



**\*REVISED**

## **ANNOTATED AGENDA**

### **Antioch City Council REGULAR MEETING**

**Including the Antioch City Council acting as  
Successor Agency to the Antioch Development Agency/  
Antioch Public Financing Authority**

---

---

**Date: Tuesday, January 14, 2020**

**Time: 7:00 P.M. – Regular Meeting**

**Place: ANTIOCH COMMUNITY CENTER**

4703 Lone Tree Way, Community Hall A  
Antioch, CA 94531

**Council Meetings Are Televised Live on Comcast Channel 24**  
*Please Turn Off Cell Phones Before Entering Council Meeting*

---

**Sean Wright**, Mayor  
**Joyann Motts**, Mayor Pro Tem  
**Monica E. Wilson**, Council Member  
**Lamar Thorpe**, Council Member  
**Lori Ogorchock**, Council Member

**Arne Simonsen, CMC**, City Clerk  
**James D. Davis**, City Treasurer  
  
**Ron Bernal**, City Manager  
**Thomas Lloyd Smith**, City Attorney

---

**Online Viewing:** <https://www.antiochca.gov/government/city-council-meetings/>

**Electronic Agenda Packet:** <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>

**Project Plans:** <https://www.antiochca.gov/fc/community-development/planning/Project-Pipeline.pdf>

**Hard Copy Viewing:** Antioch Public Library, 501 W 18th St, Antioch, CA

### **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, 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 near the entrance doors, and place in the Speaker Card Tray near the City Clerk's table, before the Council Meeting begins. 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.

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

#### **PLEDGE OF ALLEGIANCE**

- 1. REPORT OUT OF CLOSED SESSION AGENDA ITEM NO. 2 FROM THE DECEMBER 10, 2019, REGULAR CITY COUNCIL MEETING: Zeka Ranch One, LLC et al. v. City of Antioch et al., Contra Costa Superior Court Case Nos. N18-0228, N18-0229, N18-0231, and N18-0232.**

***Motion from Mayor Wright, Second from Mayor Pro Tem Motts to withdraw appeals of N18-0229 and N18-0231, 5/0***

- 2. PROCLAMATION**

- Human Trafficking Awareness Month, January 2020

***Approved, 5/0***

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

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

**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/COMMUNICATIONS**

#### **MAYOR'S COMMENTS**

3. **CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency/ Antioch Public Financing Authority**

A. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR DECEMBER 10, 2019  
**Approved, 5/0**

Recommended Action: It is recommended that the City Council approve the Special Meeting Minutes.

B. APPROVAL OF COUNCIL REGULAR MEETING MINUTES FOR DECEMBER 10, 2019  
**Approved, 5/0**

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

C. APPROVAL OF COUNCIL WARRANTS  
**Approved, 5/0**

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

D. SECOND READING – ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 8 OF THE ANTIOCH MUNICIPAL CODE “BUILDING REGULATIONS”, ADOPTING THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODES AND RELATED MODEL CODES (*Introduced on 12/10/19*)

**Ord. No. 2175-C-S adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt the ordinance amending Title 8 of the Antioch Municipal Code, adopting by reference the California Code of Regulations Title 24, 2019 Edition of the California Building Standards Codes and related model codes, as amended.

E. LYNN HOUSE LEASE AGREEMENT  
**Reso No. 2020/01 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a Lease Agreement with Jody Mattison, Owner/Operator of the Lynn House Gallery and Studio (LHGS) for use of a portion of the real property, known as the Lynn House, located at 809-815 W. First Street in Antioch, California for an art gallery and studio.

**CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency/ Antioch Public Financing Authority – Continued**

- F. RESOLUTION APPROVING THE FIRST AMENDMENT TO THE DEFERRED IMPROVEMENT AGREEMENT AND THE RELEASE OF BONDS FOR BUCHANAN CROSSINGS (PW 357-302-08)**

***Reso No. 2020/02 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution approving the first amendment to the Deferred Improvement Agreement with Buchanan Crossings and release pertaining payment and performance bonds.

- G. CONSIDERATION OF BIDS FOR PREWETT PARK DECK COATING REPLACEMENT (P.W. 567-8)**

***Reso No. 2020/03 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Authorizing an amendment increasing the FY19/20 Capital Improvement Budget for the Prewett Park Deck Coating Replacement (“Project”) in the amount of \$25,000 from the Recreation Fund for a total of \$525,000;
- 2) Rejecting the bid submitted by Advanced Pool Coatings, Inc. for failure to meet the minimum work requirements of a Contractor; and
- 3) Awarding the contract to the lowest responsive and responsible bidder, Top Line Engineers, Inc. and authorizing the City Manager to execute an agreement in the amount of \$522,280.

- H. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE TRENCHLESS REHABILITATION OF 33-INCH DIAMETER SANITARY SEWER PIPELINE AT VARIOUS LOCATIONS (P.W. 684-1)**

***Reso No. 2020/04 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution increasing Sewer Enterprise funding of the existing contract with Lamassu Utility Services, Inc. in the amount of \$2,715.64 for a total contract of \$523,945.64, accepting work and authorizing the Interim Public Works Director/City Engineer to file a Notice of Completion for the Trenchless Rehabilitation of 33-Inch Diameter Sanitary Sewer Pipeline at Various Locations.

**CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency/ Antioch Public Financing Authority – Continued**

**I. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE MARINA BOAT LAUNCH FACILITY RESTROOM (P.W. 523-16R)**

**Reso No. 2020/05 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Authorizing an amendment increasing the FY19/20 Capital Improvement Budget for the Marina Boat Launch Facility Restroom (“Project”) to include an additional \$6,000 of grant funding from the State of California, Department of Parks and Recreation, Division of Boating and Waterways (DBW) grant for a total project budget of \$480,562;
- 2) Approving the increase to the existing contract with McNabb Construction, Inc. in the amount of \$26,821.20 for a total contract of \$451,238.20; and
- 3) Accepting work and authorizing the Interim Public Works Director/City Engineer to file a Notice of Completion for the Marina Boat Launch Facility Restroom project.

**J. COMMUNITY CAMERA SYSTEM WITH SOLE SOURCE JUSTIFICATION REQUEST**

**Reso No. 2020/06 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution approving the following actions:

- 1) Approve the sole source request for purchase of additional community cameras from Odin Systems Inc. and Vigilant Solutions (via Lehr Auto Electric);
- 2) Authorize the City Manager to negotiate and execute a purchase agreement with Odin Systems Inc. in an amount not to exceed \$23,781.15, and with Vigilant Solutions (via Lehr Auto Electric) in an amount not to exceed \$110,320.65;
- 3) Authorize the City Manager to negotiate and execute a purchase agreement with I.C.R. Electric in an amount not to exceed \$18,633.00; and
- 4) Authorize the City Manager to expand the City’s community camera coverage (aspirational priority) and execute the expenditure of an amount not to exceed \$152,734.80 to complete this project.

**CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency/ Antioch Public Financing Authority – Continued**

**K. MOTOROLA PORTABLE RADIO EXPENDITURE WITH SOLE SOURCE JUSTIFICATION REQUEST**

***Reso No. 2020/07 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution approving a sole source request and authorizing the City Manager to execute an agreement with Motorola Solutions to purchase additional portable radios in an amount not to exceed \$72,387.96. This expenditure was approved in the fiscal year 2019/20 Police Department budget.

**L. COUNCIL OVERNIGHT TRAVEL TO THE LEAGUE OF CALIFORNIA CITIES:**

- POLICY COMMITTEE MEETINGS
- MAYORS AND COUNCIL MEMBERS EXECUTIVE FORUM AND ADVANCED LEADERSHIP WORKSHOP
- ANNUAL CONFERENCE

Recommended Action: It is recommended that the City Council take the following actions:  
***Approved only the January 23-24 Policy Committee Meeting, 5/0***

- 1) Approve participation and authorize associated expenditures for the League of California Cities Policy Committee Meetings held in Sacramento, California January 23 through January 24, 2020; held in Anaheim, California April 2 through April 3, 2020; and held in South San Francisco, California June 4 through June 5, 2020.
- 2) Approve participation and authorize associated expenditures for the League of California Cities Mayors and Council Members Executive Forum and Advanced Leadership Workshops held in Monterey, California on June 17 through June 19, 2020.
- 3) Approve participation and authorize associated expenditures for the League of California Cities Annual Conference held in Long Beach, California on October 7 through October 9, 2020.

**M. CITY OF ANTIOCH COMPREHENSIVE ANNUAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

***Received and filed, 5/0***

Recommended Action: It is recommended that the City Council receive and file the City of Antioch Comprehensive Annual Report for the Fiscal Year Ended June 30, 2019.

**CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency/ Antioch Public Financing Authority – Continued**

- N.** CITY OF ANTIOCH TRANSPORTATION DEVELOPMENT ACT FUND FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORTS FOR THE YEAR ENDED JUNE 30, 2019

***Received and filed, 5/0***

Recommended Action: It is recommended that the City Council receive and file the City of Antioch Transportation Development Act Fund Financial Statements and Independent Auditors' Reports for the year ended June 30, 2019.

- O.** ANTIOCH AREA PUBLIC FACILITIES FINANCING AGENCY BASIC FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORTS FOR THE YEAR ENDED JUNE 30, 2019

***Received and filed, 5/0***

Recommended Action: It is recommended that the City Council receive and file the Antioch Area Public Facilities Financing Agency Basic Financial Statements and Independent Auditor's Report for the Year Ended June 30, 2019.

- P.** CITY OF ANTIOCH INDEPENDENT ACCOUNTANT'S REPORT ON AGREED-UPON PROCEDURES APPLIED TO APPROPRIATIONS LIMIT SCHEDULE FOR THE FISCAL YEAR ENDING JUNE 30, 2020

***Received and filed, 5/0***

Recommended Action: It is recommended that the City Council receive and file the City of Antioch Independent Accountant's Report on Agreed-Upon Procedures Applied to Appropriations Limit Schedule for the fiscal year ending June 30, 2020.

**City of Antioch Acting as Successor Agency to the Antioch Development Agency**

- Q.** RECOGNIZED OBLIGATION PAYMENT SCHEDULE (20-21) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH

***SA Reso No. 2020/32 adopted, 5/0***

Recommended Action: It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2020 through June 2021 (ROPS 20-21).

**CONSENT CALENDAR for City /City Council Members acting as Successor Agency to the Antioch Development Agency/ Antioch Public Financing Authority – Continued**

**Antioch Public Financing Authority**

- R. ANTIOCH PUBLIC FINANCING AUTHORITY – BASIC FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR’S REPORT FOR THE YEAR ENDED JUNE 30, 2019

***Received and filed, 5/0***

Recommended Action: It is recommended that the Board of the Antioch Public Financing Authority receive and file the Antioch Public Financing Authority – Basic Financial Statements and Independent Auditor’s Report for the Year Ended June 30, 2019.

**PUBLIC HEARING**

4. ORDINANCE GRANTING A FRANCHISE AGREEMENT TO PRAXAIR, INC. – INTRODUCTION AND FIRST READING OF AN ORDINANCE GRANTING A FRANCHISE AGREEMENT TO PRAXAIR, INC. TO TRANSPORT OXYGEN AND NITROGEN SUBSTANCES WITHIN CERTAIN PUBLIC STREETS IN THE CITY OF ANTIOCH

***To 01/28/2020 for adoption, 5/0***

Recommended Action: It is recommended that the City Council:

- 1) Conduct the public hearing;
- 2) Make a motion to read the ordinance by title only. The City Clerk will read aloud the full title of the ordinance; the ordinance will grant Praxair, Inc. a franchise agreement to transport oxygen and nitrogen substances within certain public streets in the City of Antioch.
- 3) Make a motion to approve the first reading of the ordinance.

5. SOLID WASTE AND RECYCLING SERVICE – UPDATE TO MANDATORY SERVICE REQUIREMENTS

***To 01/28/2020 for adoption, 5/0***

Recommended Action: It is recommended that the City Council introduce an ordinance amending Title 6, Chapter 3, Solid Waste Collection and Recycling, to define “occupied” and provide an exception process for service.



**PUBLIC HEARING – Continued**

**6. ZONING ORDINANCE AMENDMENTS FOR FAMILY DAY CARE HOMES AND PLANNING APPLICATION WITHDRAWALS (Z-19-05)**

Recommended Action: It is recommended that the City Council take the following actions:  
**To 01/28/2020 for adoption, 5/0**

1) Introduce an Ordinance making text Amendments to Chapter 5 of Title 9 of the Antioch Municipal Code regulating Family Day Care Homes.

**To 01/28/2020 for adoption, 5/0**

2) Introduce an Ordinance adding language to Chapter 5 of Title 9 of the Antioch Municipal Code regulating Planning Application Withdrawals.

**COUNCIL REGULAR AGENDA**

**7. INFORMATION ON THE APPOINTMENT OF BOARD, COMMISSION, AND COMMITTEE MEMBERS**

**Received**

Recommended Action: It is recommended that the City Council receive and file the report.

**8. PLANNING COMMISSION APPOINTMENT FOR TWO (2) FULL-TERM VACANCIES EXPIRING OCTOBER 2023**

**Reso No. 2020/08 adopted appointing  
Milanka Schneiderman and Kerry L. Motts  
to the two full-term vacancies expiring October 2023, 5/0**

Recommended Action: It is recommended that the Mayor nominate for appointment two (2) members to the Planning Commission for 2 full-term vacancies expiring October 2023 and that the City Council approve the appointment by resolution.

**9. WORKING DRAFT OF CITY OF ANTIOCH FLAG POLICY**

**Direction provided to Staff**

Recommended Action: It is recommended that the City Council provide feedback and direction to staff concerning the working draft of the City of Antioch Flag Policy.

**COUNCIL REGULAR AGENDA – Continued**

**10. INFORMATION ON METHODS FOR CHOOSING A MAYOR PRO TEMPORE**

***Direction provided to Staff***

Recommended Action: It is recommended that the City Council provide feedback and direction to staff concerning its preferences for the process of determining the mayor pro tempore following the upcoming municipal election.

**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.*

**MOTION TO ADJOURN** – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*  
***Motioned to adjourn meeting at 8:26 p.m., 5/0***

## **SPEAKERS' RULES**

Welcome to a meeting of the Antioch City Council, we appreciate your attendance.

Because we usually have busy agendas and a lot of business to get through, we need to have some rules so the meeting can be completed at a reasonable hour. Your cooperation is very much appreciated. The State Ralph M. Brown Act guarantees the public's right to address the City Council, within the framework of these rules.

The Council can only take action on items that are listed on the agenda. If you wish to speak to us about an item **not on the agenda**, the "Public Comments" section of the agenda is for you. We will take such comments until no later than 7:30 p.m., when we will move on to agenda items. There is another opportunity for public comments at the end of the meeting.

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request Form and place in the Speaker Card Tray near the City Clerk. This will enable us to call upon you to speak.

Each speaker is limited to not more than three minutes under Public Comments and three minutes on non-public hearing agenda items. During public hearings, each side is entitled to one "main presenter" who may have not more than 10 minutes; all other speakers during a public hearing item are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers, number of items on the agenda, or circumstances. No one may speak more than once on an agenda item or during "public comments." Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers.

During certain types of hearings, the applicant is allowed to give his or her presentation first. After all testimony is received, the applicant has an opportunity for rebuttal.

After having heard from the public, the agenda item will be closed. Deliberations will then be limited to members of the City Council.

If the meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. We will try to make this determination around 10:00 p.m. It is the goal to stop discussing agenda items by not later than 11:00 p.m.

The "Consent Calendar" is a group of items which staff thinks may be routine. These items are usually considered all together and approved without further discussion. If you are opposed to action which is recommended for an item on the "Consent Calendar," please submit a Speaker Request Form to let the Mayor know at that part of the agenda and the item will be removed from the "Consent Calendar."

The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. The Council also holds adjourned and study sessions on other days. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: <https://www.antiochca.gov/notifications/> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>.

In accordance with the Americans with Disabilities Act and California law, it is the policy of the City of Antioch to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. The City's ADA Coordinator can be reached @ Phone: (925) 779-6950, and e-mail: [publicworks@ci.antioch.ca.us](mailto:publicworks@ci.antioch.ca.us).

CITY OF  
**ANTIOCH**  
CALIFORNIA

**REPORT OUT OF CITY COUNCIL CLOSED SESSION**

**DATE:** Regular Meeting of January 14, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *TLS*  
**SUBJECT:** Report Out of Closed Session Agenda Item No. 2 from the December 10, 2019 Regular City Council Meeting

---

Agenda Item 2 of the Closed Session portion of the City Council's December 10, 2019 Regular Meeting Agenda was held concerning existing litigation with Zeka Ranch One, LLC et al. v. City of Antioch et al., Contra Costa Superior Court Case Nos. N18-0228, N18-0229, N18-0231, and N18-0232.

During this closed session, on motion by Mayor Wright, and second by Councilmember Ogorchock, the City Council voted unanimously to withdraw the City's appeals in the First District Court of Appeals concerning the "Let Antioch Voters Decide" initiative (Case Nos. N18-0229 and N18-0231). Ayes in favor of the motion were: Mayor Wright, Mayor Pro Tem Motts, Wilson, Thorpe, and Ogorchock. There were no votes or abstentions.

The City Attorney was directed to make this report to the City Council following the filing of the City's dismissals of these two actions.

CITY OF  
**ANTIOCH**  
CALIFORNIA

PROCLAIMING JANUARY 2020 AS  
**HUMAN TRAFFICKING AWARENESS MONTH**  
IN THE CITY OF ANTIOCH

*WHEREAS, Human trafficking is a form of abuse in which force, fraud or coercion is used to control victims for the purpose of commercial sexual or labor exploitation; that occurs in every industry and affects individuals of all genders, ages and of all backgrounds;*

*WHEREAS, Human trafficking is a lucrative industry and the fastest growing criminal industry in the world; and uses violent and exploitive tactics to target vulnerable members of our communities;*

*WHEREAS, The crime of human trafficking violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic exploitation, control and/or abuse;*

*WHEREAS, The impact of human trafficking is wide-ranging, directly affecting foreign nationals as well as U.S. citizens, and society as a whole; victims experience trauma, violence, manipulation, fraud and coercion at the hands of their traffickers. It is often the most vulnerable members of our communities who are affected by human trafficking;*

*WHEREAS, As of January 1, 2018 to December 31, 2018, 10,949 human trafficking cases were reported nationally to the National Human Trafficking Resource Center; of those reports, the majority of cases were reported in California. The City of Antioch is not immune to human trafficking. While underreported, over the last four years the Contra Costa Human Trafficking Coalition and several partner agencies including Community Violence Solutions, Family Justice Center, STAND! for Families Free of Violence, Love Never Fails, Bay Area Legal Aid, International Rescue Committee and Calli House identified and served over 500 victims of human trafficking.*

*WHEREAS, The County's Alliance to End Abuse acknowledges that fighting exploitation and human trafficking is a shared community responsibility and therefore has worked with numerous public and private agencies to establish the Contra Costa Human Trafficking Coalition, in order to strengthen the County's comprehensive response to human trafficking initiated by county departments, law enforcement agencies, and numerous community and faith-based organizations; and continuing to build its collaboration by linking with local, regional and federal agencies;*

*WHEREAS, The City of Antioch is working to raise awareness so individuals will become more informed, identify ways their behavior contributes to a patriarchal culture that supports and tolerates the systemic abuse of vulnerable populations that include women and people of color; and take action to end human trafficking in their communities.*

*NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby proclaim January 2020 as HUMAN TRAFFICKING AWARENESS MONTH and urge all residents to actively participate in the efforts to both raise awareness of, and end, all forms of human trafficking in our communities. During Human Trafficking Awareness Month, let us recognize the survivors of trafficking, and let us resolve to build a future in which no people are denied their inherent human rights of freedom and dignity. Let us make it known that human trafficking has no place in our City.*

JANUARY 14, 2020

---

SEAN WRIGHT, Mayor

2  
01-14-20

## CITY COUNCIL MEETING

**Special Meeting**  
**5:15 P.M.**

**December 10, 2019**  
**Antioch Community Center**

Mayor Wright called the Special Meeting to order at 5:16 P.M., and Acting City Clerk Eiden called the roll.

Present: Council Members Wilson, Thorpe, Ogorchock and Mayor Wright  
Absent: Councilmember Motts (arrived at 5:18 P.M.)

### **PLEDGE OF ALLEGIANCE**

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

**PUBLIC COMMENTS** – None

### **COUNCIL REGULAR AGENDA**

- 1. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE WRITTEN RESPONSE TO GRAND JURY REPORT NO. 1907 "STORMWATER REDUCTION – ARE WE DOING ALL THAT WE CAN?"**

City Manager Bernal introduced Special Meeting Agenda Item #1.

Councilmember Motts arrived at 5:18 P.M.

Interim Public Works/City Engineer Grewal presented the staff report dated December 9, 2019 recommending the City Council adopt a resolution authorizing the City Manager to sign the written response to Grand Jury Report No. 1907 "Stormwater Reduction – Are We Doing All That We Can?".

A motion was made by Councilmember Ogorchock and seconded by Councilmember Motts to adopt a resolution authorizing the City Manager to sign the written response to Grand Jury Report No. 1907 "Stormwater Reduction – Are We Doing All That We Can?".

In response to Mayor Wright, Interim Public Works/City Engineer Grewal reported that the City was working with Caltrans to address the maintenance in the landscaped areas of the off ramps.

In response to Councilmember Thorpe, Interim Public Works/City Engineer Grewal stated he would take some responsibility for the delay in responding to the Grand Jury Report because he should have worked on this when he arrived at the City. He explained that he had discussed this issue with staff to ensure that a delay would not occur in the future.

### **RESOLUTION NO. 2019/184**

A vote taken on the previous motion to adopt the resolution unanimously passed.

**ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously adjourned to Closed Session at 5:24 P.M.

**ADJOURNMENT to Closed Session – Community Center West Island Room.**

Respectfully submitted:

*Kitty Eiden*

\_\_\_\_\_  
KITTY EIDEN, Minutes Clerk

## CITY COUNCIL MEETING

Regular Meeting  
7:00 P.M.

December 10, 2019  
Antioch Community Center

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

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: Property – former Deerfield Fire Station, 4527 Deerfield Drive, Antioch, CA 94531-7119. APN 053-191-001-6; City Negotiator: City Manager Ron Bernal; Potential Buyer: Veterans Affordable Home Ownership Program (VAHOP); Issue Under Negotiation: Real Property Negotiations Price and Terms of Payment.
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to California Government Code section 54956.9(d)(1) – Zeka Ranch One, LLC et al. v. City of Antioch et al., Contra Costa Superior Court Case Nos. N18-0228, N18-0229, N18-0231, and N18-0232.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to California Government Code section 54956.9(d)(1): Greg & Ramona Mayon vs. Joe Bosman, City of Antioch et al. Contra Costa Superior Court Case Number C18-00168.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, no reportable action **#2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**, no reportable action; and, **#3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**, no reportable action.

Mayor Wright called the meeting to order at 7:00 P.M., and Acting City Clerk Eiden called the roll.

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

### PLEDGE OF ALLEGIANCE

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

### 1. PROCLAMATION

*In Honor of Tammy Leach, Recognizing Outstanding Service*

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

Ms. Leach thanked the City for the recognition and stated she was proud, and honored to have served the City of Antioch.

**B**

---

01-14-20



The City Council, City Manager Bernal and City Attorney Smith congratulated Ms. Leach on her retirement, and thanked her for her service.

Mayor Wright presented the proclamation to Ms. Leach.

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

Director of Parks and Recreation Kaiser announced Santa's mailbox was located at the Community Center and would be accepting letters through December 16, 2019. She also announced the following events:

- Holiday Run & Walk for Health – 9:00 A.M. on December 14, 2019 at Contra Loma Regional Park
- Coyote Hills Winter Day Camp - Artic Blizzard – December 30, 2019 – January 3, 2020 at the Antioch Community Center

Velma Wilson on behalf of the Celebrate Antioch Foundation reported that Holiday Delites events had been very successful and she thanked everyone who participated. On behalf of her family, she wished everyone a Merry Christmas.

Councilmember Wilson announced Martin Luther King Jr. Day of Service would take place from 9:00 A.M. – 12:00 P.M. on January 20, 2020 at Prewett Community Park, Antioch Community Park and the Nick Rodriguez Community Center.

### **PUBLIC COMMENTS**

Farideh Faraji, Antioch resident, provided a brief description of her personal experiences and professional expertise. She offered her services to fill the Unhoused Resident Coordinator position on a volunteer basis. She stated she was also willing to donate to the program.

Robert Munton, Antioch resident, expressed concern regarding barking dogs in his neighborhood and noted that the dog owners were also over their legal limit. He reported that it had been difficult getting Animal Control and Antioch Police Department to respond to his concerns. He asked how he could pursue having an ordinance written that would address these issues.

### **COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS**

Councilmember Wilson announced Tri Delta Transit would meet on December 11, 2019. She reported on her attendance at the Cannabis Ad Hoc Committee with Councilmember Thorpe.

