward. The finalization of these Agreements will begin in earnest after the Solar Remote Power Purchase Agreement is approved and will be furnished to Council upon execution.

### **Project Timeline**

Upon successful approval and execution of the Solar Remote Power Purchase Agreement, NRG intends to formally initiate the project's permitting at the state and local-levels. NRG will simultaneously fund necessary upgrades to PG&E's local electric distribution network in anticipation of the project's interconnection to the grid. Assuming a standard permitting timeline based on comparable projects, NRG hopes to commence construction in the first quarter of 2017 and place the project in-service over the course of the summer. Staff expects the project will begin generating bill credits and associated savings in the third Quarter of 2017 when the electricity generated is most valuable to Antioch.

In response to direction provided by the Council when the Notice of Intent was approved, in late 2015, the RPPA also includes the requirement that the contractor performing the installation work enter into a Project Labor Agreement prior to commencing construction on the project. There is also a requirement that NRG Renew enter into the Workforce Development Agreement prior to commencing construction.

Timing for the permitting and commencement of construction is dependent on how quickly the City can process the environmental documents scheduled to be submitted by NRG Renew on September 28<sup>th</sup>, and any impact inclement weather may have on construction. At this time, construction is estimated to commence in the first quarter of 2017 with power produced in the second quarter of 2017.

### **ATTACHMENTS**

- A: Resolution
- B: PowerPoint Presentation

**ATTACHMENT "A"**

**RESOLUTION NO. 2016/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SOLAR REMOTE POWER PURCHASE AGREEMENT WITH NRG  
RENEW AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
AGREEMENT  
P.W. 699**

**WHEREAS**, Government Code section 4217.12(a)(1) authorizes a public agency to enter into energy service contracts with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the City of thermal, electrical or other energy that would have been consumed by the City in the absence of those purchases; and

**WHEREAS**, the City conducted discussions with several qualified contractors to design and construct solar systems at various sites and, based on the overall proposed project cost and cost-savings, among other factors, selected NRG Renew ("NRG") to design, construct, and operate the PV system under an energy service contract also called Remote Power Purchase Agreement ("RPPA"); and

**WHEREAS**, NRG has completed an assessment of the City's current energy usage and projected energy usage with and without the installation of solar PV systems and recommends the installation of a ground mounted system at an NRG-controlled site that will be leased to the City (the "System") pursuant to a separately authorized solar site sublease agreement; and

**WHEREAS**, NRG has analyzed the energy needs of the City and has represented that provision of the System on the identified site will result in a reduction in consumption of or demand for nonrenewable energy that will result in net cost savings to the City ("Cost Savings"); and

**WHEREAS**, based upon the information provided by NRG, the City's consultant, ARC Alternatives, has prepared an energy cost analysis, a copy of which is attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, the City desires to proceed with the construction of the System at the site ("Solar Project") in order to generate energy cost savings and meet the sustainability goals of the City; and

**WHEREAS**, in accordance with Government Code section 4217.10 et seq., on September 2, 2016, the City posted a notice of a public hearing at which the City Council would consider these energy service contracts; and

**WHEREAS**, on September 27, 2016, pursuant to Government Code section 4217.10 et seq., the Council held a public hearing at a regularly scheduled Board meeting, with respect to the City entering into energy service contracts; and

AI

**WHEREAS**, based upon the reports and analysis presented, the anticipated cost to the City for solar energy that is generated by the System will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of the Systems;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that based upon all available information reviewed by the Council in connection herewith, and pursuant to Government Code section 4217.12, the Council hereby determines that the anticipated cost to the City contemplated by the RPPA with NRG will be less than the anticipated marginal cost to City of electrical or other energy that would have been consumed by City in the absence of such purchases of solar energy generated by the Systems. Additionally, based upon all available information reviewed by the Council in connection herewith, and pursuant to Government Code section 4217.12, the Council hereby determines that it is in the best interests of the City to enter into the RPPA with NRG.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to negotiate and execute a Remote Power Purchase Agreement with NRG, and any related agreements necessary to participate in the RES-BCT Program, and to take all steps and perform all actions necessary to enter into the RPPA with NRG, in a form 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 27<sup>th</sup> day of September 2016, by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

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

A2

EXHIBIT "A"

# Energy Cost Analysis

## RES-BCT Project Cash Flow

Total Number of Projects: 1	Total Annual Usage (kWh/yr): 4,187,658	First Year Production (kWh): 4,187,658	Generation Degredation Rate (%/yr): 0.50%
Number of Purchase Projects: 0	Base Annual Utility Cost (\$/yr): 609,941	First Year System Yield (kWh/kW-dc): 1,976	Utility Escalation Rate (%/yr): 3.25%
Number of PPA Projects: 1	Est. System Capital Cost: \$7,575,425	First Year Bill Offset: 100%	Year 1 PPA Rate (\$/kWh): \$0.1200
	System Size (kW-dc): 2,119.00	First Year Generation Offset: 100%	

Analysis Year	Self Generation Savings				PPA Projects	Project Total	
	Avolded Energy (kWh)	Avolded Rate (\$/ kWh)	Self Generation Savings	Net Self Generation Savings	PPA Payment	Total Annual Cost	Net Savings
0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	4,187,658	\$ 0.1457	\$ 609,941	\$ 609,941	\$ (502,519)	\$ (502,519)	\$ 107,422
2	4,166,719	\$ 0.1504	\$ 626,615	\$ 626,615	\$ (500,006)	\$ (500,006)	\$ 126,609
3	4,145,886	\$ 0.1553	\$ 643,745	\$ 643,745	\$ (497,506)	\$ (497,506)	\$ 146,239
4	4,125,156	\$ 0.1603	\$ 661,344	\$ 661,344	\$ (495,019)	\$ (495,019)	\$ 166,325
5	4,104,531	\$ 0.1655	\$ 679,423	\$ 679,423	\$ (492,544)	\$ (492,544)	\$ 186,880
6	4,084,008	\$ 0.1709	\$ 697,997	\$ 697,997	\$ (490,081)	\$ (490,081)	\$ 207,916
7	4,063,588	\$ 0.1765	\$ 717,079	\$ 717,079	\$ (487,631)	\$ (487,631)	\$ 229,448
8	4,043,270	\$ 0.1822	\$ 736,682	\$ 736,682	\$ (485,192)	\$ (485,192)	\$ 251,489
9	4,023,054	\$ 0.1881	\$ 756,821	\$ 756,821	\$ (482,766)	\$ (482,766)	\$ 274,054
10	4,002,938	\$ 0.1942	\$ 777,510	\$ 777,510	\$ (480,353)	\$ (480,353)	\$ 297,158
11	3,982,924	\$ 0.2005	\$ 798,766	\$ 798,766	\$ (477,951)	\$ (477,951)	\$ 320,815
12	3,963,009	\$ 0.2071	\$ 820,602	\$ 820,602	\$ (475,561)	\$ (475,561)	\$ 345,041
13	3,943,194	\$ 0.2138	\$ 843,035	\$ 843,035	\$ (473,183)	\$ (473,183)	\$ 369,852
14	3,923,478	\$ 0.2207	\$ 866,081	\$ 866,081	\$ (470,817)	\$ (470,817)	\$ 395,264
15	3,903,861	\$ 0.2279	\$ 889,758	\$ 889,758	\$ (468,463)	\$ (468,463)	\$ 421,295
16	3,884,341	\$ 0.2353	\$ 914,082	\$ 914,082	\$ (466,121)	\$ (466,121)	\$ 447,961
17	3,864,920	\$ 0.2430	\$ 939,070	\$ 939,070	\$ (463,790)	\$ (463,790)	\$ 475,280
18	3,845,595	\$ 0.2509	\$ 964,742	\$ 964,742	\$ (461,471)	\$ (461,471)	\$ 503,271
19	3,826,367	\$ 0.2590	\$ 991,116	\$ 991,116	\$ (459,164)	\$ (459,164)	\$ 531,952
20	3,807,235	\$ 0.2674	\$ 1,018,211	\$ 1,018,211	\$ (456,868)	\$ (456,868)	\$ 561,342
21	3,788,199	\$ 0.2761	\$ 1,046,046	\$ 1,046,046	\$ (454,584)	\$ (454,584)	\$ 591,462
22	3,769,258	\$ 0.2851	\$ 1,074,642	\$ 1,074,642	\$ (452,311)	\$ (452,311)	\$ 622,331
23	3,750,412	\$ 0.2944	\$ 1,104,020	\$ 1,104,020	\$ (450,049)	\$ (450,049)	\$ 653,971
24	3,731,660	\$ 0.3039	\$ 1,134,201	\$ 1,134,201	\$ (447,799)	\$ (447,799)	\$ 686,402
25	3,713,001	\$ 0.3138	\$ 1,165,208	\$ 1,165,208	\$ (445,560)	\$ (445,560)	\$ 719,647
<b>Sum Total</b>	<b>98,644,263</b>		<b>\$ 21,476,737</b>	<b>\$ 21,476,737</b>	<b>\$ (11,837,312)</b>	<b>\$ (11,837,312)</b>	<b>\$ 9,639,426</b>

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

Analysis Date: 09/15/2016

A3



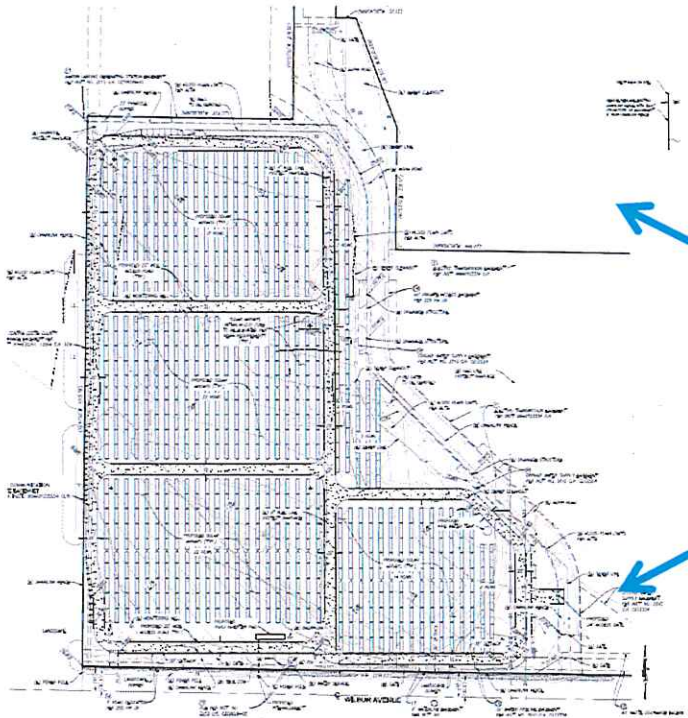
ATTACHMENT "B"

# Antioch Solar Development

September 2016

# Antioch Solar on Wilbur Avenue:

- NRG intends to re-purpose ~20 acres of blighted industrial land to host 2.1MWdc of off-site solar
- Off-site location means no structural impact or business disruption to City facilities. Further, program allows for administrative re-assignment of power

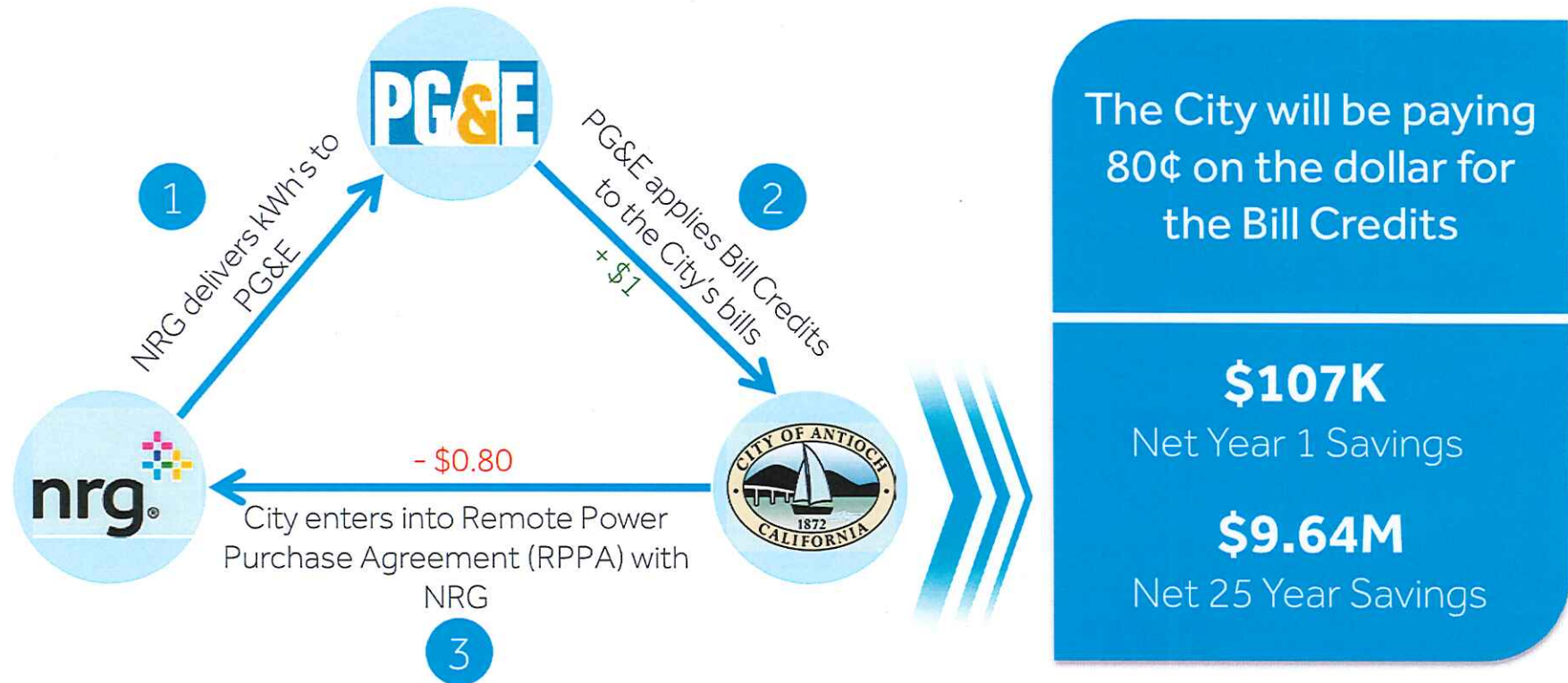


BR



# Savings for the City of Antioch:

The City of Antioch is expected to save more than **\$100k per year** over 25+ years by partnering with NRG Renewables to develop a **2.1MW solar array** near NRG's Marsh Landing Generating Station.

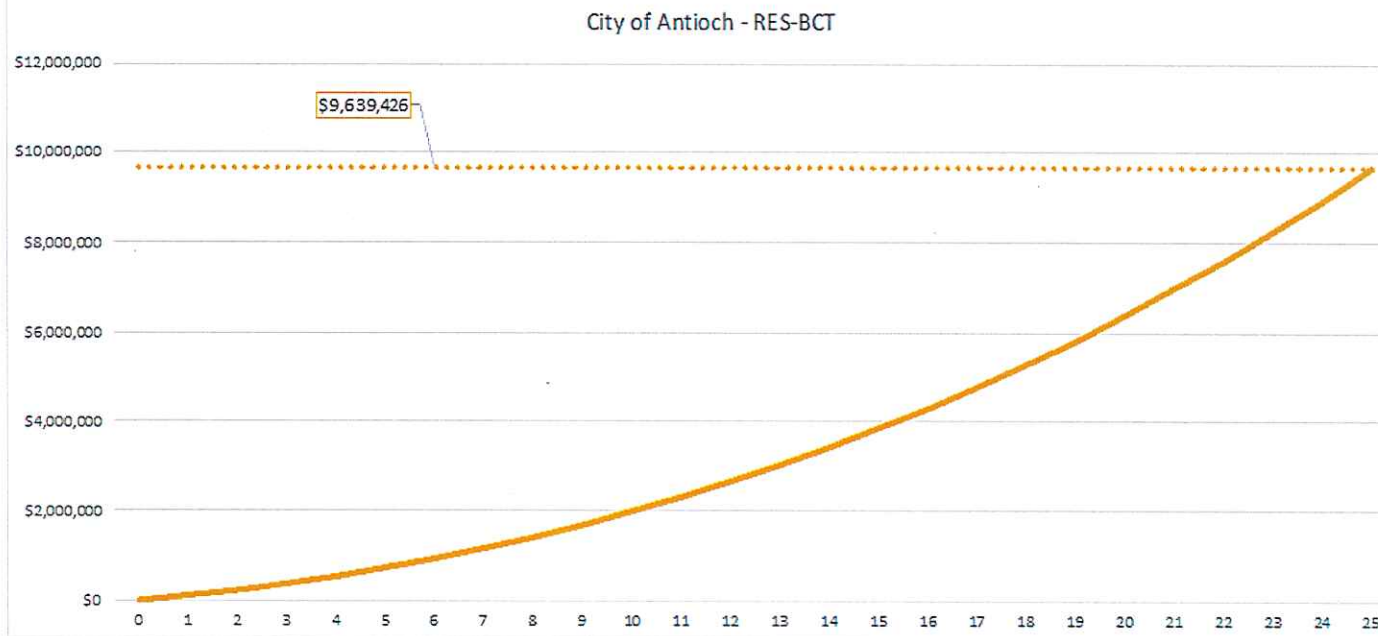


B3

# ARC Alternatives Savings Analysis:

## RES-BCT System Benefit Analysis

Modeling Variable	RES-BCT
System Size (MW)	2.119 MW
First Year Solar Production (kWh)	4,187,659
Power Purchase Energy Rate (\$/kWh)	\$0.12
Power Purchase Escalation Rate (%/yr.)	0.00%
Utility Escalation (%/yr.)	3.25%
Solar Production Degradation (%/yr.)	0.50%



BF

# ARC Alternatives Cash-Flow Analysis

## RES-BCT Project Cash Flow

Total Number of Projects: 1	Total Annual Usage (kWh/yr): 4,187,658	First Year Production (kWh): 4,187,658	Generation Degredation Rate (%/yr): 0.50%
Number of Purchase Projects: 0	Base Annual Utility Cost (\$/yr): 609,941	First Year System Yield (kWh/kW-dc): 1,976	Utility Escalation Rate (%/yr): 3.25%
Number of PPA Projects: 1	Est. System Capital Cost: \$7,575,425	First Year Bill Offset: 100%	Year 1 PPA Rate (\$/kWh): \$0.1200
	System Size (kW-dc): 2,119.00	First Year Generation Offset: 100%	

Analysis Year	Self Generation Savings				PPA Projects	Project Total	
	Avoided Energy (kWh)	Avoided Rate (\$/ kWh)	Self Generation Savings	Net Self Generation Savings	PPA Payment	Total Annual Cost	Net Savings
0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	4,187,658	\$ 0.1457	\$ 609,941	\$ 609,941	\$ (502,519)	\$ (502,519)	\$ 107,422
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Report Prepared by: ARC Alternatives, www.arc-alternatives.com

Analysis Date: 09/15/2016



B5

# Economic, Educational, and Practical Benefits to the City and its Citizens:



- Project Labor Agreement will leverage local, union labor for the project's construction, creating jobs



- NRG is coordinating with the Contra Costa County Workforce Development Board on job training and internship programs



- NRG will own, operate, and maintain the solar system—transferring all performance risk to NRG
  - The City only pays for the energy actually produced



- Offsite solar removes construction and maintenance disruption to the City
  - Neither structural/roof complications nor business interruptions

Ble

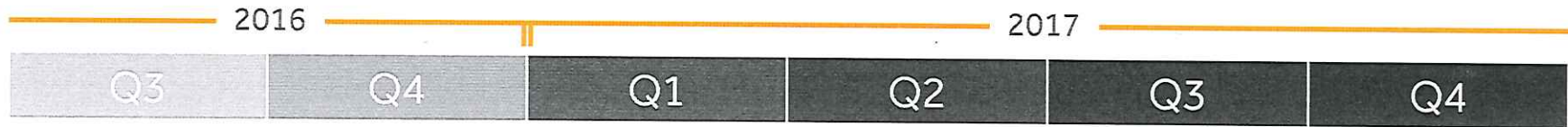
# Environmental Benefits to the City:



- The 2.1MWs of solar offset 3000 metric tons of CO<sub>2</sub> annually
  - Equivalent of pulling 600+ cars off the road
  - Offsets the use of 3.1 million pounds of coal for electricity generation
- Revitalizes and repurposes industrial land for renewable energy development

B7

# Timing and Contact Information:



  
Execute Remote PPA

  
Design Review Application Submitted and Reviewed by Planning Dept.

  
PG&E Interconnection Upgrades and Construction

  
Construction Completed

  
  
Project Commercially Operational,  
Bill Credits Available

For additional questions, please contact:

Joe Corning  
Development Manager | NRG Renew  
[Joe.Corning@nrg.com](mailto:Joe.Corning@nrg.com)  
415.627.1636

BS



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Ron Bernal, Assistant City Manager/Public Works Director/City Engineer *RJB*

**SUBJECT:** Adoption of a Resolution to Approve a Solar Site Sublease Agreement between the City and NRG Solar DG LLC, (P.W. 699)

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to enter into a 25-year Solar Site Sublease Agreement with NRG Solar DG LLC.

### **STRATEGIC PURPOSE**

The City Council is considering a Remote Solar Power Purchase Agreement between the City and NRG Solar DG LLC. If approved, this resolution will commit the City to a 25-year Solar Site Sublease Agreement for the Solar Energy Facility (SEF) as required by the Public Utilities Code and the terms of the purchase agreement.

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

### **FISCAL IMPACT**

Along with a Power Purchase Agreement for the renewable energy generated by the Solar Energy Facility, the Solar Site Sublease Agreement is a critical component for establishing eligibility for the California RES-BCT Program. The City, as the Sublessee, will pay NRG Solar DG LLC, the Sublessor, an annual non-refundable rent of one dollar (\$1.00) during the term of the Solar Site Sublease Agreement. There is no fiscal impact to the City's General Fund resulting from the Solar Site Sublease Agreement.

### **DISCUSSION**

Established by Assembly Bill 2466 and codified in Public Utilities Code section 2830, the California Renewable Energy Self-Generating Bill Credit Transfer Program ("RES-BCT Program") allows a local government to obtain energy from an eligible renewable energy generating facility on property that it owns or controls. In order to secure a site for a photovoltaic Solar Energy Facility (SEF) that is intended for the RES-BCT Program, staff recommends the City to enter into a 25-year Solar Site Sublease Agreement with NRG Solar DG LLC. Public Utility Code section 2830 allows a local government agency to generate or obtain energy from a renewable energy generating facility located within the agency's geographic boundaries and export such energy to the

electric grid in exchange for bill credits from the utility. In order to qualify, the renewable energy generating facility must be constructed on property under the control of the local government. The Solar Site Sublease Agreement is intended to give the City the required control over the site on which the Solar Energy Facility will be built.

**Staff Analysis**

NRG Delta LLC is the owner and Lessor of the site that is intended for the Solar Energy Facility. In order to establish control over the solar site, Staff recommends the City enter into a 25-year Solar Site Sublease Agreement with NRG Solar DG LLC to lease the site for the Solar Energy Facility. The Sub-Lease Agreement shall provide the Sublessor and Sublessee with usual and customary rights of termination upon default of the other party. If, at any time, either the Remote Power Purchase Agreement (RPPA) or the Solar Site Lease Agreement between Lessor and Lessee expires, is terminated, or otherwise ceases to be in full force and effect, the Solar Site Sublease Agreement automatically terminates.

**ATTACHMENTS**

A: Resolution



**ATTACHMENT "A"**

**RESOLUTION NO. 2016/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SOLAR SITE SUBLEASE AGREEMENT BETWEEN THE CITY  
AND NRG SOLAR DG LLC  
P.W. 699**

**WHEREAS**, NRG Renew intends to develop, build, finance, own interconnect, operate and maintain a distributed generation solar energy facility and other necessary equipment on property owned by NRG California North LLC; and

**WHEREAS**, Assembly Bill 2466, codified in Public Utilities Code section 2830, established the California Renewable Energy Self-Generating Bill Credit Transfer Program, which allows a local government to obtain energy from an eligible renewable energy generating facility on property it owns and controls; and

**WHEREAS**, the Solar Site Sublease Agreement is intended to give the City the required control over the site on which the Solar Energy Facility will be built; and

**WHEREAS**, in conjunction with the Solar Site Sublease Agreement the City will execute a Power Purchase Agreement with NRG through which NRG would design, construct and install the solar energy facility; and

**WHEREAS**, notice of this public hearing was given not less than two weeks in advance of the hearing, as provided by law; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that the City Manager is authorized to negotiate and execute a Solar Site Sublease Agreement with NRG Solar DG LLC in a form 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 27<sup>th</sup> day of September 2016, by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

---

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Lizeht Zepeda, Economic Development Program Manager *vk*

**APPROVED BY:** Steve Duran, City Manager *SD*

**SUBJECT:** Proposed Sales Tax Sharing Agreement with OneSource Supply Solutions

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution directing and authorizing the City Manager to negotiate and execute a Sales Tax Sharing Agreement with OneSource Supply Solutions that will accomplish the business terms authorized by the City Council, in a form approved by the City Attorney;

### **STRATEGIC PURPOSE**

The City's Strategic Management Plan, under Strategy G-1, "Grow Antioch's Economy through Economic Development Activities" and the Short Term Objective to "Design economic incentives and criteria for key business ventures on a case by case basis" supports considering the proposed Agreement.

### **FISCAL IMPACT**

OneSource Supply Solutions (OneSource) is a significant supplier for Pacific Gas & Electric Company. One Source desires to locate a facility in the City of Antioch that will generate significant sales tax revenue for the City and other recipients of sales tax. OneSource has stated that the City could realize in the neighborhood of \$2,000,000 in sales tax revenue with the City of Antioch as the point of sale for the product that they plan to store in Antioch.

Staff is recommending the business terms outlined in Exhibit 1 to the attached resolution. For purposes of illustration only: If OneSource did generate \$200 million in sales, the City's one percent (1%) share of sales tax would be \$2 million. Under staff's recommendation, the first \$500,000 in sales tax the City receives from OneSource sales each fiscal year would not be subject to any rebate. All sales tax the City receives over and above \$500,000 from One Source sales in any fiscal year would be split 50/50, with the City providing a rebate at a time and frequency to be determined in the final Agreement. Thus under this illustration, the City would net \$1,250,000 in sales tax in a

fiscal year that One Source generated \$2,000,000 in sales tax to the City, with One Source receiving a rebate of \$750,000.

$\$2,000,000 - \$500,000$  to the City =  $\$1,500,000$  to be split 50/50.

$\$1,500,000 \times 50\% = \$750,000$ .

The City gets  $\$500,000 + \$750,000 = \$1,250,000$ . OneSource gets  $\$750,000$ .

Under the same formula, \$1,000,000 in sales tax generated by OneSource would give the City  $\$500,000 + 50\%$  of  $\$500,000 = \$750,000$  and would give OneSource  $50\%$  of  $\$500,000 = \$250,000$ .

### **DISCUSSION**

OneSource is planning to occupy about  $\pm 183,000$  square feet and sign a five year lease with options to extend. Their projected annual revenue is in the \$200M to \$250M range. OneSource Supply Solutions provides innovative supply chain solutions for utilities, contractors and manufacturers. Products they supply include transformers and electrical poles to Pacific Gas & Electric Company. OneSource is the logistical and technical link from client to products. Their main offices are based in Southern California and the Antioch site will be the only Northern California office in the area.