Councilmember Motts reported on her attendance at the Sesquicentennial Committee meeting.

Councilmember Thorpe reported on his attendance at the Homeless Encampment Task Force meeting with Councilmember Motts.

Councilmember Ogorchock reported on her attendance at the League of California Cities Leadership Workshop.

Mayor Wright reported on his attendance at the Sesquicentennial Committee meeting.

## **MAYOR'S COMMENTS**

Mayor Wright recognized the Celebrate Antioch Foundation for all that they do and wished everyone a Merry Christmas.

### **2. CONSENT CALENDAR**

- A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 12, 2019**
- B. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 26, 2019**
- C. APPROVAL OF COUNCIL WARRANTS**
- D. REJECTION OF CLAIMS: (1) Abdul Nevarez; (2) Priscilla Nevarez**
- E. AB 1600 DEVELOPMENT IMPACT FEE REPORT**
- F. RESOLUTION NO. 2019/185 NOMINATING THE NORTHERN WATERFRONT INDUSTRIAL CORRIDOR PRIORITY PRODUCTION AREA TO THE METROPOLITAN TRANSPORTATION COMMISSION AND THE ASSOCIATION OF BAY AREA GOVERNMENTS**
- G. RESOLUTION NO. 2019/186 SECOND AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH HARRIS AND ASSOCIATES FOR ON-CALL TRAFFIC ENGINEERING SERVICES**
- H. RESOLUTION NO. 2019/187 SECOND AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH HARRIS AND ASSOCIATES FOR ON-CALL PLAN REVIEW SERVICES**
- I. RESOLUTION NO. 2019/188 CONSULTANT SERVICES AGREEMENT WITH THE NATELSON DALE GROUP FOR THE ECONOMIC DEVELOPMENT BASELINE AND STRATEGIC PLAN**
- J. RESOLUTION NO. 2019/189 THE POLICE MOBILE COMMAND CENTER UPGRADE WITH SOLE SOURCE JUSTIFICATION REQUEST AND BUDGET AMENDMENT**
- K. APPROVAL OF TREASURER'S REPORT FOR OCTOBER 2019**

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously approved the Council Consent Calendar with the exception of Items E and F, which were removed for further discussion.

**Item E** – City Manager Bernal introduced Consent Calendar Item E. Director of Community Development Ebbs presented staff report dated December 10, 2019 recommending the City Council receive the FY2018/2019 Annual Report of Development Impact Fees.

In response to Council, Director of Community Development Ebbs explained that Council would be involved in determining how the monies would be spent and he offered to provide an informational item summarizing the history of the Development Impact Fee program.

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously received the FY2018/2019 Annual Report of Development Impact Fees.

**Item F** - City Manager Bernal introduced Consent Calendar Item F. Director of Community Development Ebbs presented staff report dated December 10, 2019 recommending the City Council adopt the resolution nominating the Northern Waterfront Industrial Corridor Priority Projection Area to Metropolitan Transportation Commission and the Association of Bay Area Governments.

In response to Councilmember Wilson, Director of Community Development Ebbs stated he would further engage with Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments (ABAG) to ensure Antioch's position was considered in future discussions.

On motion by Councilmember Thorpe, seconded by Councilmember Wilson, the City Council unanimously adopted the resolution nominating the Northern Waterfront Industrial Corridor Priority Projection Area to Metropolitan Transportation Commission and the Association of Bay Area Governments.

## **PUBLIC HEARING**

### **3. ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 8 OF THE ANTIOCH MUNICIPAL CODE "BUILDING REGULATIONS", ADOPTING THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODES AND RELATED MODEL CODES**

City Manager Bernal introduced Public Hearing Item #3.

Director of Community Development Ebbs presented the staff report dated December 9, 2019 recommending the City Council introduce the ordinance amending Title 8 of the Antioch Municipal Code, adopting by reference the California Code of Regulations Title 24, 2019 Edition of the California Building Standards Codes and related model codes, as amended.

Mayor Wright opened and closed the public hearing with no members of the public requesting to speak.

In response to Councilmember Ogorchock, Director of Community Development Ebbs explained that the requirement for the Seismic Gas Shut-Off device would be for new construction or the replacement of existing valves.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe the City Council unanimously introduced the ordinance amending Title 8 of the Antioch Municipal Code, adopting by reference the California Code of Regulations Title 24, 2019 Edition of the California Building Standards Codes and related model codes, as amended.

## **COUNCIL REGULAR AGENDA**

### **4. WATER RATE STUDY**

City Manager Bernal introduced Regular Agenda Item #4.

Tom Pavletic, Municipal Financial Services presented the staff report PowerPoint presentation dated December 9, 2019 recommending the City Council adopt a resolution to approve water rates for Fiscal Year 2020-2021 and Fiscal Year 2021-2022 with no increases in rates.

In response to Mayor Wright, Mr. Pavletic clarified that they did not anticipate that the desalination project would cause a rate spike. He noted the recommendation was to wait until the project was constructed and Contra Costa Water District (CCWD) purchase costs were determined, prior to examining the next set of rate needs.

### **RESOLUTION NO. 2019/190**

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted a resolution to approve water rates for Fiscal Year 2020-2021 and Fiscal Year 2021-2022 with no increases in rates.

### **5. RESOLUTION APPROVING ONE (1) ASSISTANT/ASSOCIATE COMMUNITY DEVELOPMENT TECHNICIAN AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT**

City Manager Bernal introduced Regular Agenda Item #5.

Director of Community Development Ebbs presented the staff report dated December 9, 2019 recommending the City Council adopt a resolution approving one Assistant/Associate (1) Community Development Technician and authorizing the appropriate budget adjustment.

In response to Councilmember Motts, Director of Community Development Ebbs stated that staff would begin recruitment for Administrative Assistant I/II position soon.

**RESOLUTION NO. 2019/191**

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously adopted a resolution approving one Assistant/Associate (1) Community Development Technician and authorizing the appropriate budget adjustment.

**6. CONSIDERATION OF ADDING ADDITIONAL PARKING ENFORCEMENT OFFICERS**

City Manager Bernal introduced Regular Agenda Item #6.

Lieutenant Donleavy presented the staff report dated December 9, 2019 recommending the City Council consider the report and provide direction to staff.

In response to Mayor Wright, Lieutenant Donleavy explained that bringing on another employee with an additional vehicle would provide them with greater flexibility.

Councilmember Ogorchock stated she would like the additional employee to work evening hours to give the City greater coverage.

Mayor Wright stated that the net cost for an additional vehicle was not significant and could provide expanded coverage.

In response to Councilmember Wilson, Lieutenant Donleavy stated that he believed SP Plus Municipal Services (SP) had the capacity and was eager for the additional business; however, he did not have a written guarantee from them.

Following discussion, Council gave direction for staff to determine if SP had the capacity to fill an additional position and if so, bring back a contract for Council consideration.

**PUBLIC COMMENTS** – None

**STAFF COMMUNICATIONS**

City Manager Bernal announced the next City Council meeting would be held on January 14, 2020 at the Community Center. He reported that renovations of Council Chambers had progressed and he anticipated moving back into Council Chambers in February 2020. He wished everyone a Merry Christmas.

**COUNCIL COMMUNICATIONS**

Councilmember Wilson wished everyone Happy Holidays and Merry Christmas. She congratulated and thanked Council for their accomplishments this year.

Councilmember Motts stated she enjoyed working with Council and wished everyone a wonderful holiday season.

Councilmember Thorpe wished everyone Happy Holidays.

Councilmember Ogorchock wished everyone a Merry Christmas and Happy New Year. She thanked Council and staff for their hard work.

Mayor Wright encouraged staff to enjoy their time off during the holidays.

**ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously adjourned the meeting at 8:10 P.M.

Respectfully submitted:

*Kitty Eiden*

---

KITTY EIDEN, Minutes Clerk



CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 28, 2019 - JANUARY 2, 2020  
 FUND/CHECK#

**100 General Fund**

***Non Departmental***

00300730	DEZVAL LLC	STATE FEE REFUND	4.00
00385247	COCHRAN INVESTMENT COMPANY	RETURN DEPOSIT	2,000.00
00385271	FREEDOM FOREVER LLC	CBSC FEE REFUND	3.64
00385278	HARRIS AND ASSOCIATES INC	PROFESSIONAL SERVICES	4,055.00
00385345	SUNRUN	SMIP FEE REFUND	3.99
00385415	DRH INC CONTROLLED DISB ACCT	RETURN DEPOSIT	2,000.00
00385428	HOME DEPOT, THE	CBSC FEE REFUND	1.50
00385466	PETERSEN DEAN SOLAR INC	CBSC FEE REFUND	2.04
00385487	SUNRUN	SMIP FEE REFUND	5.20
00385495	VIVINT SOLAR DEVELOPER LLC	CBSC FEE REFUND	9.68
00385577	RANEY PLANNING & MANAGEMENT	CONSULTING SERVICES	7,100.97
00385595	VIVINT SOLAR DEVELOPER LLC	CBSC FEE REFUND	6.63
00385642	GUAN, SONG	STATE FEE REFUND	4.00
00385651	KENNEDY, PAULINE	STATE FEE REFUND	4.00
00385660	LIANG SU, HONG	STATE FEE REFUND	4.00
00385691	TOWN AND COUNTRY CONTRACTORS	DEPOSIT REFUND	15,500.00

***City Council***

00385235	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	115.88
00385376	BAGEL STREET CAFE	CLOSED SESSION MEAL	126.25

***City Attorney***

00385380	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	93.44
00385386	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	8,863.78
00385397	COLE HUBER LLP	LEGAL SERVICES RENDERED	11,435.04
00385425	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES RENDERED	27,984.33
00385435	JACKSON LEWIS LLP	LEGAL SERVICES RENDERED	14,310.00
00385442	LEXISNEXIS	SUBSCRIPTION SERVICES	215.00
00385572	OFFICE DEPOT INC	OFFICE SUPPLIES	90.80
00385589	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	257.00
00385594	VERIZON WIRELESS	DATA SERVICES	53.85
00385604	ATKINSON ANDELSON LOYA RUUD	LEGAL SERVICES RENDERED	1,172.76
00385606	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	12,083.76
00385616	COLE HUBER LLP	LEGAL SERVICES RENDERED	11,591.73
00385656	LEONE AND ALBERTS CORP	LEGAL SERVICES RENDERED	495.00
00935757	CANON FINANCIAL SERVICES	COPIER LEASE	131.85

***City Manager***

00206480	DS WATERS OF AMERICA	WATER SERVICE	14.00
00385235	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,567.67
00385421	FEDERAL ADVOCATES INC	CONSULTING SERVICES	4,166.67
00385530	DAVID, MARIA E	EXPENSE REIMBURSEMENT	51.09
00385572	OFFICE DEPOT INC	OFFICE SUPPLIES	23.90
00385594	VERIZON WIRELESS	DATA SERVICES	38.01
00935757	CANON FINANCIAL SERVICES	COPIER LEASE	131.85

***City Clerk***

00385237	BAY AREA NEWS GROUP	LEGAL AD	853.20
00385266	EIDEN, KITTY J	MINUTES CLERK	1,737.00
00385302	MCA DIRECT	2020 ELECTION MATERIALS	476.72

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00385336	SIMONSEN, ARNE	EXPENSE REIMBURSEMENT	1,270.88
00385546	GARCIA, CHRISTINA L	EXPENSE REIMBURSEMENT	1,014.05
00385632	EIDEN, KITTY J	MINUTES CLERK	750.00
<b>City Treasurer</b>			
00385424	GARDA CL WEST INC	ARMORED CAR PICKUP	293.00
00935739	PFM ASSET MGMT LLC	ADVISORY FEES	8,992.61
<b>Human Resources</b>			
00385308	MUNICIPAL POOLING AUTHORITY	PROFESSIONAL SERVICES	617.13
00385381	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	995.22
00935753	SUPERION LLC	CDD REPORTS	3,080.00
<b>Economic Development</b>			
00385221	AMERICAN TROPHIES	ENGRAVING SERVICES	93.52
00385223	AMERICAN TROPHIES	ENGRAVING SERVICES	258.27
00385226	ANTIOCH CHAMBER OF COMMERCE	DIRECTORY AD	1,800.00
00385235	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	101.31
00385458	NORTHWEST MEDIA PARTNERS LLC	MARKETING ADS	26,002.28
00385461	OUTFRONT MEDIA INC	AD PURCHASES	18,200.00
00385514	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	9,498.85
00385562	KRAUSS APPRAISAL LLC	APPRAISAL SERVICES	3,800.00
00385594	VERIZON WIRELESS	DATA SERVICES	53.85
00935757	CANON FINANCIAL SERVICES	COPIER LEASE	131.85
00935764	KARSTE CONSULTING INC	CONSULTING SERVICES	390.00
<b>Finance Administration</b>			
00385222	AMERICAN TROPHIES	CITY PINS	80.85
00385236	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	110.00
00385313	OFFICE DEPOT INC	OFFICE SUPPLIES	4.26
00385459	OFFICE DEPOT INC	OFFICE SUPPLIES	23.58
00385572	OFFICE DEPOT INC	OFFICE SUPPLIES	23.58
00385584	SIMONSEN, ARNE	EXPENSE REIMBURSEMENT	748.55
<b>Finance Accounting</b>			
00385236	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	335.63
00385561	KOA HILLS CONSULTING LLC	AR INTERFACE	831.25
00385572	OFFICE DEPOT INC	OFFICE SUPPLIES	299.15
00935753	SUPERION LLC	CDD REPORTS	4,240.00
00935768	SUPERION LLC	ASP SERVICES	17,076.45
<b>Finance Operations</b>			
00385236	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	164.42
00385570	NEOPOST	POSTAGE METER LEASE	1,025.65
<b>Non Departmental</b>			
00206602	KELLYS EXPRESS HUB	OVER PAYMENT REFUND	75.00
00206603	WU, LIXIONG	APPLICATION FEE REFUND	25.00
00206604	ASM MECHANICAL SERVICES	PENALTY REFUND	10.00
00206605	HABIT RESTAURANTS LLC, THE	APPLICATION FEE REFUND	25.00
00206606	ARDENTE INC	OVER PAYMENT REFUND	71.25
00206607	ALL STAR CARPET CLEANING	OVER PAYMENT REFUND	76.50
00206608	UNITED SITE SERVICES OF CA	APPLICATION FEE REFUND	25.00





CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 28, 2019 - JANUARY 2, 2020  
 FUND/CHECK#

00206609	DACIAS SALON	OVER PAYMENT REFUND	36.00
00206610	BARDELL PROPERTIES	APPLICATION FEE REFUND	25.00
00206641	OLUTUNMILAYO, OLUWOLE F	APPLICATION FEE REFUND	75.00
00300730	DEZVAL LLC	OVER PAYMENT REFUND	125.00
00385236	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	72.93
00385353	WAGeworks	ADMIN FEE	230.00
00385385	BELFOR PROPERTY RESTORATION	WATER MITIGATION	23,573.11
00385462	PACIFIC CREDIT SERVICES	COLLECTION AGENCY FEES	102.50
00385538	EIDEN, KITTY J	MINUTES CLERK	75.00
00385568	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	20,974.62
00385612	CHENG, JOHN	LANDLORD TAX REFUND	250.00
00385642	GUAN, SONG	APPLICATION REFUND	310.00
00385651	KENNEDY, PAULINE	RENEWAL FEE REFUND	260.00
00385659	LI, JINCHENG	ADMIN CITATION REFUND	300.00
00385660	LIANG SU, HONG	LANDLORD TAX REFUND	260.00
00385696	VETERAN POWER INFRASTRUCTURE	LANDLORD TAX REFUND	1,581.23
00935838	RETIREE	MEDICAL AFTER RETIREMENT	1,787.98
<b>Public Works Administration</b>			
00385221	AMERICAN TROPHIES	ENGRAVING SERVICES	103.79
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	140.18
00385594	VERIZON WIRELESS	DATA SERVICES	38.01
00385677	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	1,110.00
<b>Public Works Street Maintenance</b>			
00385264	EAST BAY WELDING SUPPLY	SUPPLIES	78.39
00385300	LOWES COMPANIES INC	LUMBER	521.18
00385319	PRINT CLUB	ROAD SIGN BOOKS	541.14
00385320	PRINT CLUB	SIGNS	134.38
00385333	SHERWIN WILLIAMS CO	SUPPLIES	13.34
00385364	ANTIOCH ACE HARDWARE	SUPPLIES	10.49
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	66.50
00385383	BAY AREA BARRICADE	SUPPLIES	4,275.52
00385410	CRYSTAL CLEAR LOGOS INC	UNIFORMS	249.96
00385420	FASTENAL CO	SUPPLIES	1,357.33
00385433	INTERSTATE SALES	SUPPLIES	4,264.84
00385437	KENTS OIL SERVICE	PAVING OIL	3,270.00
00385445	LOWES COMPANIES INC	SUPPLIES	758.45
00385447	MANERI SIGN COMPANY	SIGNS	1,634.74
00385571	NEXTEL SPRINT	CELL PHONE	116.34
00385572	OFFICE DEPOT INC	OFFICE SUPPLIES	8.60
00385594	VERIZON WIRELESS	DATA SERVICES	76.02
00385599	ANTIOCH ACE HARDWARE	SUPPLIES	36.37
00385631	EAST BAY WELDING SUPPLY	SUPPLIES	45.89
00385633	FASTENAL CO	SUPPLIES	348.22
00385663	MANERI SIGN COMPANY	STREET SIGNS	530.96
00385670	MT DIABLO LANDSCAPE CENTERS	SUPPLIES	51.98
00385690	SUBURBAN PROPANE	PROPANE	1,146.97

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

**Public Works-Signal/Street Lights**

00385253	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	32,148.37
00385505	AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING	8,777.58
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,161.59
00935734	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,334.61
00935746	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	797.05
00935758	CONSOLIDATED ELECTRICAL DIST	SUPPLIES	544.17
00935762	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,641.64
00935846	ICR ELECTRICAL CONTRACTORS	STREET LIGHT REPAIR	1,492.77

**Public Works-Facilities Maintenance**

00385282	HOME DEPOT, THE	SUPPLIES	270.44
00385300	LOWES COMPANIES INC	SUPPLIES	572.07
00385325	RICKIES ROOF REPAIR	PROFESSIONAL SERVICES	950.00
00385361	AMERICAN PLUMBING INC	PLUMBING SERVICES	169.15
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	5,923.45
00385384	BAY CITIES PYROTECTOR	INSPECTION SERVICES	370.00
00385389	BLUE STAR COMPANY INC	E-WASTE	450.00
00385407	CONTRA COSTA FIRE EQUIPMENT	EQUIPMENT	265.53
00385429	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	13,075.50
00385430	HOOVERS COMMERCIAL SERVICES	PARTS	1,908.94
00385445	LOWES COMPANIES INC	SUPPLIES	347.15
00385469	REAL PROTECTION INC	INSPECTION SERVICES	765.23
00385471	RICKIES ROOF REPAIR	GUTTER CLEANING	2,400.00
00385551	HATTON CRANE AND RIGGING INC	EQUIPMENT RENTAL	1,043.25
00385553	HOME DEPOT, THE	SUPPLIES	197.56
00385571	NEXTEL SPRINT	CELL PHONE	58.17
00385594	VERIZON WIRELESS	DATA SERVICES	38.01
00385610	BRIGHT SECURITY INTEGRATIONS	PROFESSIONAL SERVICES	29,756.26
00385647	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	13,075.50
00385675	PACIFIC GAS AND ELECTRIC CO	GAS	10,059.28
00385677	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	1,718.00
00935734	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,479.26
00935750	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,500.00

**Public Works-Parks Maint**

00385289	K2GC	WILLIAMSON RANCH PARK REPAIR	38,505.42
00385300	LOWES COMPANIES INC	SUPPLIES	43.72
00385355	WATERSAVERS IRRIGATION	SPRINKLERS	1,377.82
00385436	K2GC	WILLIAMSON RANCH PARK REPAIR	30,804.33
00385445	LOWES COMPANIES INC	SUPPLIES	346.96
00385532	DELTA FENCE CO	PROFESSIONAL SERVICES	6,410.00
00385553	HOME DEPOT, THE	SUPPLIES	330.82
00385587	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,400.00
00385627	DELTA FENCE CO	VANDALISM REPAIR	860.00
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	974.22
00385688	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	412.00
00385693	UNITED SITE SERVICES OF CA	RESTROOM RENTAL	762.01
00385698	WATERSAVERS IRRIGATION	IRRIGATION PARTS	3,075.70

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00935727	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	4,424.29
00935759	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	5,011.96
00935762	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	865.28
00935767	SITEONE LANDSCAPE SUPPLY	IRRIGATION PARTS	3,395.72
00935818	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	75,512.50
00935909	SITEONE LANDSCAPE SUPPLY	IRRIGATION CONTROLLER PARTS	708.32
<b>Public Works-Median/General Land</b>			
00385216	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	9,225.68
00385321	PRINTEX CONCRETE PRODUCTS	SOUND WALL REPAIR	6,280.00
00385360	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,443.28
00385373	AT AND T MCI	CONNECTION SERVICES	169.75
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	168.23
00385445	LOWES COMPANIES INC	SUPPLIES	37.32
00385501	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,978.00
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,741.13
<b>PW-Work Alternative-Strt Maint</b>			
00385571	NEXTEL SPRINT	CELL PHONE	51.88
<b>Police Administration</b>			
00300842	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	11.50
00300894	CRYSTAL CLEAR LOGOS INC	LOGO SHIRTS	36.31
00385214	ADAMSON POLICE PRODUCTS	UNIFORMS	275.25
00385217	ALL PRO PRINTING SOLUTIONS	PRINTING SERVICES	2,121.33
00385256	CRYSTAL CLEAR LOGOS INC	UNIFORMS	107.04
00385262	EAN SERVICES LLC	RENTAL CAR - J FORTNER	643.16
00385266	EIDEN, KITTY J	MINUTES CLERK	168.00
00385272	GALLS LLC	UNIFORMS	277.66
00385297	LATTUCA, STEPHANIE	TRAINING PER DIEM	142.00
00385311	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	349.68
00385312	OCCUPATIONAL HEALTH CENTERS	MEDICAL EXAM SERVICES	1,383.00
00385322	PSYCHOLOGICAL RESOURCES INC	PROFESSIONAL SERVICES	2,400.00
00385329	ROMBOUGH, ERIC A	TRAINING PER DIEM	132.00
00385330	SAFESTORE INC	OFF-SITE EVIDENCE STORAGE	2,914.05
00385332	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	655.39
00385339	STATE OF CALIFORNIA	FINGERPRINTING FEES	358.00
00385348	TIER 1 CONCEPTS	TRAINING - E ROMBOUGH	450.00
00385401	CONTRA COSTA COUNTY	RANGE USE	760.00
00385402	CONTRA COSTA COUNTY	EQUIPMENT	216.23
00385409	CRUMP INVESTIGATIONS	PROFESSIONAL SERVICES	5,310.01
00385411	CSI FORENSIC SUPPLY	EVIDENCE SUPPLY	1,734.50
00385418	EIDEN, KITTY J	MINUTES CLERK	112.00
00385423	GALLS LLC	EQUIPMENT	10,615.56
00385426	GRAYS, ALLANTE	CAR WASHES	3,325.00
00385439	KNOX INVESTIGATIONS	PROFESSIONAL SERVICES	1,538.53
00385441	LAW OFFICES OF RONALD FRESHMAN	DEPOSIT REFUND	275.00
00385457	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	126.44
00385459	OFFICE DEPOT INC	OFFICE SUPPLIES	1,933.99
00385467	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	86.25

Prepared by: Lauren Posada

Finance Accounting

1/9/2020

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00385468	PORAC LEGAL DEFENSE FUND	RESERVE UNIT PORAC DUES	13.50
00385479	SHRED IT INC	SHREDDING SERVICES	287.68
00385484	STATE OF CALIFORNIA	FINGERPRINTING FEES	360.00
00385503	ALL PRO PRINTING SOLUTIONS	PRINTING SERVICES	402.15
00385510	ANTIOCH ROTARY CLUB	ANNUAL DUES	250.00
00385513	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	8,607.75
00385516	BITTNER, DESMOND D	EXPENSE REIMBURSEMENT	70.12
00385521	CALIFORNIA HOMICIDE INVESTIGATOR	TRAINING - A GONZALEZ	349.00
00385527	CRIME SCENE CLEANERS INC	HAZMAT CLEAN UP	70.00
00385533	DOUBLETREE BY HILTON HOTEL	LODGING - S MCELROY	539.40
00385534	DOUBLETREE BY HILTON HOTEL	LODGING - P MAYER	539.40
00385545	GALLS LLC	EQUIPMENT	1,520.03
00385552	HOFFMAN, RICK D	MILEAGE REIMBURSEMENT	552.16
00385566	MAGANA, JOSEPH J	TRAINING PER DIEM	660.00
00385580	SDRTC	TRAINING - S PETERSON	291.00
00385581	SDRTC	TRAINING - J LEE	291.00
00385582	SHERATON MISSION VALLEY	LODGING - Z MATIS	706.74
00385604	ATKINSON ANDELSON LOYA RUUD	PROFESSIONAL SERVICES	11,309.03
00385619	CONTRA COSTA COUNTY	COMMUNITY BASED PROSECUTION	14,898.00
00385622	CRIME SCENE CLEANERS INC	BIOHAZARD RESPONSE	475.00
00385624	CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	245.33
00385636	GALLS LLC	UNIFORMS	793.80
00385640	GRAHAM, AUSTIN JONATHAN	MILEAGE REIMBURSEMENT	37.82
00385665	MAYER, PATRICK C	TRAINING PER DIEM	198.00
00385666	MCELROY, STEVEN M	TRAINING PER DIEM	198.00
00935735	IMAGE SALES INC	ID CARDS	56.22
00935737	MOBILE MINI LLC	EVIDENCE STORAGE	123.28
00935741	CANON FINANCIAL SERVICES	COPIER LEASE	4,077.36
00935751	MOBILE MINI LLC	EVIDENCE STORAGE	276.34
00935847	IMAGE SALES INC	ID CARDS	433.01
00935868	MOBILE MINI LLC	EVIDENCE STORAGE	123.28
<b>Police Prisoner Custody</b>			
00385513	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	90.40
<b>Police Community Policing</b>			
00300842	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	26.78
00385229	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	207.21
00385287	INTERSTATE BATTERIES	AUTO PARTS	130.84
00385338	SP PLUS CORPORATION	PARKING ENFORCEMENT	13,659.08
00385367	APPLIED CONCEPTS INC	EQUIPMENT	5,963.11
00385396	CLASSY GLASS	PROFESSIONAL SERVICES	630.00
00385431	HUNT AND SONS INC	FUEL	225.96
00385452	METRO MOBILE EQUIPMENT	AUTO PARTS	1,399.37
00385454	MOORE K9 SERVICES	K9 TRAINING	4,700.00
00385513	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	772.00
00385557	INTERSTATE BATTERIES	AUTO PARTS	217.41
00385603	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	82.84
00385648	HUNT AND SONS INC	FUEL	115.41

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

**Police Investigations**

00300842	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	40.26
00385213	ADAMS, JONATHAN B	EXPENSE REIMBURSEMENT	95.03
00385255	COX, JOHN SPENCER	EXPENSE REIMBURSEMENT	42.32
00385267	EVANS, JOSHUA FIELD	EXPENSE REIMBURSEMENT	125.96
00385274	GONZALEZ, ADRIAN E	MILEAGE REIMBURSEMENT	46.40
00385298	LEXISNEXIS	LEO DATABASE	252.50
00385350	TRANSUNION RISK AND ALTERNATIVE	LEO DATABASE	75.60
00385357	WISECARVER JR, JIMMY R	EXPENSE REIMBURSEMENT	127.23
00385406	CONTRA COSTA COUNTY	CRIME LAB FORENSICS	27,809.50
00385416	DS WATERS OF AMERICA	WATER SERVICE	146.41
00385432	INABNETT, KELLY	EXPENSE REIMBURSEMENT	114.50
00385451	RETIREE	ADVANCED DISABILITY PENSION	5,028.00
00385476	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	10,450.00
00385489	TRANSUNION RISK AND ALTERNATIVE	LEO DATABASE	66.00
00385615	CLEARVIEW AI INC	SOFTWARE	3,000.00
00385623	CRITICAL REACH	APBNET	1,110.00
00385662	LOS ANGELES CO AUDITOR CONTROL.	GSR ANALYSIS	1,608.00
00385695	VERIZON WIRELESS	CELL ANALYSIS	110.00

**Police Special Operations Unit**

00385233	AUTO WORLD INC	VEHICLE LEASE	541.25
00385349	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	599.36
00385374	AUTO WORLD INC	VEHICLE LEASE	541.25
00385417	EAN SERVICES LLC	VEHICLE LEASE	870.43
00385482	SPECIAL SERVICES GROUP LLC	SUBSCRIPTION RENEWAL	600.00
00385488	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	537.26
00385692	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	629.33

**Police Communications**

00385250	COMCAST	CONNECTION SERVICES	1,055.39
00385370	AT AND T MCI	LONG DISTANCE LINES	56.51
00385513	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,757.00
00385539	ENTISYS SOLUTIONS INC	WARRANTY RENEWAL	1,776.00
00385567	MARK 43 INC	SOFTWARE SERVICES	165,212.00
00385594	VERIZON WIRELESS	DATA SERVICES	2,318.61

**Office Of Emergency Management**

00385513	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	9.95
----------	-----------------	---------------------------	------

**Police Community Volunteers**

00300842	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	6.00
00385423	GALLS LLC	UNIFORMS	203.02

**Police Facilities Maintenance**

00385232	AT AND T MOBILITY	DEPARTMENT CELL PHONES	5,937.77
00385300	LOWES COMPANIES INC	SUPPLIES	134.45
00385327	ROBINS LOCK AND KEY	PROFESSIONAL SERVICES	80.00
00385328	ROCHESTER MIDLAND CORP	MAINTENANCE SERVICES	1,566.90
00385346	SYSTEMS AND SPACE INC	RIFLE LOCKERS	16,247.28
00385429	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	7,233.00
00385445	LOWES COMPANIES INC	SUPPLIES	117.14



CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 28, 2019 - JANUARY 2, 2020  
 FUND/CHECK#

00385469	REAL PROTECTION INC	INSPECTION SERVICES	311.38
00385513	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	360.89
00385553	HOME DEPOT, THE	SUPPLIES	259.86
00385578	RICKIES ROOF REPAIR	REPAIR SERVICES	2,100.00
00385647	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	7,233.00
00385675	PACIFIC GAS AND ELECTRIC CO	GAS	20,590.09
00385677	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	684.00
00935742	CLUB CARE INC	REPAIR SERVICES	244.28
00935750	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,400.00
<b>P &amp; R Administration</b>			
00385300	LOWES COMPANIES INC	SUPPLIES	34.24
00385378	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	6,421.32
00385445	LOWES COMPANIES INC	SUPPLIES	92.97
00385453	MITY LITE INC	PORTABLE STAGES	5,151.61
00385483	STAGELINE MOBILE SATGE INC	MOBILE STAGE	41,805.00
<b>Community Development Land Planning Services</b>			
00385271	FREEDOM FOREVER LLC	GP MAINT FEE REFUND	21.90
00385345	SUNRUN	GP MAINT FEE REFUND	23.46
00385382	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	20.00
00385418	EIDEN, KITTY J	MINUTES CLERK	84.00
00385428	HOME DEPOT, THE	GP MAINT FEE REFUND	7.05
00385448	MAR CAL	SUPPLIES	455.92
00385466	PETERSEN DEAN SOLAR INC	GP MAINT FEE REFUND	12.52
00385487	SUNRUN	GP MAINT FEE REFUND	24.95
00385495	VIVINT SOLAR DEVELOPER LLC	GP MAINT FEE REFUND	49.22
00385595	VIVINT SOLAR DEVELOPER LLC	GP MAINT FEE REFUND	39.89
<b>CD Code Enforcement</b>			
00385300	LOWES COMPANIES INC	SUPPLIES	345.22
00385382	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	768.06
00385405	CONTRA COSTA COUNTY	RECORDING FEES	99.00
00385519	BRIDGEHEAD SELF STORAGE	STORAGE FEE	230.00
00385571	NEXTEL SPRINT	CELL PHONE	790.50
00385650	K2GC	PROFESSIONAL SERVICES	809.45
00385680	RAMBLAS, CATHERINE	EXPENSE REIMBURSEMENT	76.07
<b>PW Engineer Land Development</b>			
00385313	OFFICE DEPOT INC	OFFICE SUPPLIES	403.81
00385331	SALABER ASSOCIATES INC	INSPECTION SERVICES	28,260.00
00385405	CONTRA COSTA COUNTY	RECORDING FEES	851.00
00385571	NEXTEL SPRINT	CELL PHONE	417.02
00385594	VERIZON WIRELESS	DATA SERVICES	76.02
00935740	TESTING ENGINEERS INC	MATERIAL TESTING	5,362.50
00935754	TESTING ENGINEERS INC	MATERIAL TESTING	1,450.50
00935765	RAY MORGAN COMPANY	COPIER USAGE	389.40
00935769	TESTING ENGINEERS INC	MATERIAL TESTING	3,623.50
<b>Community Development Building Inspection</b>			
00300764	AMERICAN TROPHIES	CITY PINS	115.97
00385271	FREEDOM FOREVER LLC	TECHNOLOGY FEE REFUND	257.68

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00385345	SUNRUN	BLDG PERMIT FEE REFUND	258.92
00385382	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,785.75
00385428	HOME DEPOT, THE	TECHNOLOGY FEE REFUND	118.44
00385459	OFFICE DEPOT INC	OFFICE SUPPLIES	242.03
00385466	PETERSEN DEAN SOLAR INC	ENERGY INSP FEE REFUND	210.35
00385487	SUNRUN	BLDG PERMIT FEE REFUND	260.12
00385495	VIVINT SOLAR DEVELOPER LLC	ENERGY INSP FEE REFUND	759.86
00385571	NEXTEL SPRINT	CELL PHONE	215.31
00385595	VIVINT SOLAR DEVELOPER LLC	ENERGY INSP FEE REFUND	512.24
<b>Capital Imp. Administration</b>			
00206532	ISINGS CULLIGAN	WATER SERVICE	66.19
00385243	BUENTING, SCOTT W	EXPENSE REIMBURSEMENT	73.61
00385313	OFFICE DEPOT INC	OFFICE SUPPLIES	326.02
00385543	FIRST VANGUARD RENTALS & SALES	SUPPLIES	108.08
00385571	NEXTEL SPRINT	CELL PHONE	208.51
00385572	OFFICE DEPOT INC	OFFICE SUPPLIES	140.58
00385594	VERIZON WIRELESS	DATA SERVICES	38.01
<b>209</b>	<b>RMRA Fund</b>		
<b>Non Departmental</b>			
00935763	JJR CONSTRUCTION INC	RETENTION RELEASE PAYMENT	15,085.65
<b>Streets</b>			
00385261	DYNATEST NORTH AMERICA INC	PAVEMENT REHABILITATION	22,282.00
<b>212</b>	<b>CDBG Fund</b>		
<b>CDBG</b>			
00385537	ECHO HOUSING	CDBG SERVICES	6,852.80
00935733	HOUSE, TERI	CONSULTING SERVICES	3,185.00
00935745	HOUSE, TERI	CONSULTING SERVICES	580.00
<b>213</b>	<b>Gas Tax Fund</b>		
<b>Streets</b>			
00385215	AL FRESCO LANDSCAPING INC	LANDSCAPE ENHANCEMENTS	5,760.00
00385464	PEREZ NURSERY AND LANDSCAPING	LANDSCAPE ENHANCEMENTS	5,650.70
00385490	TREESAP FARMS LLC	LANDSCAPE ENHANCEMENTS	293.72
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	32,915.57
<b>214</b>	<b>Animal Control Fund</b>		
<b>Animal Control</b>			
00385252	CONCORD FEED	CAT LITTER	367.00
00385263	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	413.30
00385276	HARDING IV, GEORGE WARREN	EXPENSE REIMBURSEMENT	153.86
00385280	HILLS PET NUTRITION	SUPPLIES	447.73
00385309	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	967.81
00385313	OFFICE DEPOT INC	OFFICE SUPPLIES	258.26
00385359	ZOETIS LLC	VETERINARY SUPPLIES	146.67
00385377	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	502.95
00385400	CONCORD UNIFORMS LLC	UNIFORMS	376.93
00385427	HILLS PET NUTRITION	SUPPLIES	227.13
00385456	MWI VETERINARY SUPPLY CO	VETERINARY SERVICES	759.33
00385494	VICTOR MEDICAL COMPANY	RESCUE CONCENTRATE	1,870.43

Prepared by: Lauren Posada

Finance Accounting

1/9/2020

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00385497	ZOETIS LLC	VETERINARY SUPPLIES	172.15
00385500	AIRGAS INC	SUPPLIES	36.10
00385513	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	150.00
00385517	BOEHRINGER INGELHEIM ANIMAL	VETERINARY SUPPLIES	424.22
00385541	ETHRIDGE, MELISSA MARIE	MILEAGE REIMBURSEMENT	113.10
00385542	ETHRIDGE, MELISSA MARIE	TRAINING PER DIEM	330.00
00385564	LIONS GATE HOTEL	LODGING - M ETHRIDGE	541.75
00385585	STARLINE SUPPLY COMPANY	OPERATING SUPPLIES	683.10
00385625	DATAMARS PETLINK	MICROCHIPS	2,594.69
00385630	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,230.11
00385646	HILLS PET NUTRITION	SUPPLIES	499.62
00385654	KOEFRAAN SERVICES INC	CREMATION SERVICES	1,850.00
00385672	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,036.71
00385675	PACIFIC GAS AND ELECTRIC CO	GAS	1,083.69
00935737	MOBILE MINI LLC	STORAGE UNIT	121.90
00935747	IDEXX LABORATORIES INC	VETERINARY TESTING	194.68
<b>215</b>	<b>Civic Arts Fund</b>		
	<i>Civic Arts</i>		
00385469	REAL PROTECTION INC	INSPECTION SERVICES	67.60
<b>216</b>	<b>Park-In-Lieu Fund</b>		
	<i>Parks &amp; Open Space</i>		
00385491	TRIDENT ENVIRONMENTAL & ENGINEER PROFESSIONAL SERVICES		2,281.00
<b>219</b>	<b>Recreation Fund</b>		
	<i>Non Departmental</i>		
00385228	ARCA RIOS, JENNIFER	RENTAL DEPOSIT REFUND	500.00
00385283	HUB INTERNATIONAL OF CA INSUR.	EVENT INSURANCE	1,024.32
00385419	FAITH WORSHIP CENTER	RENTAL DEPOSIT REFUND	500.00
00385449	MARAVILA, GABRIELA	RENTAL DEPOSIT REFUND	1,000.00
00385528	CRUZ, MARICELA	SECURITY GUARD REFUND	1,500.00
00385626	DE LE TORRE, MARTIN	RENTAL DEPOSIT REFUND	1,000.00
00385638	GLENN, SYNETTRA	RENTAL DEPOSIT REFUND	500.00
00385682	RODRIQUEZ, ALONSO	RENTAL DEPOSIT REFUND	1,000.00
	<i>Nick Rodriguez Community Cent</i>		
00385236	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	69.56
00385391	CABRAL, MONSERRAT	EXPENSE REIMBURSEMENT	118.06
00385445	LOWES COMPANIES INC	SUPPLIES	67.23
00385449	MARAVILA, GABRIELA	RENTAL REFUND	112.00
00385469	REAL PROTECTION INC	INSPECTION SERVICES	94.64
00385675	PACIFIC GAS AND ELECTRIC CO	GAS	1,382.46
00385677	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	342.00
00935750	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
	<i>Senior Programs</i>		
00385337	SOLID ROCK CAFE	THANKSGIVING DINNER AT ASC	1,001.00
00385429	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	5,406.25
00385445	LOWES COMPANIES INC	SUPPLIES	32.83
00385459	OFFICE DEPOT INC	OFFICE SUPPLIES	64.42
00385477	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	272.00



CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00385647	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	5,406.25
00385675	PACIFIC GAS AND ELECTRIC CO	GAS	921.63
00385677	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	342.00
00935750	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1.00
<b>Recreation Sports Programs</b>			
00385254	COSTCO	CONCESSIONS SUPPLIES	39.93
00385300	LOWES COMPANIES INC	SUPPLIES	412.18
00385387	BIG SKY LOGOS AND EMBROIDERY	ADULT SOFTBALL AWARDS	659.28
00385445	LOWES COMPANIES INC	SUPPLIES	56.77
00385652	KIDZ LOVE SOCCER INC	INDOOR SOCCER CLASS FEES	1,201.50
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	4,138.86
00385677	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	384.00
<b>Recreation-Comm Center</b>			
00206612	DELTA KAYAK ADVENTURES	CONTRACTOR PAYMENT	35.40
00206613	MOSS, VERSHON	CLASS REFUND	56.00
00385250	COMCAST	CONNECTION SERVICES	50.01
00385254	COSTCO	SUPPLIES	309.68
00385260	DUGAND, KARINA	CONTRACTOR PAYMENT	400.20
00385273	GEDDES MUSIC BRENTWOOD	CPNTRACTOR PAYMENT	345.60
00385288	JENNIFER LYNN HINES	RECREATION GUIDE DESIGN	5,565.80
00385295	KOVALICK, LUANNE	CONTRACTOR	530.40
00385300	LOWES COMPANIES INC	SUPPLIES	158.11
00385304	MONSTER MURAL LLC, THE	PARTS	18.00
00385306	MUIR, ROXANNE	CONTRACTOR PAYMENT	351.00
00385316	PARKINK	STAFF SHIRTS	3,334.97
00385323	QPCS LLC	CAMERA SYSTEM SERVICE	550.00
00385363	AMERICAN TROPHIES	CITY PINS	126.18
00385372	AT AND T MCI	PHONE	66.08
00385375	AWNING DETAILERS	CLEANING SERVICES	500.00
00385378	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	750.84
00385414	DPH SOUND	HOLIDAY PARADE & TREE LIGHTING	2,180.83
00385419	FAITH WORSHIP CENTER	RENTAL REFUND	150.00
00385429	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	9,930.25
00385445	LOWES COMPANIES INC	SUPPLIES	46.69
00385472	RIDLEY, DEXTER	CONTRACTOR PAYMENT	126.00
00385522	CASEY PRINTING INC	PRINTING SERVICES	10,881.90
00385535	DUGAND, KARINA	CONTRACTOR PAYMENT	1,429.80
00385547	GEDDES MUSIC BRENTWOOD	CONTRACTOR PAYMENT	230.40
00385558	JUMP BUNCH	CONTRACTOR PAYMENT	216.00
00385594	VERIZON WIRELESS	DATA SERVICES	38.01
00385647	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	9,930.25
00385664	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	1,663.20
00935762	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	269.31
00935818	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	2,630.00
<b>Recreation Water Park</b>			
00385219	AMERICAN RED CROSS	LIFEGUARD TRAINING	330.00
00385245	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	49.00

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00385251	COMCAST	CONNECTION SERVICES	48.67
00385259	DIABLO LIVE SCAN	FINGERPRINTING FEES	20.00
00385294	KNORR SYSTEMS INC	CHEMICALS	181.96
00385310	NEOFUNDS BY NEOPOST	POSTAGE	56.30
00385362	AMERICAN RED CROSS	OPERATING SUPPLIES	132.00
00385378	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	228.85
00385398	COLE SUPPLY CO INC	SUPPLIES	221.58
00385399	COMMERCIAL POOL SYSTEMS INC	MAINTENANCE SERVICES	2,598.08
00385429	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	2,389.00
00385438	KNORR SYSTEMS INC	CHEMICALS	853.77
00385445	LOWES COMPANIES INC	SUPPLIES	11.13
00385469	REAL PROTECTION INC	INSPECTION SERVICES	196.87
00385498	AAA FIRE PROTECTION SVCS	FIRE SYSTEM INSPECTION	506.77
00385569	NEOFUNDS BY NEOPOST	POSTAGE	116.32
00385571	NEXTEL SPRINT	CELL PHONE	33.92
00385618	COMCAST	CONNECTION SERVICES	48.67
00385647	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	2,389.00
00385675	PACIFIC GAS AND ELECTRIC CO	GAS	11,594.42
00935750	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00935818	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	4,548.33
<b>222</b>	<b>Measure C/J Fund</b>		
	<b>Non Departmental</b>		
00935763	JJR CONSTRUCTION INC	RETENTION RELEASE PAYMENT	89,461.62
	<b>Streets</b>		
00935749	JJR CONSTRUCTION INC	CURB RAMP PROJECT	312,103.76
<b>226</b>	<b>Solid Waste Reduction Fund</b>		
	<b>Solid Waste</b>		
00385382	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	28.16
00385459	OFFICE DEPOT INC	OFFICE SUPPLIES	37.12
00385518	BRETT MR ECO EDWARDS	SCHOOL SHOW	900.00
00385555	ICLEI USA MEMBERSHIP	MEMBERSHIP RENEWAL	1,750.00
<b>229</b>	<b>Pollution Elimination Fund</b>		
	<b>Channel Maintenance Operation</b>		
00385300	LOWES COMPANIES INC	FENCE	117.02
00385303	MECOM EQUIPMENT LLC	EQUIPMENT RENTAL	14,353.50
00385360	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,800.00
00385445	LOWES COMPANIES INC	SUPPLIES	11.38
00385571	NEXTEL SPRINT	CELL PHONE	51.88
00385575	PORTER, CLEVELAND J	EXPENSE REIMBURSEMENT	45.00
	<b>Storm Drain Administration</b>		
00385281	HOFFMEISTER, PHILIP L	MILEAGE REIMBURSEMENT	100.92
00385340	SWRCB	ANNUAL PERMIT FEE	28,461.00
<b>238</b>	<b>PEG Franchise Fee Fund</b>		
	<b>Non Departmental</b>		
00385474	SABOO INC	COUNCIL CHAMBERS PROJECT	335,682.09

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
	<b><i>Lonetree Maintenance Zone 1</i></b>		
00385335	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,824.00
00385347	TERRACARE ASSOCIATES	TURF MOWING	136.60
00385481	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,020.00
00385583	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,020.00
00385590	TERRACARE ASSOCIATES	TURF MOWING	136.60
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	806.89
	<b><i>Lonetree Maintenance Zone 2</i></b>		
00385583	SILVA LANDSCAPE	LANDSCAPE SERVICES	7,524.00
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	776.81
	<b><i>Lonetree Maintenance Zone 3</i></b>		
00385587	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,100.00
	<b><i>Lonetree Maintenance Zone 4</i></b>		
00385216	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	2,151.90
00385347	TERRACARE ASSOCIATES	TURF MOWING	218.56
00385360	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	2,869.44
00385501	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,586.80
00385590	TERRACARE ASSOCIATES	TURF MOWING	218.56
<b>252</b>	<b>Downtown SLLMD Fund</b>		
	<b><i>Downtown Maintenance</i></b>		
00385347	TERRACARE ASSOCIATES	TURF MOWING	136.60
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,690.88
00385587	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	2,200.00
00385590	TERRACARE ASSOCIATES	TURF MOWING	136.60
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	390.37
<b>253</b>	<b>Almondridge SLLMD Fund</b>		
	<b><i>Almondridge Maintenance</i></b>		
00385481	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,496.00
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	220.45
<b>254</b>	<b>Hillcrest SLLMD Fund</b>		
	<b><i>Hillcrest Maintenance Zone 1</i></b>		
00385347	TERRACARE ASSOCIATES	TURF MOWING	355.16
00385590	TERRACARE ASSOCIATES	TURF MOWING	355.16
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	692.41
	<b><i>Hillcrest Maintenance Zone 2</i></b>		
00385347	TERRACARE ASSOCIATES	TURF MOWING	486.30
00385587	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	3,725.00
00385590	TERRACARE ASSOCIATES	TURF MOWING	486.30
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	775.06
	<b><i>Hillcrest Maintenance Zone 4</i></b>		
00385347	TERRACARE ASSOCIATES	TURF MOWING	273.20
00385590	TERRACARE ASSOCIATES	TURF MOWING	273.20
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	688.18
<b>255</b>	<b>Park 1A Maintenance District Fund</b>		
	<b><i>Park 1A Maintenance District</i></b>		
00385347	TERRACARE ASSOCIATES	TURF MOWING	355.16