The industrial commercial market has tightened, and East Contra Costa County is competitive for light to heavy industrial companies looking to grow. The proposed OneSource facility will be at the Antioch Distribution Center on Wilbur Avenue at Wilbur Lane. This location is in the city's industrial area, which is an advantage for this proposed use. The facility meets their need for a large, flexible facility, yard access, and expansion capability. One of their major clients, Pacific Gas & Electric Company approved the Antioch site as being accessible to a number of their Northern California operations.

Commercial brokers representing the Antioch Distribution Center engaged City staff and provided information about the company's needs. As part of the City's Strategic Plan to grow business, staff worked with key players to negotiate an incentive that would bring OneSource to Antioch. Antioch's local labor demographics are also an advantage, fitting the long term needs of OneSource.

### **ATTACHMENTS**

A. Resolution, including Exhibit 1

**RESOLUTION NO. 2016/ \*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE A TAX  
SHARING AGREEMENT WITH ONE SOURCE SUPPLY SOLUTIONS**

**WHEREAS**, One Source Supply Solutions (One Source) desires to locate a facility in the City of Antioch that will generate significant sales tax revenue for the City and other recipients of sales tax; and

**WHEREAS**, One Source has approached City staff requesting a sales tax incentive prior to the execution of a lease in the City of Antioch that One Source intends to execute if the City can provide a sales tax incentive; and

**WHEREAS**, California law allows for tax sharing agreements; and

**WHEREAS**, The City’s Strategic Management Plan, under Strategy G-1, “Grow Antioch’s Economy through Economic Development Activities” and the Short Term Objective to “Design economic incentives and criteria for key business ventures on a case by case basis” supports considering the proposed Agreement; and

**WHEREAS**, the City Council has reviewed the proposed Term Sheet, which is Exhibit 1 to this Resolution as well as the accompanying Staff Report;

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

- 1. The City Manager is directed and authorized to negotiate and execute a Sales Tax Sharing Agreement with One Source Supply Solutions that will accomplish the business terms hereby authorized by the City Council, in a form 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 27<sup>th</sup> day of September, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**Term Sheet  
for Sales Tax Sharing Agreement  
between the City of Antioch, California  
and One Source Supply Solutions**

Basic Business Terms:

**Parties:** The parties to the proposed tax sharing agreement shall be the City of Antioch, CA (City) and One Source Supply Solutions (one Source) or their successor in interest.

**Term:** The term of this Agreement shall be for ten (10) years from the commencement of a certain lease that Once Source Supply Solutions (One Source) intends to execute as the lessee or tenant within the City of Antioch, California.

**Point of Sale:** The City of Antioch shall be the “Point of Sale” for all sales generated from product that One Source stores in the City of Antioch.

**Operations:** One Source will covenant to continue its operations in the City of Antioch for a minimum of the initial term of five (5) years under the lease they intent to execute for its Antioch location.

**Sales Tax:** “Sales Tax” shall be the City of Antioch’s current one percent (1%) share of sales tax generated from a Point of Sale in the City of Antioch.

**Incentive:** The Sales Tax Incentive on 1% City share of sales tax shall be calculated and rebated as follows: Each year, the first \$500,000 of the City’s 1% of sales tax collected by the City from the sales by One Source will go to the City. Each year, 50% of all of the City’s 1% of sales tax collected by the City from the sales by One Source above the initial \$500,000 collected from the sales by One Source shall be rebated to One Source. “Year” for the purpose of calculation of the rebate shall be defined as the City’s fiscal year which runs from July 1 through June 30.

This Term Sheet shall in no way be deemed to create a binding contract, agreement or offer of any kind between the City and One Source or any other entity. The parties acknowledge and agree that legal rights shall come into existence only when an Agreement is fully executed and delivered by the parties in accordance with California state law regarding tax sharing agreements and should California law change to disallow all or part of such an Agreement, then the parties shall comply with California law and neither party shall have any liability for the termination or alteration of the Agreement in accordance with such a change in the law.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Tony Morefield, Police Lieutenant

**APPROVED BY:** Allan Cantando, Chief of Police *[Signature]*

**SUBJECT:** Police Crime Prevention Commission appointment for one partial-term vacancy expiring October 2017

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### RECOMMENDED ACTION

It is recommended that the Mayor nominate and Council appoint by resolution one (1) partial-term vacancy to the Police Crime Prevention Commission expiring October 2017.

### STRATEGIC PURPOSE

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

**Strategy L-8:** Coordinate City Boards and Commissions administrative requirements.

### FISCAL IMPACT

There is no fiscal impact as all positions are voluntary.

### DISCUSSION

The Antioch Police Crime Prevention Commission makes recommendations to the City Council relative to crime prevention and reports on programs. Commissioners are involved in public presentations, coordination of various Neighborhood Watch groups, and special community events such as National Night Out. The Commission consists of seven (7) members, who each serve a four (4) year term. **Applicants must not be a full-time police officer.** The Commission meets on the third Monday evening of the month barring holidays at which time the meeting will be held the following Wednesday.

Currently there is one (1) vacancy on the Antioch Police Crime Prevention Commission due to the resignation of commission member, Karen Williams.

As a result of advertising, four (4) applicants were interviewed by Mayor Wade Harper, Police Chief Allan Cantando, Police Crime Prevention Commission Chair Harry Thurston, and Police Crime Prevention Coordinator Hans Ho for the vacancy:

1. Arun Mudgil
2. Debora Johnsen
3. Michael Gadams
4. Richard C. Hanzy

The appointment will be seated at the regularly scheduled Antioch Police Crime Prevention Commission meeting on October 17, 2016. This term will expire in October, 2017.

**ATTACHMENTS**

- A. Resolution
- B. Applications of the listed applicants

RESOLUTION NO. 2016/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPOINTING (insert name of appointee) TO THE POLICE CRIME PREVENTION  
COMMISSION FOR THE (1) ONE PARTIAL-TERM VACANCY,  
ENDING IN OCTOBER 2017**

**WHEREAS**, there is currently (1) one partial-term vacancy on the Police Crime Prevention Commission ending in October 2017; and

**WHEREAS**, the City Clerk made announcement of the vacancy and solicited applications for the (1) one partial-term vacancy; and

**WHEREAS**, Mayor Wade Harper considered four applications received and interviewed each of the interested applicants; and

**WHEREAS**, Antioch Municipal Code Section 2-5.201 requires that the Mayor nominate candidates for membership on all boards and commissions and requires that the City Council approve, by a majority vote, the appointment of said nominee; and

**WHEREAS**, Mayor Wade Harper has nominated (insert name of appointee) to the Police Crime Prevention Commission; and

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Antioch hereby approve the Mayor's nomination of (insert name of appointee) and appoint *him/her* to serve on the Police Crime Prevention Commission, as a Commissioner, partial-term, ending in October 2017.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 27th day of September 2016, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



AUG 30 2016

CITY OF ANTIOCH  
CITY CLERK



APPLICATION DEADLINE: 4:30 p.m. Friday, September 2, 2016

APPLICATION FOR COMMUNITY SERVICE

**POLICE CRIME PREVENTION COMMISSION - Partial Term ending October 2017**

Print your name: ARUN MUDGIR

Address: CAROB STREET City: ANTIOCH

ZIP Code 94509 Phone (H): \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

e-mail address: \_\_\_\_\_

Employer: G.T.I INTERNATIONAL

Address Market Street City: San Francisco

Occupation: Travel consultant

Years lived in the City of Antioch: 5 Years

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

1. To make a difference in my neighbourhood
2. To get to know and socialize with my neighbours
3. To do my part to enhance the quality of life and reduce crime by becoming eyes and ears for law enforcement

Have you attended any meetings of this commission? YES

Have you had any previous city community service on this commission? (If yes, please explain) NO.

What skills/Knowledge do you have that would be beneficial in serving on the Police Crime Prevention Commission?

I am an extrovert person and I can make friends easily. I love to socialize with community regardless of one's race and religion. I have leadership qualities as also. I won Silver Medal for Best Cadet Award when I was in India. Also I get a certificate of N.C.C (National Cadet corps) from India.

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

I am working in Sales and Travel Industry from last 30 years I have great communication skills and good convincing power. I am also good in rapport building I am also comfortable in telephonic communication and I am a good risk taker to start a conversation.

The Commission meets on the third Monday of the month in the Antioch Police Department's Community Room (300 "L" Street) at 7:00 p.m., barring holidays in which case meetings will be held the following Wednesday.

Can you attend the meetings at the designated time? Yes.

PLEASE ATTACH YOUR RESUME (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Arun Mudgil**  
Carob Street, Antioch, CA 94509

Ph. Home: .

**OBJECTIVE**

A job in an organization that offers diverse experience in a professional environment, which fosters my career development as well as provides an opportunity to apply my professional skills

**EDUCATION**

Academic

- 1999: Trained in World Span in airline ticketing. (New York, USA)
- 1999: Passed IATA Recognized International Ticketing and Fare Construction Training Course of ACADEMIA accredited to Japan Airlines. (
- 1995: Diploma in International Airlines Ticketing & Travel Management From IITC. (New Delhi, India)
- 1978: Bachelor of Commerce (University Of Delhi, New Delhi, India)
- 1975: Year 12 (Harcourt Butler School, New Delhi, India)

**EMPLOYMENT HISTORY**

<b>Designation</b>	<b>Organisation</b>	<b>Industry Type</b>	<b>Period of Employment</b>
Tour Executive	Mercury Travels	Travel Agency	Sep 86 – Jun 99
Hari World Travels	Sales Manager	Travel Agency	Oct 99 – Jul 07
GTT	Sales Manager	Travel Agency	Jul 07 – Dec 08
Mill Run	Sales Manager	Travel Agency	Dec 08 – Present

**SUMMARY OF SKILLS**

- Advanced word & Power Point skills
- Good experience in Sales
- Excellent Written and communication skills.
- Quick Learner, team player & target achiever.
- Proactive, responsible and able to demonstrate plenty of initiative

**CAREER HISTORY**

**Mercury Travels**  
Tour Executive

Sep 86 – Jun 99

**Job responsibilities:-**

- Making Itineraries.
- Making air and ground arrangements for incoming foreigners.
- Guiding tourists to different tourist places.
- Escorting Tours and coordinating with foreign tour operators to sell our tours in India.

**Accomplishments**

- Appreciated for quick learner
- Recognized as a team player
- Appreciated for thorough and in depth knowledge of the department that was assigned to me.

**Hari World Travels**  
**Sales Manager**

**Oct 99 – Jul 07**

**Job responsibilities:-**

- Handling travel agents and passengers.
- Issuing tickets.
- Making Reservations and Accounting.
- Coordinating with airlines for the fares.

**Accomplishments**

- Recognized as an employee of the month for six consecutive months, and 15 times from Oct 99-Jul 07.

**GTT**  
**Sales Manager**

**Jul 07 – Dec 08**

**Job responsibilities:-**

- Handling travel.
- Issuing tickets.
- Making Reservations and Accounting.
- Coordinating with airlines for the fares.

**Accomplishments**

- Awarded **team member of the month** for maximum sales for three consecutive months
- Exceptional up sell and customer service.

**Mill Run Tours and Travels**  
**Editor**

**Dec 08 - Present**

**Job responsibilities:-**

- Handling travel.
- Issuing tickets.
- Making Reservations and Accounting.
- Coordinating with airlines for the fares.

**Accomplishments**

- Awarded employee of the month total of 7 times since Dec 08.

**REFERENCE:**

References will be provided on request



**APPLICATION DEADLINE: 4:30 p.m. Friday, September 2, 2016**

APPLICATION FOR COMMUNITY SERVICE

**POLICE CRIME PREVENTION COMMISSION - Partial Term ending October 2017**

Print your name: Debora Johnsen

Address: Spaatz ct. City: Antioch

ZIP Code 94509 Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

e-mail address: \_\_\_\_\_

Employer: Antioch Unified School District

Address: G Street City: Antioch

Occupation: Teacher

Years lived in the City of Antioch: 21

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

\_\_\_\_ I'd like to contribute to the community conversation on crime prevention resources: surveillance cameras, homelessness solutions, activities for youth.

\_\_\_\_ I have a vision for making Antioch a safer, more desirable community to live in.

\_\_\_\_ I should be willing to work to find solutions to crime instead of just complaining about it.

Have you attended any meetings of this commission? No

Have you had any previous city community service on this commission? (If yes, please explain) No

What skills/Knowledge do you have that would be beneficial in serving on the Police Crime Prevention Commission? \_\_\_\_\_

\_\_\_\_ I have worked extensively with children, families, and the public school system. I have regularly volunteered at Antioch's Community Outreach Center, as well as, Women's and Children's Ministries at Golden Hills Community Church.

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

I am a concerned citizen looking for cost effective ways to improve safety in our city and the quality of life for all Antioch residents. I have experience working with diverse groups of people and the ability to communicate effectively.

The Commission meets on the third Monday of the month in the Antioch Police Department's Community Room (300 "L" Street) at 7:00 p.m., barring holidays in which case meetings will be held the following Wednesday.

Can you attend the meetings at the designated time? yes

**PLEASE ATTACH YOUR RESUME (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).**

**PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.**

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

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

Debra Johnson  
Signature

8/21/16  
Date

## ***Debora Johnsen***

Spatz Ct. · Antioch, CA 94509 ·

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### **Objective: Volunteer Police Crime Prevention Commission**

#### **Volunteer Experience:**

Community Outreach Center Food Server/Dinner Fellowship

Provide transportation from Community Outreach Center to Celebrate Recovery Meeting

Facilitate Women's Bible Study groups

Lead *Divorce Care for Kids* group at Golden Hills Community Church

#### **Professional Experience:**

Initiated and implemented innovative programs to serve "at risk" students along with special education students.

Collaborate with colleagues to improve academic outcomes for special education and "at risk" students.

Administer academic tests to students and provide detailed reports to team members.

Develop individualized Behavior Support Plans for students whose behaviors interfere with their learning and/or the learning environment.

Provided support and mentoring to new teachers in our district.

#### **Credentials/Certificates Held:**

Master of Arts Degree in Special Education

Professional Clear Multiple Subject Teaching Credential

Learning Handicapped (Mild to Moderate) Teaching Credential

Clear Resource Specialist Certificate of Competence

Clear Cross-Cultural, Language, and Academic Development Certificate (CLAD)

Autism Spectrum Disorder Certification

### **Employment History with AUSD:**

2013- Present	Education Specialist Antioch Unified School District G Street Antioch, CA 94509
2012-2013	Program Specialist AUSD Special Education Department Dr. David Wax, Director
2010 – 2012	Resource Specialist/Learning Center Coordinator Carmen Dragon Elementary School, Antioch, CA Scott Bergerhouse, Principal
2004 – 2010	Special Day Class Teacher – 2 <sup>nd</sup> /3 <sup>rd</sup> grades Carmen Dragon Elementary School, Antioch, CA Didi Del Chiaro, Principal
1995 – 2004	Special Day Class Teacher – 2 <sup>nd</sup> /3 <sup>rd</sup> grades Bidwell Elementary School, Antioch, CA Didi Del Chiaro, Principal
1992 – 1995	Special Day Class Teacher – 1 <sup>st</sup> – 6 <sup>th</sup> grades Kimball Elementary School, Antioch, CA Karlis Viedins and Luanne Dugan, Principals
1991 – 1992	Long Term Substitute in Special Day Class 1 <sup>st</sup> – 6 <sup>th</sup> grades Fremont Elementary School, Antioch, CA Tom Tesler, Principal

### **Education and Training**

M.A. in Special Education, Chapman University, Concord, CA.  
B.A. in Psychology, Barat College, Lake Forest, IL.  
C.A.S.A Trained at Diablo Valley College

### **References**

Dr. Jeannie Dubitsky, Co-Administrator Antioch Charter Academy II  
Ola Popoola, Administrator at U.C. Berkeley  
Theresa Sherwood, Co-owner Sherwood Electric  
Elaine Day, Administrative Assistant





APPLICATION DEADLINE: 4:30 p.m. Friday, September 2, 2016

APPLICATION FOR COMMUNITY SERVICE

**POLICE CRIME PREVENTION COMMISSION - Partial Term ending October 2017**

Print your name: Michael Gradams  
Address: Wittenmeyer Court City: Antioch  
ZIP Code 94531 Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_  
e-mail address: \_\_\_\_\_

Employer: Self  
Address: Wittenmeyer Ct City: Antioch  
Occupation: Real Estate Broker (27 years)  
Years lived in the City of Antioch: Seven

List the three (3) main reasons for your interest on this appointment:  
- Currently serving as CP Commissioner (completed 4YR term)  
- Desire to give back or serve my community  
- My business success depends on knowing Antioch neighborhoods & helping them succeed.

Have you attended any meetings of this commission? Yes

Have you had any previous city community service on this commission? (If yes, please explain) Four prior years & currently serving as the Commissioner.

What skills/Knowledge do you have that would be beneficial in serving on the Police Crime Prevention Commission?

- ① Knowledge of neighborhoods
- ② Knowledge of floorplans & general single-family construction
- ③ Current knowledge & experience from serving on the CP Commission.

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

Seeing on the commission I do take as  
a privilege + understand the importance  
of working towards a common goal.

The Commission meets on the third Monday of the month in the Antioch Police Department's Community Room (300 "L" Street) at 7:00 p.m., barring holidays in which case meetings will be held the following Wednesday.

Can you attend the meetings at the designated time? Yes

**PLEASE ATTACH YOUR RESUME (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).**

**PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.**

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

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



Signature

8/29/2016

Date

## Resume for Michael Gadams

Birthplace: Chicago, Illinois

College: Spring Hill College (Jesuit), Mobile, Alabama

Degree: Bachelor of Science (Biology) with minor in Chemistry/Math

Work History:

- Frito-Lay Manufacturing Management, Irving Texas
- Clorox Distribution Manager, Tampa Florida
- Clorox National Production Coordinator, Oakland CA
- Clorox Senior Planning Engineer, Oakland, CA
- 1989 Residential Real Estate (26 years), Bay Area to Present

Accomplishments as Real Estate Broker:

- Licensed as Real Estate Agent in 1989
- Licensed as Real Estate Broker in 1992
- 2000-2004 Contra Costa Association of Realtors Board of Directors
- 2001 Contra Costa Association of Realtors Treasurer
- 2003 Contra Costa Association of Realtors President
- 2002-2004 California Association of Realtors Director
- 2008 wrote teaching program for valuing properties
- Lead Instructor teaching residential valuations across California/Nevada from 2008 through 2011.
- Personally valued over 25,000+ residential properties With written report for institutions.
- Complete extensive remodels of over 50 homes for clients
- 350+ homes sold in career.

Memberships:

- Rotary Club of Antioch
- 2013-Present Crime Commissioner of Antioch
- 2015 Chairman of Crime Commissioners of Antioch
- National Association of Realtors
- GRI, Graduate of Realtors Institute
- California Association of Realtors
- Contra Costa Association of Realtors
- Dale Carnegie Graduate and Assistant Teacher(6 Years)
- Junior Achievement Instructor
- Basketball Coach for 7<sup>th</sup> and 8<sup>th</sup> Grade Boys/Girls

References: Any references whatsoever upon request

RECEIVED

AUG 25 2016

CITY OF ANTIOCH  
CITY CLERK



APPLICATION DEADLINE: 4:30 p.m. Friday, September 2, 2016

APPLICATION FOR COMMUNITY SERVICE

POLICE CRIME PREVENTION COMMISSION - Partial Term ending October 2017

Print your name: Richard C Hanzy, LMFT, PhD

Address Mesa Ridge Dr City: Antioch

ZIP Code 94531 Phone (H) \_\_\_\_\_

e-mail address: \_\_\_\_\_

Employer: Kaiser Permanente & Contra Costa County PES CCRMC

Address: Hillcrest Ave City: Antioch

Occupation: Licensed Marriage & Family Therapist / ER Crisis Therapist / Social Worker

Years lived in the City of Antioch: 7 1/2 years

List the three (3) mail reasons for your interest on this appointment:

1. As a homeowner and a parent in Antioch, I want to be a part of the solution of making Antioch a better more safer place to live.
2. I want to help design, research, and support programs that are not only effective but bring the community and police closer.
3. As a veteran and minority male I want help improve relationship between the police and vets and minorities.

Have you attended any meetings of this commission? no

Have you had any previous city community service on this commission? (If yes, please explain) No

What skills/Knowledge do you have that would be beneficial in serving on the Police Crime Prevention Commission? I worked in community probation in Alameda county and work alot minority males and supporting them from pobation successful back into the community. I help design and oversee a juvenile diversion program, and I am currently a Licensed Marriage and Family Therapist, with a PhD in Human Services, with a focus in Social and Community Services. My education and career allows me better understand why people do the things they do, how they may react to certain things, and what services that build bridges to having a safer more productive Antioch.

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

I would love to be an asset for the this commission, Antioch PD, and the community at large because I live, work and raise my family in Antioch.

The Commission meets on the third Monday of the month in the Antioch Police Department's Community Room (300 "L" Street) at 7:00 p.m., barring holidays in which case meetings will be held the following Wednesday.

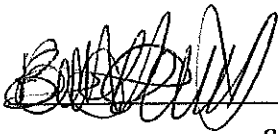
Can you attend the meetings at the designated time? yes

**PLEASE ATTACH YOUR RESUME (REQUIRED TO BE CONSIDERED FOR APPOINTMENT)**

**PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.**

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

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



Signature

08/25/10

Date

**Richard C. Hanzy, LMFT**

**Richard C. Hanzy**

**Mesa Ridge Dr Antioch, CA 94531**

**Home:**

**Education**

<b>Doctor of Philosophy in Human Services</b>	<b>4.00 G.P.A</b>	<b>Jan. 2012 – Feb. 2016</b>	<b>Completed</b>
<b>Social and Community Services –Capella University Minneapolis, MN 55402</b>			
<b>Masters in Psychological Counseling / Marriage &amp; Family Therapy</b>		<b>Sept. 2008 – Sept. 2011</b>	<b>Completed</b>
<b>John F. Kennedy University, Pleasant Hill, CA 94523</b>			
<b>Masters in Theological Studies</b>	<b>3.64 G.P.A</b>	<b>Aug. 2006 – Aug. 2008</b>	<b>Completed</b>
<b>Liberty University, Lynchburg, VA 24502</b>			
<b>Bachelors in Sociology/Social Services</b>	<b>3.2 G.P.A</b>	<b>Sept. 2004 – June 10, 2006</b>	<b>Completed</b>
<b>Cal. State Hayward/East Bay, Hayward, CA 94542</b>			
<b>A.A. Degree Social Science/with Honors</b>	<b>3.3 G.P.A</b>	<b>Jan., 2001 - May, 2004</b>	<b>Completed</b>
<b>College of Alameda, Alameda, CA 94501</b>			
	<b>3.5 G.P.A</b>		

**Experience**

**Kaiser Permanente - Marriage & Family Therapist Adult Clinic – Antioch, Ca – June 2016 – Present**

- Interview patients and family members to assess nature and extent of psychiatric problem.
- Develops, implements and evaluates treatment approaches for patients and affected family members.
- This may include individual, marital, family, group and intensive therapeutic modalities.
- Maintains confidential individual case summaries.
- Confers and consults with staff physicians regarding patient's progress and treatment; confers with attending physicians regarding hospitalized patients and recommends treatment plans.
- Provides appropriate support to member's family, including explanation of treatment, instructions in how to support treatment and interventions to increase acceptance of and adherence to treatment.
- Utilizes resources of public and private agencies and community organizations to meet the needs of the member's treatment to include referral of the member and/or member's family to external resources.
- Establishes liaisons to utilize resources of public and private agencies/community organizations to meet member and program needs.
- Participates in departmental program development, implementation and evaluation.
- Customer Service - In all interactions with patients, members, physicians, staff and visitors, demonstrates service-oriented behaviors that include culturally sensitive good manners, respect, and polite communications.

**Los Medanos College - EOPS & General Adjunct Counselor & Instructing – Pittsburg, Ca – September 2015 – August 2016**

- Provided educational planning to current and prospective students and veterans
- Provided personal and career counseling to LMC students and veterans
- Interpreted career, interest, skill, academic and personality assessments to students and utilizes results as appropriate in counseling settings.
- Served as resource on college transfer information.
- Provided appropriate referral within LMC and/or to community agencies when appropriate.
- Maintained appropriate records.
- Provided crisis counseling and brief psychotherapy as needed.
- Attended meetings and trainings as needed.
- Maintained expertise in professional field of counseling and student development.
- Taught Student Counseling courses, conduct Orientations and Workshops as needed

**Contra Costa County/Behavioral Health Services – Psychiatric Emergency Services - Psychiatric Clinical Therapist/Social Work - Antioch, CA 94531 – January 2015 – Present**

- Provides crisis assessment, diagnosis, treatment and crisis intervention as needed to members who present themselves for psychiatric emergency evaluation.
- Collaborates with the RN Case Managers, Physicians and other members of the Psych Emergency treatment team to coordinate the patient's hospital stay and working discharge plan
- Applies high risk screen on all admissions in order to initiate discharge planning, social work referrals and/or continue to monitor for discharge planning needs
- Makes referrals to case manager, as appropriate, and/or refers member's family to community support services and

resources. Utilizes resources of community agencies and community organizations to meet the needs of members.

- Engage the patient/family/significant other and interdisciplinary team in the discharge process to identify appropriate post-acute resources
- Provides crisis emergency education to patients/family/significant others and interdisciplinary team in regard to psychosocial factors related to mental illness

**Contra Costa County/Behavioral Health Services – East County Children’s & Adolescents Services - Mental Health Clinical Specialist - Antioch, CA 94531 – October 2013 – June 2016**

- Provide psycho-therapeutic interventions, treatment, and other related mental health services to consumers and their families as part of a multi-disciplinary team.
- Provide crisis assessment, intervention, stabilization, and treatment planning in Psych emergency room
- Provide individual, family, and group therapy & psycho-education services
- Develop individualized treatment plans with client-centered assessments to determine the needed intensity level of employment services and supports needed.
- Participate in the evaluation of problems presented and in the formulation of diagnoses and the development of treatment plans
- Interview patients to gather vocational/educational information for vocational counseling/rehabilitation services.
- Provide workshops to community based organizations, colleges, and grade schools.
- Prepare social case histories with particular emphasis upon psycho-social factors affecting the client
- Coordinated with other staff members and community agencies in carrying out treatment and/or rehabilitation plans
- Provide supportive services to board and car staff including training, treatment plan development, and liaison at the client level
- Provide community-based follow-up services to integrate clients into the community through competitive employment.
- Interpreted and explained to clients, relatives, services to specific population groups (i.e., children and adolescents, older adults, detained persons)
- Collaborate with homeless programs and staff on resources that enhance and result in competitive employment outcomes for clients
- Provide specialized programs/projects or serves as a support person in program planning.
- Participate in staff development programs and in staff conferences regarding clients and professional clinical applications
- Work collaboratively with local employment agencies to establish employment for clients
- Serves as an advocate on behalf of client, when appropriate, to ensure comprehensive service delivery resulting on competitive employment, educational support, housing support, and other services as needed.

**Contra Costa County/Behavioral Health Services - First Hope program – Mental Health Clinical Specialist - September 2012 – October 2013**

- Provide psycho-therapeutic interventions, treatment, and other related mental health services to consumers and their families as part of a multi-disciplinary team for youth and young adults ages 12-25, where deemed at risk for psychosis per the SIPS assessment
- Provide crisis assessment, intervention, and stabilization
- Facilitated weekly multi-family groups
- Provided individual, family, and group therapy & psycho-education services
- Developed individualized treatment plans with client-centered assessments to determine the needed intensity level of employment services and supports needed.
- Participate in the evaluation of problems presented and in the formulation of diagnoses and the development of treatment plans
- Gathered vocational/educational information for vocational counseling/rehabilitation services.
- Provided workshops to community based organizations, colleges, and grade schools.