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00385412	DEJESUS PUMP AND WELL DRILLING	PARTS	2,255.67
00385590	TERRACARE ASSOCIATES	TURF MOWING	355.16
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	80.28
<b>256</b>	<b>Citywide 2A Maintenance District Fund</b>		
	<b>Citywide 2A Maintenance Zone 3</b>		
00385347	TERRACARE ASSOCIATES	TURF MOWING	5.46
00385590	TERRACARE ASSOCIATES	TURF MOWING	5.46
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	81.31
	<b>Citywide 2A Maintenance Zone 4</b>		
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	340.18
	<b>Citywide 2A Maintenance Zone 5</b>		
00385481	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,232.00
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	536.67
	<b>Citywide 2A Maintenance Zone 6</b>		
00385335	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,608.00
00385347	TERRACARE ASSOCIATES	TURF MOWING	327.84
00385481	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,200.00
00385590	TERRACARE ASSOCIATES	TURF MOWING	327.84
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	246.01
	<b>Citywide 2A Maintenance Zone 8</b>		
00385347	TERRACARE ASSOCIATES	TURF MOWING	27.32
00385481	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,496.00
00385590	TERRACARE ASSOCIATES	TURF MOWING	27.32
	<b>Citywide 2A Maintenance Zone 9</b>		
00385216	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,586.80
00385347	TERRACARE ASSOCIATES	TURF MOWING	81.96
00385590	TERRACARE ASSOCIATES	TURF MOWING	81.96
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	503.23
00385685	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,752.00
	<b>Citywide 2A Maintenance Zone10</b>		
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	150.65
<b>257</b>	<b>SLLMD Administration Fund</b>		
	<b>SLLMD Administration</b>		
00206425	DPR	CERTIFICATE RENEWAL	60.00
00300921	INTERN. SOCIETY OF ARBORICULTURE	MEMBERSHIP RENEWAL	185.00
00385224	ANTIOCH ACE HARDWARE	SUPPLIES	8.82
00385300	LOWES COMPANIES INC	IRRIGATION PARTS	51.20
00385344	STEWARTS TREE SERVICE INC	TREE SERVICES	3,200.00
00385347	TERRACARE ASSOCIATES	TURF MOWING	327.84
00385364	ANTIOCH ACE HARDWARE	SUPPLIES	47.28
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	70.09
00385445	LOWES COMPANIES INC	SUPPLIES	165.30
00385473	ROBERTS AND BRUNE CO	SUPPLIES	48.50
00385507	ANTIOCH ACE HARDWARE	SUPPLIES	35.33
00385571	NEXTEL SPRINT	CELL PHONE	116.34
00385590	TERRACARE ASSOCIATES	TURF MOWING	327.84
00385594	VERIZON WIRELESS	DATA SERVICES	76.02

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00385597	WATERSAVERS IRRIGATION	IRRIGATION SUPPLIES	2,635.35
<b>311</b>	<b>Capital Improvement Fund</b>		
	<b>Energy Efficiency</b>		
00385518	BRETT MR ECO EDWARDS	SCHOOL SHOW	900.00
	<b>Northeast Annexation</b>		
00385293	KLEINFELDER INC	PROFESSIONAL SERVICES	3,208.04
00385653	KLEINFELDER INC	PROFESSIONAL SERVICES	1,062.66
<b>376</b>	<b>Lone Diamond Fund</b>		
	<b>Assessment District</b>		
00385523	CENTRAL SELF STORAGE	STORAGE FEE	302.00
<b>416</b>	<b>Honeywell Capital Lease Fund</b>		
	<b>Non Departmental</b>		
00385234	BANK OF AMERICA	DEBT SERVICE PAYMENT	45,917.90
<b>569</b>	<b>Vehicle Replacement Fund</b>		
	<b>Equipment Maintenance</b>		
00385483	STAGELINE MOBILE SATGE INC	MOBILE STAGE	65,000.00
<b>570</b>	<b>Equipment Maintenance Fund</b>		
	<b>Non Departmental</b>		
00385284	HUNT AND SONS INC	FUEL	30,511.58
	<b>Equipment Maintenance</b>		
00385225	ANTIOCH AUTO PARTS	AUTO PARTS	574.08
00385230	ARMOUR PETROLEUM SERVICE	REPAIR SERVICES	777.49
00385231	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	90.00
00385239	BILL BRANDT FORD	BRAKE PARTS	210.68
00385246	CHUCKS BRAKE AND WHEEL SERVICE	AUTO PARTS	147.36
00385268	FALCON COLLISION REPAIR INC	EMERGENCY REPAIR	6,675.24
00385286	IN USE SOLUTIONS	MAINTENANCE SERVICES	1,040.00
00385314	OREILLY AUTO PARTS	AUTO PARTS	883.71
00385354	WALNUT CREEK FORD	AUTO PARTS	671.85
00385365	ANTIOCH AUTO PARTS	AUTO PARTS	2,527.03
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,357.87
00385388	BILL BRANDT FORD	MAINTENANCE SERVICES	150.00
00385434	JACK DOHENY SUPPLIES INC	PARTS	80.24
00385450	MATCO TOOLS	TOOL PAYMENT	262.09
00385460	OREILLY AUTO PARTS	AUTO PARTS	321.54
00385496	WALNUT CREEK FORD	AUTO PARTS	24.85
00385499	AFFORDABLE TIRE CENTER	MAINTENANCE SERVICES	30.00
00385502	ALL PRO GLASS INC	PROFESSIONAL SERVICES	250.00
00385512	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	187.50
00385550	HARLEY DAVIDSON	AUTO PARTS	1,807.57
00385553	HOME DEPOT, THE	SUPPLIES	140.37
00385559	KEN KELLER SALES	AUTO PARTS	302.10
00385576	PUBLIC FLEET SUPERVISORS ASSOC	MEMBERSHIP DUES	65.00
00385594	VERIZON WIRELESS	DATA SERVICES	38.01
00385600	ANTIOCH AUTO PARTS	AUTO PARTS	1,732.21
00385608	BILL BRANDT FORD	AUTO PARTS	118.36
00385613	CHUCKS BRAKE AND WHEEL SERVICE	AUTO PARTS	1,407.35

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00385657	LES SCHWAB TIRES OF CALIFORNIA	TIRE REPAIR	44.59
00385674	OREILLY AUTO PARTS	AUTO PARTS	710.99
00385675	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	569.54
00385689	STOMMEL INC	LIGHTS	422.67
00385697	WALNUT CREEK FORD	AUTO PARTS	201.31
00935731	GRAINGER INC	SUPPLIES	42.02
00935738	PETERSON TRACTOR CO	AUTO PARTS	702.03
00935853	KIMBALL MIDWEST	AUTO PARTS	442.70
<b>573</b>	<b>Information Services Fund</b>		
	<b>Non Departmental</b>		
00385236	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,905.16
	<b>Network Support &amp; PCs</b>		
00385250	COMCAST	CONNECTION SERVICES	1,648.22
00385251	COMCAST	CONNECTION SERVICES	164.75
00385524	COMCAST	CONNECTION SERVICES	240.26
00935729	DIGITAL SERVICES	WEBSITE MAINTENANCE	3,085.00
	<b>Telephone System</b>		
00385218	AMERICAN MESSAGING	PAGER SERVICE	83.62
00385372	AT AND T MCI	PHONE	546.81
	<b>GIS Support Services</b>		
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	133.00
	<b>Office Equipment Replacement</b>		
00385279	HEWLETT PACKARD COMPANY	COMPUTER HARDWARE	239,088.41
00935728	DELL COMPUTER CORP	COMPUTERS	35,368.60
00935760	DELL COMPUTER CORP	COMPUTER EQUIPMENT	1,299.48
<b>577</b>	<b>Post Retirement Medical-Police Fund</b>		
	<b>Non Departmental</b>		
00385609	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00385611	RETIREE	MEDICAL AFTER RETIREMENT	762.82
00385637	RETIREE	MEDICAL AFTER RETIREMENT	1,090.58
00385655	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00385667	RETIREE	MEDICAL AFTER RETIREMENT	1,321.13
00385699	RETIREE	SCHEDULED PAYMENT	17.69
00935771	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00935772	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00935779	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00935781	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00935782	RETIREE	MEDICAL AFTER RETIREMENT	1,433.99
00935786	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00935787	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00935793	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00935799	RETIREE	MEDICAL AFTER RETIREMENT	1,000.95
00935801	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00935804	RETIREE	MEDICAL AFTER RETIREMENT	563.78
00935807	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00935819	RETIREE	MEDICAL AFTER RETIREMENT	1,536.98
00935824	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98



CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00935825	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00935826	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00935837	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00935840	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00935841	RETIREE	MEDICAL AFTER RETIREMENT	1,378.92
00935842	RETIREE	MEDICAL AFTER RETIREMENT	275.71
00935843	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00935854	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00935855	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00935858	RETIREE	MEDICAL AFTER RETIREMENT	131.98
00935869	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00935870	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00935883	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00935885	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00935887	RETIREE	MEDICAL AFTER RETIREMENT	1,013.74
00935890	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00935899	RETIREE	MEDICAL AFTER RETIREMENT	566.53
00935901	RETIREE	MEDICAL AFTER RETIREMENT	1,420.72
00935911	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00935913	RETIREE	MEDICAL AFTER RETIREMENT	768.49
00935918	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00935923	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00935934	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00935935	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00935938	RETIREE	MEDICAL AFTER RETIREMENT	629.49
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
	<b>Non Departmental</b>		
00385607	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00385628	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00385639	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00385643	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00385683	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00385694	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00935773	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00935774	RETIREE	MEDICAL AFTER RETIREMENT	188.03
00935780	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935785	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935790	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00935791	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00935794	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00935795	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935796	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935800	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935810	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935811	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00935814	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935817	RETIREE	MEDICAL AFTER RETIREMENT	97.69



CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00935821	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935822	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935830	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935831	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935832	RETIREE	MEDICAL AFTER RETIREMENT	126.13
00935836	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935839	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935849	RETIREE	MEDICAL AFTER RETIREMENT	212.39
00935857	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935860	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935862	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935863	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935867	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935876	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00935878	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935879	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935882	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935884	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935889	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935893	RETIREE	MEDICAL AFTER RETIREMENT	97.67
00935898	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935900	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935905	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935916	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935921	RETIREE	MEDICAL AFTER RETIREMENT	79.02
00935922	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00935924	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935926	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935933	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935936	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935937	RETIREE	MEDICAL AFTER RETIREMENT	570.38
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
	<b>Non Departmental</b>		
00385614	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00385635	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00385641	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00385645	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00385658	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00385668	RETIREE	MEDICAL AFTER RETIREMENT	437.37
00385669	RETIREE	MEDICAL AFTER RETIREMENT	735.38
00935775	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935783	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935784	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935788	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00935789	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00935792	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935797	RETIREE	MEDICAL AFTER RETIREMENT	334.38





CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00935802	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935803	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935805	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00935808	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00935809	RETIREE	MEDICAL AFTER RETIREMENT	188.03
00935812	RETIREE	MEDICAL AFTER RETIREMENT	32.52
00935813	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935815	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00935816	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935820	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00935827	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935828	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935829	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935833	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935834	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935835	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00935844	RETIREE	MEDICAL AFTER RETIREMENT	346.39
00935845	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00935848	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935850	RETIREE	MEDICAL AFTER RETIREMENT	700.38
00935851	RETIREE	MEDICAL AFTER RETIREMENT	223.62
00935852	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00935856	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00935859	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935861	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00935864	RETIREE	MEDICAL AFTER RETIREMENT	50.71
00935865	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935866	RETIREE	MEDICAL AFTER RETIREMENT	1,151.48
00935872	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00935873	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00935874	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935875	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935880	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935881	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935886	RETIREE	MEDICAL AFTER RETIREMENT	607.47
00935888	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935891	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935892	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935894	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00935895	RETIREE	MEDICAL AFTER RETIREMENT	155.70
00935896	RETIREE	MEDICAL AFTER RETIREMENT	874.40
00935897	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00935902	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935903	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935904	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935906	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00935907	RETIREE	MEDICAL AFTER RETIREMENT	630.56

Prepared by: Lauren Posada

Finance Accounting

1/9/2020

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00935908	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935910	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935912	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00935914	RETIREE	MEDICAL AFTER RETIREMENT	221.49
00935915	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935917	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00935919	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00935925	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935927	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935928	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00935929	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00935930	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00935931	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00935932	RETIREE	MEDICAL AFTER RETIREMENT	1,706.12
<b>611</b>	<b>Water Fund</b>		
	<b>Non Departmental</b>		
00385220	AMERICAN TEXTILE AND SUPPLY	CLEANING RAGS	278.59
00385240	BISHOP CO	SUPPLIES	221.34
00385248	COLE SUPPLY CO INC	SUPPLIES	2,032.93
00385256	CRYSTAL CLEAR LOGOS INC	UNIFORMS	564.25
00385285	IDN WILCO	SUPPLIES	929.59
00385300	LOWES COMPANIES INC	SUPPLIES	17.87
00385313	OFFICE DEPOT INC	OFFICE SUPPLIES	1,731.25
00385315	PACE SUPPLY CORP	SUPPLIES	1,158.05
00385326	ROBERTS AND BRUNE CO	SUPPLIES	4,190.63
00385413	DELTA DIABLO	SRF LOAN PAYMENT	252,026.18
00385445	LOWES COMPANIES INC	SUPPLIES	87.56
00385486	SWRCB	ANNUAL DEBT SERVICE	106,818.76
00385508	ANTIOCH AUTO PARTS	SUPPLIES	890.69
00385536	EAST BAY WORK WEAR	SUPPLIES	1,402.89
00385556	IDN WILCO	MASTER LOCKS	529.65
00935731	GRAINGER INC	SUPPLIES	4,326.88
00935732	HAMMONS SUPPLY COMPANY	SUPPLIES	1,252.55
00935744	GRAINGER INC	SUPPLIES	1,017.03
	<b>Water Supervision</b>		
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	12.50
00385486	SWRCB	ANNUAL DEBT SERVICE	5,372.20
00385571	NEXTEL SPRINT	CELL PHONE	174.51
00385594	VERIZON WIRELESS	DATA SERVICES	152.04
	<b>Water Production</b>		
00385225	ANTIOCH AUTO PARTS	AUTO PARTS	218.47
00385227	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	108.12
00385241	BORGES AND MAHONEY	SUPPLIES	2,224.98
00385270	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	185.83
00385275	HACH CO	LAB SUPPLIES	1,459.57
00385277	HARRINGTON INDUSTRIAL PLASTICS	PARTS & SERVICE	44.74
00385290	KAPSCH TRAFFICOM USA INC	PROFESSIONAL SERVICES	12,930.00

Prepared by: Lauren Posada

Finance Accounting

1/9/2020

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00385291	KARL NEEDHAM ENTERPRISES INC	CENTRIFUGE RENTAL	29,357.85
00385296	KRUGER INC	PROFESSIONAL SERVICES	16,010.47
00385300	LOWES COMPANIES INC	SUPPLIES	120.12
00385301	M AND L OVERHEAD DOORS	MAINTENANCE SERVICES	970.66
00385326	ROBERTS AND BRUNE CO	SUPPLIES	349.60
00385351	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,892.93
00385352	VILLASANA, LAURA ALBIDRESS	EXPENSE REIMBURSEMENT	90.00
00385368	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	54.06
00385369	ASCO POWER SERVICES INC	PROFESSIONAL SERVICES	5,681.00
00385371	AT AND T MCI	PHONE	33.03
00385372	AT AND T MCI	PHONE	99.09
00385395	CITY OF BRENTWOOD	GROUNDWATER SUPPORT SERVICE	1,157.07
00385440	LAW OFFICE OF MATTHEW EMRICK	WATER RIGHTS	7,383.95
00385480	SIEMENS INDUSTRY INC	PARTS & SERVICE	1,507.60
00385493	UNIVAR SOLUTIONS USA INC	CHEMICALS	3,313.86
00385504	ALLIED 100	PARTS	70.32
00385506	AMERICAN WATER WORKS ASSOC.	CONFERENCE	675.00
00385507	ANTIOCH ACE HARDWARE	SUPPLIES	16.70
00385508	ANTIOCH AUTO PARTS	AUTO PARTS	10.90
00385511	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES	54.06
00385515	BARTLE WELLS ASSOCIATES INC	CCWD RATE REVIEW	1,122.00
00385525	CONTRA COSTA WATER DISTRICT	CANAL WEST PUMP STATION	592,265.43
00385526	CONTRA COSTA WATER DISTRICT	CANAL EAST PUMP STATION	277,228.94
00385540	ENVIRONMENTAL RESOURCE ASSOC.	LAB TESTING	983.09
00385544	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	740.17
00385548	GUALCO GROUP INC, THE	GOVERNMENT RELATION SERVICES	4,180.00
00385549	HACH CO	LAB SUPPLIES	392.48
00385554	HOUSE, KEVIN SHAW	EXPENSE REIMBURSEMENT	373.00
00385560	KINETIC ENERGY SYSTEMS CORP.	EQUIPMENT	8,065.99
00385571	NEXTEL SPRINT	CELL PHONE	78.27
00385586	SWRCB	WATER SYSTEM ANNUAL FEES	69,046.90
00385591	TRUE BLUE AUTOMATION SERVICES	INSPECTION SERVICES	400.00
00385592	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,717.37
00385593	US BANK	CANON COPIER	79.74
00385594	VERIZON WIRELESS	DATA SERVICES	38.01
00385596	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	6,714.18
00385598	YSI INC	PARTS	600.18
00385602	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES	54.06
00385634	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	243.87
00385644	HARRINGTON INDUSTRIAL PLASTICS	SUPPLIES	419.29
00385675	PACIFIC GAS AND ELECTRIC CO	GAS	171,664.90
00935724	AIRGAS SPECIALTY PRODUCTS	CHEMICAL	2,604.40
00935726	CHEMTRADE CHEMICALS US LLC	CHEMICALS	19,786.76
00935730	EUROFINS EATON ANALYTICAL INC	TESTING AND ANALYSIS	120.00
00935731	GRAINGER INC	SUPPLIES	181.12
00935734	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	387.18
00935743	EUROFINS EATON ANALYTICAL INC	TESTING	625.00

Prepared by: Lauren Posada

Finance Accounting

1/9/2020



CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 28, 2019 - JANUARY 2, 2020  
 FUND/CHECK#

00935750	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	200.00
00935761	EUROFINS EATON ANALYTICAL INC	TESTING	400.00
00935762	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	6,811.00
00935764	KARSTE CONSULTING INC	CONSULTING SERVICES	1,511.25
00935823	EUROFINS EATON ANALYTICAL INC	WATER TESTING AND ANALYSIS	20.00
00935877	PETERSON TRACTOR CO	RENTAL EQUIPMENT	4,419.54
<b>Water Distribution</b>			
00385224	ANTIOCH ACE HARDWARE	EQUIPMENT	67.93
00385238	BECKER, ELLIOT JAMES	CERT FEE REIMBURSEMENT	145.00
00385244	C AND J FAVALORA TRUCKING INC	FULTON RECYCLING PROJECT	12,242.50
00385250	COMCAST	CONNECTION SERVICES	1,055.39
00385258	DELTA DIABLO	RECYCLED WATER	13,723.30
00385265	EH WACHS	PROFESSIONAL SERVICES	3,561.64
00385269	FASTENAL CO	SUPPLIES	655.50
00385292	KELLY MOORE PAINT CO	PAINT	110.21
00385300	LOWES COMPANIES INC	SUPPLIES	423.82
00385305	MT DIABLO LANDSCAPE CENTERS	SUPPLIES	193.50
00385313	OFFICE DEPOT INC	OFFICE SUPPLIES	24.92
00385324	RICHMOND MACHINE & ENGINEERING	BACKFLOW SUPPLIES	3,750.00
00385326	ROBERTS AND BRUNE CO	SUPPLIES	4,373.96
00385341	SWRCB	CERTIFICATE RENEWAL	140.00
00385342	SWRCB	CERTIFICATE RENEWAL	140.00
00385343	SWRCB	CERTIFICATE RENEWAL	120.00
00385365	ANTIOCH AUTO PARTS	AUTO PARTS	3.77
00385366	ANTIOCH BUILDING MATERIALS	PAVING MATERIALS	6,989.09
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	261.66
00385387	BIG SKY LOGOS AND EMBROIDERY	UNIFORMS	1,613.50
00385390	C AND J FAVALORA TRUCKING INC	HAULING SERVICES	420.00
00385392	CALIFORNIA SURVEYING & DRAFTING	SUPPLIES	162.04
00385393	CANVAS FACTORY	BACKFLOW THERMAL COVERS	5,006.56
00385445	LOWES COMPANIES INC	SUPPLIES	298.05
00385446	LUCERO, ARTHUR S	EXPENSE REIMBURSEMENT	125.92
00385462	PACIFIC CREDIT SERVICES	COLLECTION AGENCY FEES	260.42
00385492	TYLER TECHNOLOGIES	MONTHLY WEBSITE	600.00
00385507	ANTIOCH ACE HARDWARE	SUPPLIES	13.71
00385509	ANTIOCH BUILDING MATERIALS	PAVING MATERIALS	1,352.22
00385529	CWEA SFBS	CERTIFICATE RENEWAL	89.00
00385531	DELTA DIABLO	RECYCLED WATER	8,806.77
00385536	EAST BAY WORK WEAR	UNIFORMS	1,304.61
00385565	M AND L OVERHEAD DOORS	PROFESSIONAL SERVICES	174.04
00385571	NEXTEL SPRINT	CELL PHONE	596.02
00385572	OFFICE DEPOT INC	OFFICE SUPPLIES	908.70
00385573	POLLARDWATER	EQUIPMENT	369.78
00385579	RT LAWRENCE CORP	LOCKBOX PROCESSING	359.66
00385588	SYAR INDUSTRIES INC	OFFICE SUPPLIES	2,108.43
00385594	VERIZON WIRELESS	DATA SERVICES	418.11
00385681	ROBERTS, ARLENE T K	EXPENSE REIMBURSEMENT	25.11

Prepared by: Lauren Posada

Finance Accounting

1/9/2020



CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 28, 2019 - JANUARY 2, 2020  
 FUND/CHECK#

00935731	GRAINGER INC	SUPPLIES	3,368.80
00935732	HAMMONS SUPPLY COMPANY	SUPPLIES	245.42
00935734	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	339.81
00935748	INFOSEND INC	POSTAGE COSTS	4,523.72
00935756	BADGER METER INC	WATER METER/PARTS	74,150.87
00935806	COMPUTERLAND	SUBSCRIPTION SERVICES	9.75
<b>Public Buildings &amp; Facilities</b>			
00385242	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	10,502.50
00385290	KAPSCH TRAFFICOM USA INC	PROFESSIONAL SERVICES	6,525.00
00385307	MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	3,680.00
00385358	WOODARD AND CURRAN	PROFESSIONAL SERVICES	5,540.00
00385394	CDM SMITH INC	CONSULTING SERVICES	3,064.22
00385520	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	7,392.25
00935725	CAROLLO ENGINEERS INC	CONSULTING SERVICES	200,796.05
00935730	EUROFINS EATON ANALYTICAL	TESTING	980.00
00935798	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	183,220.06
<b>621</b>	<b>Sewer Fund</b>		
<b>Swr-Wastewater Administration</b>			
00385244	C AND J FAVALORA TRUCKING	FULTON RECYCLING PROJECT	12,242.50
00385250	COMCAST	CONNECTION SERVICES	1,055.39
00385257	CWEA SFBS	MEMBERSHIP RENEWAL	281.00
00385300	LOWES COMPANIES INC	SUPPLIES	297.96
00385313	OFFICE DEPOT INC	OFFICE SUPPLIES	24.91
00385318	PORTER, CLEVELAND J	RENEWAL FEE REIMBURSEMENT	192.00
00385326	ROBERTS AND BRUNE CO	SUPPLIES	6,120.19
00385334	SIGN A RAMA INC	PRINT SERVICES	275.03
00385356	WESCO RECEIVABLES CORP	SUPPLIES	665.31
00385364	ANTIOCH ACE HARDWARE	SUPPLIES	7.34
00385366	ANTIOCH BUILDING MATERIALS	PAVING MATERIALS	6,989.09
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	239.41
00385387	BIG SKY LOGOS AND EMBROIDERY	UNIFORMS	1,613.49
00385390	C AND J FAVALORA TRUCKING INC	HAULING SERVICES	420.00
00385445	LOWES COMPANIES INC	SUPPLIES	57.08
00385446	LUCERO, ARTHUR S	EXPENSE REIMBURSEMENT	125.92
00385492	TYLER TECHNOLOGIES	MONTHLY WEBSITE	340.00
00385509	ANTIOCH BUILDING MATERIALS	PAVING MATERIALS	1,352.22
00385536	EAST BAY WORK WEAR	SAFETY SHOES - TRUESDELL	300.00
00385565	M AND L OVERHEAD DOORS	PROFESSIONAL SERVICES	174.05
00385571	NEXTEL SPRINT	CELL PHONE	183.22
00385572	OFFICE DEPOT INC	OFFICE SUPPLIES	98.02
00385574	PONDER ENVIRONMENTAL SERVICES	PROFESSIONAL SERVICES	5,930.42
00385579	RT LAWRENCE CORP	LOCKBOX PROCESSING	359.67
00385588	SYAR INDUSTRIES INC	ASPHALT	2,108.43
00385594	VERIZON WIRELESS	DATA SERVICES	3,247.92
00385599	ANTIOCH ACE HARDWARE	PIPE FITTINGS	35.94
00385605	BENCHMARK CONSULTANTS	LAND SURVEYOR	3,850.00
00385670	MT DIABLO LANDSCAPE CENTERS	SOIL	233.54