**John Muir Behavioral Health Services – Mental Health And Chemical Dependency Counselor - Concord, CA 94520 January 2014 –March 2015**

- Ran individual, family, and group counseling for patients in chemical dependency program. Acted as mediator between patients, relatives, medical staff, and outside agencies if needed. Tracked patient progress and dispensation of treatment services.
- Provide counseling and support to mentally ill, emotionally disturbed, or mentally retarded patients in psychiatric

hospital and support them in participating in their treatment programs. (veterans & nonveterans)

- Provide on-going assessment and crisis intervention.
- Monitors treatment plans, treatment progress, documents interactions and maintains clinical records and other reporting data for consumers with mild to severe mental and substance abuse illness, disorders and or disabilities.
- Coordinates with internal supportive services to deliver needed services to patients. Collaborates with clinical, nursing, supervisor regarding treatment.

**Amador Institute – Marriage & Family Therapist Intern/Case Manager - Antioch, CA 94509 April 2012 – June 2012**

- Provided psycho-therapeutic intervention, treatment, and other related mental health services to consumers and their families (included veterans)
- Provided individual, family, and group therapy services (included veterans)
- Participated in the evaluation of problems presented and in the formulation of diagnoses and the development of treatment plans
- Prepared social case histories with particular emphasis upon psycho-social factors affecting the client
- Provided supportive services to board and car staff including training, treatment plan development, and liaison at the client level
- Interpreted and explained to clients, relatives, services to specific population groups (i.e., children and adolescents, older adults, detained persons)
- Participated in staff development programs and in staff conferences regarding clients and professional clinical approaches

**As a case manager in Amador's Transitional housing program,**

- Meet with clients once per week in their home and assisted in case assessment, goal plan setting and connection to appropriate services. I also gain knowledge of various housing opportunities and developed an active housing resource file for clients.
- Develop with clients a service contract outlining steps toward self-sufficiency and assisted clients in locating housing within context of program guidelines. I also assisted clients in locating education/job training opportunities, while monitoring and helping maintain their education/employment plan.
- Advocated with and for clients to ensure success of THPP plan and assisted clients in developing skills, such as budgeting, housekeeping, time management, organizing, and prioritizing
- Refer clients to appropriate services and regularly monitor overall case plans and make recommendations for change, where needed
- Maintain complete and accurate case records, participated in a team approach case management meetings, and met regularly with Director of Social Services to review work.

**John F. Kennedy Pleasant Hill Counseling Center – Marriage & Family Therapist Trainee - Concord, CA 94520 – April 2010 – Sept. 2011**

- As a Marriage & Family Therapist Trainee, I collect information about clients, using techniques such as testing, interviewing, discussion, and observation. I counsel individuals, families, and groups on concerns such as aging, elder abuse, unsatisfactory relationships, divorce and separation, child rearing, home management, work difficulties, and financial difficulties. I also maintain case files that include activities, progress notes, evaluations, and recommendations. Finally, I develop and implement specialized treatment plans for every client I work with to track their progress and to ensure that they reached their goals in therapy.

**Social Security Administration – Social Insurance Specialists (Claims Authorizer) – Richmond, CA 94801 - Aug 2007 – September 2012**

- As a Claims Authorizer I review and authorize claims and other complex entitlement determinations for benefits under Titles II and XVIII of the Social Security Act. I make conclusive administration determinations subject only to the claimant's right to reconsideration and/or appeal. I also recognize Title XVI involvement and ascertain the effect on Title II and Title XVIII HIB/SMIB processing.
- I independently review and authorize claims for monthly benefits, entitlement to Health Insurance and/or Supplemental Medical Insurance Benefits. I review and adjudicate the non-medical factors of entitlement on claims for disability benefits. I adjudicate complex claims where field offices are unable to make determinations.
- I am responsible for complete development and evaluation of all facts and evidence; determines issues in any claim or referred post adjudicative action, prepares formal or informal determinations relating the facts, evidence and



issues to the requirements of the Social Security Act and policies including appropriate precedent cases. I resolve subsequent post adjudicative issues; i.e., earnings discrepancies, month of retirement, self-employment earnings, etc.

- I resolve earnings discrepancies for workers who have not yet filed for benefits and correct the earnings records for those individuals using current systems capabilities.

**Telecare's Willow Rock Center/Adolescent Psychiatric Health Facility – Adol. Counselor – San Leandro, CA 94578 - June 2007- Aug.2007**

- My duties included but were not limited to Coordinating, monitoring, and reviewing the activities of my group
- Provide rehabilitation treatment services for residents, with physicians, psychiatric Nurse, & psychologist.
- Developed a schedule of therapeutic activities, Coordinated and monitored daily activities, Led therapeutic groups, and participated in the planning for the Recovery Center.
- Participated in the development of the resident treatment plans and assisted residents in developing self-help skills.
- Provided clinical supervision for rehabilitation activity leaders, interns and volunteers as directed

**San Francisco Bay Area Council, Scoutreach Program San Leandro, CA. 94577 Aug. 2005 –June 2006  
District Executive**

- I made recommendations for changes in procedures that have been adopted regionally or nationally.
- Supervise and purchased supplies for our after School Programs and Scouting Programs in Alameda County
- Organize new units and recruit youth and adult members in units and summer camp for all of Alameda County
- Develop new programs, organize fundraisers, staff scheduling and recruiting, and write grants.
- Gave oral presentations and briefings to management and staff regarding various complex subject matters
- Updated Council website, create event flyers, attended and organized community meetings
- Identified, developed, and implemented training programs and curricula based on organizational needs and goals.

**SFBAC Learning for Life Juvenile Diversion Program San Leandro, Ca.94577 July 2005 – June 2006  
Program Executive and Developer**

- Screen Probationers for the program and Develop curriculum and trainings for Interns and staff members
- Prepared press releases, articles, newsletters, bulletins for the JD Program
- Maintain attendance records, case files, and detail notes of all students enrolled in the Program
- Secure and coordinate speakers, tours and activities for the weekly meetings and weekend retreats.
- Ensure the youth complete appropriate community service projects, record CS hours, verify the hours, and providing youth with a list of possible locations

**Alameda County Probation Department - Intern Probation Officer Oakland, CA 94605 Feb. 2005-Nov. 2005**

- Work intensely with juvenile probationers and their families, schedules appointments & transportation of unstable clients
- Monitor compliance with probation conditions through increased client contacts with community partners, including random evening visits to the youth's home and neighborhood
- Help build Partnerships with community-based agencies that provide youth and family counseling, parent education, vocational training, victim reconciliation of restitution claims, health screening and education classes, anger management, drug education and treatment, and recreational/cultural activities that promote healthy community involvement.

**United States Air Force Tyndall AFB, Panama City, FL 32403 Aug. 2000 – Aug 2003**

- Head Weapons Simulation Tech. Trainer
- Completed all administrator duties, such as write-ups, progress reports, scheduling, activities coordinator, and quality control testing
- Wrote training recommendation reports use to improve training
- Supervised and trained 10-15 Airmen

**Community Service Activities**

Volunteered at Anchorage Children's Home of Bay County  
Volunteered in the Special Olympics last two years in the military  
Coach youth basketball on base& Instructed youth basketball camps on base  
Coached Junior Warriors Basketball 2014

**Richard C. Hanzy**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016 Honorable  
**TO:** Mayor and Members of the City Council  
**SUBMITTED BY:** Tammany Brooks, Captain – Support Services Division  
**APPROVED BY:** Allan Cantando, Chief of Police *[Signature]*  
**SUBJECT:** Memorandum of Understanding with Tony La Russa's Animal Rescue Foundation

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a memorandum of understanding (MOU) between the City of Antioch - Antioch Animal Services (AAS) and Tony La Russa's Animal Rescue Foundation (ARF), wherein ARF will work collaboratively with AAS staff to provide expertise and guidance in key areas for a period not to exceed 12 months.

### **STRATEGIC PURPOSE**

This action supports: **Strategy C-1:** Deploy limited resources effectively to provide animal control services. It also supports: **Strategy C-2:** Increase animal neutering and adoptions. This partnership will provide much needed assistance and resources to AAS through additional staffing and improved operational processes/practices.

### **FISCAL IMPACT**

Entering into this MOU will have no fiscal impact on AAS. Identified recommendations to improve efficiency and/or operational procedures may require additional funding or may result in cost savings. However, these items are unknown at this time and will be examined on a case by case basis.

### **DISCUSSION**

**Background:** Significant attention has been given to AAS in recent months, with much of the focus surrounding findings and recommendations identified in three independent reviews of the shelter and its operations. While a number of issues were addressed and corrected, several others had not yet been implemented due in large part to inadequate staffing and funding.

On June 14, 2016, Antioch City Council unanimously approved a budget adjustment for AAS to bring on additional support staff as an acute, short-term response to address some of the remaining concerns and help with the large volume of daily tasks being handled by an overextended AAS staff. This budget adjustment allowed for the hiring of

four part-time Animal Care Attendants, and one Office Assistant. Additionally, staff was directed to explore other alternatives, both short and long-term and report back to the City Council within six months.

**Update:** Since June 14, 2016, a number of positive changes have occurred at the AAS. Some of the progress includes:

1. Four Animal Care Attendants have been hired and started working at AAS.
2. An Office Assistant has passed all pre-employment screenings and is scheduled to begin working at AAS on October 4, 2016.
3. A 2<sup>nd</sup> Animal Control Officer (ACO) was hired and started work July 6, 2016. Unfortunately, the senior ACO resigned on August 24, 2016. There was already an open recruitment process ongoing, as AAS has three authorized/funded ACO positions. Interviews for this position took place on September 15, 2016. Several applicants have been selected to continue in the hiring process and will hopefully pass all pre-employment screenings to fill these vacancies.
4. Through a collaborative partnership, sent more than 30 animals to rescue groups and humane societies in Idaho.
5. Participated in the national "Clear the Shelters" event on July 23, 2016, and were able to adopt out 53 animals.
6. PD Open House which yielded 7 adoptions, 46 licenses purchased, 42 late fee amnesties given, and 75 goodie bags distributed.
7. AHS Cross Country Team began the "Panther Tails" program on September 15. In this collaborative effort, high school runners brought qualifying dogs from the shelter out on their practice runs. The purposes of this program are to increase student community involvement, give the dogs much needed exercise, and to hopefully increase adoptions.
8. Temporarily reassigned Acting Lieutenant Tarra Nissen to work in AAS full-time in order to directly oversee, monitor, and manage operations.

In addition to the above listed accomplishments, City of Antioch staff met with representatives of ARF and East Bay SPCA to discuss expanding the already active partnership between one another. During this meeting, ARF extended an offer to allocate staffing and additional resources to assist AAS in a number of areas including, but not limited to:

- Staffing
- Medical treatment (preventative and acute)
- Medical recommendations by veterinary professionals
- Managed intake and pet retention strategies
- Volunteer and foster programs
- Housing
- Animal management

- Outcome tracking and record keeping
- Adoption process

Through additional discussion, a framework regarding a tentative agreement was reached in which ARF would work alongside AAS staff for a period not to exceed 12 months. The end goal of this agreement would be to “execute recommendations and processes to ensure optimal welfare of the animals at AAS in accordance with the Five Freedoms (<http://www.shelternet.org/five-freedoms>) and industry standard of care.”

**Alternatives:** The alternative to entering into this agreement with ARF is to continue shelter operations as is while seeking other long-term alternatives as mentioned in the staff report presented to Council on June 14, 2016.

### **ATTACHMENTS**

- A. Resolution authorizing the City Manager to Execute a Memorandum of Understanding Between the City Of Antioch - Antioch Animal Services and Tony La Russa’s Animal Rescue Foundation
- B. Draft MOU between AAS and ARF (“Exhibit 1” to Resolution)

**RESOLUTION NO. 2016/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO APPROVE A MEMORANDUM OF  
UNDERSTANDING BETWEEN ANTIOCH ANIMAL SERVICES AND TONY LA  
RUSSA’S ANIMAL RESCUE FOUNDATION**

**WHEREAS**, Antioch Animal Services is responsible for the care and sheltering of stray, injured, and owner-surrendered dogs and cats in the City of Antioch;

**WHEREAS**, Tony La Russa’s Animal Rescue Foundation is an organization with expertise for the intake, care, and maintenance of dogs and cats, as well as the owner/operator of two veterinary clinics;

**WHEREAS**, independent reviews of the Antioch Animal Shelter by U.C. Davis, Citygate Report, and the Contra Costa County Grand Jury identified several and similar recommendations and findings for improvement;

**WHEREAS**, due to limited staffing and lack of availability of financial resources, a number of the suggestions have not been implemented; and

**WHEREAS**, Tony La Russa’s Animal Rescue Foundation has offered to help by providing additional support to Antioch Animal Services to ensure optimal welfare of the animals in accordance with the Five Freedoms and industry standards of care.

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

1. The City Manager is hereby authorized to approve an MOU (attached to this Resolution as “Exhibit 1”) between Antioch Animal Services and Tony La Russa’s Animal Rescue Foundation to provide expertise and guidance in key areas for a period not to exceed 12 months.

2. The City Manager and/or the City Manager’s designated staff representative shall provide periodic updates to the City Council regarding the work authorized by this Resolution.

\* \* \* \* \*

**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 27<sup>th</sup> day of September, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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

## **MEMORANDUM OF UNDERSTANDING**

### **PARTIES**

This Memorandum of Understanding is between the City of Antioch - Antioch Animal Services, located at 300 "L" Street, Antioch, California, 94531; hereinafter called "AAS", and Tony La Russa's Animal Rescue Foundation, a California nonprofit corporation, located at 2890 Mitchell Drive, Walnut Creek, California, 94598; hereinafter called "ARF".

### **BACKGROUND**

AAS is responsible for the care and sheltering of stray, injured and owner-surrendered dogs and cats in the City of Antioch ("City"), California. It is required by law for these animals to have spay or neuter sterilization surgery prior to adoption by a member of the public.

ARF is an organization with expertise for the intake, care and maintenance of dogs and cats with a major campus in the City of Walnut Creek, California. ARF is also the owner and operator of two veterinary medical clinics, California veterinary premise permit #5884. The primary clinic is domiciled in ARF's Walnut Creek facility and the other is a mobile spay and neuter clinic which contains a surgical facility.

Several independent reviews of the AAS shelter and operations by third parties, specifically University of California Davis Koret Shelter Medicine Program, Grand Jury Report titled Animal Shelters in Contra Costa County, Tail of Two Shelters, and Citygate Report, have yielded like recommendations and findings for improvements. Due to limited staffing and shelter expertise, coupled with a lack of availability of financial resources, many of these suggestions have not been implemented. Additional support is necessary to execute recommendations and processes to ensure optimal welfare of the animals at AAS in accordance with the Five Freedoms (<http://www.shelternet.org/five-freedoms>) and industry standards of care.

### **INTENT**

The intent of this MOU is to provide the framework for a collaborative effort for ARF to provide expertise and guidance to AAS in key areas for a period not to exceed 12 months.

The parties hereto desire to reach an understanding that will result in making staff, facilities, and resources of ARF available to AAS for the aforesaid use. Now, therefore, it is mutually agreed between parties as follows:

1. ARF staff will work in tandem with AAS staff to support improved animal welfare and shelter operations, in line with industry best practices, shelter standards, and University of California Davis Koret Shelter Medicine Program recommendations. Identified areas for support include but will not be limited to:

- Staffing

- Medical treatment (preventive and acute)
  - Medical recommendations by veterinary professionals
  - Managed intake and pet retention strategies
  - Volunteer and foster programs
  - Housing
  - Animal management
  - Outcome tracking and record keeping
  - Adoption process
2. ARF will contribute its own resources in ARF's sole and absolute discretion in support of this agreement, in collaboration with AAS and UCD.
  3. AAS will meet ARF with full access to animals, records, policies and standard operating procedures, all areas of the physical shelter, budget and financial information including any contracts that the City holds to operate AAS, cooperation, and provide appropriate access at all times for the duration of this agreement.
  4. ARF will support AAS staff in ARF's sole and absolute discretion in implementation of best practices, training volunteers, and creating written protocols.
  5. ARF will maintain a presence in ARF's sole and absolute discretion at the AAS facility for one (1) year to ensure progress and standards are maintained, with the goal of long-term self-sufficiency supported by AAS after ARF's exit.
  6. Designees of ARF management and AAS will meet at least quarterly to conduct ongoing conversations regarding shared commitments and evaluate the necessity for the continuation of this agreement and to resolve any other operational concerns.

#### **TERM AND TERMINATION**

The term of this MOU shall be for one (1) year. At the conclusion of the term, the parties agree to meet and confer regarding any continuation of aforementioned intent items one through six (1-6).

This MOU may be terminated on written notice by either party by providing five (5) days' notice in writing to the other party without the need for specifying any cause.

AAS and the City of Antioch agrees to indemnify and hold ARF harmless for the City's share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the City in the performance of this MOU.

ARF agrees to indemnify and hold harmless AAS and the City of Antioch for ARF's share of liability, as determined by a court of law, for any damage, injury or death of or to any person or

the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of ARF, its officers or employees.

The parties have executed this MOU as of [DATE].

\_\_\_\_\_  
Steven Duran, City Manager  
City of Antioch for Antioch Animal Services

Date:


\_\_\_\_\_  
Stephanie Erickson, Operations Director  
Tony La Russa's Animal Rescue Foundation

Date:





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Diane Aguinaga, Captain – Field Services Division  
**APPROVED BY:** Allan Cantando, Chief of Police   
**SUBJECT:** **PARKING ENFORCEMENT OUTSOURCING**

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### RECOMMENDED ACTION

After a successful 6 (six) month trial period, it is recommended that the City Council adopt a resolution authorizing the City Manager to execute an agreement, with SP+ (SP Plus) for parking enforcement and vehicle abatement services in the amount of \$150,000 per year for a term of up to 3 (three) years.

### STRATEGIC PURPOSE

**Strategy A-2:** Strategically deploy police resources and implement community policing strategies. This action is essential to achieving this strategic purpose. During the economic downturn of 2009, the Police Department's Traffic Bureau was dissolved, and its essential functions, including parking enforcement and vehicle abatement, was absorbed by patrol officers and volunteers (VIPs). Neither group was able to keep up with the large amount of complaints the department receives with regards to parking enforcement and abandoned autos. Outsourcing these duties allows patrol officers to focus on higher priority calls for service, the 2 (two) traffic officers to focus on traffic safety, and allows the VI PS increased time on successful programs such as vacation house checks and park patrols. Outsourcing these functions ensures quality of life issues associated with parking enforcement and vehicle abatement are being worked on full-time and not just when time permits.

### FISCAL IMPACT

In November of 2015 the City Council approved \$73,000 of Measure C funds for this expenditure. This action was for a 6 (six) month pilot program that cost approximately \$75,000.00 for the employment of 1 (one) full-time and 2 (two) part-time contract employees working out of the police department 6 (six) days a week issuing parking citations, conducting vehicle abatement, traffic control, data entry, and other parking related services within the City of Antioch. The fiscal impact for a 1 (year) extension would be \$150,000.

## **DISCUSSION**

- **Background**

Before the economic downturn of 2009, the Police Department employed roughly 20 Community Service Officers. At one time 6 (six) CSO's were assigned to Field Services to assist patrol officers with cold calls for service, parking enforcement, and vehicle abatement. 1 (one) additional CSO managed the incoming complaints from the community and follow-up regarding vehicle abatements. They, along with the Traffic Unit, were able to keep up with the large volume of calls to the abandoned auto hotline. Currently, the Police Department employs 4 CSO's, none of which are assigned to Field Services. We are currently in the process of hiring more CSO's, however they will be assigned to the jail and front counter, as the need is greater. Moreover, we currently have 2 (two) officers assigned to the Traffic Unit, whose primary duty is traffic enforcement and major traffic accident investigations.

Volunteers in Police Services (VIPS) exclusively handled the abandoned auto hotline before this 6 (six) month pilot program. The hotline receives on average 80 to 100 calls per week from Antioch citizen's reporting abandoned or illegally parked vehicles. The Field Service VIPS checked on the complaints in person, as time permitted, and ticketed if appropriate. VIPS cannot tow cars, and therefore must turn the list of towable vehicles over to 1 (one) Reserve Police Officer, who is also a volunteer. This reserve officer exclusively tows cars 1 day a week. He could not keep up with the large volume of tow requests, and therefore abandoned vehicles sat, oftentimes for up to a month, waiting to be towed.

Since March 1, 2016\*, these tasks have been handled exclusively by SP+. The totals are as follows:

Tickets issued:	1055
Tagged vehicles that moved in compliance:	876
Newly tagged vehicles:	496
Vehicles towed:	528

\*The first 2 weeks of this program were administrative and training.

- **Analysis**

Prior to March 1, 2016 the Antioch Police Department was collecting only 43% of the fines from parking citations issued. The industry average is 85%. This means that Antioch collected just under \$60,000.00 in parking fines last year, when the potential was \$100,000.00. SP+ employs strategies to ensure a higher collection rate for the City. It is abundantly clear from the volume of complaints and calls to the abandoned auto hotline, that the City needs a full-time, structured, parking enforcement program.

For the 6 (six) month period prior to hiring SP+, the City of Antioch collected \$26,403.25 in traffic related fines. Since the program has been in place, the City has collected \$38,779.20 in traffic related fines. This is a 32% increase. It is anticipated that this collection percentage will only continue to grow. The number of parking tickets issued since hiring SP+ has tripled.

For the 6 (six) month period prior to hiring SP+, the Antioch Police Department collected \$16,272.00 in administrative towing fees. Since the program has been in place, we have collected \$25,207.00 in administrative towing fees. This is a 35% increase.

Outsourcing these tasks to contract employees for a trial, 6 month period, allowed the Police Department, and the City, to objectively evaluate SP+ and its parking enforcement services. SP+ is providing the employees, the insurance, the equipment, the vehicles, and the training, all at a cost saving price compared to assigning full time Traffic Officers or CSO's to do the same job. A successful program has the potential to generate enough revenue to pay for itself.

SP+ has successful contracts with several cities all over the United States, and specifically California. These cities include but are not limited to: Newport Beach, CA, Palo Alto, CA, Richmond, VA, and Manitou Springs, CO. APD contacted and received positive references from several cities utilizing SP+ services.

### **ATTACHMENTS**

- A. Resolution
- B. Staff Report from January 26, 2016 (with attached SP Plus Proposal including pricing, operating plan, company overview, and insurance certificates)

**RESOLUTION NO. 2016/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT  
WITH SP+ FOR PARKING ENFORCEMENT AND VEHICLE  
ABATEMENT SERVICES**

**WHEREAS**, the City Council previously approved funding for a six (6) month pilot program utilizing contract parking enforcement and vehicle abatement services; and

**WHEREAS**, the Police Department selected SP+ to provide services for the 6 month pilot project; and;

**WHEREAS**, since March 2016 SP+ has exclusively provided parking enforcement and vehicle abatement services to the City; and

**WHEREAS**, SP+ has achieved successful results with respect to responsiveness and increased collection rates for traffic fines and administrative fees; and

**WHEREAS**, the City requires a full-time, structured, parking enforcement program and utilization of SP+ represents a cost savings in comparison to assigning sworn police officers or Community Service Officers for the same duties.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Antioch that the City Manager is authorized to execute an agreement with SP+ for parking enforcement and vehicle abatement services in the amount of \$150,000 per year for a term up to 3 years, in a form 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 27<sup>th</sup> day of September, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 26, 2016  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Diane Aguinaga, Captain – Field Services Division  
**APPROVED BY:** Allan Cantando, Chief of Police  
**SUBJECT:** **PARKING ENFORCEMENT OUTSOURCING**

---

**RECOMMENDED ACTION**

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

**STRATEGIC PURPOSE**

**Strategy A-2:** Strategically deploy police resources and implement community policing strategies. This action is essential to achieving this strategic purpose. During the economic downturn of 2009, the Police Department's Traffic Bureau was dissolved, and its essential functions, including parking enforcement and vehicle abatement, was absorbed by patrol officers and volunteers (VIPS). Neither group is able to keep up with the large amount of complaints the department receives with regards to parking enforcement and abandoned autos. Outsourcing these duties would allow patrol officers to focus on higher priority calls for service, and allow the VIPS to increase time spent on successful programs such as vacation house checks and park patrols. Outsourcing these functions would ensure quality of life issues associated with parking enforcement and vehicle abatement are being worked on full-time and not just when time permits.

**FISCAL IMPACT**

In November of 2015 the City Council approved \$73,000 for this expenditure. This action is for a 6 (six) month pilot program that would incur a cost of approximately \$75,000.00 for the employment of 2 (two) full-time contract employees who will be working out of the police department 6 (six) days a week issuing parking citations, conducting vehicle abatement, traffic control, data entry, and other parking related services within the City of Antioch. If the program is successful, SP+ may be given the option to renew the contract for a period not to exceed 3 (three) years. It is anticipated that the program has the potential to be a revenue generating program. In order to pay the remaining \$2,000, the police department will absorb this cost out of its' current existing budget.

## **DISCUSSION**

- **Background**

Before the economic downturn of 2009, the Police Department employed roughly 20 Community Service Officers. At one time 6 (six) CSO's were assigned to Field Services to assist patrol officers with cold calls for service, parking enforcement, and vehicle abatement. 1(one) additional CSO managed the incoming complaints from the community and follow-up regarding vehicle abatements. They, along with the Traffic Unit, were able to keep up with the large volume of calls to the abandoned auto hotline. Currently, the Police Department employs 3 CSO's, none of which are assigned to Field Services. We are currently in the process of hiring 5 more CSO's, however they will be assigned to the jail and front counter, as the need is greater. Moreover, we currently have one officer assigned to the Traffic Unit, whose primary duty is traffic enforcement and major traffic accident investigations.

Currently, Volunteers in Police Services (VIPS) exclusively handle the abandoned auto hotline. The hotline receives on average 80 to 100 calls per week from Antioch citizen's reporting abandoned or illegally parked vehicles. The Field Service VIPS check on the complaints in person, as time permits, and ticket if appropriate. VIPS cannot tow cars, and therefore must turn the list of towable vehicles over to 1 (one) Reserve Police Officer, who is also a volunteer. This reserve officer exclusively tows cars 1 day a week. He cannot keep up with the large volume of tow requests, and therefore abandoned vehicles sit, oftentimes up to a month, waiting to be towed.

- **Analysis**

Currently the Antioch Police Department collects only 43% of the fines from parking citations issued. The industry average is 85%. This means that Antioch collected just under \$60,000.00 in parking fines last year, when the potential was \$100,000.00. SP+ will employ strategies to ensure a higher collection rate for the City. It is abundantly clear from the volume of complaints and calls to the abandoned auto hotline, that the City needs a full-time, structured, parking enforcement program.

Outsourcing these tasks to contract employees for a trial, 6 month period, will allow the Police Department, and the City, to objectively evaluate SP+ and its parking enforcement services. SP+ is providing the employees, the insurance, the equipment, the vehicles, and the training, all at a cost saving price compared to assigning full time Traffic Officers or CSO's to do the same job. If successful, the program has the potential to generate enough revenue to pay for itself.

SP+ has successful contracts with several cities all over the United States, and specifically California. These cities include but are not limited to: Newport Beach, CA, Palo Alto, CA, Richmond, VA, and Manitou Springs, CO. APD contacted and received positive references from several cities utilizing SP+ services.

**ATTACHMENTS**

- A. SP Plus Proposal including pricing, operating plan, company overview, and insurance certificates.



# Request for Proposal Bid No. 680-1130-15A Parking Enforcement Services

City of Antioch, California



*Submitted to:*

**City of Antioch Police Department**  
Diane Aguinaga - Lieutenant, Field Services  
300 L Street  
Antioch, California 94509



November 30, 2015



W

**IV BID SUBMITTAL WORK SHEET - BID NO. 680-1130-15A**

**PARKING ENFORCEMENT SERVICES**

Your Company Name: SP Plus Corporation

Contact Name: Jason Johnston, Senior Vice President

Contact Phone: (213) 488-3113

Contact Email: jjohnston@spplus.com

Include the bid submittal pages (3 of 3), unattached, unstapled on the top of your proposal/submittal and attachments; retain all other bid related documents for your records.