Prepared by: Lauren Posada

Finance Accounting

1/9/2020

CITY OF  
**ANTIOCH**  
CALIFORNIA

CITY OF ANTIOCH  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
NOVEMBER 28, 2019 - JANUARY 2, 2020  
FUND/CHECK#

00385681	ROBERTS, ARLENE T K	EXPENSE REIMBURSEMENT	25.10
00385684	ROYAL BRASS INC	PIPE FITTINGS	41.52
00935734	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	339.82
00935748	INFOSEND INC	POSTAGE COSTS	4,523.69
00935766	SCOTTO, CHARLES W AND DONNA	BUILDING LEASE	5,000.00
00935770	3T EQUIPMENT COMPANY	REPAIR SERVICES	2,008.52
00935806	COMPUTERLAND	SUBSCRIPTION SERVICES	9.76
<b>Wastewater Collection</b>			
00385563	LAMASSU UTILITY SERVICES INC	REHABILITATION PROJECT	523,945.64
<b>631</b>	<b>Marina Fund</b>		
<b>Marina Administration</b>			
00385300	LOWES COMPANIES INC	SUPPLIES	156.06
00385317	PFLUEGER, MATTHEW JAMES	EXPENSE REIMBURSEMENT	368.00
00385327	ROBINS LOCK AND KEY	PROFESSIONAL SERVICES	729.28
00385379	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	36.76
00385445	LOWES COMPANIES INC	SUPPLIES	740.69
00385465	PEREZ NURSERY AND LANDSCAPING	LANDSCAPE ENHANCEMENTS	6,113.04
00385469	REAL PROTECTION INC	INSPECTION SERVICES	65.62
00385470	RECREATION PUBLICATIONS	ADVERTISING	509.50
00385475	SCRIBBLE SOFTWARE INC	MARINA SOFTWARE	350.00
00385524	COMCAST	CONNECTION SERVICES	221.04
00385571	NEXTEL SPRINT	CELL PHONE	58.17
00385675	PACIFIC GAS AND ELECTRIC CO	GAS	4,169.57
00935731	GRAINGER INC	SUPPLIES	79.93
00935734	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	500.24
00935746	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,670.64
00935750	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
<b>Major Projects</b>			
00935736	JJR CONSTRUCTION INC	CURB RAMP PROJECT	67,142.93
<b>721</b>	<b>Employee Benefits Fund</b>		
<b>Non Departmental</b>			
00385249	COLONIAL LIFE	PREMIUM PAYMENT	610.59
00385403	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
00385404	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00385408	COURT ORDERED DEBT COLLECTIONS	PAYROLL DEDUCTIONS	330.00
00385443	LINA	PAYROLL DEDUCTIONS	3,646.66
00385455	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,085.23
00385463	PARS	PAYROLL DEDUCTIONS	4,607.47
00385485	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00385601	ANYTIME FITNESS	PAYROLL DEDUCTIONS	39.00
00385617	COLONIAL LIFE	PAYROLL DEDUCTIONS	407.06
00385620	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00385621	COURT ORDERED DEBT COLLECTIONS	PAYROLL DEDUCTIONS	330.00
00385629	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	209.00
00385649	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	666.99
00385661	LINA	PAYROLL DEDUCTIONS	3,657.60
00385671	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,098.51

CITY OF  
**ANTIOCH**  
 CALIFORNIA

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 28, 2019 - JANUARY 2, 2020  
 FUND/CHECK#

00385673	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	3,520.00
00385676	PARS	PAYROLL DEDUCTIONS	4,647.12
00385678	PLANET FITNESS	PAYROLL DEDUCTIONS	22.06
00385679	PLANET FITNESS	PAYROLL DEDUCTIONS	21.99
00385686	STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	984.25
00385687	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00935752	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	64,535.91
00935755	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	5,320.18
00935776	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	770.00
00935777	APOA	PAYROLL DEDUCTIONS	21,465.06
00935778	APWEA	PAYROLL DEDUCTIONS	4,267.42
00935871	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	39,842.33
00935920	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	5,405.18



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

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

**SUBJECT:** Ordinance Amending Certain Chapters of Title 8 of the Antioch Municipal Code "Building Regulations", adopting the California Code of Regulations Title 24, 2019 Edition of the California Building Standards Codes and Related Model Codes – Second Reading

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the ordinance amending Title 8 of the Antioch Municipal Code, adopting by reference the California Code of Regulations Title 24, 2019 Edition of the California Building Standards Codes and related model codes, as amended.

**DISCUSSION**

The adoption of an ordinance requires two separate readings. The subject ordinance was introduced at the December 10, 2019 City Council meeting. This second reading will finalize the adoption of the ordinance.

As discussed in the prior report, this update to the building code will impose new and higher standards for energy efficiency in order to address Statewide goals of reducing greenhouse gas emissions. City staff has been working closely with the building industry to ensure that this transition is made with minimal disruption. Staff will also be working with local contractors to assist them with any changes needed to comply with these new codes. Notable changes include a requirement that production housing include solar panels on each unit, increased insulation requirements, and other changes that primarily address energy efficiency. The proposed modification requires a special device be installed on gas meters to provide greater safety in case of an earthquake. This is standard in earthquake-prone areas.

**ATTACHMENT**

A. Ordinance adopting the 2019 California Construction Codes with Local Amendments, amending Title 8 of the Antioch Municipal Code.



# ATTACHMENT “A”

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING SPECIFIED CHAPTERS OF TITLE 8 “BUILDING REGULATIONS” OF THE ANTIOCH MUNICIPAL CODE, ADOPTING BY REFERENCE THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODES AND RELATED MODEL CODES TO THE ANTIOCH MUNICIPAL CODE WITH APPENDICES AND AMENDMENTS THERETO**

**SECTION 1.** Section 8-1 of the Antioch Municipal Code is hereby amended to read in its entirety as follows:

**Sec. 8-1.01. Adoption of the 2019 California Building Code.**

The California Building Code, 2019 Edition, based on the 2018 International Building Code, published by the International Code Council (ICC), as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, is hereby adopted by reference. Also adopted by reference are Appendix Chapter 1 Administrative; Appendix Chapter I; Patio Covers, and Appendix Chapters J; Grading. Copies are on file in the offices of the Building Official.

**SECTION 2.** Section 8-3.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-3.01. Adoption of the 2019 California Electrical Code.**

The California Electrical Code, 2019 Edition, based on the 2018 Edition of the National Electrical Code published by the National Fire Protection Association, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 3.** Section 8-4.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-4.01. Adoption of the 2019 California Residential Building Code.**

The California Residential Building Code, 2019 Edition, based on the 2018 International Residential Code, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 4.** Section 8-5.01 of the Antioch Municipal Code is hereby amended to read as follows:

**Sec. 8-5.01. Adoption of the 2019 California Plumbing Code.**

(A) The California Plumbing Code, 2019 Edition, based on the 2018 Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, is hereby adopted by reference. Copies are on file in the offices of the Building Official.

(B) In addition, The California Plumbing Code, 2019 Edition, Section 1210.18 shall include the following, “All new single and multiple family dwelling construction shall be equipped with an Earthquake-Actuated Gas Shutoff Valve installed as per this code”.

**SECTION 5.** Section 8-7.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-7.01. Adoption of the 2019 California Green Building Standards Code.**

The 2019 California Green Building Standards Code, published by the State of California, Department of Housing and Community Development, Division of Codes and Standards, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 6.** Section 8-8.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-8.01. Adoption of the 2019 California Mechanical Code.**

The California Mechanical Code, 2019, published by the International Association of Plumbing and Mechanical Officials, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, is hereby adopted by reference. Also adopted by reference are Appendix Chapters A, B, C, and D. Copies are on file in the offices of the Building Official.

**SECTION 7.** Section 8-11.01 of the Antioch Municipal Code is hereby amended to read as follows:

**Sec. 8-11.01. Adoption of the 2019 California Energy Code.**

The 2019 California Energy Code, published by the State of California, Department of Housing and Community Development, Division of Codes and Standards, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 8.** Section 8-15.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-16.01. Adoption of the 2019 California Fire Code.**

(A) The 2019 California Fire Code (California Code of Regulations, Title 24, Part, 9 [based on the 2018 International Fire Code published by the International Code Council]), including Chapters 1-37 and 48-49, Appendix Chapter 4, Appendix B, Appendix C, Appendix D, Appendix F, Appendix H, Appendix I, and Appendix J are adopted by reference and shall be controlling and enforceable within the Jurisdictional boundaries of the City.

**SECTION 9.** Section 8-16.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-16.01. Adoption of the 2019 California Historical Building Code.**

The 2019 California Historical Code published by the International Code Council, as adopted and amended by the California Building Standards Commission in the California Building Standards Code; Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 10.** Section 8-17.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-17.01. Adoption of the 2019 California Existing Buildings Code.**

The 2019 California Existing Buildings Code based on the 2018 International Existing Buildings Code published by the International Code Council, as adopted and amended by the California Building Standards Commission in the California Building Standards Code; Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 11.** Section 8-18.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-18.01. Adoption of the 2019 California Referenced Standards Code.**

The 2019 California Referenced Standards Code published by the California Building Standards Commission in the California Building Standards Code; Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 12.** Section 8-19.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-19.01. Adoption of the 2019 California Administrative Code.**

The 2019 California Administrative Code published by the California Building Standards Commission in the California Building Standards Code; Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 13.** This ordinance shall take effect and be enforced beginning January 1, 2020. The ordinance or summary shall be posted and published in a newspaper of general circulation printed and published in the City of Antioch as set forth in State Law.

**SECTION 14.** The Building Official shall file a copy of this ordinance with the State Department of Housing and Community Development and the State of California Building Standards Commission.

\* \* \* \* \*

**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 10th day of December, 2019, and passed and adopted at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2020.

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Sean Wright, Mayor of the City of Antioch**

**ATTEST:**

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



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Kwame P. Reed, Economic Development Director *KPR*

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

**SUBJECT:** Lynn House Lease Agreement

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a Lease Agreement with Jody Mattison, Owner/Operator of the Lynn House Gallery and Studio (LHGS) for use of a portion of the real property, known as the Lynn House, located at 809-815 W. First Street in Antioch, California for an art gallery and studio.

**FISCAL IMPACT**

The leasing of the Lynn House will generate approximately \$5,000 rental income the first year and will be adjusted annually by changes to the CPI (Consumer Price Index). The rental income will offset the annual maintenance expenditures for the property.

**DISCUSSION**

Antioch has several structures in its historic downtown known as Rivertown, that date back to its earliest days as a city. Two of the oldest structures called Roswell Butler Hard House, known as the "Hard House" and the Lynn House are owned by the City of Antioch and date back to the mid to late 1800's. The Lynn House has been used by organizations and groups over the years. The most recent use of the Lynn House was by the Arts & Cultural Foundation of Antioch, where they used the structure as an art gallery as recent as 2017. The Lynn House is a two-story structure with 2 rooms and 1 bathroom with interior space approximately 1,400 square feet. It has fire sprinklers, an elevator, a detached garage, small kitchen, living room, a security system, and is ADA compliant.

On August 30, 2019, a Request for Proposals was issued for the utilization of the Lynn House. Responses to the RFP were due October 1, 2019, and only one proposal was submitted by Jody Mattison, currently the owner/operator of the Lafayette Studio in Walnut Creek, CA. The proposed operational structure and lease terms where

discussed as real-property negotiations during a Closed Session of the Antioch City Council on November 26, 2019.

The proposed uses and operational structure of the proposed Lynn House Gallery and Studios include:

### **Gallery**

The Lynn House will host a rotation of regional and guest artists, highlighting the creativity and talent of East Bay and California residents. The rotating gallery will provide visibility for the instructors, inspiration for continuing and prospective students. Paired with an e-commerce channel, this gallery will serve as an income stream for the business.

### **Studio Space**

LHGS is offering open studio time for the personal use of artists.

### **Classroom**

Both floors of the Lynn House will host fine art classes provided by talented, Bay Area instructors. Classes will bring students in locally, fostering community, and from around the Bay Area, drawing new visitors to the city.

### **Event Venue**

The Lynn House will participate in Antioch Downtown events, providing a midpoint attraction between the main downtown area and the marina. Exhibits could be coordinated with events such as the wine walk, music festivals and car shows, along with art-specific functions such as a yearly plein-aire painting event.

The term of the lease is five (5) years with an optional five (5) year extension. If LHGS desires an extension of the Term, LHGS shall provide written notice to City no earlier than one hundred twenty (120) days and no later than sixty (60) days prior to the Expiration Date. In the event the City wishes to terminate the lease, the City will provide the LHGS with a twelve (12) month advance notice. In the event the LHGS wishes to terminate the lease, they must provide a twenty-four (24) month advance notice.

## **ATTACHMENTS**

- A. Resolution
- B. Draft Lease Agreement

## ATTACHMENT A

### RESOLUTION NO. 2020/XXX

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH JODY MATTISON, OWNER/OPERATOR OF THE LYNN HOUSE GALLERY AND STUDIO FOR USE OF A PORTION OF THE REAL PROPERTY, KNOWN AS THE LYNN HOUSE, LOCATED AT 809-815 W. FIRST STREET IN ANTIOCH, CALIFORNIA FOR AN ART GALLERY AND STUDIO

**WHEREAS**, the City of Antioch issued a request for proposal (RFP) in August 2019 for the utilization of the Lynn House located at 909-815 W. First Street in Antioch, California;

**WHEREAS**, Jody Mattison, owner/operator of the Lafayette Studio in Walnut Creek, CA, submitted a proposal to operate a gallery and studio in the Lynn House that will be operated as the Lynn House Gallery and Studio that will include:

#### **Gallery**

The Lynn House will host a rotation of regional and guest artists, highlighting the creativity and talent of East Bay and California residents. The rotating gallery will provide visibility for the instructors, inspiration for continuing and prospective students. Paired with an e-commerce channel, this gallery will serve as an income stream for the business.

#### **Studio Space**

LHGS is offering open studio time for the personal use of artists.

#### **Classroom**

Both floors of the Lynn House will host fine art classes provided by talented, Bay Area instructors. Classes will bring students in locally, fostering community, and from around the Bay Area, drawing new visitors to the city.

#### **Event Venue**

The Lynn House will participate in Antioch Downtown events, providing a midpoint attraction between the main downtown area and the marina. Exhibits could be coordinated with events such as the wine walk, music festivals and car shows, along with art-specific functions such as a yearly plein-aire painting event; and

**WHEREAS**, the City Council discussed the operational structure and lease terms of the proposal at it's Closed Session on November 26, 2019;

**WHEREAS**, the terms of the lease will be a five (5) year term with an optional five

**RESOLUTION NO. 2020/\*\***

January 14, 2020

Page 2 of 2

(5) year extension; and

**WHEREAS**, the rental income generated for year one will be approximately Five Thousand Dollars (\$5,000) or Four Hundred Seventeen Dollars (\$417.00) per month, (increased annually by the Consumer Price Index) will be used towards annual maintenance expenditures.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager to enter into Lease Agreement with Jody Mattison, Owner/Operator of the Lynn House Gallery and Studio for use of a portion of the real property, known as the Lynn House, located at 809-815 W. First Street in Antioch, California for an art gallery and studio, 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 14th day of January, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City Attorney's Office  
City of Antioch  
P.O. Box 5007  
Antioch, CA 94531-5007

**LEASE AGREEMENT**

This Lease Agreement (the "**Lease**") is entered into as of \_\_\_\_\_, 2020, by and between the CITY OF ANTIOCH, a general law city ("**Landlord**" or "**City**"), and JODY MATTISON, Owner/Operator of Lynn House Gallery and Studio ("**Tenant**"), who agree as follows:

1. **Lease.** Landlord leases to Tenant and Tenant leases from Landlord a portion of the real property located at 809-815 W. First Street in Antioch, California (APN 066-091-015-9) generally depicted and described on attached Exhibit "A" (the "**Premises**") for an art gallery and studio.

2. **Term.**

(a) **Period of Lease.** The term (the "**Term**") of this Lease shall be for a period of five (5) years, commencing at 12:01 A.M. \_\_\_\_\_ (the "**Commencement Date**"), and ending at 12:01 A.M. \_\_\_\_ (\_\_) years later (the "**Expiration Date**"), or on such earlier date upon which the Term may expire or be cancelled or terminated pursuant to any of the provisions of this Lease.

(b) **Extension of Term.** If Tenant desires an extension of the Term, Tenant shall provide written notice to Landlord no earlier than one hundred twenty (120) days and no later than sixty (60) days prior to the Expiration Date. Landlord, at its election in its sole discretion, may grant Tenant an extension of the Term and, upon such election, shall provide written notice (the "**Landlord Notice**") to Tenant, at least thirty (30) days prior to the Expiration Date, of the term, rent and other provisions under which Landlord is willing to extend the Term. Within fifteen (15) days following Tenant's receipt of the Landlord Notice, Tenant may give Landlord written notice (the "**Acceptance Notice**") of acceptance of the terms of the extension set forth in the Landlord Notice, in which case the Term will be extended on the terms provided in the Landlord Notice and Landlord and Tenant shall enter into a separate written amendment to this Lease executed by Landlord and Tenant. If Tenant fails to so give an Acceptance Notice, this Lease shall terminate upon the Expiration Date.

(c) **Holding Over.** Tenant agrees to surrender the Premises to Landlord in accordance with the terms of this Lease on the Expiration Date. If Tenant remains in possession of the Premises after the expiration of the Term without Landlord's express written consent, Tenant's continued possession of the Premises shall be on the basis of a tenancy at sufferance. In addition,

Tenant shall defend, indemnify and hold Landlord harmless from and against all claims, liability, damages, costs or expenses, including reasonable attorneys' fees and the costs of defending the same, incurred by Landlord and arising directly or indirectly from Tenant's failure to timely surrender the Premises, including: (i) any rent payable by or any loss, costs or damages, including lost profits, claimed by any prospective tenant of the Premises or any portion thereof, and (ii) Landlord's damages as a result of such prospective tenant's rescinding or refusing to enter into the prospective lease of the Premises or any portion thereof, because of Tenant's holding over.

(d) Termination. Landlord has the right to terminate the Lease with 12 months of advance notice to Tenant. Tenant has no right to terminate the Lease during the first 24 months of its Term, and then needs to provide 12 months advance notice of its intent to terminate the Lease.

(e) Abandonment. If Tenant shall abandon or vacate Premises, all personal property left upon the Premises shall be deemed to be abandoned and at the option of the City become the City's property.

(f) Surrender. Upon the expiration or other termination of the Term, Tenant agrees to surrender possession of the Premises to Landlord in the same condition in which Tenant received the Premises, ordinary wear and tear and damage by casualty or the elements excepted.

(g) Damage or Destruction. In the case the Premises is damaged by fire or other casualty, Landlord may elect to terminate this Lease. If Landlord is unable or unwilling to repair damage caused by fire or other casualty, Tenant may elect to terminate the Lease.

### 3. Use Compliance with Laws.

(a) Purpose of Use. The Premises are to be used by Tenant for the purpose of an art gallery and studio. Tenant may make minor modifications to the Premises in order to accommodate access to the Premises by Tenant's patrons and customers if approved in advance in writing by the City's Economic Development Director.

(b) Use in Compliance with All Laws. Tenant agrees that its use of the Premises will at all times be in compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the Premises.

(c) Environmental Compliance. Tenant represents, warrants and covenants to Landlord that Tenant shall at no time use, or permit the Premises to be used by anyone under Tenant's control, in violation of any federal, state or local law, ordinance or regulation relating to the environmental conditions on, under or about the Premises, including, but not limited to, air quality, soil and surface and subsurface water conditions. Tenant shall assume sole and full responsibility and cost to remedy any such violations caused by Tenant or anyone under Tenant's control that may affect the Premises so long as the violations are not directly caused by Landlord and/or its successors and assigns other than Tenant. Tenant further represents, warrants and covenants to Landlord that Tenant shall at no time, generate, store or dispose of or allow or permit any third party under Tenant's control to use, generate, store or dispose of on, under or about the Premises, or transport to or from the Premises, any hazardous wastes, toxic substances or related

materials (“Hazardous Materials”) except for those Hazardous Materials which are customarily found in households (such as aerosol cans containing insecticides, toner for copies, paints, paint remover, and cigarettes). Tenant represents, warrants and covenants that it shall provide Landlord with written notification immediately upon (i) the discovery or notice by Tenant, its successors, assigns, licensees, invitees, employees or agents or any other third party, that any representation or warranty of Tenant under this paragraph is inaccurate, incomplete, or untrue in any way, or (ii) any failure to fully and completely perform any covenant of Tenant under this paragraph.

(d) No Warranties. Tenant agrees that it takes the Premises “AS-IS”. Tenant expressly waives all implied warranties including implied warranties of merchantability and fitness, if any. Tenant understands and acknowledges that the Premises may be subject to earthquake, fire, floods, erosion, high water table, dangerous underground soil and water conditions and similar occurrences that may alter its condition or affect its suitability for any proposed use. Landlord shall have no responsibility or liability with respect to any such occurrence. Tenant represents and warrants that it is acting, and will act only, upon information obtained by it directly from its own inspection of the Premises.

(e) No Use Affect Insurance Coverage. No use shall be made or permitted to be made upon the Premises, nor acts done, which shall increase the existing rate of insurance on the Premises, or cause the cancellation of insurance on the Premises.

(f) No Residential Use. No residential uses are permitted on the Premises.

(g) Landlord Access. Tenant shall permit Landlord’s employees and contractors to enter upon the Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

(h) Shared Use.

(i) Lighting. During the Term, Tenant shall install lighting to the City’s standard induction lighting and keep the Premises well lighted during all evening/night hours.

(j) Security Guard Services. Tenant shall employ security guard services to monitor and patrol the Premises on a regular basis pursuant to the Security and Operations Plan to be presented to the Police Chief annually for approval.

(k) Signage. Tenant shall not construct or install any exterior sign, banner or advertising balloon without the prior written consent of CITY.

(l) Tenant’s Property. All trade fixtures, equipment and personal property of Tenant, if any, located at the Premises will remain the property of Tenant during the Term and may be removed by Tenant at any time. Upon expiration or termination of the Lease, these trade fixtures, equipment and personal property shall be removed from the Premises, unless Tenant is directed otherwise by the Economic Development Director. Tenant, at Tenant’s cost and expense, must promptly repair all damage to the Premises occasioned by the removal of its trade fixtures, equipment and personal property.

4. **Rent/Taxes/Deposit.** Tenant shall pay rent in monthly installments in advance for the use of the Premises during the entire Term in addition to all (i) taxes (including but not limited to possessory interest taxes), assessments (whether general, special, ordinary or extraordinary) of every kind imposed or which relate in any way to the Premises and Tenant's use of the Premises, and (ii) costs and expenses incurred by Tenant to use the Premises without limitation, including fire protection, telephone service, heating, air conditioning, sewer service, waste removal and other utilities and services supplied to or consumed in or upon the Premises during the Term. The monthly rent for the first year shall be **Four Hundred Seventeen Dollars (\$417.00)**, which is due in full on the first of every month during the Term. Rent for the subsequent years shall increase by the annual Consumer Price Index each year with the payment due on the Commencement Date or one year after the execution of this Agreement, whichever occurs first. The deposit shall equal 2 months rent and shall be held by City and returned upon termination of the Lease. The amount due at execution of the Lease shall be **Eight Hundred Thirty-Four Dollars (\$834.00)**.

5. **Maintenance.**

(a) **Regular Maintenance.** Tenant agrees that it will, at its sole cost and expense: (a) maintain the Premises in a clean and litter-free condition, (b) maintain in good condition the existing and required landscaping located on the Premises, (c) maintain the surfacing on the Premises, signage and lighting; and (d) promptly (within 48 hours of discovery or reporting) remove any graffiti from the Premises.

(b) **Trash Removal.** During the Term, Tenant shall arrange and pay for trash removal from the Premises. Each morning, Tenant shall inspect the Premises and remove all garbage and litter.

(c) **Landscaping.** Tenant shall install and maintain landscaping, as approved by the Public Works Director/City Engineer and Community Development Director. Height of landscaping shall not exceed 30 inches as required by Antioch Municipal Code section 9-5.1602.

(d) **Utilities.** Landlord shall pay for all water at the Premises, unless due to negligence of the Tenant. Tenant shall pay, before delinquency, for all other utilities or services of any kind supplied to the Premises.

6. **Insurance.** Tenant shall maintain during the term of this Lease insurance against claims or injuries to persons or damages to property arising from or in connection with Tenant's operation and use of the premises. The cost of such insurance shall be borne by the Tenant. Tenant shall maintain insurance at least as broad as follows:

(a) **Commercial General Liability Insurance** Services Office Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or

the general aggregate limit shall be twice the occurrence limit. If Tenant's operations include work within 50 feet of a railroad right of way, Tenant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

- i. The City of Antioch, its officers, officials, agents, employees and volunteers are to be covered as additional insureds by endorsement with respect to liability arising out of work or operations performed by or on behalf of Tenant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement of the Lessee's insurance at least as broad as ISO Form CG 20 10. ISO Form CG 20 11 01 96 is appropriate. The coverage shall contain no special limitations on the scope of protection afforded to the City of Antioch, its officers, officials, agents, employees or volunteers.
  - ii. The Tenant's insurance coverage shall be primary insurance with regard to the City of Antioch, its officers, officials, agents, employees and volunteers. Any insurance maintained by the City of Antioch, its officers, officials, agents, employees and volunteers shall be excess of Tenant's insurance and shall not contribute to it.
- (b) Property Insurance. The Tenant will also maintain property insurance against all risks of loss to any Tenant improvement or betterment at full replacement costs with no coinsurance penalty provision.
- (c) Worker's Compensation Insurance & Employer's Liability. Tenant shall also maintain Workers' Compensation Insurance as required by the State of California with Statutory limits and Employer's Liability Insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.
- (d) General Requirements.
- i. Any deductibles or self-insured retentions must be declared to and approved by the Landlord. At the option of the Landlord, the Tenant shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects to the Landlord or its officers, officials employees and volunteers, or the Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses as approved by the City Attorney.
  - ii. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
  - iii. Tenant shall furnish to the Landlord certificates of insurance and endorsements as 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 Tenant's obligation to provide them. The Landlord reserves the right to require complete,

certified copies of all required insurance policies, including endorsements, required by these specifications at any time.