City of Antioch  
PARKING ENFORCEMENT SERVICES  
Bid No. 680-1130-15A

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be preformed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposed bid conform to all requirements listed in this document and drawings? Yes  
If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) Net 30 Days

Company Name SP Plus Corporation

Contact Name Jason Johnston

Title Senior Vice President

Address 3470 Wilshire Boulevard, Suite 400

City/State/Zip Los Angeles, California 90010

Telephone (213) 488-3113 FAX (213) 236-0601

Email Address jjohnston@spplus.com

Contractor's License No. N/A Exp. Date \_\_\_\_\_

City of Antioch Business License No. N/A Exp. Date \_\_\_\_\_

Signature  Date 11/23/2015

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH  
Police Department  
**BID NO. 680-1130-15A**  
300 L STREET  
ANTIOCH, CA 94509

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**NON COLLUSION AFFIDAVIT**

*THIS PAGE MUST BE NOTARIZED*

City of Antioch

**PARKING ENFORCEMENT SERVICES**

Bid No. 680-1130-15A

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME Jason Johnston

SIGNATURE *Jason Johnston*

TITLE Senior Vice President

~~Subscribed and sworn to before me by:~~

~~\_\_\_\_\_~~

~~This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_~~

~~Notary Public~~

*Wrong Verbiage  
see Attached*

Bidder's Initials *W*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 17th  
day of November, 2015, by Jason Johnston

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

M Jones



# **Proposal to Provide Parking Enforcement Services Bid No. 680-1130-15A**

Antioch, California

*Submitted to:*

**City of Antioch Police Department**  
Diane Aguinaga – Lieutenant, Field Services  
300 L Street  
Antioch, California 94509



November 30, 2015

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SP Plus Corporation  
3470 Wilshire Boulevard, Suite 400  
Los Angeles, California 90010  
(818) 943-0390

**HARD COPY AND PDF VIA E-MAIL: [daquinaga@ci.antioch.ca.us](mailto:daquinaga@ci.antioch.ca.us)**

November 30, 2015

Lieutenant Diane Aguinaga  
City of Antioch Police Department  
300 L Street  
Antioch, California 94509

**RE: CITY OF ANTIOCH, CA / Bid No. 680-1130-15A  
Parking Enforcement Services for the City of Antioch**

Dear Lieutenant Aguinaga:

Thank you for the opportunity to provide a proposal for outsourcing the City of Antioch's Parking Enforcement services. As a leading national provider of parking enforcement services, citation processing, parking meter collections and maintenance, towing, booting and related on-street services (*among other off-street parking management programs*), **SP+ Municipal Services ("SP+")**, a division of industry leader SP Plus Corporation (*NASDAQ:SP, founded in 1929, collecting over \$4 billion in annual parking revenues*) is uniquely qualified to partner with the City of Antioch Police Department to provide the cost-effective, ambassador-based enforcement services contemplated on our call.

**SP+** has approximately 150 locations in the Bay Area, including public sector operations for the City of Palo Alto, the City of San Jose, the City of San Mateo, the City of San Francisco, the City of Oakland, and the County of Santa Clara, with hundreds of employees working out of our San Francisco and San Jose based regional offices.

Through operational analyses, competitive market surveys, and advanced systems and technologies, we create customized parking management and enforcement solutions that combine efficiency and value with courtesy and convenience. We are also experienced integrators of technology and automation, and have implemented multiple systems and technology applications in a variety of Downtown and suburban settings.

Our services are backed by the collective capabilities we employ while operating more than 4,000 parking facilities and operations in over 400 cities throughout the United States and Canada, with more than 2 million parking spaces under management. We are a Sarbanes-Oxley compliant, publicly traded entity.

The primary emphasis of Parking Enforcement functions and Parking Enforcement Officers (Ambassadors) is to ensure compliance with applicable local, state and federal parking regulations in clearly defined and posted parking areas. The implementation of consistent and fair parking enforcement practices will result in a higher level of parking space turnover, proper

management of metered and/or permitted areas, enhanced safety on public streets and positive public relations.

**SP+** delivers superior, customer service-oriented parking enforcement operations and on-street services that bolster civic pride, and cater to a given community's service needs and expectations. These attributes are of particular importance in Antioch given the nature of the prior and current enforcement programs.

Through careful hiring and continuous Ambassador-based training (*our firm refers to our enforcement officers as Ambassadors*), **SP+ Municipal Services** will employ a dedicated enforcement team that's effective in writing citations while maintaining good public relations.

We manage other enforcement and related on-street programs for cities such as San Mateo, Newport Beach and Santa Ana, California, and for municipalities and institutions across the country. To name a few, Miami Beach, FL; Great Falls, MT; Bloomfield, NJ; New Orleans, LA, Richmond, VA, Chelsea and Lawrence, MA, and Manitou Springs, CO, as well as George Mason University and Emory University, among several others.

We appreciate this opportunity to be of service to the Antioch Police Department, and look forward to a continued dialogue.

Sincerely,



Steve Resnick, CAPP  
Vice President, Municipal Services



Brian Scoggins, CAPP  
Director, Municipal Services





## Insurance



SP+'s in-house Risk Management Department focuses exclusively on comprehensive risk protection, safety and loss control inspections and training, and claims management. Our insurance provides liberal protection with a \$125 million casualty umbrella limit. Our casualty carriers are rated A.M. Best A+ 15.

Our coverage provides exceptional protection for our clients:

- + *Worker's Compensation insurance* in compliance with the state's Worker's Compensation Act.
- + *Employer's liability insurance* on all employees for the premises not covered by the Worker's Compensation Act, for occupational accidents or disease, for limits of not less than \$100,000 for any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified below.
- + *Garage liability insurance* on an occurrence form basis with limits of not less than \$1,000,000 per occurrence with an annual aggregate limit of \$2,000,000 per location.
- + *Garage keeper's legal liability insurance* (if applicable) insuring any and all automobiles that are parked at the premises by the operator's attendants or for which a bailment otherwise is created, with limits of liability not less than \$1,000,000 per occurrence.
- + *Comprehensive crime insurance* including employee theft, premise, transit and depositor's forgery coverage, with limits of liability as to any given occurrence of \$50,000 for monies and securities inside and outside the premises, and \$1,000,000 on account of any employee dishonesty.
- + *Umbrella liability insurance*, in excess following form, with an annual aggregate limit of \$125,000,000.

## Fidelity Insurance Coverage

Because no internal control system—no matter how well conceived and operated—can provide an absolute assurance that its objectives will be met (and because no evaluation of controls can guarantee detection of all control issues), we provide our clients with an additional layer of protection by maintaining \$1 million in fidelity insurance coverage. This coverage protects our clients against losses associated with employee dishonesty, theft, computer fraud and forgery.

## Damage Claims

When we assume management responsibility for a parking operation, we immediately institute a number of steps to minimize damage claims. Among other things, we will re-train any of the

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prior operator's employees who have been retained, focusing particular attention on safe driving habits and how to avoid vehicular damage. When incidents do occur, we have efficient procedures to expedite the claim process.

### **Damage Claims Procedures**

Over the years, we have developed and refined detailed damage claims procedures. We accept responsibility for—and quickly honor—damage claims for which the facility has liability. We do not pay claims for which the facility is not liable. Even when liability is denied, we nevertheless reply to the patron as quickly as possible.

The cornerstone of this process is a well-defined procedure that delegates responsibility for dealing with claims to the people best equipped to quickly and effectively do so. Our Facility Managers are trained to advise a claimant to properly complete and submit an Incident Report before the car is removed from the facility, since it is almost impossible to determine where damage has occurred once a vehicle leaves the facility. Properly completed Incident Reports are reviewed by the Facility Manager within 24 hours of submission. The Facility Manager then will discuss the claim with the Senior Manager within 24 hours.

We are committed to expediting the processing of all damage claims. If liability is denied, we advise the customer—in writing—as quickly as possible. We have found that contacting claimants immediately so that they know the status of their claim—even if the claim is denied—is the single biggest factor in ameliorating any negative feelings associated with the incident.

### **Damage Claims Tracking**

Reports concerning claim frequency and disposition can be compiled and forwarded to ownership as frequently as you desire. We recommend the on-site maintenance of a monthly claim log sheet. Our log sheet has proven to be an effective tool for claims management because all current claim information is available to both our staff and the property manager. Therefore, any questions regarding the progress or disposition of any claims can be answered quickly by on-site personnel.

**Sample Insurance**

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE(MM/DD/YYYY) 01/02/2015		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): 800-363-0105 E-MAIL ADDRESS:				
INSURED SP Plus Corporation 200 E Randolph Street Suite 7700 Chicago IL 60601 USA		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A: ACE American Insurance Company		22667		
		INSURER B: National Union Fire Ins Co of Pittsburgh		19445		
		INSURER C: Commerce & Industry Ins Co		19410		
		INSURER D: Lexington Insurance Company		19437		
		INSURER E: ACE Property & Casualty Insurance Co.		20699		
		INSURER F: Federal Insurance Company		20281		
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER: 570056482798</b>		<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <span style="float: right;">Limits shown are as requested</span>						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		XSLG27338860 SIR applies per policy terms & conditions	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,750,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$1,750,000 PRODUCTS - COMPIOP AGG \$1,750,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISA H08829603	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garagekeepers Limit \$2,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		BE19961770	01/01/2015	01/01/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N / A	WLRC48137933 AOS SCFC48137957 WI	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Misc Liab Cvg		023173357 Crime	01/01/2015	01/01/2016	Occurrence \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: For RFP Purposes Only. Insurance charges will include all applicable premiums and costs, as well as retained exposure charges established by the Named Insured.						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
SP Plus Corporation 200 E Randolph Street, Suite 7700 Chicago IL 60601 USA			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>			
ACORD 25 (2014/01)			©1988-2014 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD			

Holder Identifier : RFP-SP Plus  
Certificate No : 570056482798



AGENCY CUSTOMER ID: 570000025472

LOC #:



### ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570056482798		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570056482798	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :Liberty Insurance Underwriters, Inc.	19917
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
A				XSLG27338860 Garage Liability SIR applies per policy terms & conditions	01/01/2015	01/01/2016	Oth than Auto - agg \$15,000,000
							Auto Only - ea Accid \$1,750,000
							Oth than Auto - ea ac \$1,750,000
	EXCESS LIABILITY						
E				XCQG27637516 \$25M xs \$25M	01/01/2015	01/01/2016	Aggregate \$25,000,000
F				93642007 \$25M xs \$50M	01/01/2015	01/01/2016	Aggregate \$25,000,000
G				100002719910 \$50M xs \$75M	01/01/2015	01/01/2016	Aggregate \$50,000,000
							Each Occurrence \$50,000,000
	OTHER						
D	Excess Auto Lia			028339649 Auto Excess	01/01/2015	01/01/2016	Occ & Agg \$3,000,000

ACORD 101 (2008/01)

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# Insurance Broker Form

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## Insurance Broker Form

Per the RFP instructions, the Insurance Broker Form has been filled out by **SP+**'s Insurance Broker and emailed to [mwalker@ci.antioch.ca.us](mailto:mwalker@ci.antioch.ca.us).





## Pricing

### Pricing Rationale for Proposed Enforcement Program

Since there was a somewhat limited revenue history available based upon a fully implemented program, and no history to consider with regard to additional letters and follow ups being sent out by Clancy Systems and / or a third party collections firm (*current collections are averaging 43% based on the information available*), we believe it is risky for **SP+** and the Antioch Police Department to commit a full “bells and whistles” investment into a new enforcement program. Thus, we have budgeted to enable minimal up-front capital costs by the Police Department.

We would not expect the City of Antioch to implement a state of the art enforcement program (with License Plate Recognition technology etc.) that will not necessarily have a payback for a number of years. As such, **SP+** has approached this assignment and priced it using a **balanced operational methodology** that leverages our expertise in enforcing parking programs of a similar nature; socially and economically appropriate and responsible to **best suit the needs and objectives of the City of Antioch**, its stakeholders and citizens.

We are making a strong recommendation for the Police Department to stick to the basics until we can collectively determine the full potential and impact of the newly proposed enforcement program. This conservative approach will limit the PD’s and City’s initial capital exposure.

Also note that all of our recommendations are the most economically viable solution to achieve the PD’s short and mid-term goals and are modular and scalable for integration to future technology solutions.

***In line with this approach, we included the following considerations during our review of the proposed program.***

- + There is an abundance of unregulated parking space inventory in the City’s footprint. This will impact and diminish the potential revenue generated from the new enforcement program.
- + The City is collecting only 43% of its processed citations on average. Industry standard is roughly double that, but a reasonable baseline is at least 70%-75%.
- + To maximize citation revenue and close windows of opportunity for scofflaws, the City will need to better regulate its footprint (perhaps employing a comprehensive Residential Parking Permit Program, time zones etc.) and invest in additional collection efforts (Clancy charges \$.76 cents per letter).
- + The City should continue to use Clancy Systems for the proposed Pilot Program.
- + If the PD chooses to move towards a different citation processing application in the future it should use handheld devices that integrate with that new system.
- + To improve compliance, the City may need to add dozens of signs for which we will consult on its behalf at no charge. **SP+** estimates signs at approximately \$60.00 - \$85.00 per sign.

- + To be more efficient we will operate out of the PD's headquarters.
- + Our program includes two **SP+** branded rental vehicles.
- + Two officers (one Lead Enforcement Officer) working 8 hours per day, in staggered shifts, Monday through Friday and Tuesday through Saturday respectively.

### **Compensation / Payment Schedule**

***City shall reimburse SP+ within fifteen (15) days of receipt of invoice. SP+ seeks a one-month operating advance of \$12,500.***

### **Hourly Rate**

***\$35.00 per Ambassador, per hour... Our billable hours can be extrapolated and/or billed based on quarter-hour increments using our Stromberg Automated Time System.***

### **Reimbursable Expenses**

We have identified our estimated reimbursable expense line-items as shown in the format displayed below. This table is just a sample.

### **SP+ PROPOSAL OUTLINE for ANTIOCH**

Our proposed offering is structured consistent with a traditional management agreement with all aspects of the operation to be considered pass-through Reimbursable Expenses. The Management Fee option (whether hourly or based on a line-item reimbursement schedule) gives the Police Department total control of the operation and great flexibility in the line item scenario to identify all reimbursable costs.

**First Year Estimated Expense Pro Forma  
Antioch Parking Enforcement**

Year 1

**Expenses**

**Payroll & Benefits**

Salaries & Wages		66,449
Payroll Taxes & Burden		5,115
Health, Pension & 401(k)		1,889
Workers Compensation		12,825

<b>Payroll &amp; Benefit Expense</b>	<b>\$</b>	<b>86,278</b>
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**Other Operating Expenses**

Uniforms & Laundry		800
Amenities & Supplies		600
Repairs & Maintenance		6,300
License & Permits		944
Liability Insurance		9,329
Rental Expense		18,040
Telephone		1,440
Data Processing		116
Employee Processing		32
General Expense		3,097
Auto Damage and Other Claims		2,500
Start-Up Expenses		3,000

<b>Total Operating Expense</b>	<b>\$</b>	<b>46,198</b>
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**Management Fee**

Base Management Fee		15,000
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<b>Total Management Fee</b>	<b>\$</b>	<b>15,000</b>
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<b>Expense Total</b>	<b>\$</b>	<b>147,475</b>
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Antioch Parking Enforcement Expense Projections

SALARIED EMPLOYEES	EMP.	ANNUAL SALARY	ANNUAL PAID SICK/HOLIDAY VACATION	\$/WEEK	% ALLOCATED TO LOCATION	\$/WEEK	WKS.	ANNUAL EXPENSE
Senior Manager	1	\$80,000	\$0	\$1,538.46	7.5%	\$115.38	52	\$6,000
Sub-Total	1							\$6,000

OR ENTER

	Days	Total Days	% OF PAYROLL	ANNUAL EXPENSE
Vacation	0	260	0.00%	\$0
Holiday	0	260	0.00%	\$0
Sick	0	260	0.00%	\$0
Total				\$6,000

SALARIED EMPLOYEES - PAYROLL TAXES & BURDEN	RATE	ANNUAL EXPENSE
FICA	7.65%	\$459
State Unemployment (Up to: \$7,000)	5.300%	\$28
Federal Unemployment Burden (Up to: \$7,000)	0.80%	\$4
	0.00%	\$0
Total Payroll Taxes & Burden		\$491

SALARIED EMPLOYEES - HEALTH & PENSION (401K):	EMP.	> ONE YR OF SERVICE	MED+DENTAL INS. RATE	LIFE/AD&LTD	% ALLOCATION	MONTHS	401K ADMIN CHARGE FOR 401K USE	25% PAYROLL	ANNUAL EXPENSE
Senior Manager	1	0	\$0.00	\$ 34.20	3%	12			\$31
401K					3%			\$1,500	\$45
Total Health, Pension & 401K									\$76

WORKERS COMPENSATION	RATE	ANNUAL EXPENSE
Workers Compensation	19.300%	\$1,158

CANADIAN HEALTH, WELFARE, AND BURDEN	RATE	ANNUAL EXPENSE
Health, Welfare, and Burden	0.00%	\$0

PERSONNEL SCHEDULE FOR HOURLY EMPLOYEES

Positions	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Regular Hours/Week	OT Hours/Week	Factor 2%	Enter a 1 in the FT or PT column for employee status	Wage	Wtdy. Gross
Employee Group # 1	1	8	8	8	8	8		40	0.80		1	\$15.00	\$618.00
Employee Group # 2	2	8	8	8	8	8		40	0.80		1	\$13.00	\$525.60

HOURLY PERSONNEL	NO. OF EMPLOYEES	REG. HRS/WK	OT HRS/WK	TOTAL HRS/WK	\$/WEEK	WKS.	ANNUAL EXPENSE
Employee Group # 1	2	80	2	82	\$1,153.60	52	\$59,987
Employee Group # 2	0	0	0	0	\$0.00	52	\$0
Total	2	80	2	82	\$1,153.60		\$59,987

HOURLY EMPLOYEES - PAYROLL TAXES & BURDEN	RATE	ANNUAL EXPENSE
FICA	7.65%	\$1,624
State Unemployment (Up to: \$7,000)	5.30%	\$0
Federal Unemployment Burden (Up to: \$7,000)	0.80%	\$0
	0.00%	\$0
Total Payroll Taxes & Burden		\$4,624

HOURLY PERSONNEL - HEALTH & PENSION	HOURLY EMPLOYEES	# EMPLOYEES > 6 MO OF SERVICE	# EMPLOYEES > ONE YR OF SERVICE	MED+DENTAL INS. RATE	LIFE/AD&D	CONTRIBUTION	MONTHS	401 K CHARGE	TOTAL WAGES	ANNUAL EXPENSE
Full Time	0	0	0	\$ 775.41	\$0.00	\$1.25	12	0	\$0	\$0
Part Time	0	0	0	\$0.00	\$1.25		12	0	\$0	\$0
401K						3%			\$60,440	\$1,813
Total Annual Health & Pension										\$1,813

WORKERS COMPENSATION	RATE	ANNUAL EXPENSE
Workers Compensation	19.30%	\$11,667

PAYROLL SUMMARY	ANNUAL EXPENSE
Salaried Personnel Gross Payroll	\$6,000
Hourly Personnel Gross Payroll	\$59,987
Total	\$66,440
Salaried Personnel Payroll Taxes & Burden	\$491
Hourly Personnel Payroll Taxes & Burden	\$4,624
Salaried Personnel Workers Compensation	\$1,158
Hourly Personnel Workers Compensation	\$11,667
Head Taxes	\$0
Total	\$17,940
Salaried Personnel Health and 401K Expenses	\$76
Hourly Personnel Health and 401K Expenses	\$1,813
Total	\$1,889

UNIFORMS AND LAUNDRY	RATE	EMP.	MONTHS	% ALLOCATED	ANNUAL EXPENSE
Rental Program (N/A) Purchase 2 Uniforms @ \$400 ea.	\$400.00	2	1	100%	\$800
Total		2			\$800

SUPPLIES							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
Garage Supplies and Small Tools	\$60.00	per Month	12	spaces			\$600
Supply Sub - Total							\$600
Total Amenities and Supplies							\$800
REPAIRS & MAINTENANCE							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
Car Wash	\$90.00	per month	12	months			\$900
Gas Allowance(40 M/Day x 2 Cars/20 MP/G x 4.26/G)	\$275.00	per month	12	months			\$4,500
Tires	\$120.00	per month	12	months			\$1,440
Total							\$6,300
LICENSE & PERMITS							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
CA Plates / Reg	\$472.00	per year	2	per year			\$944
Total							\$944
INSURANCE							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
On-street / enforcement	5.00%	of salaries	\$95,440		Yes meter location		\$4,389
Special events and spots/entertainment	20.42%	of salaries	\$0		No special event		\$0
Property	\$1.10	per \$100 of insured value	\$0		Insured Value		\$0
Auto - Passenger	MGT - Standard \$2,471.62	per vehicle	2	vehicles			\$4,943
Total							\$9,329
RENTAL EXPENSE (NON-FINANCED)							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
City will provide Office & Parking	\$0.00	per month	12	months			\$0
Machinery and Equipment	\$0.00	per occasion	0	occasions			\$0
Stromberg clock rental	\$0.00	per clock	12	months			\$0
Vehicle (Rental Vehicles x 2)	Select Clock Type \$1,003.34	per occasion	12	occasions			\$10,040
Total							\$10,040
DEPRECIATION/AMORTIZATION							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
TELEPHONE EXPENSE							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
Local Service	\$0.00	per month	12	months			\$0
Modem / DSL	\$0.00	per month	12	months			\$0
Cell Phones / Pager (2 Phones @ \$90/Mo.)	2 \$90.00	per month	12	months			\$1,440
Total							\$1,440
TRAVEL, ACCOUNTING & LEGAL							ANNUAL EXPENSE
Total							\$0
DATA PROCESSING / ADMINISTRATION							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS	INVOICES/PARKER/EMPS	UNITS	
Payroll	Calendar \$4.48	per Biweekly	26	periods	1	employees	\$116
Total							\$116
EMPLOYEE PROCESSING							ANNUAL EXPENSE
Total							\$32
GENERAL EXPENSE							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
Offsite Storage- SECURED VEHICLE STORAGE	\$0.00	per year	24	months			\$0
Miscellaneous Contingency	2.50% \$3,098.96	per Year	1	months			\$3,097
Total							\$3,097
AUTO DAMAGE AND OTHER CLAIMS							ANNUAL EXPENSE
	RATE	UNIT	NUMBER	UNITS			
Auto Damage - Claims	\$1,000.00	per claim	0	claims			\$0
Auto Damage - Deductible	\$2,000.00	per claim	1	claims			\$2,000
Claims Processing Charge	\$600.00	per claim	0	claims			\$0
Total							\$2,000
START UP EXPENSES							EXPENSE
Estimated Annual Start up expenses (one time charges that can not be capitalized)							
	RATE	UNIT					
Expense #1	\$1,000.00	per Vehicle Branding & Light Bars					\$1,000
Expense #2	\$1,000.00	per Vehicle Branding & Light Bars					\$1,000
Expense #3	\$0.00	per one time charge					\$0
Total							\$3,000

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**Hourly Fee Projection / Citation Volumes (Estimated)**

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	Annual Growth	Year 1	Year 2
Reverse Management Fee (total of all expenses)	3.0%	132,475	133,101
Reverse Management Fee to client		<u>15,000</u>	<u>15,450</u>
		147,475	148,551
Existing Citation Volume (Approximate)	2,700		
June Citations Processed	178		
July Citations Processed	239		
<b>Total Citations Processed (June &amp; July)</b>	<b>417</b>		
June Net Citations Collected	100	\$ 4,004.00	
July Net Citations Collected	82	\$ 3,531.00	
<b>Cites Collected / Net Revenue to Antioch PD for June and July</b>	<b>182</b>	<b>\$ 7,535.00</b>	
Clancy Collection Percentage (June & July)	<b>43.645%</b>		
Average Net Revenue Per Citation	\$ 41.40		
Anticipated Annual Citations (Existing x 3)	8,100		
Est. Revenue @ \$41.40 per Citation @ 43.64% Clancy Collection Avg.	\$ 146,363		
Annual Revenue Collected by Antioch	Est. @ \$58,000		
Annual Expense	\$ 147,475.49		
Annual Hours	4,264		
Hourly Rate	\$ 34.59		

**Labor**

Using industry standards for coverage consistent with the desires of the PD, **SP+** is proposing 4,264 annual labor hours (minimum). Front-line staff consists of two on-street enforcement officers; one being the Lead Officer at a pay rate of \$15.00 per hour while the second PEO is \$13.00 per hour. Our quoted all-in hourly labor rate (\$35.00 per hour) is inclusive of all costs; payroll, anticipated supplies, taxes and insurance(s) etc.

**General Expenses**

General expenses are consistent with an enforcement and collection operation of this size. Comparable metrics from existing locations were used in conjunction with consultation from our in-house Subject Matter Experts.

**Inflation Factors**

Our pricing is static for the first six months.

### Sample Vehicles

Following are sample photos of a few of our public sector contract enforcement vehicles. Assuming we elect to utilize vehicles during the initial phase of the proposed enforcement program, we will defer to the City of Antioch as to its preferences for graphics,







# Operating Plan

## Personnel Qualifications

The personnel selected for the City of Antioch parking enforcement officer (Ambassador) positions must have certain traits and abilities that enable them to achieve expected levels of performance. Some of the most important competencies are exercising sound independent judgment and maintaining a high level of customer service.

Other areas include: knowledge of geography of the area they are enforcing; knowledge of hazards and safety precautions; ability to use a hand held computer; ability to operate a motorized vehicle or bicycle; ability to understand and apply parking regulations; ability to interact with others in a courteous and tactful manner; ability to walk for extended periods of time and the ability to work in all weather conditions.

## Job Descriptions and Responsibilities

Monitor designated streets, zones and other public areas to ensure compliance with parking policies;

- + Provide customer service by answering questions regarding directions, events, building locations and parking policies;
- + Issue citations and warnings for non-compliance with a computerized hand held computer or manual tickets. Impound, boot or relocate vehicles as directed by the City;
- + This position requires the ability to work alone and therefore employees must exercise proper judgment, tact and diplomacy dealing with people;
- + Enforcement officers are not sworn police officers and have no arresting authority;
- + Assist PD staff with activities related to parking for events. This includes but is not limited to: setting up for events, traffic control, receipt of payment for parking, and space usage control;
- + Assist PD office staff (as applicable) with activities related to permit sales during peak seasons. This includes but is not limited to data entry, collating mailings, providing frontline customer service;
- + Other related duties as assigned.

## Corporate Level Support

SP+ team members will receive substantial support from our corporate support offices in Northern California, which include:

- + **Operations**—Senior management for operations ensures consistency and uniform application of parking management policies.

- + **Purchasing**—Implements national purchasing policies for utilization at field locations.
- + **Training and Recruitment**—Develops corporate-wide recruitment and training programs for management and non-supervisory personnel.
- + **Claims**—Handles all corporate insurance and leasing issues.
- + **Finance**—Separate Accounts Payable, Accounting, Internal Audit, Payroll, and Treasury departments work together to provide billing, accounting and payroll functions for our field offices.
- + **Human Resources**—Addresses HR issues and relationships, employee benefits, and employee hiring and discharge issues.
- + **Legal**—Provides parking managers with litigation, contract maintenance, government reporting, and management/employment agreements assistance.
- + **Marketing**—Assist in the development and production of promotional and marketing materials.
- + **MIS**—Provides technical support for PCs used at parking facilities throughout the company.