- iv. If Tenant maintains higher limits than the minimums above, the City requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- v. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice by mail has been given to the Landlord.
- vi. Tenant hereby grants to Landlord a waiver of any right to subrogation which any insurer of the Tenant may acquire against the City by virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- vii. Tenant reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

7. **Indemnification.** Tenant agrees to indemnify, protect, defend and hold Landlord harmless from and against any and all claims, losses, liabilities, actions, judgments, costs and expenses (including attorneys' fees and costs) (collectively, "Claims") due to injury to or death of, or damage to the property arising out of or in any way connected to Tenant's use, maintenance and repair of Premises or performance of this Agreement. Negligent or criminal acts by members of the public at the Premises shall not be deemed to be the liability or responsibility of Landlord. The indemnity provision of this section shall survive the expiration or cancellation of this Lease.

8. **Default.**

(a) Rights and Remedies of Landlord. Upon the occurrence of a default by Tenant under this Lease, Landlord shall have the rights and remedies set forth in this Lease, in addition to any and all other rights and remedies available to Landlord at law or in equity, including without limit those provided under California Civil Code Sections 1951.2 and 1951.4, as amended or recodified from time to time.

(b) Default and Cure by Tenant. Tenant will not be considered to be in default under this Lease unless (a) in the case of any obligation requiring the payment of money by Tenant to Landlord, Tenant fails to make such payment within the time specified in this Lease or otherwise within five (5) days following written notice from Landlord and (b) in the case of any other alleged default, Tenant fails to cure such default within thirty (30) days following written notice from Landlord, provided that if the nature of the alleged default is such that it cannot reasonably be

cured within thirty (30) days, Tenant shall have a reasonable time in which to cure such alleged breach or default.

(c) **Landlord's Right of Re-entry.** In the event of default by Tenant, Landlord in addition to other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from Premises. Such property may be moved and stored in a public warehouse or elsewhere at the cost of, and for the account, of Tenant. Landlord shall store this property for Tenant for a period of thirty (30) days, after which time Landlord may dispose of the property in any manner in its sole discretion if the Tenant does not accept responsibility for the property.

9. **Notices.** Except as otherwise provided, all notices required or permitted to be given under this Lease must be in writing and addressed to the parties at their respective notice addresses set forth below. Notices must be given by personal delivery (including by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) business days following deposit into the custody of the United States Postal Service. The notice addresses of the parties are as follows:

If to Landlord:           City of Antioch  
                                  PO Box 5007  
                                  Antioch, California 94531  
                                  Attention: City Manager

With a copy to:        City Attorney  
                                  City of Antioch  
                                  PO Box 5007  
                                  Antioch, CA 94531

If to Tenant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. **General.**

(a) **Interpretation.** The titles to the sections of this Lease are for convenience of reference only and are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. Any exhibits attached to this Lease are, however, a part of this Lease. In construing this Lease, none of the parties to it shall have any term or provision construed against it solely by reason of its having drafted the same.

(b) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of California, without regard to any otherwise governing principles of conflicts

of law. Any litigation concerning this Lease shall be subject to jurisdiction in Contra Costa County or the Northern District of California for federal court.

(c) Severance. Any provision of this Lease that is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating, diminishing or rendering unenforceable the rights and obligations of the parties under the remaining provisions of this Lease.

(d) Written Amendment. No term or provision of this Lease may be amended or modified, except by an instrument in writing signed by the parties to this Lease.

(e) Entire Agreement. This Lease and all exhibits attached to it constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements (whether written or oral) with respect to that subject matter.

(f) Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Attorneys' Fees. If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

(h) No Mechanic's Lien. Tenant shall at all times keep the Premises free from any liens arising out of any work performed or allegedly performed, materials furnished or allegedly furnished, or obligations incurred, by or for Tenant. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims for mechanics', materialmen's or other liens in connection with any Improvements, repairs or any work performed or allegedly performed, materials furnished allegedly furnished or obligations incurred or allegedly incurred, by or for Tenant.

(i) No Assignment. Tenant shall not assign or sublet this Lease without the prior written consent of the City Manager. Any such assignment or sublease without consent shall be void and, at the option of Landlord, may terminate the Lease.

(j) No Personal Liability. No member, official or employee of Landlord shall be personally liable in the event of any default or breach of this Lease.

(k) No Relocation Benefits. Tenant agrees that its use of Property or this Agreement shall not entitle Tenant to any relocation benefits pursuant to federal, state or local law and waives any such claim against Landlord.

(l) Possessory Interest Tax. Tenant acknowledges that Contra Costa County may impose a possessory interest tax for the use of Premises, and if such tax is imposed, that Tenant will be responsible for its payments

(m) Authority. The parties represent that the individuals signing this Lease Agreement have the authority to do so.



Executed as of the date first set forth above.

DRAFT

LANDLORD:  
CITY OF ANTIOCH

TENANT:  
\_\_\_\_\_

By: \_\_\_\_\_  
Rowland Bernal  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

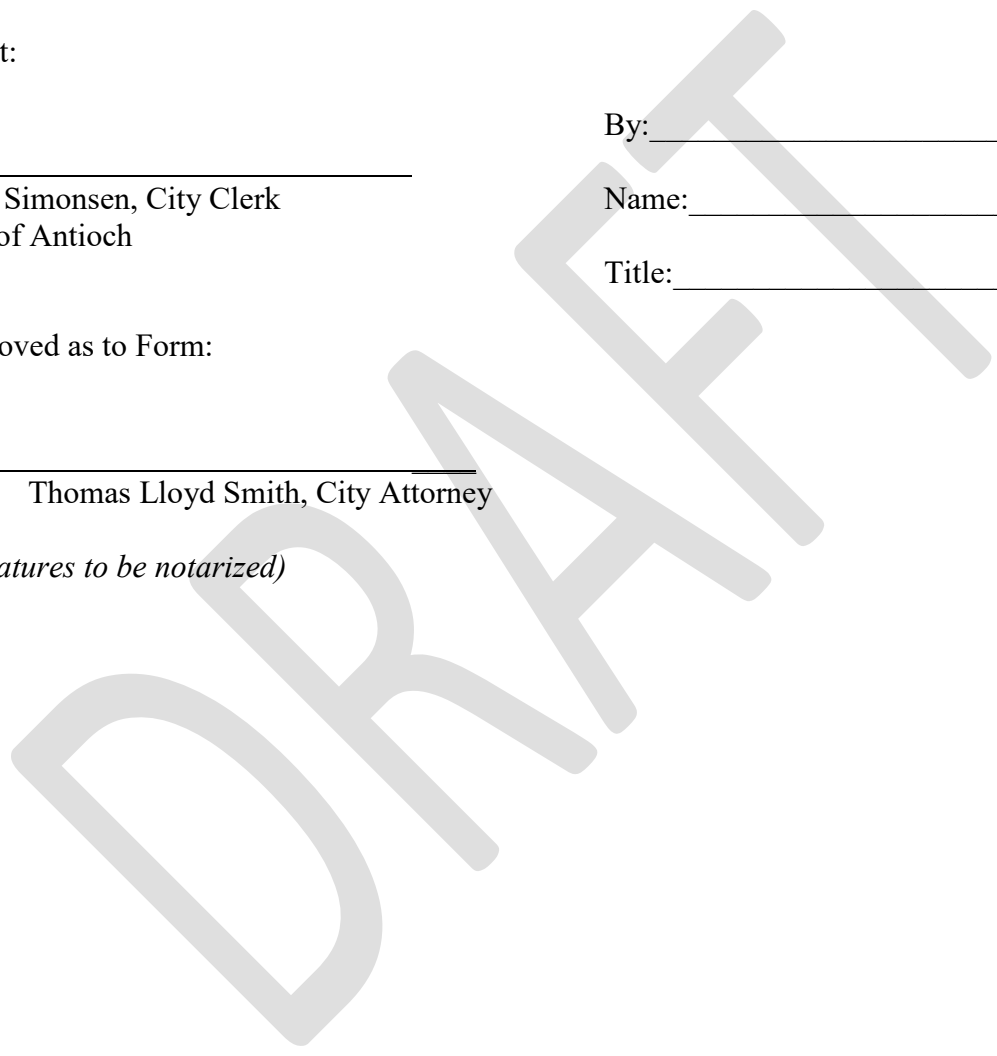
Attest:  
  
\_\_\_\_\_  
Arne Simonsen, City Clerk  
City of Antioch

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Thomas Lloyd Smith, City Attorney

*(signatures to be notarized)*



## Exhibit A

Site Map

APN # 066-091-015-9 City Property Description



### General Description of the Premises:

The leased Premises for the Lynn House only will be limited to the area within the City Property, for a total area of approximately 1,400 square feet interior and 4,807 square feet perimeter. The general location of the Premises will be approximately within the outlined area shown on the above site map. The Premises include the right of reasonable ingress and egress over the City Property to access, operation, maintenance and removal purposes.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Vicky Lau, Junior Engineer

**APPROVED BY:** Balwinder Grewal, Interim Public Works Director/City Engineer *BL*

**SUBJECT:** Resolution Approving the First Amendment to the Deferred Improvement Agreement and the Release of Bonds for Buchanan Crossings (PW 357-302-08)

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the attached resolution approving the first amendment to the Deferred Improvement Agreement with Buchanan Crossings and release pertaining payment and performance bonds.

**FISCAL IMPACT**

There is no fiscal impact to the City.

**DISCUSSION**

On December 16, 2014, City Council approved Resolution 2014/98, entering into a Subdivision Improvement Agreement (Attachment C) and Deferred Improvement Agreement (Attachment C) with the project of Buchanan Crossings allowing a deferment of offsite improvements for the frontage of Phase 2 until the commencement of development for Phase 2.

Section 4 of the Deferred Improvement Agreement (Attachment C) states the Developer will complete the Work related to Phase 2 no later than five (5) years of effective date, to be December 19, 2019. The completion date may be extended by the City Engineer in consultation with the City Attorney in its sole and absolute discretion at the request of the developer.

Due to the market conditions and unsuccessful state of Phase 1 of the shopping center, development of Phase 2 portion of the project will be delayed until market conditions improve for the area. Developer is requesting to defer Phase 2 improvements until development of Phase 2. Staff reviewed the project site conditions and is recommending the deferring of improvements for Phase 2 along Buchanan Road until the development of Phase 2.

**ATTACHMENTS**

- A. Resolution
- B. First Amendment to Deferred Improvement Agreement
- C. Resolution 2014/98 Approving a Subdivision Improvement Agreement and Deferred Improvement Agreement with Buchanan Crossings, LLC

**ATTACHMENT "A"**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE FIRST AMENDMENT TO THE DEFERRED IMPROVEMENT AGREEMENT AND RELEASE OF BONDS FOR BUCHANAN CROSSINGS (PW 357-302-08)**

**WHEREAS**, on December 16, 2014 the City Council approved Resolution 2014/98 entering into a Subdivision Improvement Agreement and Deferred Improvement Agreement with Buchanan Crossings (PW 357-302-08);

**WHEREAS**, Deferred Improvement Agreement required completion and acceptance of said improvements before the date of December 16, 2019, 5 years after effective date;

**WHEREAS**, the City received a request from the developer to amend the existing Deferred Improvement Agreement and to release the pertinent bonds; and

**WHEREAS**, a meeting with the City Manager, City Engineer, and City Attorney was held to agree upon an amendment to the existing Deferred Improvement Agreement and the release of bonds due to unsuccessful conditions of built portion of Buchanan Crossings (PW 357-302-08).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves a resolution to approve the first amendment to Deferred Improvement Agreement with Buchanan Crossings (PW 357-302-08);

**BE IT FURTHER RESOLVED** that the City Manager of the City of Antioch is hereby authorized to sign the first amendment to the Deferred Improvement Agreement with Buchanan Crossings (PW 357-302-08) in a form approved by the City Attorney; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Engineer to accept the remaining landscape and irrigation improvements and approve the release of bonds for the previous Deferred Improvement Agreement with Buchanan Crossings (PW 357-302-08).

\* \* \* \* \*

**RESOLUTION NO. 2020/\*\***

January 14, 2020

Page 2 of 2

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 14<sup>th</sup> day of January 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## ATTACHMENT "B"

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Antioch  
City Hall  
P.O. Box 5007  
Antioch, CA 94531-5007  
Attention: City Clerk

---

*(Space Above This Line for Recorder's Use Only)*  
Exempt from recording fee per Gov. Code § 27383.

### FIRST AMENDMENT TO DEFERRED IMPROVEMENT AGREEMENT

THIS FIRST AMENDMENT TO DEFERRED IMPROVEMENT AGREEMENT (the "**First Amendment**") is made and entered into on this 14th day of January, 2020 (the "**Effective Date**") by and between BUCHANAN CROSSINGS, LLC, a Delaware limited liability company ("**Developer**"), and the CITY OF ANTIOCH, a California municipal corporation ("**City**").

#### RECITALS

A. This First Amendment amends that certain Deferred Improvement Agreement dated December 16, 2014 (the "**Deferred Improvement Agreement**") by and between City and Developer, which was recorded on May 14, 2015 as Document No. 2015-0094978-00 in the Official Records of Contra Costa County, California.

B. Developer is the owner of that certain real property located at 3100 Buchanan Road in the City of Antioch, Contra Costa County, California, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**"). Developer previously submitted an application to the City for the development of a minor subdivision on the Buchanan Crossings Property (the "**Project**").

C. On August 12, 2008 the City Council of the City of Antioch adopted Resolution No. 2008/81 approving the final development plan, use permit and vesting tentative map for Buchanan Crossings Subdivision (MS 357-302-08) prepared by Aliquot Associates, Inc. and dated March 20, 2008 subject to certain conditions of approval (the "**Conditions**").

D. The Conditions required that either (1) that certain improvements be constructed prior to the approval of the final map, or (2) that the Developer and the City enter into an agreement for the future construction of such improvements.

E. In December, 2014, the City, by Council Resolution No. 2014198, approved the development of the Project and the widening of Buchanan Road in phases. Phase 1 involves that portion adjacent to Phase 1 of the development and that work has been completed and accepted by the City. The widening of that portion of Buchanan Road adjacent to Phase 2 of the Project



was made part of the Deferred Improvement Agreement. Developer shall be required to obtain all requisite permits and permission to construct the Buchanan Road widening adjacent to Phase 2 (the "Phase 2 Road Widening") prior to or at the same time as the development of Phase 2.

F. The Conditions also require the Developer to perform a drainage study (the "**Comprehensive Drainage Study**") to determine the adequacy of storm drain facilities tributary to and downstream of the Project site to ensure the discharge system will have adequate capacity to handle Project flows. Phase 1 of the Project employs a detention basin and will not alter the inflow and outflow storm water from the entire Project site (Phase 1 and Phase 2). The Comprehensive Drainage study required by Condition of Approval #81 (City Council Resolution No. 2008/81) is not required until commencement of construction of the Phase 2 Road Widening. The Phase 2 Road Widening and the Comprehensive Drainage Study are referred to herein as the "**Deferred Improvements.**"

G. In processing the final maps for approval by the City, Developer entered into that certain Subdivision Improvement Agreement (the "SIA") pursuant to which the Developer agreed to construct and implement all of the work needed to satisfy the Conditions within a specified period of time with the exception of the Deferred Improvements. The Developer has completed all work under the SIA and all bonds have been released.

H. Developer has submitted plans, specifications and drawings for the Phase 2 Road Widening prepared by BKF Engineers and dated November 18, 2014 (the "**Improvement Plans**"), which Improvement Plans have been approved by the City Engineer.

I. On May 24, 2016, Phase 1 Improvements were completed and accepted by the City by Resolution 2016/48.

J. Section 4 of the Deferred Improvement Agreement provided that the Work (as defined in the Deferred Improvement Agreement) was required to be completed by December 14, 2019 and certain surety bonds (the "**Bonds**") were put in place to guaranty such completion; provided, however, that the completion date could be extended by the parties under certain terms and conditions. The parties have determined that economic conditions do not allow the development of Phase 2 at this time and that the obligation to complete the Deferred Improvements should be delayed until Phase 2 is developed under certain terms and conditions.

#### AGREEMENTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this First Amendment, the parties hereto agree as follows:

1. Incorporation of Recitals. The parties hereto agree that the above recitals are true and correct are hereby incorporated herein by reference.

2. Section 1 of the Deferred Improvements Agreement, entitled "Purpose." is hereby revised in its entirety to read as follows:

“The purpose of this Agreement is to guarantee completion of the Deferred Improvements in accordance with the Improvement Plans and ensure satisfactory performance by Developer of Developer’s obligations to satisfy the Conditions.”

3. Section 2 of the Deferred Improvement Agreement, entitled “Duty to Install Improvements; Grant of Public Drainage Easement” is hereby amended to add the following sentence as the final sentence of such section:

“Landscaping and Irrigation Improvements along the Buchanan Road frontage of Phase 2 shall be installed to satisfaction of the City Engineer prior to the release of Bonds set forth in Section 13 of this Agreement.”

4. Section 4 of the Deferred Improvement Agreement is hereby revised in its entirety to read as follows:

“4. Commencement and Completion Date. Developer shall be required to commence and complete the Deferred Improvements prior to or concurrently with the development of Phase 2 of the Project. Developer shall secure all wetlands delineations and wetlands permits required in Recital D of this Agreement, and provide evidence thereof satisfactory to City prior to the issuance by City of any building permits for the development of Phase 2. All Work shall be completed in a good and workmanlike manner in accordance with accepted design and construction practices. All Work shall be completed and accepted by City prior to the issuance of any certificate of occupancy for Phase 2.”

5. City and Developer agree that the Performance, Labor and Materials Bonds set forth in Section 13 of the Deferred Improvement Agreement shall be released by the City upon the satisfactory completion, as determined by the City Engineer, of the Landscaping and Irrigation Improvements to be constructed along the Buchanan Road frontage of Phase 2 of the Project provided, however, that Developer has posted a one-year guarantee and warranty bond in an amount equal to 10% of the cost of such Landscaping and Irrigation Improvements, as authorized by Government Code section 66499.9.

At such time as Developer is prepared to commence development of Phase 2 of the Project, Developer shall be required to furnish performance and labor and materials bonds for the Deferred Improvements, in the amounts, and form required by the City’s Subdivision Ordinance and Government Code section 66499 *et seq.* and approved by the City Attorney.

6. Except as specifically amended by this First Amendment, all other terms of the Deferred Improvement Agreement shall remain in full force and effect.

7. This First Amendment shall be recorded in the Official Records of Contra Costa County, California.

B3

IN WITNESS WHEREOF, City and Developer have executed this Amendment as of the Effective Date.

**CITY:**

CITY OF ANTIOCH, a California municipal corporation

By: \_\_\_\_\_  
Rowland E. Bernal Jr., City Manager

**ATTEST:**

\_\_\_\_\_  
Arne Simonsen CMC, City Clerk

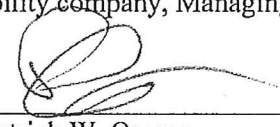
**APPROVED AS TO FORM:**

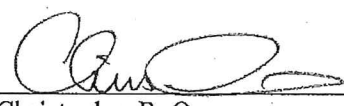
\_\_\_\_\_  
Thomas Lloyd Smith, City Attorney

**DEVELOPER:**

Buchanan Crossings, LLC, a Delaware limited liability company

By: COASTAL REALTY INVESTORS  
NO. 2, LLC, a California limited liability company, Managing Member

By:   
Name: Patrick W. Orosco  
Its: Member

By:   
Name: Christopher R. Orosco  
Its: Member

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.

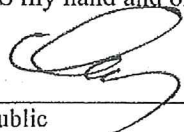
State of California )

County of Monterey )

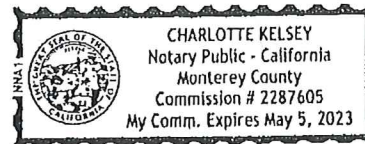
On December 18, 2019, before me, Charlotte Kelsey, a Notary Public, personally appeared CHRISTOPHER R. OROSCO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



\_\_\_\_\_  
Notary Public



(Seal)

Commission Number: 2287605 Commission Expiration: May 5, 2023

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.

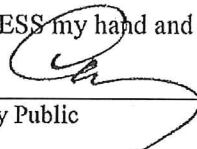
State of California )

County of Monterey )

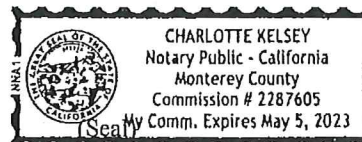
On December 18, 2019, before me, Charlotte Kelsey, a Notary Public, personally appeared PATRICK W. OROSCO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



\_\_\_\_\_  
Notary Public



(Seal)

Commission Number: 2287605 Commission Expiration: May 05, 2023

Document Title: First Amendment to Deferred Improvement Agreement

B5

**Exhibit A**

**Legal Description of the Property**

The lands situated in the City of Antioch, County of Contra Costa, State of California, described in the Grant Deed from Hydrox Properties I, LLC, a California limited liability company, to - Buchanan Crossings, LLC, a Delaware limited liability company, recorded April 5, 2013, in series 2013-0085910-00, Contra Costa County Records.

Exhibit A

82595.00200\32555348.2

B6

"ATTACHMENT C"

RESOLUTION NO. 2014/98

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT AND DEFERRED IMPROVEMENT AGREEMENT WITH BUCHANAN CROSSINGS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE RELATED DOCUMENTS, AND VACATING A SURPLUS SLOPE AND DRAINAGE EASEMENT, AND AUTHORIZING THE CITY MANAGER TO VACATE THE EASEMENT AND QUITCLAIM ANY INTEREST TO THE UNDERLYING FEE OWNER (BUCHANAN CROSSINGS, LLC) FOR THE BUCHANAN CROSSINGS SHOPPING CENTER (PW 357-302-08)**

**WHEREAS**, on August 12, 2008 the City Council adopted Resolution No. 2008/80 and No. 2008/81 approving a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, a Final Development Plan, a Use Permit and a Vesting Tentative Map to construct the Buchanan Crossings Shopping Center project—a 103,139 square foot commercial center on 13.5 acres, located at the northeast corner of Buchanan Road and Somersville Road (APN 074-080-013); and

**WHEREAS**, project conditions of approval required the widening of Buchanan Road and certain improvements adjacent to the project frontage; and the preparation of a comprehensive drainage analysis of storm drain facilities tributary to and downstream of the project to ensure that the discharge system will have adequate capacity for existing and project flows; and

**WHEREAS**, Buchanan Crossings, LLC requested a phased construction plan to allow time to acquire an easement from the United States Bureau of Reclamation for the Buchanan Road widening and a wetlands delineation/wetlands permit from the United States Corps of Engineers for development of a portion of the Phase 2 area; and

**WHEREAS**, the widening of Buchanan Road and the preparation of the comprehensive drainage analysis will be deferred until the development of Phase 2 of the project; and

**WHEREAS**, Buchanan Crossings, LLC has submitted a fully-executed Subdivision Improvement Agreement (Exhibit 1) and Deferred Improvement Agreement (Exhibit 2) with requisite Faithful Performance and Labor & Materials Bonds for \$1,313,883 and \$441,255 for Phase 1 and Phase 2 improvements, respectively; and

**WHEREAS**, an existing slope and drainage easement was deeded to the City when Buchanan Road was originally constructed, is no longer needed with development of the site and is surplus to the City's needs, and a vacation and quitclaim of the easement (Exhibit 3) is necessary for recordation of the parcel map for the project;

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Antioch does hereby approve a Subdivision Improvement Agreement (Exhibit 1) and Deferred Improvement Agreement (Exhibit 2) between the City of Antioch and Buchanan Crossings, LLC; and

**RESOLUTION NO. 2014/98**

December 16, 2014

Page 2

**BE IT FURTHER RESOLVED** by the City Council of the City of Antioch that the City Manager is hereby authorized and directed to execute the Subdivision Improvement Agreement and Deferred Improvement Agreement attached as Exhibit 1 and Exhibit 2 (incorporated herein by reference) with such revisions that may be acceptable to the City Manager and City; and

**BE IT FURTHER RESOLVED** pursuant to California Streets & Highways Code Section 8333, that the City desires to vacate the described slope and drainage easement as follows:

1. The area being vacated is depicted and described on Exhibit 3;
2. The City Council determines that the easement is surplus to the City's needs and there are no other public facilities located within the easement area; and
3. From and after the date that this resolution is recorded, the subject area will no longer constitute a public service easement.