### **Equipment, Improvements, or other required Capital Investment**

Our offering to the City is consistent with best practices, industry standards and our own experience. Our proposed operating plan shrinks capital considerations while still providing a scalable platform for future program growth. To limit the City's exposure, all items in the pricing list are marked as reimbursable items. Rationale follows:

- + Our response includes two **SP+** branded rental vehicles and light bars and markings (subject to PD approval).
- + Subject to mutually beneficial terms, **SP+ Municipal Services** is willing to consider negotiating a purchase, lease-back, or monthly amortization/depreciation agreement with respect to all capital assets desired by the Police Department (after the six month Pilot Program).

### **Consulting**

With our team of Municipal Subject Matter experts in-house, we will provide the following services at *no cost* to the City of Antioch. We will perform the following functions:

- + Complete municipal parking consulting services;
- + Annual evaluation of all municipal parking operations;
- + On street occupancy and turnover study;
- + Develop pricing matrix for technology, equipment and related services;
- + Prepare operational performance analysis that may be needed;
- + Conduct presentations.

## Big Picture Outlook

Our Program Approach is tailored to identify solutions and foster positive working relationships in and around the City. We will emphasize user-friendly parking themes and operations – where common sense, excellent customer service and community engagement rule the day. It is our goal to leave a lasting positive impression on all those who park on City streets. **SP+** will achieve that goal (and others) while strictly adhering to a mutually approved Scope of Work, and catering diligently to the evolving needs of the City and its parking population. A Big Picture thought process is the overriding message of our Proposal and value proposition for the City, and **SP+** will implement our plan seamlessly if we are retained. Of equal importance, all of these objectives can be achieved at a reasonable price.

## Stakeholder Engagement

We understand that there are many businesses and neighborhood groups with powerful political voices in and around the City – some of which are stakeholders in existing City programs. These groups voice their concerns over matters affecting public policy *and* parking, and this puts additional emphasis on the balance **SP+** must employ on behalf of the City to serve the needs of *all* user groups. Operating in this environment takes a skilled messenger; not only to navigate the inherent terrain, but to help identify cost-effective solutions to improve the status quo. As we have learned working with multiple cities and stakeholder groups, it's not so often the message, but rather the way that message is delivered to certain stakeholders and the general public, and how a given parking initiative serves the public good.

## Marketing Support Capabilities

**SP+** has made significant investments in human and Company resources to support marketing efforts for our clients' parking operations. In addition to advanced online system platforms and marketing capabilities, **SP+** has assembled an Interactive Marketing Department whose members have multiple years of experience with digital and traditional marketing campaigns. **SP+** has also contracted with external support agencies to ensure access to the latest technology and capabilities (see our detailed Marketing Plan herein). See [www.ParkHarrisburg.com](http://www.ParkHarrisburg.com) and <http://dca.spplusparking.com> as two (2) of many relevant municipal website examples that showcase our ability to design such websites, develop content, and offer promotional programs and valuable coupons around our parking programs.

## Customer Inquiries

Our on-site management personnel are specifically trained to be highly visible and readily available to respond to any and all questions that patrons may have. In addition, our on-site management staff will establish and maintain direct, "proactive" relationships with the various stakeholders to determine exactly what specific needs they may have, and then devise whatever programs are necessary to satisfy those needs. This one-on-one approach reinforces our dedication to customer service. All customer complaints (if applicable) that cannot be effectively resolved by the **SP+** On-site Manager are immediately forwarded to the attention of the Senior and Regional Managers respectively, and ultimately the Senior Vice President of Operations. All programs will be subject to the review and approval of the Police Department prior to their implementation.

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### **Administering Customer Complaints**

In order to effectively deal with customer service complaints, we will employ prudent complaint abatement procedures. However, with the tripling of citations issued, the City will have to anticipate and plan for additional administrative functions and cost factors (TBD). **SP+** will provide our parking personnel, including PD staff, with City of Antioch-specific complaint abatement protocol that will be further bolstered by our extensive operational and customer service training, as referenced below. We will augment our training program to include site-specific complaint abatement procedures while employing a multi-faceted monitoring system designed to ensure satisfactory on-the-job performance.

### **Training Compliance**

To guard against any new employees “slipping through the cracks,” our corporate training department monitors compliance reports to verify that each new employee has participated in the appropriate training programs.

### **Customer Surveys**

Customer surveys are routinely and randomly conducted so that your parkers can provide direct feedback and observations regarding the quality of our employees.

Adding to our expertise and customer service capabilities, we are committed to the development of tomorrow’s parking professionals (our employees, at all levels) through the International Parking Institute, and many of our existing employees hold the distinguished IPI CAPP designation, and/or are currently enrolled in the program.

### **Signage**

We develop and deploy signage as a means to parking programs to the public. We also work directly with our clients to identify and improve way-finding opportunities within their cities. We would work directly with the City to enhance the existing signage program throughout the City. Recommendations would be made and implemented within applicable budgetary constraints.



## Key Personnel

### Operating Staff

#### Robert Toy

*Executive Vice President*



Robert Toy is responsible for the company's South Division. His duties include the marketing and administration of locations from Florida to Hawaii. He has over 28 years' experience in management, leasing, project feasibility and due diligence review in the parking and transportation industry.

Mr. Toy joined **SP+** as Executive Vice President of Operations in October 2012 in connection with the Standard Parking / Central Parking merger. Most recently, Mr. Toy served as Senior Vice President of Field Operations for Central Parking. Mr. Toy began his career with Central Parking as Executive Vice President of USA Parking System, Inc., a wholly-owned subsidiary. Previously, Mr. Toy was Chief Operating Officer for Denison Parking and National Operations Director for Republic Parking. Throughout his career, Robert has been a part of many organizations, including the National Parking Association and the International Parking Institute.

#### Jason Johnston

*Senior Vice President*



Mr. Johnston is **SP+'s** Senior Vice President for the Southwest Region. Mr. Johnston began his career in the parking industry with Central Parking System in January 2005 as the Operations Manager in Los Angeles California. After one year, Jason was promoted to the position of General Manager in Los Angeles, where he successfully increased profits and market share through the implementation of technology and innovative marketing programs. In September of 2007, Jason' area of responsibility increased to include operations in Orange County, San Diego, Phoenix and Salt Lake City. In April 2011, Jason left Central Parking to assume the role of President – Duncan Services at Duncan Solutions. At Duncan Jason was successful in acquiring several of the largest municipal contracts in the country including New Orleans, Milwaukee and Montgomery County Maryland. Jason oversaw 20 municipal on street parking programs around the country during his tenure as President. In July of 2105 Jason rejoined the **SP+** team in his current capacity.

Jason has successfully implemented technologies during his career to improve profits and service. He has extensive experience in the on street municipal, off street municipal, office, residential, and stadium verticals.

**Victor A. Alistar**  
*Regional Manager*



Victor manages over 80 locations with over 200 employees in the Sacramento and Phoenix Markets, with operations ranging from high-rise office buildings to medical centers, hotels and mixed use operations. His duties include oversight of all aspects of location operations as well as strategic marketing and solicitation of management and lease contracts of parking facilities. Victor is also accountable for the contractual negotiations and financial performance of each account. He works closely with the operations executives to ensure the goals of the client are fulfilled.

Victor has a M.B.A. and a B.A. in Management from Golden Gate University.

**Subject Matter Expert Staff**

**Roamy R. Valera, CAPP**  
*Senior Vice President, Municipal and Institutional Services*



Mr. Valera has a background in the parking industry that extends over 25 years, including 11 years as a public administrator. As a Senior Vice President, Mr. Valera is the business leader for the Municipal and Institutional Services vertical, specializing in best-in-class solutions for managing parking capacity, vehicle registration, permits, fee collections, enforcement procedures, shuttle services, special event requirements, electronic reporting and maintenance of parking locations. His focus is to guide the national growth and success of the municipal, higher education and healthcare markets.

Prior to joining **SP+**, Mr. Valera served as a Vice President / Managing Principal of Timothy Haahs and Associates, where he supervised the firm's Florida operations, including project, financial management and business development. Mr. Valera also served as the Miami Parking Authority's Deputy Executive Director. He supervised all on-street and off-street operations and planning and development directives. He was also charged with the Authority's comprehensive development program, including managing capital construction projects. He has also served as the Associate Director of Professional Development for the International Parking Institute, where he handled the training and development programs for the association on a nationwide level. Mr. Valera is a Certified Administrator of Public Parking, a highly coveted certification that is sponsored by the International Parking Institute in collaboration with the University of Virginia in Charlottesville, VA. He currently serves on the board of directors of the International Parking Institute.

Mr. Valera was recognized in 2013 as the first recipient of the James Hunnicutt's Parking Professional of the Year. The award is to recognize the individual's contribution to the advancement of the parking industry. He also received the 2012 International Parking Institute Chairman's Award in recognition of his contribution to the association.

### Steve Resnick, CAPP

*Vice President, Municipal Services*



Steve Resnick supports the West and South operating divisions of SP Plus Corporation. As a municipal Subject Matter Expert, Steve is responsible for regional support and strategic planning for all states and cities west of the Mississippi and up through British Columbia.

Steve has served in a variety of professional capacities for the Company including Operations, Marketing and Business Development, during his twenty (20) year parking industry career.

A proven leader and facilitator, Steve has been responsible for and/or participated as a key executive (*and quarterback*) in several notable contract awards covering on and off-street parking management services. Steve works closely with the Company's regional PR firms, specialized consultants, and MBE/WBE/DVBE partners while navigating local, regional and national political landscapes to advance the Company's relevant municipal causes and contracts. Throughout a vast territory, Steve and his regional teams have partnered successfully with several joint venture partners to pursue large scale municipal contracts, including T2 Systems, XEROX, Duncan Solutions and others.

### Timothy Downey

*Vice President*



Regional Oversight on behalf of **SP+ Municipal Services** will be provided by Tim Downey our Vice President of the Municipal Services Vertical. Tim also serves as our Municipal Transition Team Leader providing oversight and implementation for parking operations throughout North America, specializing in operating protocol, emerging technology, and infrastructure deployments. His parking implementations have included the City of Newport Beach, CA, Houston, TX, Atlanta, GA, Pittsburgh, PA, Syracuse, NY, Rochester, NY and numerous others. He has lived across the country in support of his thirteen (13) year parking industry career with **SP+** that has highlighted consistent growth into a variety of managerial roles throughout his tenure.

### Brian P. Scoggins, CAPP

*Director of Municipal Services*



As Director of Municipal Services, Brian carries more than 30 years of parking experience including 25 years as the City of Orlando Parking Operations Manager, he is a Certified Administrator of Public Parking (CAPP) and has direct experience managing and directing all the activities for parking garage and surface lot operations, special event parking, studies and surveys, enforcement, violations processing and collection, accounting and every other aspect of parking systems. Brian serves on the board of advisors for the International Parking institute. Brian will be involved in the implementation process as well as providing ongoing oversight of the operation.



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**Mike Drow, CAPP**

*Senior Vice President, Technology Integration*



Mike Drow is Senior Vice President, Technology Integration at SP Plus Corporation, one of the largest parking and transportation management companies in North America. In his position, Mike is responsible for leading the identification and implementation of technologies into our various service lines and operating groups. He leads our efforts in electronic marketing and permitting, implementation of central command operating services, and providing consulting services on technology to clients.

Prior to joining **SP+**, Mike worked for an oil and chemical logistics company and an equipment leasing company, holding various positions in project management, finance, information technology, strategy, business development, and operations.

Mike is a Co-Chair of the International Parking Institute (IPI) Technology and Sustainability Committee and is certified as a Certified Administrator of Public Parking (CAPP), Project Management Professional (PMP) and in Production and Inventory Management (CPIM). The IPI Technology and Sustainability committee is delegated the responsibility to provide technical information to members and member organizations regarding development of new, cutting-edge technology and how it may be employed in various aspects of the parking industry. The Parking Technology Committee also contributes to the technical library of IPI.

Mike received a BS degree in Mechanical Engineering from Purdue University and an MBA degree from DePaul University, where he focused on entrepreneurship and operations management.

# Our Employees

## Our Employees

### Hiring & Pre-Employment Screening



SP+'s hiring and pre-screening process helps retain qualified employees for the long-term. In addition to reducing turnover costs, this gives our clients and parking customers the opportunity to establish the personal relationships and trust that facilitate a positive and profitable parking environment.

### Automated Recruiting Solutions

Our automated online application process provides access to a broad pool of qualified candidates in a centralized candidate database. Frontline applicants can apply 24/7 from anywhere with Internet access (or through our toll-free job hotline), and our managers can quickly identify and pre-screen potential candidates. This process greatly enhances the quality of hiring decisions and compliance with employment regulations.

### Screening, Background / Drug Checks

We use a comprehensive pre-employment screening program to make sure that only the most qualified candidates are chosen for employment. Pre-employment screening is an effective risk management tool that promotes a safe and profitable workplace by helping to limit the uncertainty inherent in the hiring process. Our pre-screening techniques significantly reduce potential violence, theft, financial loss, sexual harassment and other workplace problems.

Every employee is vetted through a background check specifically geared to their job duties and responsibilities. These checks include (depending on the position) Social Security Number validation, criminal background (including applicable arrest record), motor vehicle record, credit, and employment and education verification. All operations candidates also must pass a pre-employment drug test.

### Preliminary Pre-Interview Screening

At the front-end of the process, we often use a professional telephone interviewing service to pre-screen candidates before they are invited in for formal interviews. Hiring managers are trained in how to narrow down the potential pool of applicants to qualified individuals, and how to thoroughly check employment and personal references.

### Prior Operator Employee Retention

When we assume management responsibility of an existing parking operation from another operator, we typically consult with the client and interview existing personnel in an attempt to retain those qualified employees who have an operating history at that particular facility. Our experience has been that replacing existing staff members—who often are quite knowledgeable

about existing conditions and the personal idiosyncrasies of regular parkers—merely for the sake of change often is unnecessary and, in fact, counterproductive since their retention usually enhances and facilitates a smooth transition. Thus, our preference is to retain qualified staff members when possible, and to focus instead on teaching them new techniques as necessary in the context of our performance standards and expectations.

## Employee Training / SP+ University<sup>SM</sup>



Our reputation for excellence in on-site management is built on a comprehensive, award-winning training system. The process identifies and develops the skills and behaviors required to enable all of our employees to perform up to our stringent expectations. No other parking company places as high a premium on customer service enhancement and its positive linkage to a professional, in-house training department.

The National Parking Association's Certified Parking Professional (CPP) [formerly Certified Parking Facility Manager (CPFM)] program establishes an industry-wide standard of parking operational knowledge that is accepted by all parking management companies. We lead the industry with the most CPP and CPFM managers of any parking company in the United States.

Tapping the Internet as a training resource, our in-house, web-based training system—**SP+ University<sup>SM</sup>**—supplements formal classroom and frontline training programs.

Most importantly, we recognize that every location has unique, individual requirements for defining and carrying out operational excellence. To that end, we always consult with our clients to ensure that all operational expectations and location-specific needs are identified and addressed in the development of our training solutions.

## Frontline Training, Right from the Start

Well trained, professionally attired and groomed frontline employees are the people most responsible for delivering excellent customer service. Training new frontline employees—cashiers, valet attendants, maintenance workers and shuttle bus drivers—begins on the day of hire with an orientation session that, in addition to formally introducing the company to the employee, sets out the specific technical and customer service training programs the employee will be required to attend. Orientation is promptly followed by technical skills training, which provides employees with the mentored, on-the-job learning experience needed to begin contributing to facility performance right from the start.

## Mastering the Three Keys to Customer Satisfaction

Within the first three months of employment comes the enhancement of customer service skills through our targeted Three Keys to Customer Satisfaction classroom-based training program. Our reputation for outstanding customer service has been built on these formal training sessions that emphasize facility and employee appearance, constructive customer relations and positive resolution of customer inquiries and concerns.

- + *Key #1—First Impressions: Facility and Employee Appearance.* Employees learn the importance—both for themselves and the parking facility—of maintaining a well-groomed appearance. As the company’s classroom trainers point out, in just ten seconds a typical customer forms eleven distinct impressions about us and the service to be received.
- + *Key #2—Successful Customer Interactions.* Cashiers, valet attendants and bus drivers regularly interact in some way with our customers. To make sure these interactions proceed smoothly, Company trainers emphasize the importance of looking good, warmly greeting customers, communicating in a polite and professional manner, and saying good-bye with a sincere thank you.
- + *Key #3—Effectively Resolving Customer Issues.* Some customers want information, some want solutions and some just want an ear to bend. Training helps frontline employees to identify the issue and the appropriate approach to take.

These sessions optimize learning through exercises that encourage interaction between participant and trainer.

### **Recognizing and Rewarding Exceptional Customer Service: Our Kudos Program**

To reward an employee’s exceptional customer service or exceeding operational standards as noted by co-workers, managers and customers, we’ll feature the employee in our corporate communications and on our Intranet. The employee will also receive a certificate of appreciation and a gift card. The employee’s manager can additionally authorize the employee to select a gift through a designated online thank you service.

### **Customer Service Coordinators**

To ensure that training objectives are met at each location, the company designates an operations manager or other administrative employee to be a Customer Service Coordinator for a group of locations. Working in partnership with the training department, the Customer Service Coordinator launches and implements new training programs, establishes the training system at new locations, manages the Strive for Excellence Program and measures the results of these programs for continuous improvement. The Customer Service Coordinator is responsible for aligning company standards with the specific needs of clients and locations.

### **Customized, Online Training Materials**

We have found that the wide array of management skills that we require—from technical skills such as accounting procedures and computer efficiency to management skills such as employee development, customer service proficiency and the ability to successfully delegate and supervise others—necessitates the use of several training methodologies. We use video-based classroom sessions, self-directed learning packages and computer-based training programs to form a comprehensive, effective program providing management employees with the tools they need to successfully manage parking facilities up to our exacting standards.

Utilizing the Internet to effectively combine and leverage these training activities, our proprietary, web-based training system—**SP+ University<sup>SM</sup>**—provides every manager with the knowledge and skills needed to successfully perform specific job responsibilities.

From a secure company web site, each facility manager's supervisor downloads **SP+ University<sup>SM</sup>** content to create a customized training plan for that manager. Each module of selected information contains corporate policies, instructions and exercises that blend learning theory with practical, on-the-job applications. The supervisor evaluates the manager's work product to ensure that the participant has mastered the content and identified location-specific requirements.

The web site also houses related materials to support continuing education and career development. Our corporate training department downloads status information from the web site to assist management in assessing the training progress of individual employees.

### **Specific Training Plans for Managers**

- + *Facility Managers.* New facility managers participate in an independent training program that includes a workbook and a supplemental video that emphasize the development of leadership skills; keys to recruiting, interviewing, hiring and training skilled employees; understanding the disciplinary process; and meeting our demanding customer service standards.

In addition, we provide our facility managers with several local resources to augment and complete their training. Each facility manager receives a computer-based training program that guides the manager through the company's online information computer database system. This computer-based training itself is then supplemented with a job and accounting guide.

- + *Senior Managers.* Our senior managers participate in a similar self-directed training program that focuses on supervisory skills as well as planning, organization, delegation and motivation. The training program design also allows managers to practice their new skills while on the job.

This supervisory skills development package is complemented with an orientation at our corporate headquarters, where each senior manager spends time enhancing his or her skills in the fields of hiring and payroll processing, revenue control and auditing procedures, profit and loss statement analysis, budget forecasting, and marketing for maximum profitability.

### **Monitoring Employee Performance**

We augment our training program with a multi-faceted monitoring system designed to ensure satisfactory on-the-job performance.

- + *Training Compliance.* To guard against any new employees “slipping through the cracks,” our corporate training department monitors compliance reports to verify that each new employee has participated in the appropriate training programs.
- + *In-house Auditing.* Members of our in-house auditing team visit locations on an annual basis to evaluate employee performance in technical as well as customer service proficiency.
- + *Senior Manager Audits.* Senior managers supplement our in-house audits by performing their own regional audits three times a year.
- + *Customer Surveys.* Customer surveys are routinely and randomly conducted so that our parkers can provide direct feedback and observations regarding the quality of our employees.

## Employee Appearance & Uniforms



We require all of our employees to be neatly uniformed and well-groomed at all times. Experience has demonstrated that proper attire and grooming also serve to enhance employee performance.

Our customary uniform consists of a white shirt with a black tie, black blazer/vest, black slacks and black, well-shined shoes. We do, however, frequently work with our clients to create uniforms that are specifically designed and tailored to be consistent with a property's distinctive logo, colors and design scheme.



MALE OPTIONS



FEMALE OPTIONS



LIGHTWEIGHT JACKETS



MODERATE WEIGHT SYSTEM







## References

### City of Newport Beach Parking System

City of Newport Beach  
100 Civic Center Drive  
Newport Beach, California 92660  
Contact: Dan Matusiewicz, Director of Finance  
Phone: (949) 644-3126  
Email: [DanM@newportbeachca.gov](mailto:DanM@newportbeachca.gov)



### Services Provided

Parking Enforcement, Meter Collections & Maintenance for 2,600 on-street spaces.

- + Scope: 2,765 on-street spaces – collection, maintenance, enforcement, and off-street surface lots controlled by Digital Luke II's.
- + Operating Since 2011; 7 year contract
- + Employees: 18
- + Revenue: \$4.6 million per year
- + Equipment: Digital Lukes and IPS meters.
- + Notes: Accept both cash and credit cards. Handle collections, maintenance, issuance of citations and surface lot parking management.
- + A true P3 Partnership – the first of its kind in California.
- + **SP+** deployed (and installed) nearly \$1 Million in new on-street infrastructure, which was fully operational in the first thirty (30) days of the contract. Installation was handled in-house by **SP+**, which saved the City thousands in up-front costs. **SP+** also instituted a Meter Hotline so that patrons could provide feedback and report meter issues, thereby allowing us to better serve the public and keep the system operational.
- + Multi-Space Stats: The City had antiquated multi-space meters deployed on a number of surface lots. The machines were unreliable and constantly broke down, which caused numerous issues (most notably patrons could not pay the machines).
- + Where applicable, we deployed Digital Luke Machines. Although these lots only represent roughly 10% of the overall system, the results were staggering by any objective measure. Machine "Up Time" went to 99.89%, Average revenue uplift of 238%, CC usage is routinely between 75-80% of the total transactions;
- + The Coin & Credit Card ONLY configurations have pushed this number allowing fewer collections routes, eliminating bill stacker jams.



### City of Richmond, VA Parking System

City of Richmond  
900 E. Broad Street, Room 1003  
Richmond, Virginia 23219  
Contact: Lynne Lancaster  
Telephone: (804) 646-6006  
Email: [lynne.lancaster@richmondgov.com](mailto:lynne.lancaster@richmondgov.com)



#### Services Provided

**SP+ Municipal Services** provides parking management for 17 city-owned parking facilities totaling 6,004 parking spaces including facilities serving the 258,000 square foot Richmond Convention Center, the 13,500 seat Richmond Coliseum and the Landmark Theatre. We also perform parking meter collection and parking enforcement services.

### City of Manitou Springs Parking System

City of Manitou Springs  
606 Manitou Avenue  
Manitou Springs, Colorado 80829  
Contact: Jack Benson, Administrator  
Phone: (719) 685-2626  
Email: [jbenson@comsgov.com](mailto:jbenson@comsgov.com)



#### Services Provided

- + Parking Management, Enforcement, Citation Processing & Meter Collections
- + Planned for and manage the entire parking program for the City of Manitou Springs consisting of parking management, parking enforcement, citation processing and meter management. Transitioned from an in-house, to outsourced parking operation.
- + Conducted feasibility study and transitioned the Central Business District area from free to paid parking and implemented an RPP program.
- + Installed, maintain, collect and operate 39 Pay-by-License Plate machines in Downtown and related residential areas. **SP+** also installed a LPR System to integrate with the Pay-by-Plate and RPP program (over 300 spaces in the CBD and several hundred in adjacent residential and tourist areas).

In addition to the above highlighted facilities, **SP+** is the industry leader in Municipal Parking, providing off-street parking management, on-street parking management, special event parking management, enforcement and meter maintenance services for municipalities, improvement districts, counties and transportation authorities across North America.

- + Broward County, Florida
- + Chicago Park District
- + Chicago Transit Authority (CTA)
- + City and County of Denver, Colorado
- + City of Anaheim, California
- + City of Attleboro, Massachusetts
- + City of Beaufort, South Carolina
- + City of Bloomfield, New Jersey
- + City of Chelsea, Massachusetts
- + City of Colorado Springs, Colorado
- + City of Coral Gables, Florida
- + City of Decatur, Georgia
- + City of Evanston, Illinois
- + City of Fort Worth, Texas
- + City of Fresno, California
- + City of Great Falls, Montana
- + City of Harrisburg, Pennsylvania
- + City of Lawrence, Massachusetts
- + City of Louisville, Kentucky
- + City of Long Beach, California
- + City of Los Angeles, California
- + City of Mesa, Arizona
- + City of Miami Beach, Florida
- + City of Mountain View, California
- + City of New Orleans, Louisiana
- + City of Newport, Rhode Island
- + City of Oakland, California
- + City of Portland, Oregon
- + City of Richardson, Texas
- + City of Riverside, California
- + City of Saint Petersburg, Florida
- + City of San Jose, California
- + City of San Mateo, California
- + City of Santa Ana, California
- + City of Santa Monica, California
- + City of Scranton, Pennsylvania
- + City of Stockton, California
- + City of Tampa, Florida
- + METRA - Chicago
- + New Jersey Transit Authority
- + Pontiac Downtown Business Assoc.
- + Port Everglades
- + Port of Jacksonville
- + Port of San Francisco
- + RTD - Denver, Colorado
- + San Francisco Municipal Transit Authority (SFMTA) (San Francisco, California)
- + Santa Clara County
- + Santa Clara Valley Transportation Authority
- + State of New Mexico
- + Tarrant County, Texas
- + Toronto Waterfront Revitalization Corporation
- + Town of Carolina Beach, North Carolina



# Company Description

## Company Description

SP Plus Corporation (NASDAQ: SP) provides professional parking, ground transportation, facility maintenance, security and event logistics services to municipalities, property owners and managers in all markets of the real estate industry.



**SP+** has nine operating divisions, each of which focuses exclusively on the idiosyncrasies and specific needs of a single vertical market. The company has more than 22,000 employees.

Under its **SP+**, Standard Parking and Central Parking brands, the company operates approximately 4,000 parking facilities and over two million parking spaces in hundreds of cities in forty-five states, Washington DC, Puerto Rico and three Canadian provinces, including parking-related and shuttle bus operations serving more than 75 airports. USA Parking System, a wholly-owned subsidiary, is one of the nation's premier valet operators, serving more four and five diamond luxury hotels and resorts than any other operator.

Not only do we park vehicles, we even park bicycles. **SP+** operates bicycle lockers and valet services at bike-friendly locations around the country. Since 1929 we have continuously focused on providing on-site parking management services at multi-level and surface parking facilities. The company believes that these management services ensure the maximize profitability per parking facility for its clients.

### Philosophy

Our organization's cultural underpinning is a commitment to put **Innovation In Operation**. That means we are constantly challenging ourselves to use our tools and cultural attributes – innovation + creativity + excellence + integrity + initiative + knowledge + technology + experience + efficiency – to develop new and better ways of doing things in order to improve the effectiveness and efficiency of everything we do. That is our promise, both to ourselves and to you.

Multiple services + market expertise + cultural commitment, delivered by 22,000+ dedicated employees. That's what **SP+** is all about.

Since 1929, **SP+** has continuously focused on providing on-site parking management services at multi-level and surface parking facilities. The company believes that these management services ensure the maximize profitability per parking facility for its clients.

Learn more about **SP+** at [www.spplus.com](http://www.spplus.com).

**SP+ Municipal Services** is a division of industry leader SP Plus Corporation (NASDAQ:SP), formed in 1929 (operating for 86 years), and offers a wide-array of parking management services backed by the collective capabilities we employ in operating approximately 4,000 parking facilities in over 400 cities throughout the United States and Canada, and collecting over \$4 billion in annual parking revenues.

We manage parking (on and off-street), meter management and enforcement operations, provide maintenance services, and operate shuttle bus and ground transportation operations serving municipalities, universities, airports and other institutions throughout the United States and Canada.

A major focus of our company is the provision of parking management services to municipalities, institutions, and governmental agencies, and with over 200 such organizations as our clients, we are the most experienced municipal parking managers in the country. We have a dedicated Municipal On and Off-Street team that specializes in municipal parking operations.

**Clients include (among others):** The Cities of Portland, OR, Denver, Colorado Springs, and Manitou Springs, CO, Santa Monica, Anaheim, Newport Beach, Riverside, Santa Ana, Los Angeles, San Jose, Oakland, Palo Alto and San Mateo, CA; Tampa and Miami Beach, FL; Great Falls, MT; Bloomfield and the NJ Transit Authority, NJ; New Orleans, LA; Cambridge, MA; Navy Pier, McCormick Place, and the Chicago Park District in Chicago, IL, just to name a few.



We also have proven experience marketing and branding public parking programs, and facilitating successful stakeholder engagement programs. In addition, we have extensive experience implementing and managing various types of parking access and revenue control systems, including hardware, software, and proprietary technology applications for multiple municipal and institutional agencies and private sector clients.



# Legal Comments

## Legal Comments

The RFP and Sample Agreement have been reviewed by our Legal and Risk Management Departments. They have noted the following items that we would like to negotiate if we are selected to operate the Parking Enforcement Services.

### RFP

#### 34. Insurance

7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

- + Pollution Insurance coverage is not included in our pricing, as it was deemed not usual or customary for an enforcement operation of this nature (and presented to the City/PD accordingly). It can be obtained for a separate cost should the City/PD desire.

### Sample Agreement

#### 5. Indemnification

Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the ~~sole negligence or willful misconduct of City~~ gross negligence of willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this agreement.

- + SP+ asks that the above change be made to the section.

#### 6. Insurance.

During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A: VII unless otherwise accepted by the City in writing:

- + SP+ requests that the A.M. Best's rating be adjusted to the industry standard of "A-: VII.

## 6. Insurance; E. Other Insurance Provisions

- i. *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 II 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
  - + General Liability additional insured endorsements will be provided, however **SP+** cannot provide the exact endorsement that is requested. We can provide equivalent endorsements that will provide the same coverage.
  
- v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
  - + **SP+**'s 2015 GL policy has a \$500K Self Insured Retention. Our 2016 GL policy has a \$750K SIR. Our 2015 GKLL and WC policies have a \$250K/occurrence deductible. The 2016 deductible for the GKLL is \$250K/ occurrence and the 2016 WC deductible is \$500K / occurrence. Our 2015 Auto policy has a \$500K/occurrence deductible, and the 2016 deductible is also \$500K/ occurrence, none of which can be reduced.
  
- e. *Certificate of Insurance and Endorsements.* Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
  - + Please note that **SP+** cannot release copies of our policy. We will provide copies of the certificate of insurance and necessary endorsements but not the policy.

## 11. Miscellaneous Provisions

- a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and / or work completed when notice is received. Contractor may not terminate this Agreement.
  - + **SP+** asks that all termination provisions be made mutual or at the very least, the City would have to give the Contractor a thirty (30) day written notice if they desire to terminate.

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## Insurance Broker Form

The form states that a notice of cancellation must be provided on all policies.

- + SP Plus Corporation, not our insurance carriers will endeavor to provide a 30 day notice to client of cancellation, non-renewal, or material change.

# Sustainability

## Sustainability



**SP+**'s mission is to maximize client value through excellence in management services and the application of creativity and innovation, integrated with a commitment to being a responsible corporate citizen. Consistent with that commitment, environmental or "green" initiatives for years have become an increasingly prominent component of our culture.

We don't simply pay lip service to sustainability. We breathe it, whether in our parking facility operations, our back office processes or our activities within the parking industry generally. With this commitment, our clients can be confident that the parking experience we provide will be aligned with our clients' philosophy of acting in our customers'—and our planet's—best interests.

### Green Parking Council



We are an active member of the Green Parking Council (GPC) with Company representation at both the Board of Director and Committee levels. GPC's mission is educational and therefore serves as an information source. GPC continually gathers information about green technologies that are used in the parking industry, and strives to keep current on legislation regarding tax incentives and rebates for those technologies, thus providing economic benefits to augment the purely environmental benefits derived from such green measures.

### "Green" Parking Operations

- + *Environmental Training.* We have developed proprietary **SP+ University™** training curricula focused specifically on waste water reclamation and hazardous solid waste disposal procedures that comply with federal and local environmental rules and regulations.
- + *Parking Tickets.* Our Procurement Department prefers to do business with suppliers committed to sustainable practices, including parking ticket suppliers who use partially recycled paper and only environmentally-friendly inks. Moreover, the tickets themselves are shipped in boxes made from recycled materials.
- + *Energy-Efficient Fixtures.* We've helped clients convert thousands of inefficient light fixtures to more efficient models. EPA statistics reflecting the environmental impact of converting only 100 inefficient fixtures:

<u>Annual Reductions</u>	<u>Equivalents</u>
107,000 lbs. of carbon dioxide	Planting 14 acres of trees
434 lbs. of sulfur dioxide	Saving 9,550 gallons of gas
175 lbs. of nitrogen oxides	Taking 10 cars off the road

Applying these statistics to the thousands of fixtures we've converted translates into dramatic environmental benefits.

- + *Car Pool and Bicycle Programs.* We work with clients to implement custom-designed car pool programs and our new SPokes<sup>SM</sup> bicycle use program, which allows monthly parking customers at our locations to use custom designed beach cruisers free of charge, whether for exercise, sightseeing or other personal enjoyment, or even for errands that otherwise would require automobile use.

- + *Bicycle Parking.* In today's greener world, many commuters utilize bicycles instead of automobiles. **SP+** offers solutions to help cyclists park their bikes such as installing and managing bike lockers and bike corrals in our parking facilities. In addition, for large bicycle friendly events, **SP+** can set up bike valets capable of parking and safely storing hundreds of bicycles. One of our bicycle valet operations parks over 25,000 bicycles a year during special events.



- + *Electric Vehicle Charging Stations.* Having anticipated the increased prevalence of the electric vehicle as a game-changer in the automotive industry's contribution towards sustainability, we have established relationships with various distributors of vehicle charging stations. We are working with them to facilitate charging station installation in various cities and facilities throughout the country.



- + *Preferred Parking for Hybrid Vehicles and Scooters.* We assess the viability of offering preferred parking spaces as a means of rewarding and incentivizing the use of hybrid vehicles and scooters.

- + *Vehicle Procurement.* Where our operations require vehicles, we will purchase alternative fuel, hybrid, clean diesel or the most fuel efficient vehicle available, if possible.

- + *Paper Reduction, Green Supplies, Recycling, Environmental Event Participation.* We are committed to the reduced use of paper, green office and cleaning supplies, and recycling at client properties, and to participating in environmental awareness events.

- + *Online, Paperless iProcurement and iPayables Procurement and Accounts Payable Systems.* The company's procurement and accounts payable processes have been converted to online, electronic formats. As a consequence, we not only made those processes more efficient from speed and financial control standpoints, but we also eliminated the large quantities of paper historically associated with the process of procuring and paying for the goods and services used throughout our North American operations.

- + *Concur Online Expense Reporting System.* Continuing our commitment to efficiency and the elimination of paper to further reduce our carbon footprint, the company utilizes a fully automated, online expense reporting and reimbursement system. Expense receipts are uploaded to the system electronically, linked by the software with the associated expense report and then submitted for processing and reimbursement, all without creating a single sheet of paper. Efficient for the company, the system expedites expense reimbursements to our employees and is considerate of our environment.

## “Green” Back Office Operations

- + *Computing Platforms and Processes.* We were awarded Oracle’s Empower the Green Enterprise Award in recognition of our use of technology and re-engineered back office processes that each year are projected to save:
  - 312 tons of paper
  - 600,000 lbs. of solid waste
  - 624 tons of trees
  - 19,000 lbs. of emissions
  - 5.1 million gallons of water
- + *Financial Reporting.* Our proprietary Client View<sup>®</sup> software provides clients with secure, around-the-clock, online access to financial statements and detailed back-up. Since all reports and supporting documentation can be electronically stored, clients need only print materials that they need for specific purposes. By delivering monthly financial reports electronically, we have eliminated the need to print up to 40,000 packages of hard copy financial reports every year.
- + *Electronic Workforce Time and Attendance System.* We have eliminated the waste associated with conventional paper-based time and attendance recording systems by using a paperless time and attendance system.
- + *Document Retention.* Our long-term Enterprise Risk Management objective is to replace historical practices of printing and storing hard paper copies with a Company-wide electronic document storage system. When fully implemented, the overall impact on our use of paper—and thus the beneficial effect on the environment—will be dramatic.



+ integrity + technology + innovation + initiative + knowledge + creativity



**Steve Resnick, CAPP**  
Vice President, Municipal Services  
3470 Wilshire Boulevard, Suite 400  
Los Angeles, CA 90010  
(213) 488-3174  
[sresnick@spplus.com](mailto:sresnick@spplus.com)

**Brian Scoggins, CAPP**  
Director, Municipal Services  
308 Thompson Bridge Road  
Maryville, Tennessee 37801  
(407) 947-2109  
[bscoggins@spplus.com](mailto:bscoggins@spplus.com)

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November 25, 2015

Re: City of Antioch RFP – Insurance Requirements

To Whom It May Concern:

Included within the email/attachments you will note the City of Antioch Contract Insurance Requirements. Within the said requirements you will find the forms completed, but with some hand written notes. Please see my notes below, which reflect those written notes found within the Insurance Requirements.

- Certificate of Insurance Requirements – 10<sup>th</sup> bullet down: the umbrella policy is only follow form per policy provisions (the umbrella policy contains certain exclusions, to say that is 100% follow for is not accurate).
- Section 4 – this section was checked against the current policy, as the 12/1/2015-16 renewal has yet to be bound. The current policy does meet the requirements.
- Primary Coverage – AIG is able to add primary non-contributory wording, however it will have to be endorsed to the policy if the bid is won.

If you have any questions pertaining to the above notations, please do not hesitate to contact me accordingly.

Sincerely,

Kelly Tresick  
Account Specialist

## CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

**NOTE TO CONTRACTOR:** Forward this document to your insurance broker.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**NOTE TO BROKER:**

Please initial each item as completed and email back to [mwalker@ci.antioch.ca.us](mailto:mwalker@ci.antioch.ca.us)

All certificates and endorsements must be emailed to [mwalker@ci.antioch.ca.us](mailto:mwalker@ci.antioch.ca.us), with the name of the contract clearly identified on the certificates and endorsements *AND* annual renewals automatically be generated and emailed as instructed. Your efforts to reduce unnecessary paper production and manual paper processing is appreciated; electronic mail only.

**CERTIFICATE OF INSURANCE REQUIREMENTS:**

- Certificate holder includes City and the specific Department, so it is routed to the right person.
- Their insured's name is the same as the Contractor named in the contract.
- Insurer meets A.M. Best acceptable ratings standards (A, VII).  
<http://www3.ambest.com/ratings/entities/search.aspx?altsrc=25&URATINGID=9827>
- Insurer is admitted in California or is an acceptable non-admitted insurer.  
<https://interactive.web.insurance.ca.gov/companyprofile/companyprofile?event=companyProfile>
- Descriptions of operations, locations, dates at the bottom of Certificate are accurate.
- Policy periods are current; a tickler is set to get updated certificates if the contract period runs beyond the policy expiration date.
- Certificate includes the broker's/agent's signature.
- Certificate shows coverage for each category of insurance required in the contract: these can include Liability; Auto; Workers Compensation/Employer's Liability; Professional Liability (*aka: Errors & Omissions*).
- Limits at least as high as the minimum required in the contract, for each required coverage.
  - The limits must meet the per Occurrence amount, not the Aggregate amount.
  - Excess or Umbrella coverage is provided if the primary policy does not meet the limits.
- Excess or Umbrella policies have the same coverage period as the primary policy.
  - If Excess form is provided, it is always "following form" to the primary policy.
  - If Umbrella coverage is provided, it must be confirmed in writing that it is "following form." ("Following form" simply means it provides the same coverage as the Primary policy.)
- Workers Compensation provides Statutory Limits & Employers Liability coverage. (*This coverage is not required if the owner has no employees.*)
- The Self-Insured Retention (*SIR or deductible*), if any, is acceptable per contract terms.
- Auto liability covers "any auto" (*or non-owned & hired if contractor has no autos. This coverage is required when vehicles are used in performance of the actual job, not to and from a job.*)
- General liability coverage is on an "occurrence" basis, not "claims-made" basis (*rarely an issue except on Professional Liability/E&O policies, where "claims-made" policy is acceptable*).

Please see  
attached letter  
(RT)

## CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

### MINIMUM SCOPE AND LIMIT OF INSURANCE

#### 1. Commercial General Liability (CGL) - Insurance Services Office Form CG 00 01

**Certificate Requirement:** General liability coverage is on an "occurrence" basis, not "claims-made" basis (*rarely an issue except on Professional Liability/E&O policies, where "claims-made" policy is acceptable*).

Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

#### 2. Automobile Liability - Insurance Services Office Form CA 0001

**Certificate Requirement:** Auto liability covers "any auto" (*or non-owned & hired if contractor has no autos. This coverage is required when vehicles are used in performance of the actual job, not to and from a job.*)


Covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage

#### 3. Workers' Compensation

**Certificate Requirement:** Workers Compensation provides Statutory Limits & Employers Liability coverage. (*This coverage is not required if the owner has no employees.*)

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

#### 4. Professional Liability \*(Errors and Omissions): - *Not required for Maintenance Service Contracts*

*2016 policy yet to be renewed; current policy meets requirements*   
Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable – see footnote next page) If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

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

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

**Certificate Requirement:** Additional Insured Status forms –the appropriate form numbers are provided (see the lower left corner). (*Construction jobs require BOTH CG 20 10 10 01 and CG 20 37 10 01 or if custom, those with the same indemnity wording. CG 20 37 10 01 provides completed operations coverage.*) (*An Additional Insured endorsement is not necessary for Auto coverage or Professional Liability.*)

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01).

## CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

### JK Primary Coverage

**Certificate Requirement: Primary Coverage to the City** Is provided under Liability coverage.

*would be added via endorsement (E)*

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

### JK Notice of Cancellation

**Certificate Requirement: Notice of Cancellation is provided on all policies.**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity via email to: [mwalker@ci.antioch.ca.us](mailto:mwalker@ci.antioch.ca.us)

### JK Waiver of Subrogation

**Certificate Requirement: Waiver of Subrogation is provided under Workers' Compensation and Property coverage.**

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

### JK Deductibles and Self-Insured Retentions

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

### JK Acceptability of Insurers A.M. Best Rating \_\_\_\_\_ Explain if less than A:VII \_\_\_\_\_

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### JK Claims Made Policies (note – should be applicable only to professional liability, see below)

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

### JK Verification of Coverage

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> SP Plus Corporation Standard Parking 200 E Randolph Street, Suite 7700 Chicago IL 60601 USA	INSURER A: Commerce & Industry Ins Co		19410
	INSURER B: Federal Insurance Company		20281
	INSURER C: ACE Property & Casualty Insurance Co.		20699
	INSURER D: Liberty Insurance Underwriters, Inc.		19917
	INSURER E: National Union Fire Ins Co of Pittsburgh		19445
	INSURER F: New Hampshire Ins Co		23841

Holder Identifier :

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 570061214652</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included <input checked="" type="checkbox"/> Garage Liability Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL2039069 SIR applies per policy terms & conditions	01/01/2016	01/01/2017	EACH OCCURRENCE	\$3,000,000
E	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp/Coll			CA 9734173 AOS CA 9734174 MA CA 9734175 VA	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			BE19086669	01/01/2016	01/01/2017	EACH OCCURRENCE	\$25,000,000
F	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC068022263 AOS WC068022270 RETRO	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
F					01/01/2016	01/01/2017	E.L. EACH ACCIDENT	\$1,000,000
F							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
F							E.L. DISEASE-POLICY LIMIT	\$1,000,000
H	Misc Liab Cvg			SAA50414480000 Crime SAA50414490000 Crime XS	01/01/2016	01/01/2017	Occurrence	\$1,000,000

Certificate No : 570061214652

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Location - 42574.  
Insurance charges will include all applicable premiums and costs, as well as retained exposure charges established by the Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Antioch 300 L Street Antioch CA 94509 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
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# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570061214652			
CARRIER See Certificate Number: 570061214652	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :The Insurance Co of the State of PA	19429
INSURER H :Great American Insurance Co.	16691
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
C				XCQG27921103001 \$25M xs \$25M	01/01/2016	01/01/2017	Aggregate	\$25,000,000
B				93642007 \$25M xs \$50M	01/01/2016	01/01/2017	Aggregate	\$25,000,000
D				100002719911 \$50M xs \$75M	01/01/2016	01/01/2017	Aggregate	\$50,000,000
							Each Occurrence	\$50,000,000
	WORKERS COMPENSATION							
F		N/A		WC068022264 IL KY NC NH UT	01/01/2016	01/01/2017		
F		N/A		WC068022265 NJ PA	01/01/2016	01/01/2017		
F		N/A		WC068022266 AZ VA	01/01/2016	01/01/2017		
F		N/A		WC068022267 FL	01/01/2016	01/01/2017		
F		N/A		WC068022268 CA	01/01/2016	01/01/2017		
F				WC068022271 ME	01/01/2016	01/01/2017		







## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016

**TO:** Honorable Mayor and Members of the City Council

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

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

**SUBJECT:** Final Acceptance of the Country Hills Drive and Vista Grande Drive Water Main Replacement, (P.W. 503-16)

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution accepting work and authorizing the Assistant City Manager/Public Works Director/City Engineer to file a Notice of Completion for the Country Hills Drive and Vista Grande Drive Water Main Replacement project.

### **STRATEGIC PURPOSE**

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

### **FISCAL IMPACT**

The final construction contract price for this project is \$942,662.49 with funding from the Water System Improvement Fund.

### **DISCUSSION**

On February 9, 2016, the City Council awarded a contract to A-S Pipelines, Inc. of Pittsburg in the amount of \$983,690 to replace 3,735 lineal feet of water main and related deteriorating water facilities on Country Hills Drive from Vista Grande Drive to Canada Valley Road and Vista Grande Drive from Lone Tree Way to Country Hills Drive and install new cathodic protection facilities within the project area.

On September 2, 2016, the contractor completed all work associated with this project.

### **ATTACHMENTS**

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

# ATTACHMENT "A"

**RESOLUTION NO. 2016/\*\***  
**RESOLUTION ACCEPTING WORK AND AUTHORIZING**  
**THE ASSISTANT CITY MANAGER/PUBLIC WORKS DIRECTOR/CITY ENGINEER**  
**TO FILE A NOTICE OF COMPLETION FOR THE**  
**COUNTRY HILLS DRIVE AND VISTA GRANDE DRIVE WATER MAIN REPLACEMENT**  
**P.W. 503-16**

**WHEREAS**, the Assistant City Manager/Public Works Director/City Engineer, has certified the completion of all work provided to be done under and pursuant to the contract between the City of Antioch and A-S Pipelines, Inc. and;

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

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

1. The above-described work is hereby accepted.
2. The Assistant City Manager/Public Works Director/City Engineer is authorized to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 27<sup>th</sup> day of September, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

# ATTACHMENT "B"

Recorded at the request  
of and for the benefit  
of the City of Antioch

When recorded, return  
to City of Antioch  
Capital Improvements Department  
P.O. Box 5007  
Antioch, CA 94531-5007

## NOTICE OF COMPLETION FOR COUNTRY HILLS DRIVE AND VISTA GRANDE DRIVE WATER MAIN REPLACEMENT P.W. 503-16

**NOTICE IS HEREBY GIVEN** that the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and A-S Pipelines, Inc. was completed on September 2, 2016.

The surety for said project was Lexon Insurance Company.

The subject project consisted of replacing the deteriorating water facilities on Country Hills Drive from Vista Grande Drive to Canada Valley Road and Vista Grande Drive from Lone Tree Way to Country Hills Drive and install new cathodic protection facilities within the project area in Antioch, California.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
RON BERNAL, P.E.  
Assistant City Manager/Public Works Director/City Engineer



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Ahmed Abu-Aly, Associate Engineer, Capital Improvements Division *AA*

**APPROVED BY:** Ron Bernal, Assistant City Manager/Public Works Director/City Engineer *RJB*

**SUBJECT:** Final Acceptance of the Pavement Plugs and Leveling Courses at Various Locations (P.W. 328-10)

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### RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution, accepting work and authorizing the Assistant City Manager/Public Works Director/City Engineer to file a Notice of Completion for the Pavement Plugs and Leveling Courses at Various Locations project and increase the existing contract with MCK Services, Inc. for this project in the amount of \$394,842.52 for a total of \$2,891,502.52.

### STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and continuing to comply with regulatory requirements of state and federal agencies.

### FISCAL IMPACT

This action increases the contract amount by \$394,842.52 to \$2,891,502.52, which is the final construction contract price for this project. The project is funded through Gas Tax fund and funds are available in the project budget.

### DISCUSSION

On May 24, 2016, the City Council awarded a contract to MCK Services, Inc. in the amount of \$2,496,660. The work was completed on September 16, 2016, for a final cost of \$2,891,502.52, which included resurfacing and pavement rehabilitation of 53 streets, with the majority of the work occurring on Lone Tree Way, as listed in Exhibit "A" of Attachment B. The increase in the final construction cost, was due to numerous factors, including: thickening of pavement on Lone Tree Way where the asphalt exceeded 5" (5" was the specified thickness in the engineer's estimate and contract specifications used for determining the amount of asphalt for the project), additional length and width of base repair areas, thickening of the pavement sections on Golf Course Road where poor roadway subgrade conditions and pavement settlements were encountered, and replacement of additional damaged traffic signal loops. Due to the excellent price bid by the contractor, staff believes the cost of the extra work is an excellent investment in our roadway infrastructure.

**ATTACHMENTS**

- A: Resolution Accepting Work
- B: Notice of Completion, (Including List of Streets)

**ATTACHMENT "A"**

**RESOLUTION NO. 2016/\*\*  
RESOLUTION ACCEPTING WORK AND AUTHORIZING THE ASSISTANT CITY  
MANAGER/PUBLIC WORKS DIRECTOR/CITY ENGINEER TO FILE A NOTICE OF  
COMPLETION FOR THE  
PAVEMENT PLUGS AND LEVELING COURSES AT VARIOUS LOCATIONS  
P.W. 328-10**

**WHEREAS**, the Assistant City Manager/Public Works Director/City Engineer, has certified the completion of all work provided to be done under and pursuant to the contract between the City of Antioch and MCK Services, Inc. and;

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

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

1. The above-described work is hereby accepted.
2. The Assistant City Manager/Public Works Director/City Engineer is authorized 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 the contract with MCK Services, Inc. by \$394,842.52 to \$2,891,502.52.

\* \* \* \* \*

**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 27<sup>th</sup> day of September, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**ATTACHMENT "B"**

Recorded at the request  
of and for the benefit  
of the City of Antioch

When recorded, return  
to City of Antioch  
Capital Improvements Department  
P.O. Box 5007  
Antioch, CA 94531-5007

**NOTICE OF COMPLETION  
FOR  
PAVEMENT PLUGS AND LEVELING COURSES  
AT VARIOUS LOCATIONS  
P.W. 328-10**

**NOTICE IS HEREBY GIVEN** that the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and MCK Services, Inc. was completed on September 16, 2016.

The surety for said project was Fidelity and Deposit Company of Maryland.

The subject project consisted of repairs to the defective pavement areas located at the locations listed in the attached Exhibit "A" in Antioch, California.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
RON BERNAL, P.E.  
Assistant City Manager/Public Works  
Director/City Engineer

EXHIBIT "A"

**PAVEMENT PLUGS AND LEVELING COURSES AT  
VARIOUS LOCATIONS, P.W. 328-10  
LIST OF STREETS**

<b>Street</b>	<b>Boundaries</b>
Acacia Avenue	From E. 19 <sup>th</sup> Street to Belshaw Street
Alcala Street	From Putnam Street to W. Tregallas Rd.
Auto Center Drive	NB Mahogany Dr. to Railroad Crossing
Beasley Avenue	From Sunset Drive to Beasley Ave.
Belshaw Street	From E. 19 <sup>th</sup> Street to Evergreen Ave
Birch Avenue	From E. 19 <sup>th</sup> Street to Belshaw Street
Brisdale Place	From Cataline Ave to the end
Buchanan Road	From Somersville Rd. to Gentrytown Dr.
Bryan Avenue	From A Street to Beasley Avenue
Campbell Avenue	From William Reed Dr. to W. Madill St.
Cataline Avenue	From Hawthorne Ave to W. Madill Street
Chestnut Avenue	From E. 19 <sup>th</sup> Street to Belshaw Street
Coventry Court	From E. Madill Street to the end
Creed Avenue	From William Reed Dr. to W. Madill St.
D Street	From Putnam Street to W. Tregallas Rd.
Deodar Avenue	From E. 19 <sup>th</sup> Street to Belshaw Street
Diablo Avenue	From Sunset Drive to E. Madill Street
Dolores Street	From W. Tregallas Rd. to San Joaquin Ave.
E. 19 <sup>th</sup> Street	From A Street to Evergreen Ave
E. Madill Street	From A Street to Sunset Drive
El Rey Street	From W. Tregallas Rd. to Putnam Street
Elizabeth Court	From Elizabeth Lane to the end
Elizabeth Lane	From Putnam Street to Elizabeth Court
Evergreen Ave	From E. 19 <sup>th</sup> Street to Belshaw Street
F Street	From Texas Street to Drake Street
Faria Street	W. Tregallas Rd. to Alcala Street
Gem Lane	From Texas Street to Drake Street
Golf Course Entrance	From Golf Course Rd up to Club House
Golf Course Road	From Cache Peak Dr. to Frederickson Lane
Hawthorne Avenue	From Cataline Ave to the end
Hillcrest Avenue	NB at Deer Valley Road
James Donlon Blvd.	From Somersville Rd. to Hummingbird Drive
John Gildi Avenue	From William Reed Dr. to W. Madill St.
Lawrence Avenue	From Russell Drive to the end
Lindberg Street	From Lawton Street to Drake Street



**EXHIBIT "A"**


Lone Tree Way	EB from James Donlon to Hillcrest Ave.
Lone Tree Way	WB from Hillcrest Ave to James Donlon
Lone Tree Way	EB from Hillcrest Ave to Hwy 4 Bypass
Lone Tree Way	WB from Hillcrest Ave to Hwy 4 Bypass
Madill Court	From E. Madill Street to the end
McGinley Avenue	From Bryan Avenue to E. Madill Street
Newbury Avenue	From G Street to Creed Avenue
Norton Street	From W. Madill Street to the end
Rossi Avenue	From A Street to Drake Street
Russell Drive	From W. Madill Street to Russell Drive
San Joaquin Avenue	El Rey Street to W. Tregallas Rd.
Somersville Road	From Fairview Dr thru Buchanan Road
Stilwell Circle	From Cataline Ave to Cataline Ave
Sunset Drive	From Hillcrest Ave to Devpar Court
Texas Street	From A Street to G Street
W. Madill Street	From A Street to G Street
W. Madill Street & Court	From G Street to Creed Avenue
William Reed Drive	From L Street to W. Madill Street



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of September 27, 2016

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director 

**SUBJECT:** Resolution Approving the Memorandum of Understanding (MOU) Between the City of Antioch and Public Employees' Union Local 1 for the Period of April 1, 2015 – March 31, 2017 and Acknowledging the City Manager and Local 1 Representatives Execution of the MOU.