**BE IT FURTHER RESOLVED** by the City Council of the City of Antioch that the City Manager is hereby authorized and directed to execute any additional documents necessary to vacate the easement and quitclaim any interest back to the underlying fee owner (Buchanan Crossings, LLC).

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing recommendation was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 16<sup>th</sup> day of December 2014 by following vote:

**AYES:** Council Members Wilson, Ogorchock, Tiscareno, Rocha and Mayor Harper

**NOES:** None

**ABSENT:** None



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



Exhibit 1

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
 )  
City of Antioch )  
City Hall )  
P.O. Box 5007 )  
Antioch, CA 94531-5007 )  
Attention: City Clerk )

(Space Above This Line for Recorder's Use Only)  
Exempt from recording fee per Gov. Code § 27383.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into on this 16<sup>th</sup> day of December, 2014 (the "Effective Date") by and between BUCHANAN CROSSINGS, LLC, a Delaware limited liability company ("Developer"), and the CITY OF ANTIOCH, a California municipal corporation ("City").

RECITALS

A. Developer is the owner of that certain real property located at 3100 Buchanan Road in the City of Antioch, Contra Costa County, California, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). Developer has submitted an application to the City for the development of a minor subdivision on the Property (the "Project").

B. On August 12, 2008 the City Council of the City of Antioch adopted Resolution No. 2008/81 approving the final development plan, use permit and vesting tentative map for Buchanan Crossings Subdivision (MS 357-302-08) prepared by Aliquot Associates, Inc. and dated March 20, 2008 subject to certain conditions of approval (the "Conditions").

C. The Conditions require either (1) that certain improvements be constructed prior to approval of the final map, or (2) that Developer enter into an agreement with the City providing for the future construction of such improvements. The Project will be developed in two (2) phases and certain subdivision improvements needed for Phase 2 shall be deferred pursuant to a Deferred Improvement Agreement (the "DIA") with the same effective date as this Subdivision Improvement Agreement.

D. Before Developer is allowed to develop Phase 2 of the Project, Developer shall comply with the conditions of approval requiring the widening of Buchanan Road and construction of certain other improvements adjacent to Phase 2. Also, the conditions require preparation of a comprehensive drainage analysis of storm drain facilities tributary to and downstream of the Project to ensure the discharge system will have adequate capacity for existing and Project flows. The Developer has submitted a drainage analysis showing that neither flows into nor out of Phase 1 of the Project will be altered since a detention basin is being

03



installed to handle storm water flows. Thus, the widening of Buchanan Road and the preparation of the comprehensive drainage analysis per Condition of Approval #81 (City Council Resolution No. 2008/81) will be deferred until the development of Phase 2 pursuant to a bonded, enforceable Deferred Improvement Agreement.

E. Developer has applied to City for final map approval without having completed the required improvements and therefore will enter into an agreement with the City providing for the future construction and installation of the improvements, as required by Government Code section 66462(a)(1), and City of Antioch Municipal Code, Title 9, Chapter 4, as may be amended from time to time.

F. Developer has submitted plans, specifications and drawings for the Phase 1 subdivision improvements (excluding the work subject to the Deferred Improvement Agreement) prepared by BKF Engineers and dated November 18, 2014 (the "Improvement Plans"), which Improvement Plans have been approved by the City Engineer.

G. City and Developer desire to enter an agreement providing for the construction and installation of the improvements in accordance with the Improvement Plans.

#### A G R E E M E N T

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to guarantee completion of certain improvements in accordance with the Improvement Plans and ensure satisfactory performance by Developer of Developer's obligations to satisfy the Conditions.

2. Duty to Install Improvements. Developer will construct, install and complete, or cause to be constructed, installed and completed, at the Developer's sole cost and expense, all public improvements required by the Conditions (with the exception of the work subject to the Deferred Improvement Agreement) and/or described in the Improvement Plans (the "Improvements"), in accordance with such plans, all applicable federal, state and local laws and regulations, including without limitation State of California Division of Industrial Safety Construction Orders, and to the satisfaction of the City Engineer, in his or her reasonable discretion. Developer will also supply all labor and materials therefor, all in strict accordance with the terms and conditions of this Agreement. The construction, installation and completion of the Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "Work."

3. Duty to Maintain Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Improvements until approved and accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters,

sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section 3, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance.

4. Commencement and Completion Date. Developer will notify City in writing at least 24 hours prior to the commencement of the Work. Developer will complete the Work within one (1) year of the Effective Date. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices. This completion date may be extended by the City Engineer in consultation with the City Attorney in its sole and absolute discretion at the request of Developer, which request shall be accompanied by a written assurance acceptable to the City Attorney that the securities required by Section 13 shall remain enforceable throughout the term of the extension.

5. Estimated Cost of Work. The estimated cost of the Work is One Million Three Hundred Thirteen Thousand Eight Hundred Eighty-three Dollars (\$1,313,883). Notwithstanding this estimate, Developer hereby acknowledges and agrees that (a) the actual costs to complete the Work may significantly exceed this estimate, (b) this estimate in no way limits Developer's financial obligation, and (c) that Developer is obligated to complete the Work at its own cost, expense, and liability.

6. Modifications to the Plans. Approval of this Agreement by City does not release Developer of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in his or her reasonable discretion, the Improvement Plans are deemed inadequate in any respect Developer agrees to make such modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with this Agreement.

7. Repairs. Developer agrees to repair or have repaired in a timely manner at its sole cost and expense all public roads, streets, or other public or private property damaged as a result of or incidental to the Work or in connection with the development of the Property or to pay to the property owner of any damaged road, street or property the full cost of such repair. In addition, Developer shall obtain the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer has paid the full cost of such repair in accordance with this Section 7. City shall be under no obligation whatsoever to accept the Work completed under this Agreement until such time as all repairs have been completed or have been paid for and required written acceptances have been provided to the City Engineer.

8. Foreman or Superintendent. Developer shall give personal attention to the Work. A competent foreman or superintendent, satisfactory to the City Engineer, in his or her

reasonable discretion, with authority to act for and on behalf of Developer, shall be named in writing by Developer prior to commencement of the Work, shall be present on the Property during the performance of the Work and may not be changed without advance notification to and approval of the City Engineer.

9. Examination of Work. All of the Work shall be performed to the satisfaction of the City Engineer, in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. No Work shall be performed without inspection by City. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and work days. If any Work is planned to be performed during non-working hours or work days, there must be a request made in writing to City at least 24 hours in advance. If an inspector is available, Developer shall pay the actual costs for overtime work as provided in Section 10 below. If an inspector is not available, no Work shall be performed.

10. City's Inspection, Administration and Testing. Developer shall pay to City the actual cost for all plan checking, inspection, administration and testing services furnished by City in connection with this Agreement, including those performed by consultants under contract with the City (the "City Costs"). The Developer's subdivision inspection deposit and billing for hourly staff time is based upon the current City of Antioch Master Fee Schedule. As work progresses, an invoice for staff time and materials is delivered each month to the applicant for payment. When the project is completed and all bills have been paid, the Developer's subdivision inspection deposit is returned in full. Concurrently with the execution of this Agreement, Developer shall deposit an amount equal to the Subdivision Inspection Deposit with City as security for the payment of the City Costs. City may, at its discretion, deposit such funds in an interest-bearing account and retain any and all interest earned.

11. Compliance with Laws. Developer shall fully comply with all federal, state and local laws, ordinances and regulations in the performance of this Agreement. Developer shall, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits shall be furnished to the City Engineer upon request.

12. Encroachment Permits. Developer shall obtain, at its sole cost and expense, any encroachment permits required by the City in order to perform the Work.

13. Performance, Labor and Materials and Warranty Security. In accordance with Title 9, Chapter 4, of the Antioch Municipal Code, as may be amended from time to time ("Subdivision Ordinance"), Developer will furnish and deliver to City, within the times set forth below, the following surety bonds, each of which must be issued by a surety company duly and regularly authorized to do general surety business in the State of California, or such other surety as may be acceptable to the City Attorney in accordance with the Subdivision Ordinance.

13.1 Performance Bond. Developer shall furnish and deliver a performance surety bond in the amount of One Million Three Hundred Thirteen Thousand Eight Hundred Eighty-three Dollars (\$1,313,883), concurrently with the execution of this Agreement, which bond must meet the requirements of the Subdivision Ordinance and Government Code Section 66499.1, as may be amended, and be acceptable to the City Attorney. The bond shall be conditioned upon the faithful performance of this Agreement with respect to the Work and shall be released by the City effective upon the date of recordation of the notice of acceptance of the Improvements and Developer's delivery of a Warranty Bond, as described below, or as otherwise allowed by Government Code Section 66499.7.

13.2 Labor and Materials Bond. Developer shall furnish and deliver a labor and materials surety bond in the amount of One Million Three Hundred Thirteen Thousand Eight Hundred Eighty-three Dollars (\$1,313,883) (the "Bond Amount"), concurrently with the execution of this Agreement, which bond must meet the requirements of the Subdivision Ordinance and Government Code Section 66499.2, as may be amended, and be acceptable to the City Attorney. The bond shall secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. The City shall retain each bond until both (a) the City accepts the Work, and (b) the statute of limitations to file an action under Civil Code section 3114 *et seq.* has expired. After said date, the bond may be reduced by the City Engineer to an amount not less than the total amount claimed by all claimants for whom claims of lien have been recorded and notice given in writing to the City Council. The balance of the bond shall be retained until the final settlement of all such claims and obligations. If no such claims have been recorded, the bond shall be released in full by the City Engineer.

14. Additional Security. If either upon execution of this Agreement or during the course of performance the City considers that it is necessary to have an updated engineer's estimate prepared, the City shall provide written notice to Developer. Developer shall provide such estimate within the timeframe set forth in the City's notice and shall make such modifications to the estimate as may be reasonably requested by City. Developer shall provide additional security as may be required by the updated engineer's estimate. If Developer is required to post additional security, the City may require either a cash deposit or a surety bond guaranteeing performance in a form and signed by sureties satisfactory to City. The condition of the security shall be that if Developer fails to perform its obligations under this Agreement, the City may, as applicable, use the proceeds or require the sureties to perform the obligations, of the Agreement.

15. No Waiver by City. Inspecting of the work and/or materials, or approval of work and/or materials, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all or any portion of the work and/or materials, or payments thereof, or any combination of all of these acts shall not relieve Developer or its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

16. Completion of Work. After Developer (a) completes the Work in accordance with the Improvement Plans and the terms and conditions of this Agreement, and (b) repairs any road, street, or private or public property damaged as a result of the Work, or pays the full cost of

such repair to the owner whose property was damaged, and obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair in accordance with Section 7 above, Developer will provide City with a written notice of completion, together with copies of all written acceptances as described in Section 7. City, in its sole and absolute discretion, may accept the Work in phases and allow a partial of the bonds provided under Section 13 above.

17. Final Acceptance.

17.1 Notice of Completion. Within sixty (60) days of receipt of Developer's written notification pursuant to Section 16 above, City Engineer shall inspect the Work and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Work and repair are complete to the satisfaction of the City Engineer, in his reasonable discretion, and whether the written acceptances described in Section 7 have been provided. If the Work and repair are, in the opinion of the City Engineer, not complete, not satisfactory, and/or written acceptances have not been provided, the City Engineer will list the deficiencies that must be corrected to find the Work and repair complete and satisfactory. Upon satisfactory completion of the Work and repair and submittal of written acceptances, the City Engineer will send Developer a written notice of satisfactory completion. The requirement for written acceptances may be waived by the City Engineer, in his reasonable discretion, if Developer has made commercially reasonable efforts to obtain such acceptances. City Engineer's failure to respond to Developer's written notification within sixty (60) days will not be deemed a breach or default under this Agreement.

17.2 Acceptance of Improvements. After sending Developer a written notice of satisfactory completion pursuant to Section 17.1, the City Engineer will recommend acceptance of the Improvements to the City Council. The acceptance of the Improvements shall be by resolution. Upon adoption of such resolution, the City Engineer shall record a notice of acceptance, in a form to be approved by the City Attorney, in the Official Records of Contra Costa County. Title to, and ownership of, all Improvements constructed by Developer under this Agreement shall vest in City upon City's acceptance of such Improvements.

17.3 Acceptance of Dedications. In conjunction with the recommendation to accept the Improvements, the City Engineer will recommend the acceptance of any offers of dedication shown on the final map for, or separately recorded against, the Property ("**Dedicated Property**"). The Dedicated Property shall be conveyed free and clear of all liens, encumbrances, assessments and leases (recorded and unrecorded), except items approved by City in writing. City may require Developer to obtain and pay for title insurance in connection with any such approvals of title exceptions.

18. Reversion to Acreage. If Developer fails to perform its obligations under this Agreement, Developer consents to the reversion to acreage of Property pursuant to Government Code section 66499.16 at Developer's sole cost and expense.

19. Warranty Period.

19.1 Warranty; Repair and Reconstruction. Without limiting the foregoing, Developer expressly warrants and guarantees all Work and all materials used in the Work for a period of one year after the date of recordation of the notice of acceptance of the Improvements in accordance with Section 17. If, within this one-year period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Developer, or any of the Work, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Developer shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work or Improvement to the satisfaction of the City Engineer. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements or reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer shall pay to the City upon demand the actual cost of such repairs, replacements or reconstruction plus 25 percent.

19.2 Warranty Bond. Developer shall furnish and deliver a warranty bond in the amount of ten percent of the value of the Improvements upon acceptance of the Improvements and prior to release of the entirety of the Performance Bond. The bond shall be in a form acceptable to the City Attorney and shall guarantee and warranty the Work for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

20. Developer Not Agent of City. Neither Developer nor Developer's contractors, subcontractors, agents, officers, or employees are agents, partners, joint venturers or employees of City and the Developer's relationship to the City, if any, arising herefrom is strictly that of an independent contractor. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Further, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

21. Indemnification. Developer agrees to indemnify, defend and hold the City, its elective and appointed boards, commissions, officers, agents, employees and consultants, harmless from and against any and all claims, liabilities, losses, damages, injuries, penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses of any kind or nature (collectively, "Claims") arising out of this Agreement, including without limitation Developer's, or Developer's contractors', subcontractors', agents' or employees', acts, omissions, or operations under this Agreement, and the performance of the Work, whether such acts, omissions, or operations are by Developer or any of Developer's contractors, subcontractors, agents or employees. The aforementioned indemnity shall apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Work or Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims. The City does not and shall not waive any of its rights under this indemnity provision because of its acceptance of the bonds or insurance required under the provisions of this Agreement. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement.

22. Insurance. During the term of this Agreement, Developer shall maintain at its cost and expense the following insurance coverage against Claims, including Claims for injuries

to persons or damages to property that may arise from or in connection with the performance of the Work and the results of that Work by the Developer, its contractors, 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:

22.1 Commercial General Liability (CGL). Developer shall provide or cause to be provided Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the Project and Property or the general aggregate limit shall be twice the required occurrence limit.

22.2 Railroad Protective Liability. If Developer's services include work within 50 feet of a railroad right of way, Developer shall have removed any exclusion on its liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

22.3 Automobile Liability Insurance. Developer shall provide or cause to be provided ISO Form Number CA 00 01 covering any auto (Code 1), or if Developer 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.

22.4 Workers' Compensation Insurance. Developer shall provide, or cause to be provided, Workers' Compensation insurance as required by law, and shall cause its contractors and their subcontractors, agents and representatives to maintain Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Developer is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

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

22.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Developer 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 Developer's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

22.5.2 Primary Coverage. For any Claims related to this Agreement, the Developer's insurance coverage shall be primary insurance as respects the City, its officers,

officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Developer's insurance and shall not contribute with it.

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

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

22.5.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Developer 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.

22.6 Certificate of Insurance and Endorsements. Developer shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. However, failure to obtain the required documents prior to the commencement of the Work shall not waive the Developer'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.

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

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

23. Payments. Developer agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. Developer further agrees that pursuant to Government Code section 66499.7, the Labor and Materials Bond provided by Developer in accordance with Section 13.2 of this Agreement shall not be released if any mechanics liens or stop notices are outstanding, unless said liens are released by bond in compliance with Civil Code section 3143.

24. Notice of Breach and Default. The occurrence of any of the following constitutes a breach and default of this Agreement:



- (1) Developer refuses or fails to complete the Work within the time set forth herein or abandons the Work;
- (2) Developer assigns the Agreement without the prior written consent of City;
- (3) Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed in the event of Developer's insolvency;
- (4) Developer or Developer's contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement or
- (5) There is any delay in the construction of any portion of the Work or repairs, which in the reasonable opinion of the City Engineer, endangers public or private property.

The City may serve written notice of breach and default upon Developer and the financial institution holding the bonds.

25. Breach of Agreement; Performance by City; Remedies. If the City gives Developer notice, under Section 24, of breach and default of this Agreement, the City may pursue any and all remedies available, including but not limited to, bringing legal action to compel performance of the Work, holding the financial institutions that issued the bonds liable to complete the Work and/or for the cost of the Work and/or proceeding to complete the Work by contract or other method the City considers advisable, at the sole expense of Developer. If City completes the Work, Developer, immediately upon demand, shall pay the costs and charges related to the Work and any subsequent repairs. City, without liability for doing so, may take possession of and utilize in completing the Work and repairs, if any, such materials and other property belonging to Developer as may be on or about the Property and necessary for completion of the work. In the event of default, the financial institution holding the bonds shall be liable to City to pay the face amount of the bonds, as specified in this Agreement. As noted above, City may bring legal action to compel performance of this Agreement and recover the costs of completing the Work and/or repairs, if any, including City's administrative and legal costs. Developer agrees that if legal action is brought by City under this Section of the Agreement, Developer shall pay all of the costs of suit, reasonable attorney fees, arbitration costs and such other costs as may be determined by the court or arbitrator. No failure on the part of City to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that City may have hereunder.

26. Final Drawings. Upon completion of the Work and prior to final acceptance, Developer shall deliver to City a set of "as-built" drawings. These drawings shall be in a form acceptable to the City Engineer, shall be certified as being "as-built" and shall reflect the Work as actually constructed, with any and all changes incorporated therein. The drawings shall be signed and sealed as accurate by the engineer of record.

27. Attorneys' Fees. Should any legal action or arbitration be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to all costs of suit, reasonable attorneys' fees, arbitration costs and such other costs as may be determined by the court or arbitrator.

28. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by first class mail, postage prepaid, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this Section.

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

with a copy to: City of Antioch  
City Hall  
P.O. Box 5007  
Antioch, CA 94531-5007  
Attention: City Attorney

Developer: Buchanan Crossings, LLC  
c/o The Oroscos Group  
10 Harris Court  
Monterey, CA 93940  
Attn: Patrick Oroscos

with a copy to: Miller Starr Regalia  
P.O. Box 8177  
Walnut Creek, CA 94596  
Attention: Chad Gallagher

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

29. Transfers; Assignments. Developer may assign its obligations under this Agreement to successor owner(s) of the Property with the prior written consent of the City. In connection with any such assignment, Developer and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form acceptable to the City Attorney.

30. Binding Upon Heirs, Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be binding upon a purchaser or transferee of any portion of the Property unless this Agreement has been assigned pursuant to Section 29. If this Agreement has not assigned or if the assignment has been consented to by City, it shall remain binding on Developer.

31. Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

32. Severability. If any provision of this Agreement is held, to any extent, invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provision, and shall remain in full force and effect.

33. Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between City and Developer with respect to the matters addressed in this Agreement. This Agreement may not be altered, amended or modified without the written consent of both parties with the exception of the Conditions and the Deferred Improvement Agreement referenced in the recitals.

34. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Contra Costa, State of California.

35. Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

36. Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.


37. Runs with the Land; Recordation. This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of Contra Costa County.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

**CITY**

CITY OF ANTIOCH, a California municipal corporation

By: Steven Duran, City Manager

ATTEST  
  
Arne Simonsen, City Clerk

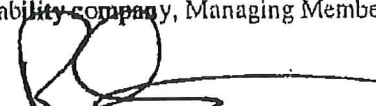
APPROVED AS TO FORM:

Lynn Tracy Nerland, City Attorney

**DEVELOPER**

BUCHANAN CROSSINGS, LLC, a Delaware limited liability company

By: COASTAL REALTY INVESTORS NO. 2, LLC, a California limited liability company, Managing Member

By:   
Name: Patrick W. Orosco  
Its: Member


By:   
Name: Christopher R. Orosco  
Its: Member

Exhibit A

Legal Description of the Property

The lands situated in the City of Antioch, County of Contra Costa, State of California, described in the Grant Deed from Hydrox Properties I, LLC, a California limited liability company, to Buchanan Crossings, LLC, a Delaware limited liability company, recorded April 5, 2013, in series 2013-0085910-00, Contra Costa County Records.

Exhibit A

C16

ACKNOWLEDGMENT

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.

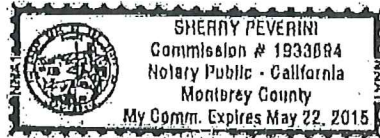
STATE OF CALIFORNIA )  
COUNTY OF MONTEREY )

On November 25, 2014, before me, Sherry Peverini, a Notary Public, personally appeared PATRICK W. OROSCO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Sherry Peverini*  
\_\_\_\_\_  
Notary Public



My Commission Expires: May 22, 2015

Commission Number: 1933894

ACKNOWLEDGMENT

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.

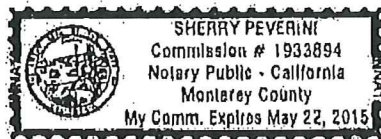
STATE OF CALIFORNIA )  
COUNTY OF MONTEREY )

On November 25, 2014, before me, Sherry Peverini, a Notary Public, personally appeared CHRISTOPHER R. OROSCO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Sherry Peverini*  
\_\_\_\_\_  
Notary Public



My Commission Expires: May 22, 2015

Commission Number: 1933894

Subdivision Improvement Agreement

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_(SEAL)  
Notary Public

\*\*\*\*\*

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_(SEAL)  
Notary Public

Exhibit 2

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
 )  
City of Antioch )  
City Hall )  
P.O. Box 5007 )  
Antioch, CA 94531-5007 )  
Attention: City Clerk )

(Space Above This Line for Recorder's Use Only)  
Exempt from recording fee per Gov. Code § 27383.

DEFERRED IMPROVEMENT AGREEMENT

THIS DEFERRED IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into on this 16<sup>th</sup> day of December, 2014 (the "Effective Date") by and between BUCHANAN CROSSINGS, LLC, a Delaware limited liability company ("Developer"), and the CITY OF ANTIOCH, a California municipal corporation ("City").

RECITALS

A. Developer is the owner of that certain real property located at 3100 Buchanan Road in the City of Antioch, Contra Costa County, California, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). Developer has submitted an application to the City for the development of a minor subdivision on the Property (the "Project").

B. On August 12, 2008 the City Council of the City of Antioch adopted Resolution No. 2008/81 approving the final development plan, use permit and vesting tentative map for Buchanan Crossings Subdivision (MS 357-302-08) prepared by Aliquot Associates, Inc. and dated March 20, 2008 subject to certain conditions of approval (the "Conditions").

C. The Conditions require either (1) that certain improvements be constructed prior to approval of the final map, or (2) that Developer enter into an agreement with the City providing for the future construction of such improvements.

D. Before Developer can develop the second phase of the Project or construct the Road Widening improvements fronting phase two of the Project (the "Phase 2 Road Widening") a wetlands delineation/wetlands permit will be required from the United States Army Corps of Engineers and permission to encroach into an easement held by the Bureau of Reclamation will have to be obtained. In order to allow Developer time to satisfy said requirements, the City Engineer has determined that the Phase 2 Road Widening is required but can be deferred and included in this Deferred Improvement Agreement to be executed by Developers at the same time as the Subdivision Improvement Agreement.



E. The Project conditions of approval also require the Developer to perform a drainage study (the "**Comprehensive Drainage Study**") to determine the adequacy of storm drain facilities tributary to and downstream of the Project site to ensure the discharge system will have adequate capacity to handle Project flows. Phase 1 of the Project will employ a detention basin and will not alter the inflow and outflow storm water from the entire Project site (Phase 1 and Phase 2). The Comprehensive Drainage study required by Condition of Approval #81 (City Council Resolution No. 2008/81) will not be required until commencement of construction of the Phase 2 Road Widening and the Comprehensive Drainage Study will be made a part of this Deferred Improvement Agreement. The Phase 2 Road Widening and the Comprehensive Drainage Study shall be collectively referred to herein as the "**Deferred Improvements**."