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution Approving the Memorandum of Understanding (MOU) between the City of Antioch and Public Employees' Union Local 1; and Acknowledging the City Manager and Local 1 Representatives execution of the MOU.

### **STRATEGIC PURPOSE**

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

### **FISCAL IMPACT**

On February 23, 2016 the City Council Adopted Resolution No. 2016/16 approving the Tentative Agreement with Public Employees' Union local 1. At that time, the adopted FY 2015/16 budget included a projected package cost for this bargaining unit because negotiations were underway when the budget was being prepared. The value of the tentative agreement was slightly higher than the budgeted amount, resulting in a budget impact of \$41,500 across all funds. Since the adoption of the Tentative Agreement, any fiscal impact for FY2016/17 has been incorporated into the FY2016/17 Budget.

### **DISCUSSION**

The Public Employees' Union Local 1 had a Memorandum of Understanding covering the period of April 1, 2012 – March 31, 2015. Representatives of the City and the Public Employees' Union Local 1 have been meeting and conferring in good faith for several months to negotiate a successor agreement, including completing mediation. A Tentative Agreement based on the Mediator's recommended settlement was presented to City Council on February 23, 2016. The City Council adopted Resolution No. 2016/16 approving the Tentative Agreement between the City of Antioch and Public Employees' Union local 1 for the period of April 1, 2015 – March 31, 2017 and

authorizing the Finance Director to adjust the FY2015/16 Budget. After the adoption of the Tentative Agreement, both parties continued to prepare an MOU to memorialize and replace the Tentative Agreement. A few of the highlights of the Tentative Agreement that are now incorporated into the MOU are:

- Two-year contract ending March 31, 2017.
- 2.5% wage increase effective the first full pay period of January 2016.
- 0.25% wage increase effective the first full pay period of January 2017.
- Effective December 2016, the City contribution for employees in the bargaining unit represented by Public Employees' Union Local 1 shall equal the contribution for Management-Executive bargaining unit, except that if an employee selects deferred compensation in lieu of a benefit, the reimbursement to the employee shall be reduced to 50 percent.

The attached MOU also reflects a comprehensive review and clean-up of the agreement language. Staff and Public Employees' Union Local 1 representatives read through the entire agreement and clarified language that was ambiguous or did not match actual practice. The intent is for anyone to be able to pick up the document and completely understand the provisions.

### **Side Letter**

On February 23, 2016, the City Council adopted Resolution No. 2016/17 approving the Tentative Agreement Side Letter between the City of Antioch and Public Employees' Union local 1 for the period of April 1, 2015 – March 31, 2017. The Side Letter addresses the review of the Second Shift in Public Works, established by Council Resolution No. 2002/05. None of the content of the Side Letter has changed, but the title has changed from Tentative Agreement between City of Antioch and Public Employees Local 1 to Side Letter of Agreement between the City of Antioch and Public Employees Local 1. This is included as Attachment B.

### **ATTACHMENTS**

A. Resolution Approving the Memorandum of Understanding (MOU) Between the City of Antioch and Public Employees' Union Local 1, and Acknowledging the City Manager and Local 1 Representatives Execution of the MOU

"Exhibit 1"- Memorandum of Understanding Between the City of Antioch and Public Employees' Union Local 1 for the Period of April 1, 2015 – March 31, 2017.

B. Side Letter of Agreement between The City of Antioch and public Employees Local 1

**RESOLUTION NO. 2016/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
CITY OF ANTIOCH AND PUBLIC EMPLOYEES' UNION LOCAL 1 FOR THE PERIOD  
OF APRIL 1, 2015 – MARCH 31, 2017, AND ACKNOWLEDGING THE CITY  
MANAGER AND LOCAL 1 REPRESENTATIVES EXECUTION OF THE MOU**

**WHEREAS**, the City and the Public Employees' Union Local 1 had a Memorandum of Understanding covering the period of April 1, 2012 – March 31, 2015; and

**WHEREAS**, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of Public Employees' Union Local 1 to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and Public Employees' Union Local 1 reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of April 1, 2015 through March 31, 2017, which was ratified by the membership of the Unit, and adopted by the City Council via Resolution No. 2016/16.

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

**Section 1.** That the Memorandum of Understanding (MOU) Between the City of Antioch and Public Employees' Union Local 1 for the period of April 1, 2015 – March 31, 2017, as provided in the attached "Exhibit 1" and herein incorporated by reference, is approved; and

**Section 2.** Acknowledge the City Manager and Local 1 Representatives Execution of the MOU.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 27<sup>th</sup> day of September, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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

# **MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF ANTIOCH**

**and**

**PUBLIC EMPLOYEES' UNION LOCAL 1  
REPRESENTATIONAL UNIT 1**

**APRIL 1, 2015 – MARCH 31, 2017**

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**MEMORANDUM OF UNDERSTANDING**

between

CITY OF ANTIOCH

and

PUBLIC EMPLOYEES' UNION LOCAL NO. 1

REPRESENTATIONAL UNIT NO. I

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representational unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing April 1, 2015, and ending March 31, 2017.

**ARTICLE 1**  
**RECOGNITION**

**1.1 Union Recognition**

The Public Employees' Union Local No. 1, Unit I, hereinafter referred to as the "Union", is the recognized employee organization. The following classifications are assigned to this bargaining unit:

- Aquatics Maintenance Worker I/II
- Collections Systems Worker I/II/Leadworker
- Cross-Connection Control Specialist I/II/Leadworker
- Equipment Mechanic I/II
- Equipment Operator
- Facility Maintenance Worker I/II/Leadworker
- Fleet Leadworker
- Fleet Services Technician
- General Laborer
- Landscape Maintenance Worker I/II/Leadworker
- Marina Maintenance Worker I/II
- Meter Service Worker
- Sewer Camera Truck Operator
- Street Maintenance Worker I/II/Leadworker
- Warehouse Maintenance Worker I/II/Leadworker
- Water Distribution Operator I/II/Leadworker

## 1.2 City Recognition

The Employee Relations Officer of the City of Antioch or any person or organization duly authorized by the Employee Relations Officer, is the representative of the City of Antioch, hereinafter referred to as the "City" in employer-employee relations.

## ARTICLE 2 UNION SECURITY

### 2.1 Agency Shop

- A. Represented employees shall, as a condition of employment, either:
1. Become and remain a member of the Union; or
  2. Pay to the Union an agency fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws; or
  3. Do both of the following:
    - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
    - b. Pay a sum equal to the agency shop fee described above to a non-religious, non-labor, charitable fund chosen by the employee from among the following charities:
      - (1) STAND! For Families Free of Violence  
1410 Danzig Plaza, Concord, CA 94520  
(888) 215-5555
      - (2) Child Abuse Prevention Center  
2120 Diamond Blvd., Suite 120, Concord, CA 94520  
(925) 798-0546
      - (3) Contra Costa County Employment and Human Services  
4545 Delta Fair Blvd, Antioch, CA 94509  
(925) 706-4710
- B. It shall be the sole responsibility of the Union to determine an agency shop fee, which meets the above criteria. The Union shall provide the City with a copy of the Union's agency fee procedure and each revision thereof, and shall provide notice of said procedure to bargaining unit members as required by all applicable laws. Failure by an employee to invoke the said procedure within one month after actual notice shall be a waiver by the employee of his/her right to contest the amount of the agency fee, unless otherwise required by law.

- C. Annually, the Union shall provide the City with copies of the financial report required pursuant to Section 3502.5 (f) of the California Government Code. Such report shall be available to employees in the unit within sixty (60) days after the end of the fiscal year.
- D. Such dues or fees shall, as a condition of continued employment, be deducted from the employee's paycheck on a monthly basis starting the first day of the month following the completion of thirty (30) days of employment pursuant to the procedures set forth in Section 2.2, below.
- E. The City shall provide the above information concerning the Agency Shop provisions, including the fair share/union membership form, to all new employees who become covered by this MOU.
- F. The Union shall defend, indemnify and hold harmless the City, its officers and employees, from any claims, demands, suits, or any other action, from any parties other than the Union, arising from the Agency Shop agreement and/or other Union-related deductions from employees' paychecks.

## **2.2 Dues Deduction**

The following procedures shall be observed in the withholding of employee earnings:

- A. Payroll deductions shall be for a specific amount and uniform as between employee members of the Union and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the City.
- B. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager, subject to the provisions of sub-paragraph (E) of this Section. Employees may authorize dues deductions only for the Union certified as the recognized representative of the unit to which such employees are assigned.
- C. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the union as the person authorized to receive such funds at the address specified.
- D. The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made. In the case of any employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made.

- E. All employees who are members of the Union, and all employees in the aforementioned unit who become members of the Union, shall, as a condition of employment, remain members of the Union for the duration of this Memorandum of Understanding and each year thereafter. During a period of thirty (30) days prior to the expiration of this Memorandum of Understanding, any employee who is a member of the Union shall have the right to withdraw from the Union. Employees who withdraw membership from the Union shall, at that time, exercise one of the remaining options specified in Section 2.1 A, above. Said withdrawal and exercise of alternative option shall be communicated by the employee in writing to the Employee Relations Officer who shall accept and process the written withdrawal only during the above-mentioned thirty (30) day period. A withdrawal submitted to the Employee Relations Officer outside of the thirty (30) day period shall be returned to the employee. Immediately upon the close of the above-mentioned thirty (30) day period the Employee Relations Officer shall submit to the Union a list of the employees who have rescinded their Union membership and shall notify the Union of the alternative options selected by such employees.

### **ARTICLE 3** **UNION REPRESENTATIVES**

#### **3.1 Release Time**

City employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievance are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request time off from their respective supervisor and coordinate work schedules. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

#### **3.2 Union Release Bank**

Upon request of the Union, the City shall create a Union release time bank. Employees may utilize the Union Release Time Bank for attending Union sponsored trainings or Union sponsored meetings. Use of accruals from the Union Release Time Bank must be made in 4 hour increments.

Employees represented by Local 1 may contribute their earned vacation balances to the Union Release Time Bank. Donations are irrevocable and must be made in one (1) hour increments.

The City shall develop a system to account for the Release Time Bank. The City shall provide quarterly statements to the Union, which shall include:

- An accounting of all deposits
- An accounting of all withdrawals
- The current balance of the Release Time Bank

**ARTICLE 4**  
**ACCESS TO WORK LOCATIONS**

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or his/her designee. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

**ARTICLE 5**  
**USE OF CITY FACILITIES**

City employees or the Union or their representatives may, with the prior approval of the Human Resource Director, be granted the use of City facilities during non-working hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meetings.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

**ARTICLE 6**  
**BULLETIN BOARDS**

The Union may use portions of City bulletin boards under the following conditions:

1. All material must be dated and must identify the Union that published them.
2. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Union materials.
4. If the Union does not abide by these rules, it will forfeit its right to have material posted on City bulletin boards.

**ARTICLE 7**  
**ADVANCE NOTICE**

Except in cases of emergency, reasonable advance written notice shall be given to the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and the Union shall be given the opportunity to meet with City representatives prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the City shall provide such

notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

**ARTICLE 8**  
**CITY RIGHTS**

It is the right of the City to make decisions of a managerial or administrative character including: decisions on the type, extent and standards or services to be performed, decisions on the methods, means and personnel by which the City operations and services are to be conducted, and those necessary to exercise control over City government operations in the most efficient and economical manner practicable and in the best interest of all City residents. Managerial functions and rights to which the City has not expressly modified or restricted by a specific provision of this Memorandum of Understanding shall remain with the City.

**ARTICLE 9**  
**NO DISCRIMINATION**

There shall be no discrimination based on race, creed, color, national origin, religion, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, Union activities, or any other status protected by State or Federal law against any employee or applicant for employment by the Union, the City, or anyone employed by the City.

**ARTICLE 10**  
**HOURS OF WORK, OVERTIME, CALL BACK, ACTING PAY, COMPENSATORY TIME**

**10.1 Hours of Work**

The straight-time work week shall consist of four (4) or five (5) consecutive workdays totaling forty (40) hours. First Shift: Normally, employees assigned to the first shift are scheduled to work from 7:00 a.m. to 3:30 p.m. Monday through Friday. Second Shift: Normally, employees assigned to the second shift are scheduled to work from 12:00 noon to 8:30 p.m. Tuesday through Friday and 7:00 a.m. to 3:30 p.m. on Saturday. Management reserves the right to modify work schedules to meet the operational needs of the Department. Except in the case of an emergency, an employee's work schedule shall not be changed without first providing him/her with forty-eight (48) hours advance notice of the change.

**10.2 Overtime Authorization**

All overtime must be authorized by the Department Head or his/her designated representative in advance of being worked.

Under normal circumstances full-time regular and probationary employees shall have first preference for overtime; however, during unusual/emergency situations, any employee shall be assigned to work the necessary overtime.

**10.3 Definition of Overtime**

For employees who are scheduled to work forty (40) hours a week, overtime is defined as any authorized time worked in excess of the employee's regularly scheduled work day or regularly scheduled work week. For employees who are scheduled to work less

than forty (40) hours a week, overtime is defined as any authorized time worked in excess of forty (40) hours in a workweek.

Overtime shall be compensated at the rate of one-and-one-half (1-1/2) times the employee's regular straight-time rate of pay except for work performed under the standby provisions as set forth in Sub-articles 10.5. Overtime shall be paid or accrued as compensatory time off at the employee's option. Such option is to be exercised during the pay period when the overtime is earned.

#### **10.4 Call Back**

If an employee is called back to work after leaving the workplace at quitting time, prior to 12:00 midnight, employee shall, upon reporting, receive a minimum of two (2) hours' work, or if two (2) hours' work is not furnished, a minimum of two (2) hours' pay or time and one-half (1-1/2) whichever is greater. Calls responded to after 12:00 midnight until the beginning of the day shift, unless said hours are contiguous to the employee's normal work hours and are therefore considered overtime, shall, upon reporting, receive a minimum of three (3) hours' work or if three (3) hours' work is not furnished, a minimum of three (3) hours' pay or time and one-half (1 ½) whichever is greater. The minimum call back on a recognized holiday shall be three (3) hours. This provision does not apply to instances in which the employee is called to report before the regular starting time and is worked from the time the employee reports to the regular starting time.

#### **10.5 Standby**

Any employee assigned to standby shall be compensated as follows:

For each full week (seven (7) calendar days) an employee is on primary standby assignment, said employee shall receive nineteen (19) hours of standby compensation in addition to pay for hours actually worked. Employees on secondary standby assignment shall receive twelve (12) hours of standby compensation in addition to pay for hours actually worked. Compensation shall be in pay or compensatory time off subject to the eighty (80) hour compensatory time maximum accumulation.

#### **10.6 Holiday Standby Compensation**

Employees on standby shall receive six (6) additional hours standby pay for each holiday except Thanksgiving, Christmas and New Year's when compensation shall be an additional eight (8) hours. The City may assign two additional secondary positions to the Thanksgiving, Christmas and New Year's Standby.

#### **10.7 Acting Pay**

An employee who is assigned in writing, and approved by the Department Head or his/her designee, to assume the responsibilities and to perform substantially all of the day-to-day duties of a higher paying classification for a minimum of eight (8) hours shall be paid acting pay. Acting pay shall be five percent (5%) of base pay per day or the lowest salary step in the higher classification, whichever is greater, but not to exceed the maximum of the range established for the higher classification.

Eligibility for Acting Pay shall be after the completion of five (5) working days in the acting assignment, unless a forty (40) hour qualifying period has already been completed.



Acting assignments shall be offered to the most qualified eligible employee, as determined by the Department Head. If employees' qualifications are substantially equal, as determined by the Department Head, the acting assignments shall be offered to a regular employee prior to offering the assignment to a probationary employee.

### **10.8 Compensatory Time**

An employee not authorized to work standby shall be allowed to accumulate forty (40) hours of compensatory time off. An employee authorized to work on the rotating standby system may accumulate eighty (80) hours of compensatory time off. Compensatory time off of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day compensatory time off requests shall require twenty-four (24) hours' notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

Employees may "cash out" accrued compensatory time by submitting a written request to their immediate supervisor on the form provided for such purposes. Requests to cash out accrued compensatory time will be paid during the first pay period that is at least two (2) weeks following the receipt of such request. Each cash out request must be for a minimum of ten (10) hours.

## **ARTICLE 11** **SALARIES, WAGE ESCALATOR AND SALARY**

### **11.1 Salaries**

Effective the first full pay period of January 2016 after the adoption of the agreement by the City Council, salaries shall be increased by 2.5%.

Effective the first full pay period of January 2017, salaries shall be increased by 0.25%.

### **11.2 Shift Differential**

Represented employees who are assigned to the Second Shift shall receive an additional 5.0% of their base rate of pay as Shift Differential Pay for all hours worked on the Second Shift, including all overtime hours that are an extension of such shift.

Represented employees who are regularly scheduled to work on Saturdays and Sundays shall receive an additional 5% of their base rate of pay for all hours worked on Saturdays and Sundays, including all overtime hours that are worked on Saturdays and Sundays.

### **11.3 Certification Pay**

Employees are eligible for certification pay when they possess jointly approved certificates beyond the certificates required by their classification job description. The list of jointly approved certificates is maintained by Public Works Department Administration.

Certificate Pay shall be five percent (5%) of base pay. Employees shall receive certificate pay for only one certificate at a time. If an employee possesses multiple qualifying certificates, he/she will still only receive five percent (5%) of base pay.

The City shall pay for the cost associated with one prep class. The City will reimburse employees for test/certificate fees in accordance with Section 25.14 of this MOU.

If an employee's certificate expires, the employee shall no longer be eligible for certificate pay.

The employee shall be returned to the highest position that the employee qualified for prior to the expiration of the certificate (the employee's position and pay shall be downgraded to the highest position that the employee qualified for prior to the date the certificate expired). The employee's certificate pay and position shall be reinstated upon renewal of the appropriate certificate. All cost associated with recertification due to an expired certificate shall be paid by the employee. This section also applies to required certificates.

If an employee has an additional certificate, the employee may be eligible for certificate pay for that certificate.

If an employee does not maintain a certificate, the employee will no longer be eligible for that Certificate Incentive. The employee will continue to be eligible for Certificate Incentive for any other certificate the employee maintains which qualifies for Certificate Incentive

#### **11.4 Starting Rate**

Except as herein otherwise provided, entrance salary for a new employee shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

#### **11.5 Step Increases**

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Department Head and approval by the City Manager.

If the City Manager at any time determines that it is in the City's interest, he/she may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager or his/her designee shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of this Article, an employee may receive increases in salary according to the following plan:

Step B upon completion of thirteen (13) biweekly pay periods (6 months) of service in Step A and City Manager's approval.

Step C upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step B and City Manager's approval.

Step D upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step C and City Manager's approval.

Step E upon completion of twenty-six (26) biweekly pay periods (12 months) of service

in Step D and City Manager's approval.

### **11.6 Conversion Rate**

Any monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such conversion is advisable. In determining equivalent amounts on different time basis, the Finance Director, subject to the approval of the City Manager, shall provide tables or regulations for the calculation of payment for service of less than full time. Conversion of a monthly salary rate to an hourly rate equivalent shall be made by dividing such monthly rate by 173.33 hours which is considered to be the average number of work hours per month.

Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Finance Director, subject to the approval of the City Manager.

### **11.7 Lapse of Certificate**

All employees are responsible for renewing and maintaining the certificates they acquired as minimum qualifications for the job they hold. If an employee allows a certificate to lapse, he/she shall be subject to discipline as defined in Article 20 of this Agreement.

### **11.8 Regular and Probationary Part-Time Employees**

Part-time appointments may be made when there is part-time work to be performed on a regular and continuous basis and upon certification to the Human Resources Director, by the Department Head to which the appointment is to be made, that the employee is scheduled to work continuously during a twelve (12) month period. Benefits, including life insurance, medical insurance, dental coverage, deferred compensation, retirement contributions, vacation and sick leave shall be granted. The City's contribution toward benefit premiums/cafeteria plan shall be calculated on a prorated basis by dividing the regularly scheduled hours each week by forty (40) hours. That factor shall be the percentage of the City's contributions for part-time employees. Employee's paid leave accruals shall also be calculated based on the prorated percentage factor.

In the case of part-time employees in positions, 1,040 hours of service shall equal six (6) months and 2,080 hours of service shall equal one (1) year of service.

### **11.9 Salary Survey**

The City will conduct a benchmark salary survey commencing in September 2017. The cutoff date for the collection of data shall be October 1, 2017. Any increases negotiated beyond that date shall not be included in the survey. If an agreement has a retroactive salary/benefit increase effective prior to October 1, 2017, but is not adopted until after October 1, 2017, those increases shall not be included in the salary survey. The salary survey shall include the following:

- Top Step of the Salary Range
- Bottom Step of the Salary Range
- Classic and PEPRA PERS Retirement Formula and the associated Employer and Employee contribution rates

- Any deferred compensation contributions by the employer
- Employer benefit contributions
  - Medical
  - Dental
  - Vision
  - EAP
  - LTD
  - Safety shoes

The City and Local 1 shall provide each other with a list of comparable agencies to be surveyed. The City and Local 1 will meet and select the survey agencies. The City will gather survey data and share the data with Local 1. When selecting the agencies parties will consider at least the following criteria:

- Proximity
- Sewer Collection Responsibilities
- Water Distribution Responsibilities
- Public Works responsibilities
- Community Populations
- Per capita Revenue comparisons
- Sewer and water rates of comparable agencies

The parties understand and agree that the purpose of this survey is to gather data. Completion of this survey in no way implies an intent or commitment to compensate any classifications beyond the establish salary ranges.

## ARTICLE 12 HEALTH AND WELFARE

### 12.1 Medical Insurance

- A. The City contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by PERS.
- B. The City shall pay the PERS required Minimum Employer Contribution (MEC) per month on behalf of each active and retired employee who participates in the City's health insurance plans.
- C. Except as provided herein, represented employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of

the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

### **12.2 Dental Insurance**

- A. The City shall make dental insurance available to active employees and the eligible dependents of active employees.
- B. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

### **12.3 Life Insurance**

- A. The City shall contribute the monthly premium amount necessary to purchase a \$25,000 group life insurance policy for each employee effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in the \$25,000 life insurance policy.
- B. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

### **12.4 Long-Term Disability Insurance**

- A. The City shall make a Long-Term Disability Insurance Plan available for all represented employees at the employee's expense, outside of the cafeteria plan.
- B. Enrollment in the Long-Term Disability Insurance Plan is mandatory.

### **12.5 Vision Care Insurance**

- A. The City shall make available to represented employees and the dependents of represented employees Options I, II and III of the City of Antioch Vision Plan.
- B. Enrollment in the Vision Plan is optional.

### **12.6 Employee Assistance Program**

- A. The City shall contribute the monthly premium amount on behalf of each represented employee for the City's Employee Assistance Program (EAP).
- B. Enrollment in the EAP is mandatory.

## **12.7 Gym/Health Club Reimbursement Program**

- A. The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to represented employees who provide the City with written verification of regular membership in a health club or commercial gym.
- B. Employees, who provide written proof of membership pursuant to paragraph A. above, may receive up to \$27.00 per month not to exceed 100% of the cost of such membership, on an after-tax basis.

## **12.8 Flexible Benefits (Cafeteria)**

- A. Effective December 2016 the City shall make the following contributions to the Flexible Benefits Plan on behalf of the employees:
  - 1. For each represented employee who is eligible for employee only medical coverage, the City shall contribute \$848.03 per month.
  - 2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,322.62 per month.
  - 3. For each represented employee who is eligible for family medical coverage, the City shall contribute \$ 1,645.81 per month.
- B. The City shall increase its contributions to the Flexible Benefits Plan:  
The amounts specified in Section 12.8. A of this Article will reflect increases determined pursuant to the following procedures:
  - 1. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
  - 2. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
  - 3. The City then shall divide the sum of the increases by the total current contribution to the cafeteria plan for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.
  - 4. The City would then increase the amounts provided in Section 12.8, A. by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

5. If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section 12.8.A. of this MOU by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.
- C. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
1. During the designated Open Enrollment Period each year, each employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefits Plan.
  2. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefits Plan to cover the cost of such selections.
  3. If the costs of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages received under this section to the employee's deferred compensation account subject to the plan limits.
  4. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.
  5. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

## **12.9 Alternative Health & Welfare Benefits**

- A. The City and the Union may, by mutual agreement, re-open discussions at any time during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.
- B. Except where changes are imposed upon the City and the Association by outside authority, modifications in benefits would occur only as the result of mutual agreement between the parties.

## **ARTICLE 13** **RETIREMENT**

### **13.1 Retirement**

- A. **Public Employees' Retirement System (PERS)**  
All regular status employees hired prior to January 1, 2013, and PEPRA legacy/classic members, shall be provided coverage in the Public Employees' Retirement System (PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution Rate. The City shall pay the remainder of the PERS Employer Contribution and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

Regular status employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the State-wide formula of 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPRA provisions, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS.

- B. **Medical-After-Retirement**  
For employees hired prior to September 1, 2007 the City shall provide a Medical-After-Retirement benefit in accordance with the Medical After Retirement Plan on file in the Human Resources Department. The City shall contribute a set percentage of salary each month, as determined and, as may be changed from time to time by an actuarial review.

For employees hired on or after September 1, 2007, the City will contribute one point Five (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event Local 1 requests all impacted employees to make a contribution of two point five percent (2.5%) of the employee's base salary toward the Medical After Retirement Account, the City will match such contribution, making the City's total contribution toward all impacted employees Two point Five percent (2.5%).



**ARTICLE 14**  
**HOLIDAYS**

**14.1 Holidays Observed**

The City shall observe the following holidays during the term covered by the Memorandum of Understanding:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	Third Monday, January
Lincoln's Birthday	February 12th
Washington's Birthday	Third Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	First Monday, September
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday, November
Day after Thanksgiving	Fourth Friday November
Christmas Eve	December 24th
Christmas	December 25th

**14.2 Floating Holidays**

The City shall provide two (2) floating holidays, and employees with less than six (6) months' service but at least two (2) months' service in a calendar year shall receive only one (1) floating holiday. The specific date to take said day(s) shall be mutually determined between the employee and his/her Department Head--normally five (5) working days in advance but in no instance less than twenty-four (24) hours in advance of the proposed date. The floating holidays must be taken in the calendar year and must be taken off as whole days.

**14.3 Holiday Pay**

Should an employee be called to work on a designated holiday or scheduled floating holiday, the employee shall receive holiday pay at time and one-half (1-1/2) for each portion of an hour worked.

**14.4 Holidays on Saturday/Sunday**

When a holiday falls on Saturday, the preceding work day shall be observed. When a holiday falls on Sunday, the following work day shall be observed.

**ARTICLE 15**  
**VACATION**

**15.1 Vacation Scheduling and Qualifying**

Only employees who have a minimum of six (6) months of regular status City service shall be entitled to a vacation. Vacation shall be taken off at the rate of one-half (1/2) hour increments.

The times during the calendar year at which an employee shall take vacation shall be

determined by the Department Head or his/her designee with due regard to the wishes of the employee and particular regard to the need of the City.

Vacation time of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day vacation requests shall require twenty-four (24) hours' notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

### **15.2 Vacation Benefits**

All employees shall earn an annual vacation leave as follows:

- 3.385 hours per pay period from the date of initial hire through the fourth year of service (11 days per year).
- 4.615 hours per pay period from the start of the fifth year through the ninth year of service (15 days per year).
- 5.539 hours per pay period from the start of the tenth year through the fourteenth year of service (18 days per year).
- 6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service (20 days per year).
- 7.692 hours per pay period from the start of the twentieth year of service (25 days per year).

### **15.3 Vacation Accumulation**

Employees may accrue vacation credit up to a maximum of the amount accumulated for eighteen (18) months service. At that point, the employee accrues no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of vacation credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th, and 20th years of service, the higher rate will be used for computation of the eighteen (18) months figure.

### **15.4 Vacation Pay at Termination**

Upon termination of employment, a regular or probationary employee shall be paid the cash value of their accrued vacation leave at the time of termination, as well as a pro-rated accrual amount for their final pay period.

### **15.5 Holiday During Vacation Leave**

In the event one or more observed holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave.

## **ARTICLE 16** **SICK LEAVE**

### **16.1 Benefits**

- A. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency care for seriously ill family members. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accrued at the rate of 3.692 hours per bi-weekly pay period (twelve days per year) with unlimited

accumulation.

- B. Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.
- C. If sick leave is used for other than the legitimate purposes described in paragraph F below, such use shall constitute an abuse of the sick leave benefit for which an employee may be disciplined, up to and including termination.
- D. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
- E. An employee who has been absent from work due to an illness for three (3) or more consecutive workdays may be required to submit a doctor's certificate upon his/her return to duty, if notified of such requirement prior to his/her return. Where leave abuse or excess is suspected, an employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification following any absence from work, when the employee has been given prior notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.
- F. Sick leave may be used only in the following situations:
  - 1. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
  - 2. When the employee must provide care for his/her spouse, domestic partner, parent, child or dependent, as defined by state "Kin Care Law", a maximum of six (6) days per calendar year may be used. However, an employee who maintains at least one hundred twenty (120) hours of accumulated sick leave may use additional days.
  - 3. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

### **16.2 Sick Leave Upon Termination**

An employee who terminates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of 320 hours.

### **16.3 Family and Medical Care Leave**

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy on file in the Human Resources Department. The contents shall be modified from time to time in order to reflect

administrative changes.

## **ARTICLE 17** **LEAVES OF ABSENCE**

### **17.1 Leave Without Pay**

The City Manager may grant regular employees a leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such leaves shall normally be granted to permit the employee to engage in activities that will increase the value to the City upon return or because of personal hardship. Employees may not be granted an unpaid leave of absence until all accrued leave, excluding sick leave, is taken, except that the City Manager may grant an unpaid leave of absence before all accrued leave is used if he/she determines that there is a bonafide emergency or hardship and the leave of absence is for no more than thirty (30) calendar days. Failure on the part of an employee on unpaid leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on unpaid leave of absence. The decision of the City Manager on granting or refusing to grant an unpaid leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

### **17.2 Jury Duty**

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve and travel time.

Any compensation received by an employee for such service performed on a regularly scheduled work day shall be remitted to the City. Any mileage payments received by such employee shall be retained by the employee.

### **17.3 Military Leaves of Absence**

Military leave shall be granted in accordance with State and Federal law. Within limits of military regulation, the City shall have an opportunity to determine when such leave shall be taken.

### **17.4 Industrial Disability Leave**

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California except that the City shall pay full salary during the first thirty (30) calendar days of such disability. After the first thirty (30) calendar days of such disability, the employee may use any accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employees may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) days, the employee is eligible for long-term disability benefits, in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability insurance plan unless the employee is using sick leave, vacation or compensatory

time. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her full monthly gross salary.

Medical, dental and life insurance premiums/cafeteria plan contributions shall be paid by the City for up to one (1) year during an industrial injury leave.

**17.5 Non-Industrial Disability Leave**

In the event of a non-industrial illness or injury, the employee shall be required to use all but forty (40) hours of accumulated sick leave before long-term disability benefits begin. The City shall provide a self-funded short-term disability plan for the first thirty (30) calendar day waiting period and the plan will be administered in the same manner as State Disability Insurance. The benefit from the self-funded plan shall be integrated with sick leave. If sick leave is exhausted before the end of the thirty (30) calendar day waiting period, vacation, compensation time and floating holidays may be used. The employee also may use vacation, compensation time and floating holidays beyond the thirty (30) calendar day waiting period to extend the time in which full salary can be received. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her full monthly gross salary.

Medical, dental and life insurance premiums/cafeteria plan contributions shall be paid by the City during the first six (6) months of an unpaid leave of absence.

The City reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

**17.6 Bereavement Leave**

Time off with pay to attend funerals of immediate family members (spouse, domestic partner, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, and grandchildren) shall be allowed. The actual amount of time off shall depend on the individual circumstances but normally shall not exceed three (3) work days. In unusual circumstances or when services will be held more than 500 miles from the City of Antioch, up to five (5) days of Bereavement Leave may be approved by the City Manager. Bereavement Leave in excess of three (3) days shall be charged against the employee's sick leave balance. Decisions of the City Manager shall be final and will not be greivable. The Department Head involved must be notified in advance.

**ARTICLE 18**  
**PROBATIONARY PERIOD**

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective evaluation of a new employee and for rejecting any probationary employee whose performance does not meet the required standards of work.

The initial probationary period for employees is twelve (12) months for new hires and six (6) months for promotions. Reclassifications are not subject to a probationary period. An

employee's probationary period may be extended for three (3) months on a case-by-case basis. Employees promoted while still on initial probation will serve a six (6) month promotional probationary period plus anytime still remaining on his/her initial probationary period.

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which promoted, unless discharged.

Any employee who accepts a promotion may, during the probationary period, decide to return to their former position with no loss of seniority or negative effect in future promotional hiring decisions.

## **ARTICLE 19** **LAYOFF AND REEMPLOYMENT**

### **19.1 Grounds for Layoff**

Any employee(s) having post-probationary status in position(s) in the City may be laid off when the position is no longer necessary, or for reasons of economy, lack of work or lack of funds.

### **19.2 Determination of Seniority Date**

As determined by official City payroll records, all continuous periods of services in the employ of the City shall be counted toward the establishment of an employee's City service date, including post-probationary, probationary, provisional, temporary (full-time and intermittent), as well as leaves of absence for obligatory military service while an employee with the City. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City seniority service date.

### **Leave of Absence**

In computing both City and classification seniority, all time spent on paid leave of absence shall be included and unpaid leave of absence of more than 30 consecutive calendar days shall be excluded, starting with the 31<sup>st</sup> day.

### **Appropriate Classification**

Probationary or post-probationary status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold post-probationary or probationary status.

### **Ties**

If two (2) or more employees have identical Service Dates, the tie shall be broken based on a drawing by lot.

### **19.3 Order of Layoff**

The order of layoff in the City shall be by classification based on inverse seniority as defined in 19.2, the employee in that classification with the least seniority being laid off first. In rehiring, the last employee laid off shall be the first employee rehired (by classification) until the list of former employees is exhausted. All emergency and temporary employees working in the same classifications as those identified for layoff must be laid off prior to the layoff of

probationary or post-probationary status employees.

#### **19.4 Demotion**

Before an employee with post-probationary or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which the employee was originally promoted or any subsequently created intermediate level classification for which the employee possesses the basic minimum qualifications. An employee may also transfer laterally to a vacant position or voluntarily demote to a lower classification in another series from which he/she was not promoted with the City Manager's approval providing that the employee meets the minimum qualifications for that position.

In the process of demoting, the City Seniority Date shall be utilized. Employees with the least amount of Seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step. An employee involved in a layoff does not have a right of mandatory placement to positions with a higher pay step, i.e., promotion.

A post-probationary employee may be demoted upon the employee's request; as a result of reduction in force; for inability to perform the duties of the position; for disciplinary reasons or for another just and sufficient cause. However, no employee shall be allowed to demote (either voluntary, by layoff, or as a result of a disciplinary action) into classes represented by Local 1, if said employee has not held post-probationary status in a position in the representational unit within the previous twelve (12) month period preceding the proposed demotion.

#### **19.5 Re-employment List**

The names of all probationary and post-probationary employees released or demoted from positions in the City as a result of layoff must be placed on Reemployment Lists for those classifications from which the employee was removed, as well as all other classifications to which they have demotion rights. The Reemployment List for employees who were laid off shall remain in effect for two (2) years from the date of the layoff. Said list shall remain in effect indefinitely for employees who were demoted.

Vacancies in any classification for which there is an active Reemployment List must use the Reemployment List to fill their positions and the City shall not recruit, qualify or test applicants for positions in the City's employ until reemployment lists for the particular classification have expired or exhausted.

It is the City's intent to notify all employees on reemployment lists by certified mail to fill vacancies for post-probationary positions. In the case of filling temporary vacancies, the City will attempt to provide written notification of the vacancies whenever possible. Only when time is of the essence and temporary positions need to be filled immediately will the City contact employees on reemployment lists by telephone instead of by written notification.

### **19.6 Removal from List**

If a former employee fails to accept a bona fide written offer of reemployment Certified Mail Return Receipt to last known address on record within five (5) calendar days after receipt of the offer, or if the offer is returned to the City as undeliverable or unclaimed, the employee's name will be removed permanently from the Reemployment List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest pay step for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Lists. However, the employee may decline (or accept) reemployment to a lower classification without jeopardizing the employee's standing on the Reemployment List for the classification from which the employee was originally separated.

### **19.7 Reappointment**

Upon reappointment to the classification from which the employee was originally separated or demoted, the employee has the right to be placed at the pay step which the employee held at the time of separated or demotion.

Upon reappointment to the classification from which the employee was originally separated or demoted, a medical examination may be required to determine compliance with physical/mental requirements of the position to which the employee is being re-appointed. Such examination(s) shall be performed by a City-designated physician and shall be at City expense.

Any former employee subsequently denied reemployment with the City shall retain the right of appeal through the grievance procedure.

### **19.8 Notice of Layoff Union Notification**

When it appears to the City Manager that the City Council may take action which will result in the layoff of employees in a representation unit represented by the Union, the City shall notify the Union of the possibility of such layoffs and shall offer to meet and confer regarding the implementation of the action. Such meeting should address possible alternative to layoff such as reduction in pay - time off without pay.

The City shall provide thirty (30) calendar days' notice of layoff to affected employees.

### **19.9 Benefits**

An employee who is laid off shall not accrue or be eligible for any benefits including but not limited to vacation, sick leave, holidays, medical, dental, life insurance, retirement contributions and uniforms. Any employee re-employed after a layoff shall have reinstated all sick leave accruals that the employee did not receive compensation for at the time of layoff.

### **19.10 Appeal**

Any post-probationary or probationary status employee, who is laid off or demoted as a result of layoff, who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under the Grievance Procedure. In addition, employees may review all records, including Seniority Lists, Reemployment Lists, which pertain to their classification and their rights under the provisions of the layoff policy.



## ARTICLE 20 DISCIPLINE

### 20.1 Right of Discharge

The City shall have the right to discharge, suspend, and demote any employee for cause. The City may, in lieu of a suspension or demotion and subject to the mutual agreement of the affected employee, temporarily reduce the base pay rate of any employee for a specified number of pay periods.

### 20.2 Appeals

If an employee feels he/she has been unjustly discharged, suspended or demoted or had his/her base pay rate reduced, the employee shall have the right to appeal his/her discipline through arbitration. Such appeal must be filed with the City Manager in writing within ten (10) working days (for this section working days is defined as days that City Hall is open to conduct business) from the date of discharge, suspension or demotion and unless so filed the right to appeal is lost.

### 20.3 Referral to City Manager

The City Manager shall investigate and respond to the disciplinary appeal. No disciplinary appeal may be processed below which has not first been filed and investigated in pursuance of this Sub-Article 20.3. A disciplinary appeal which remains unresolved fifteen (15) calendar days after it has been submitted in writing may be referred to Arbitration only by Local 1.

### 20.4 Appeal to Arbitration

In the event a disciplinary appeal has not been resolved by the procedures set forth above the Union, and only the Union, may file an appeal with the City Manager requesting Arbitration within fifteen (15) calendar days of the City Manager's decision.

### 20.5 Arbitration

The arbitrator shall be selected by mutual agreement between the Union and the City. If the parties are unable to mutually agree on the selection of an arbitrator, the names of the five (5) arbitrators shall be obtained from the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator.

- The fees and expenses of the arbitrator (including the cost of the list provided by California State Mediation and Conciliation Service) and court reporter shall be equally shared by the Union and the City.
- Each party, however, shall bear the cost of their own presentation, including but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, and related costs.
- Arbitrator's decisions on matters properly before them which pertain to the disciplinary actions involving the discharge, suspension, demotion or pay reduction of an employee shall be final and binding on both parties.
- The arbitrator shall have no power to add to, subtract from or alter, change or modify the terms of this Agreement or the City's Personnel Rules.

- The arbitrator shall issue a written decision within forty-five (45) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to this Agreement.

## **ARTICLE 21** **PERSONNEL RULES**

The Union agrees, upon receipt of a written request from the City, to meet and confer with representatives of the City during the term of this Agreement regarding those elements of any proposed revisions to the City's Personnel Rules that are within the scope of bargaining as that term is defined in Section 3504 of the California Government Code. If unable to reach agreement, any impasse between the parties will be resolved pursuant to the City's established impasse resolution procedures.

## **ARTICLE 22** **PERSONNEL FILES**

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

## **ARTICLE 23** **GRIEVANCE PROCEDURE**

Effective upon adoption of the MOU by the City Council

A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of the following:

Grievances filed regarding the following shall be filed at the Sub-Article 23.1 of the grievance procedure and may be processed up to and including Sub-Article 23.4 of the grievance procedure.

- Personnel Rules
- Employer/Employee Relations' Ordinance
- Memorandum of Understanding

### **23.1 Initial Discussions**

Any employee who believes that he/she has a grievance may discuss his/her complaint with the immediate supervisor in the department in which he/she works in the presence of his/her steward if desired. If the issue is not resolved, or if the employee elects to submit his/her grievance directly to Local 1, the grievance may be referred to the Department Head. If the issue is not resolved, the procedures hereafter specified may be invoked.

### **23.2 Referral to City Manager**

Any employee or any official of Local 1 may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under Sub-Article 23.3 below which has not first been filed and investigated in pursuance of this Sub-Article 23.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing to the Human Resource Director may be referred to Mediation.

### **23.3 Mediation**

In the event a grievance has not been resolved by the procedures set forth above the employee or an official of Local 1 may file a written request for mediation to the Director of Human Resources within thirty (30) calendar days of the date of issuance of the City Manager's response at Sub-Article 23.2. If the parties mutually agree to mediation, either party may request the assistance of a mediator from the State Mediation and Conciliation Service to assist with the resolution of the grievance. Mediation shall occur as soon as practicable after the initial request. The Mediator does not have the authority to impose a settlement on the parties. Any final settlement of the grievance, mutually agreed to by the parties, shall be reduced to writing and signed by the Grievant, and/or Union (if filed by the Union), and Employer. The final settlement agreement shall be binding on all parties.

All expenses of the mediator, if any, shall be shared and equally divided between the Union and/or Employee and the Employer.

### **23.4 Appeal to Arbitration**

In the event a grievance has not been resolved by the procedures set forth above, the Union, and only the Union, may file an appeal with the City Manager to advance the matter to Arbitration within fifteen (15) calendar days of the City Manager's decision.

### **23.5 Arbitration**

The arbitrator shall be selected by mutual agreement between the Union and the City. If the parties are unable to mutually agree on the selection of an arbitrator, the names of the five (5) arbitrators shall be obtained from the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator.

- The fees and expenses of the arbitrator (including the cost of the list provided by the California State Mediation and Conciliation Service) and court reporter shall be equally shared by the Union and the City.
- Each party, however, shall bear the cost of their own representation, including but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, and related costs.
- Arbitrator's decisions on matters properly before them shall be final and binding on both parties.
- The arbitrator shall have no power to add to, subtract from or alter, change or modify the terms of this Agreement or the City's Personnel Rules.
- The arbitrator shall issue a written decision within forty-five (45) calendar days of

the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to the Agreement.

## **ARTICLE 24** **OUTSIDE EMPLOYMENT**

No full-time employee shall engage in employment that constitutes a conflict of interest for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No City uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by the employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment from other than the City of Antioch without the approval of the City Manager. Such permission shall not be necessary if the outside employment is less than four (4) hours per City work day and no possible conflict of interest with his/her City employment is discernible.

## **ARTICLE 25** **SAFETY SHOES/UNIFORMS/MEALS AND MISCELLANEOUS CONDITIONS OF WORK**

### **25.1 Safety Shoes**

The City shall contribute Two Hundred Twenty-Seven Dollars and Ninety-Seven Cents (\$227.97) per fiscal year toward the purchase of safety shoes and related accessories such as socks, inner soles, shoelaces, waterproofing products, etc. Shoes and related accessories may be purchased through the voucher system. The shoe allowance shall be adjusted by the same percentage and on the same dates as the across the board wage increase received by the unit employees.

Safety shoes must meet or exceed ANSI Class 75 Standards. This means the shoe is constructed to absorb 75 pounds of impact, and a static load of not more than 2500 pounds.

### **25.2 Uniform Allowance**

Employees are required to wear the uniforms, including T-shirts, as directed by the City. The City agrees for the term of this Memorandum of Understanding to furnish four (4) sets of uniforms to new employees in this unit. The City further agrees to replace worn-out uniforms as needed. However, no more than four (4) sets of uniforms (e.g., 4 shirts and 4 pants or any combination thereof not to exceed 8 items) shall be replaced per calendar year (January 1 to December 31). In addition, one sweat shirt, safety orange color, per year will be provided. Parkas and windbreakers shall be provided to ensure proper attire is available for all weather conditions and shall be replaced as deemed necessary by the City.

Employees eligible for uniforms shall, at their option, request the substitution of one regular shirt for three (3) "T" Shirts.

Employees are to maintain said "T" shirts in a presentable form and should replacement be required, it shall be done at employee's expense. There shall be no compensation for alterations to uniforms except for initial hemming and/or cuffing.

### **25.3 Meal Periods - Outside Regular Working Hours**

It is the policy of the Public Works Department, Maintenance Division, to insure the health and welfare of its employees by providing a period for the eating of meals at regular or nearly regular times and intervals when such times or intervals fall within the hours the employee is required to work. Each employee is basically responsible to provide the employee's own meals. It is the intention of the City to provide for alternate eating arrangements when the hours or location of required duty make normal eating habits impossible or impractical. Whenever practical, employees should take meals during normal times and only use commercial establishments when the employee's normal eating arrangements cannot be used because of a requirement that he/she be on duty.

The City may provide appropriate meals and/or refreshments at the site of the work at City expense and employees will not be otherwise compensated for such meals. Normal meal times for the purpose of this policy shall be:

- Breakfast 7:00 to 7:30 a.m.
- Lunch 12:00 noon to 12:30 p.m.
- Dinner 5:00 to 5:30 p.m.
- The minimum interval between eating periods is four (4) hours.

### **25.4 Meal Payments**

When an employee is required to work:

- A. Two (2) or more hours before, and at least two (2) hours after breakfast;
- B. Four (4) hours before, and at least two (2) hours after end of scheduled work day;
- C. Four (4) hours between 5:30 p.m. and 7:00 a.m. and for each four (4) hours worked during the period;

The employee shall receive a meal allowance of eleven dollars and fifty cents (\$11.50).

### **25.5 Continuity of Work**

To avoid excessive loss of time (in transit), employees should not anticipate having work breaks or lunch consistently at the Maintenance Service Center. When a project will last an individual or crew in excess of two (2) consecutive hours, the employee(s) shall plan on taking an authorized 15-minute work break in accordance with the November 3, 1992, letter outlining the understanding between the Union and the Deputy Director.

Material and tools to complete as much work as can be practically scheduled in advance will be acquired before leaving the Service Center. Vehicle refueling will be accomplished before leaving the Service Center in the morning or upon returning to the Service Center at the end of the day.

### **25.6 Lunch Period**

The purpose of the lunch period is to allow time for the employee to eat lunch and have a brief rest period near the middle of his/her work shift. Not more than thirty (30) minutes will

be used to eat lunch. The normal time to begin the lunch period is four (4) hours after the beginning of a work shift. A wash-up period of up to fifteen (15) minutes will be allowed. In no event will any job be shut down for wash-up/lunch for more than forty-five (45) minutes--including any required travel time. Employees may use the lunch period to eat at home provided the above regulations are followed.

### **25.7 Lunch Period Delay**

In the event an employee is required to work through the lunch period, he/she shall be given reasonable time to eat lunch during the work shift. The lunch period delay is intended for unusual circumstances. If the employee works more than eight (8) hours, he/she shall receive overtime in accordance with Article 10, Section 3.

### **25.8 Educational Incentive Plan**

For classes approved by the Human Resources Director, the cost of books and tuition shall be reimbursed by the City, subject to the guidelines specified in Administrative Memorandum based on a first-come, first-served basis.

### **25.9 Health and Safety**

- A. No employee shall be expected to work in the presence of any valid safety or health hazard. Should any employee believe that such conditions exist, the employee should so notify his/her immediate supervisor to determine the degree of the existing hazard.
- B. One representative shall be selected to represent the Union on the City-wide Safety Committee.
- C. Three (3) representatives selected by Management and three (3) employee representatives selected from the Union shall constitute a Joint Union/Management Safety Committee. Appointed representatives from Management and employee representatives from the Union shall meet on a regularly scheduled basis to be mutually agreed upon. The purpose of these meetings is to recommend safety regulations, guidelines, training programs and necessary corrective action concerning conditions associated with the work environment. Representatives of the Joint Union/Management Safety Committee shall investigate and inspect, on a periodic basis, employee safety and health complaints which have not been corrected by the responsible supervisor. The findings of this investigative team shall be presented to the Joint Union/Management Safety Committee for appropriate action.

Any failure on the part of the City to take corrective action on joint recommendations shall be subject to the grievance procedure.

- D. The City shall continue the present practice of providing safety glasses.
- E. Safety Equipment - The City and Union will refer recommendations of the Park, Street Maintenance, and Water and Sewer employees to the City's Safety Committee for consideration and action. Said action, if any, should be directed

at the definition of the problem, identification of possible alternative solutions considering practicality and economy.

#### **25.10 Contract Work**

The City shall notify the Union if it proposes contracting or subcontracting work customarily performed by members of the Union bargaining unit a minimum of sixty (60) days prior to any proposed action to take place, the Union shall be given an opportunity to discuss the effect of the proposed action upon its members and upon request, to propose an effective and economical alternative way in which such services could continue to be provided by the City's own employees. In the event that the City decides to contract or subcontract work, the City will: (1) make reasonable efforts to transfer affected employees to positions for which they meet minimum qualifications, and (2) pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor. However, the City does not guarantee employment in the event work is no longer performed by City employees. The foregoing shall not apply in the event the required employees or equipment is not available.

#### **25.11 Notice of Classification Modification**

The Union shall be notified when the City anticipates or needs to modify, add or delete job classifications which modification, addition or deletion might impact wages, benefits or working conditions currently covered by the City's existing agreement and/or the makeup of the bargaining unit. All issues requiring meet and confer processes with the Union shall be undertaken accordingly.

#### **25.12 Temporary Assignments**

The City shall not hire employees in a temporary capacity for more than 2080 continuous hours.

#### **25.13 Promotion**

If there are four (4) or more names on a promotional list, only that list and no open list shall be certified to the department and the selection made to fill the vacancy shall be from that promotional list.

Nothing in this provision will prevent the City from holding concurrent open and promotional recruitments so that an open list exists if there are insufficient names on the promotional list.

This provision applies only to positions in this unit.

#### **25.14 Test/Certificate Fees**

The City shall continue its practice of paying for test fees and fees required to obtain and renew certificates but only for employees who take and successfully complete the requirements (including tests) for certification or licensing.

#### **25.15 Electronic Monitoring Devices**

Whenever the City acquires a piece of equipment, including a motor vehicle, that is equipped with electronic monitoring devices, the City shall provide written notification of such devices to the Union within fourteen (14) days.

**25.16 Alcohol and Drug Testing Policy**

The parties have agreed to the Alcohol and Drug Testing policy submitted to Local 1 on September 14, 2005.

**25.17 Minimum Rest Periods**

Whenever a represented employee has worked twelve (12) or more hours within a twenty-four (24) hour period and the assigned supervisor determines that it is unsafe for the employee to continue working, the supervisor may terminate the employee's work period. If at any time, a represented employee feels he/she cannot continue to work safely because of fatigue, the employee shall notify his/her supervisor immediately.

Employees who are sent home due to fatigue normally shall have a minimum of eight (8) hours off work between the time that he/she is sent home and when he/she reports back to work. If the eight-hour rest period extends into the employee's next regularly scheduled workday, he/she shall be paid at the straight time rate of pay for those rest hours that are a part of his/her regular workday.

For an employee returning from a eight (8) hour rest period that has extended into his/her regular work shift, the work day shall be determined to have started upon the employee's return to work for the purposes of breaks, meal periods. The employee's quit time will be the same as if he/she had reported for work at the employee's normal start time.

In the case of a declared emergency, the eight (8) hour rest periods may be suspended for the duration of the emergency.

**ARTICLE 26**  
**SEPARABILITY OF PROVISIONS**

Should any article, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation, the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

The provisions of this Memorandum of Understanding are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.

**ARTICLE 27**  
**PAST PRACTICES AND EXISTING MEMORANDUM OF UNDERSTANDING**

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of



Understanding, side letters, and/or other agreements between the City and the Union.

The undersigned City and Union representatives agree that they have reached an understanding relative to the above provisions which have application to the employees of Representational Unit No. 1 and that the parties hereto jointly recommend that the City Council adopt an appropriate resolution ratifying those provisions of this Memorandum of Understanding.

CITY OF ANTIOCH:

By: 

Steve Duran, City Manager

Dated: 09/09/2016

PUBLIC EMPLOYEES UNION LOCAL 1:

By: 

Michael Davis, Business Agent

By: 

Todd Northam, President

By: 

Wayne Burgess, Secretary-Treasurer

By: 

Dennis Celoni, Vice-President

By: 

Joseph Carera

By: 

Ron Colefield

**Side Letter of Agreement**

Between  
The City of Antioch  
And  
Public Employees Local 1

**Regarding Second Shift**

January 11, 2016

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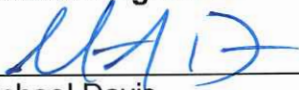
Representatives for the City of Antioch and representatives for Public Employees Local 1 have met and mutually agreed to the following evaluation of second shift.

Second Shift, established by Council resolution 2002/5, will be reviewed at least once annually, to assess its effectiveness, safety and value to the Public Works Department and the City of Antioch.

- Data gathered will include, but not necessarily be limited to:
  - Number of emergency response calls received during hours worked by Second Shift;
  - Number of work orders handled by Second Shift only;
  - Number of calls/work orders referred to Standby Shift;
  - Estimated overtime costs saved by Second Shift only responses, rather than Standby Shift Call out.
  
- Data Shared
  - Each year, the City will meet with Local 1 representatives to share data gathered no later than March 30.

No later than 30 days following the sharing of the above information, or within another time period mutually agreed upon by the parties, the parties shall reconvene to discuss the shared data and positions of the parties concerning the continued need for Second Shift. The City will make its determination, taking into consideration all positions presented, concerning the continued need for the Shift within thirty days, unless another time period is agreed upon by the parties.

**Tentative Agreement**

  
\_\_\_\_\_  
Michael Davis  
For Local 1

  
\_\_\_\_\_  
Glenn Berkheimer  
For the City of Antioch

Date: 9-6-16

Date: Sept 6, 2016