F. In processing the final maps for approval by the City, Developer has entered into that certain Subdivision Improvement Agreement (the "**SIA**") with the same effective date as this Deferred Improvement Agreement pursuant to which the Developer agrees to construct and implement all of the work needed to satisfy the Conditions within a specified period of time with the exception of the Deferred Improvements, the requirement for which is included in this Agreement.

G. Developer has submitted plans, specifications and drawings for the Phase 2 Road Widening prepared by BKF Engineers and dated November 18, 2014 (the "**Improvement Plans**"), which Improvement Plans have been approved by the City Engineer.

H. City and Developer desire to enter an agreement providing for the construction and installation of the Deferred Improvements in accordance with the Improvement Plans.

#### A G R E E M E N T

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to guarantee completion of the Phase 2 Road Widening in accordance with the Improvement Plans and ensure satisfactory performance by Developer of Developer's obligations to satisfy the Conditions.

2. Duty to Install Improvements; Grant of Public Drainage Easement. Developer will dedicate, construct, install and complete, or cause to be prepared, constructed, installed and completed, at the Developer's sole cost and expense, all public improvements required for the Deferred Improvements as described in the Improvement Plans, in accordance with such plans, all applicable federal, state and local laws and regulations, including without limitation State of California Division of Industrial Safety Construction Orders, and to the satisfaction of the City Engineer, in his or her reasonable discretion. Developer will also supply all labor and materials therefor, all in strict accordance with the terms and conditions of this Agreement. The preparation, construction, installation and completion of the Deferred Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "**Work**." Prior to completion of and acceptance by the City of the Deferred Improvements, Developer shall execute and deliver to the City a conveyance of a public drainage easement in the general location indicated on the vesting tentative map for the Project, in a form acceptable to

the City Engineer and the delivery of such easement shall be considered part of the Work to be performed under this Agreement.

3. Duty to Maintain Deferred Improvements. City shall not be responsible or liable for the maintenance or care of the Deferred Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Deferred Improvements until approved and accepted. Any use by any person of the Deferred Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Deferred Improvements. Developer shall maintain all the Deferred Improvements in a state of good repair until they are completed by Developer and approved and accepted by City. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section 3, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Deferred Improvements or their condition prior to acceptance.

4. Commencement and Completion Date. Developer will commence the Work within sixty (60) days after receiving all delineations and permits required in Recital D and will notify City in writing at least 24 hours prior to the commencement of the Work. Developer will complete the Work no later than five (5) years of the Effective Date. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices. This completion date may be extended by the City Engineer in consultation with the City Attorney in its sole and absolute discretion at the request of Developer, which request shall be accompanied by a written assurance acceptable to the City Attorney that the securities required by Section 13 shall remain enforceable throughout the term of the extension.

5. Estimated Cost of Work. The estimated cost of the Work is Four Hundred Forty-one Thousand Two Hundred Fifty-five Dollars (\$441,255). Notwithstanding this estimate, Developer hereby acknowledges and agrees that (a) the actual costs to complete the Work may significantly exceed this estimate, (b) this estimate in no way limits Developer's financial obligation, and (c) that Developer is obligated to complete the Work at its own cost, expense, and liability.

6. Modifications to the Plans. Approval of this Agreement by City does not release Developer of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in his or her reasonable discretion, the Improvement Plans are deemed inadequate in any respect Developer agrees to make such modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with this Agreement.

7. Repairs. Developer agrees to repair or have repaired in a timely manner at its sole cost and expense all public roads, streets, or other public or private property damaged as a result of or incidental to the Work or in connection with the development of the Property or to pay to the property owner of any damaged road, street or property the full cost of such repair. In addition, Developer shall obtain the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer has paid the full cost of such repair in accordance with this Section 7. City shall be under no obligation whatsoever to accept the Work completed under this Agreement until such time as all repairs have been completed or have been paid for and required written acceptances have been provided to the City Engineer.

8. Foreman or Superintendent. Developer shall give personal attention to the Work. A competent foreman or superintendent, satisfactory to the City Engineer, in his or her reasonable discretion, with authority to act for and on behalf of Developer, shall be named in writing by Developer prior to commencement of the Work, shall be present on the Property during the performance of the Work and may not be changed without advance notification to and approval of the City Engineer.

9. Examination of Work. All of the Work shall be performed to the satisfaction of the City Engineer, in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. No Work shall be performed without inspection by City. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and work days. If any Work is planned to be performed during non-working hours or work days, there must be a request made in writing to City at least 24 hours in advance. If an inspector is available, Developer shall pay the actual costs for overtime work as provided in Section 10 below. If an inspector is not available, no Work shall be performed.

10. City's Inspection, Administration and Testing. Developer shall pay to City the actual cost for all plan checking, inspection, administration and testing services furnished by City in connection with this Agreement, including those performed by consultants under contract with the City (the "City Costs"). The Developer's subdivision inspection deposit and billing for hourly staff time is based upon the current City of Antioch Master Fee Schedule. As work progresses, an invoice for staff time and materials is delivered each month to the applicant for payment. When the project is completed and all bills have been paid, the Developer's subdivision inspection prior is returned in full. Concurrently with the execution of this Agreement, Developer shall deposit an amount equal to the Subdivision Inspection Deposit with City as security for the payment of the City Costs. City may, at its discretion, deposit such funds in an interest-bearing account and retain any and all interest earned.

11. Compliance with Laws. Developer shall fully comply with all federal, state and local laws, ordinances and regulations in the performance of this Agreement. Developer shall, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the development on the Property. Copies and/or

proof of payment of said permits, licenses, notices, fee and tax payments and deposits shall be furnished to the City Engineer upon request.

12. Encroachment Permits. Developer shall obtain, at its sole cost and expense, any encroachment permits required by the City in order to perform the Work.

13. Performance, Labor and Materials and Warranty Security. In accordance with Title 9, Chapter 4, of the Antioch Municipal Code, as may be amended from time to time ("Subdivision Ordinance"), Developer will furnish and deliver to City, within the times set forth below, the following surety bonds, each of which must be issued by a surety company duly and regularly authorized to do general surety business in the State of California, or such other surety as may be acceptable to the City Attorney in accordance with the Subdivision Ordinance. On each anniversary of the Effective Date (i.e., commencing on the execution date of this Agreement and on each anniversary thereafter) (each, an "Adjustment Date") the Bond Amount of both the Performance Bond and Labor and Material Bond referenced below shall be automatically increased by a sum equal to five percent (5%) of the original bond amount.

13.1 Performance Bond. Developer shall furnish and deliver a performance surety bond in the amount of Four Hundred Forty-one Thousand Two Hundred Fifty-five Dollars (\$441,255), concurrently with the execution of this Agreement, which bond must meet the requirements of the Subdivision Ordinance and Government Code Section 66499.1, as may be amended, and be acceptable to the City Attorney. The bond shall be conditioned upon the faithful performance of this Agreement with respect to the Work and shall be released by the City effective upon the date of recordation of the notice of acceptance of the Improvements and Developer's delivery of a Warranty Bond, as described below, or as otherwise allowed by Government Code Section 66499.7.

13.2 Labor and Materials Bond. Developer shall furnish and deliver a labor and materials surety bond in the amount of Four Hundred Forty-one Thousand Two Hundred Fifty-five Dollars (\$441,255) (the "Bond Amount"), concurrently with the execution of this Agreement, which bond must meet the requirements of the Subdivision Ordinance and Government Code Section 66499.2, as may be amended, and be acceptable to the City Attorney. The bond shall secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. The City shall retain each bond until both (a) the City accepts the Work, and (b) the statute of limitations to file an action under Civil Code section 3114 *et seq.* has expired. After said date, the bond may be reduced by the City Engineer to an amount not less than the total amount claimed by all claimants for whom claims of lien have been recorded and notice given in writing to the City Council. The balance of the bond shall be retained until the final settlement of all such claims and obligations. If no such claims have been recorded, the bond shall be released in full by the City Engineer.

14. Additional Security. If either upon execution of this Agreement or during the course of performance the City considers that it is necessary to have an updated engineer's estimate prepared, the City shall provide written notice to Developer. Developer shall provide such estimate within the timeframe set forth in the City's notice and shall make such modifications to the estimate as may be reasonably requested by City. Developer shall provide additional security as may be required by the updated engineer's estimate. If Developer is

required to post additional security, the City may require either a cash deposit or a surety bond guaranteeing performance in a form and signed by sureties satisfactory to City. The condition of the security shall be that if Developer fails to perform its obligations under this Agreement, the City may, as applicable, use the proceeds or require the sureties to perform the obligations, of the Agreement.

15. No Waiver by City. Inspecting of the work and/or materials, or approval of work and/or materials, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all or any portion of the work and/or materials, or payments thereof, or any combination of all of these acts shall not relieve Developer or its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

16. Completion of Work. After Developer (a) completes the Work in accordance with the Improvement Plans and the terms and conditions of this Agreement, and (b) repairs any road, street, or private or public property damaged as a result of the Work, or pays the full cost of such repair to the owner whose property was damaged, and obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair in accordance with Section 7 above, Developer will provide City with a written notice of completion, together with copies of all written acceptances as described in Section 7. City, in its sole and absolute discretion, may accept the Work in phases and allow a partial of the bonds provided under Section 13 above.

17. Final Acceptance.

17.1 Notice of Completion. Within sixty (60) days of receipt of Developer's written notification pursuant to Section 16 above, City Engineer shall inspect the Work and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Work and repair are complete to the satisfaction of the City Engineer, in his reasonable discretion, and whether the written acceptances described in Section 7 have been provided. If the Work and repair are, in the opinion of the City Engineer, not complete, not satisfactory, and/or written acceptances have not been provided, the City Engineer will list the deficiencies that must be corrected to find the Work and repair complete and satisfactory. Upon satisfactory completion of the Work and repair and submittal of written acceptances, the City Engineer will send Developer a written notice of satisfactory completion. The requirement for written acceptances may be waived by the City Engineer, in his reasonable discretion, if Developer has made commercially reasonable efforts to obtain such acceptances. City Engineer's failure to respond to Developer's written notification within sixty (60) days will not be deemed a breach or default under this Agreement.

17.2 Acceptance of Improvements. After sending Developer a written notice of satisfactory completion pursuant to Section 17.1, the City Engineer will recommend acceptance of the Improvements to the City Council. The acceptance of the Improvements shall be by resolution. Upon adoption of such resolution, the City Engineer shall record a notice of acceptance, in a form to be approved by the City Attorney, in the Official Records of Contra Costa County. Title to, and ownership of, all Improvements constructed by Developer under this Agreement shall vest in City upon City's acceptance of such Improvements.

17.3 Acceptance of Dedications. In conjunction with the recommendation to accept the Improvements, the City Engineer will recommend the acceptance of any offers of dedication shown on the final map for, or separately recorded against, the Property ("**Dedicated Property**"). The Dedicated Property shall be conveyed free and clear of all liens, encumbrances, assessments and leases (recorded and unrecorded), except items approved by City in writing. City may require Developer to obtain and pay for title insurance in connection with any such approvals of title exceptions.

18. Warranty Period.

18.1 Warranty, Repair and Reconstruction. Without limiting the foregoing, Developer expressly warrants and guarantees all Work and all materials used in the Work for a period of one year after the date of recordation of the notice of acceptance of the Improvements in accordance with Section 17. If, within this one-year period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Developer, or any of the Work, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Developer shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work or Improvement to the satisfaction of the City Engineer. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements or reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer shall pay to the City upon demand the actual cost of such repairs, replacements or reconstruction plus 25 percent.

18.2 Warranty Bond. Developer shall furnish and deliver a warranty bond in the amount of ten percent of the value of the Improvements upon acceptance of the Improvements and prior to release of the entirety of the Performance Bond. The bond shall be in a form acceptable to the City Attorney and shall guarantee and warranty the Work for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

19. Developer Not Agent of City. Neither Developer nor Developer's contractors, subcontractors, agents, officers, or employees are agents, partners, joint venturers or employees of City and the Developer's relationship to the City, if any, arising herefrom is strictly that of an independent contractor. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Further, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20. Indemnification. Developer agrees to indemnify, defend and hold the City, its elective and appointed boards, commissions, officers, agents, employees and consultants, harmless from and against any and all claims, liabilities, losses, damages, injuries, penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses of any kind or nature (collectively, "**Claims**") arising out of this Agreement, including without limitation Developer's, or Developer's contractors', subcontractors', agents' or employees', acts, omissions, or operations under this Agreement, and the performance of the Work, whether such acts, omissions, or operations are by Developer or any of Developer's contractors,

subcontractors, agents or employees. The aforementioned indemnity shall apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Work or Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims. The City does not and shall not waive any of its rights under this indemnity provision because of its acceptance of the bonds or insurance required under the provisions of this Agreement. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement.

21. Insurance. During the term of this Agreement, Developer shall maintain at its cost and expense the following insurance coverage against Claims, including Claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work and the results of that Work by the Developer, its contractors, 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:

21.1 Commercial General Liability (CGL). Developer shall provide or cause to be provided Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the Project and Property or the general aggregate limit shall be twice the required occurrence limit.

21.2 Railroad Protective Liability. If Developer's services include work within 50 feet of a railroad right of way, Developer shall have removed any exclusion on its liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

21.3 Automobile Liability Insurance. Developer shall provide or cause to be provided ISO Form Number CA 00 01 covering any auto (Code 1), or if Developer 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.

21.4 Workers' Compensation Insurance. Developer shall provide, or cause to be provided, Workers' Compensation insurance as required by law, and shall cause its contractors and their subcontractors, agents and representatives to maintain Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Developer is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

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

21.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Developer 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 Developer's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

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

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

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

21.5.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Developer 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.

21.6 Certificate of Insurance and Endorsements. Developer shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. However, failure to obtain the required documents prior to the commencement of the Work shall not waive the Developer'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.

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

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



22. Payments. Developer agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. Developer further agrees that pursuant to Government Code section 66499.7, the Labor and Materials Bond provided by Developer in accordance with Section 13.2 of this Agreement shall not be released if any mechanics liens or stop notices are outstanding, unless said liens are released by bond in compliance with Civil Code section 3143.

23. Notice of Breach and Default. The occurrence of any of the following constitutes a breach and default of this Agreement:

- (1) Developer refuses or fails to complete the Work within the time set forth herein or abandons the Work;
- (2) Developer assigns the Agreement without the prior written consent of City;
- (3) Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed in the event of Developer's insolvency;
- (4) Developer or Developer's contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement or
- (5) There is any delay in the construction of any portion of the Work or repairs, which in the reasonable opinion of the City Engineer, endangers public or private property.

The City may serve written notice of breach and default upon Developer and the financial institution holding the bonds.

24. Breach of Agreement; Performance by City; Remedies. If the City gives Developer notice, under Section 23, of breach and default of this Agreement, the City may pursue any and all remedies available, including but not limited to, bringing legal action to compel performance of the Work, holding the financial institutions that issued the bonds liable to complete the Work and/or for the cost of the Work and/or proceeding to complete the Work by contract or other method the City considers advisable, at the sole expense of Developer. If City completes the Work, Developer, immediately upon demand, shall pay the costs and charges related to the Work and any subsequent repairs. City, without liability for doing so, may take possession of and utilize in completing the Work and repairs, if any, such materials and other property belonging to Developer as may be on or about the Property and necessary for completion of the work. In the event of default, the financial institution holding the bonds shall be liable to City to pay the face amount of the bonds, as specified in this Agreement. As noted above, City may bring legal action to compel performance of this Agreement and recover the costs of completing the Work and/or repairs, if any, including City's administrative and legal costs. Developer agrees that if legal action is brought by City under this Section of the Agreement, Developer shall pay all of the costs of suit, reasonable attorney fees, arbitration costs and such other costs as may be determined by the court or arbitrator. No failure on the part of

C28

City to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that City may have hereunder.

25. Final Drawings. Upon completion of the Work and prior to final acceptance, Developer shall deliver to City a set of "as-built" drawings. These drawings shall be in a form acceptable to the City Engineer, shall be certified as being "as-built" and shall reflect the Work as actually constructed, with any and all changes incorporated therein. The drawings shall be signed and sealed as accurate by the engineer of record.

26. Attorneys' Fees. Should any legal action or arbitration be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to all costs of suit, reasonable attorneys' fees, arbitration costs and such other costs as may be determined by the court or arbitrator.

27. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by first class mail, postage prepaid, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this Section.

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

with a copy to: City of Antioch  
City Hall  
P.O. Box 5007  
Antioch, CA 94531-5007  
Attention: City Attorney

Developer: Buchanan Crossings, LLC  
c/o The Oroscio Group  
10 Harris Court  
Monterey, CA 93940  
Attn: Patrick Oroscio

with a copy to: Miller Starr Regalia  
P.O. Box 8177  
Walnut Creek, CA 94596  
Attention: Chad Gallagher

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the

State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

28. Transfers; Assignments. Developer may assign its obligations under this Agreement to successor owner(s) of the Property with the prior written consent of the City. In connection with any such assignment, Developer and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form acceptable to the City Attorney.

29. Binding Upon Heirs, Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be binding upon a purchaser or transferee of any portion of the Property unless this Agreement has been assigned pursuant to Section 29. If this Agreement has not assigned or if the assignment has been consented to by City, it shall remain binding on Developer.

30. Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

31. Severability. If any provision of this Agreement is held, to any extent, invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provision, and shall remain in full force and effect.

32. Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between City and Developer with respect to the matters addressed in this Agreement. This Agreement may not be altered, amended or modified without the written consent of both parties with the exception of the Conditions and the Subdivision Improvement Agreement referenced in the recitals.

33. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Contra Costa, State of California.

34. Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

35. Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.


36. Runs with the Land; Recordation. This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of Contra Costa County.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

**CITY**

CITY OF ANTIOCH, a California municipal corporation

By: \_\_\_\_\_  
Steven Duran, City Manager


ATTEST:  
  
\_\_\_\_\_  
Arne Simonsen, City Clerk


APPROVED AS TO FORM:  
\_\_\_\_\_  
Lynn Tracy Nerland, City Attorney

**DEVELOPER**

BUCHANAN CROSSINGS, LLC, a Delaware limited liability company

By: COASTAL REALTY INVESTORS NO. 2, LLC, a California limited liability company, Managing Member

By:   
\_\_\_\_\_  
Name: Patrick W. Orosco  
Its: Member  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Name: Christopher R. Orosco  
Its: Member  
\_\_\_\_\_

031

Exhibit A

Legal Description of the Property

The lands situated in the City of Antioch, County of Contra Costa, State of California, described in the Grant Deed from Hydrox Properties I, LLC, a California limited liability company, to Buchanan Crossings, LLC, a Delaware limited liability company, recorded April 5, 2013, in series 2013-0085910-00, Contra Costa County Records.

Exhibit A

C32

ACKNOWLEDGMENT

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.

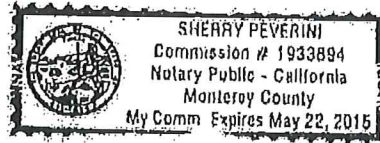
STATE OF CALIFORNIA )  
COUNTY OF MONTEREY )

On November 25, 2014, before me, Sherry Peverini, a Notary Public, personally appeared PATRICK W. OROSCO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public



My Commission Expires: May 22, 2015

Commission Number: 1933894

ACKNOWLEDGMENT

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.

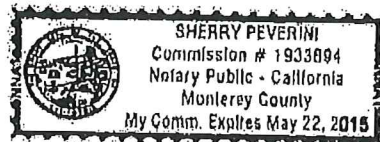
STATE OF CALIFORNIA )  
COUNTY OF MONTEREY )

On November 25, 2014, before me, Sherry Peverini, a Notary Public, personally appeared CHRISTOPHER R. OROSCO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public



My Commission Expires: May 22, 2015

Commission Number: 1933894

Deferred Improvement Agreement:

C33

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_  
Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_(SEAL)  
Notary Public

\*\*\*\*\*

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_  
Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_(SEAL)  
Notary Public

C34

Exhibit 3

RECORDING REQUESTED BY:

Old Republic Title Company  
Order Number: 0724014397A-CM

AND WHEN RECORDED MAIL TO:

Buchanan Crossing, LLC  
10 Harris Court, Suite B-1  
Monterey, CA 93940

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**QUITCLAIM OF EASEMENT**  
**Slope and Drainage Easement**

Record without fee pursuant to Government Code § 27383.

Portion of Assessor Parcel Number 074-080-013

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

the **CITY OF ANTIOCH**, a California municipal corporation,

does hereby **REMISE, RELEASE AND FOREVER QUITCLAIM** to

**BUCHANAN CROSSINGS, LLC**, a Delaware limited liability company, its successors and assigns,

with respect to the interest in that certain slope and drainage easement in the City of Antioch, County of Contra Costa, State of California, described as **PARCEL SIXTEEN** in the Grant Deed recorded August 13, 1957, in Book 3028 at Page 44, Official Records of Contra Costa County, as vacated by the City of Antioch by Resolution \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, recorded \_\_\_\_\_

**SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.**

This Quitclaim Deed is being recorded to terminate the easement described herein.

**CITY OF ANTIOCH**, a California municipal corporation

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

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

See following page for Acknowledgment.

**ACKNOWLEDGMENT FORM FOR DOCUMENTS:**

C35



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed), Notary Public In  
And for said County and State

(seal)

C36



ENGINEERS  
SURVEYORS  
PLANNERS

August 11, 2014  
BKF Job No.: 20118079-21

**EXHIBIT "A"**  
**DESCRIPTION FOR:**  
**VACATION OF SLOPE AND DRAINAGE EASEMENT**

All that certain real property in the City of Antioch, County of Contra Costa, State of California, and described as follows:


BEING PARCEL SIXTEEN as said parcel is described in the Grant Deed recorded August 13, 1957, in Book 3028 at Page 44 (3028 O.R. 44), Official Records of Contra Costa County, being more particularly described as follows:

A parcel of land for use as a slope and drainage easement being a portion of the Rancho Los Medanos, containing 0.212 of acreage, more or less, described as follows:

Beginning at the point designated as Station "K" in the description of Parcel Five in said Grant Deed (3028 O.R. 44); thence from said point of beginning North 89°55' East 475 feet; thence North 80°59'35" West 126.60 feet; thence North 88°00'03" West 275.18 feet; thence South 68°06'54" West 80.78 feet to the point of beginning.

A plat showing the above described easement is attached hereto and made a part hereof as Exhibit "B".

This description was prepared from record information for BKF Engineers.

By:   
Barry T. Williams, P.L.S No.6711

Dated: 8-11-14



C37

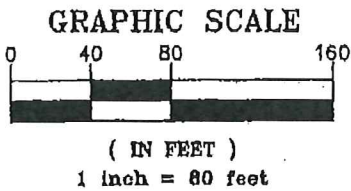
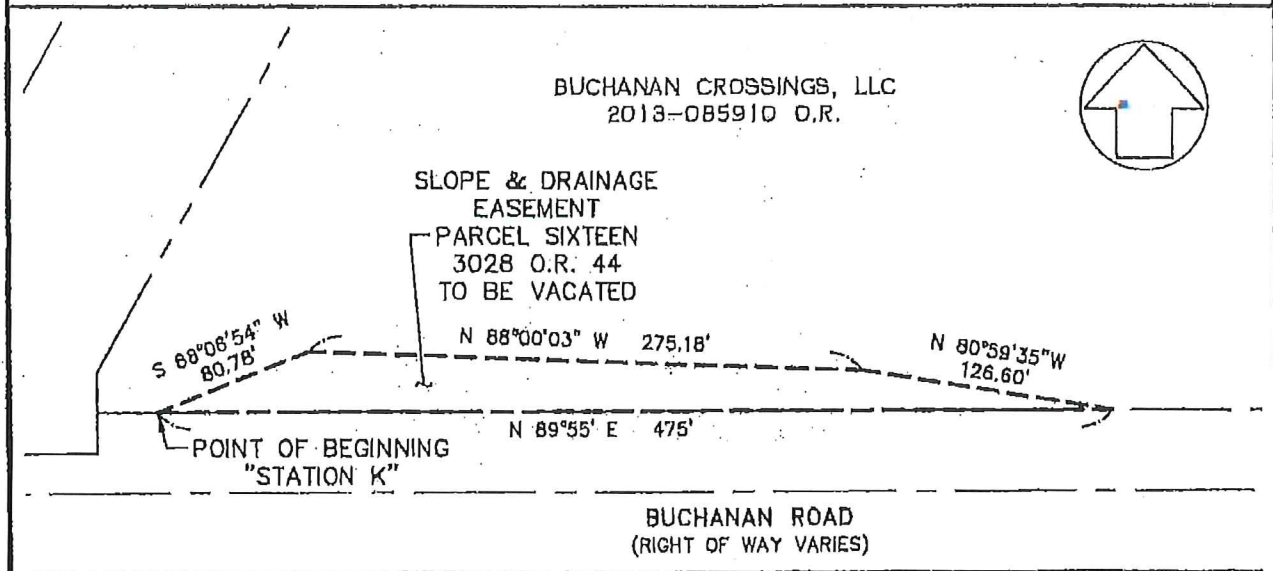
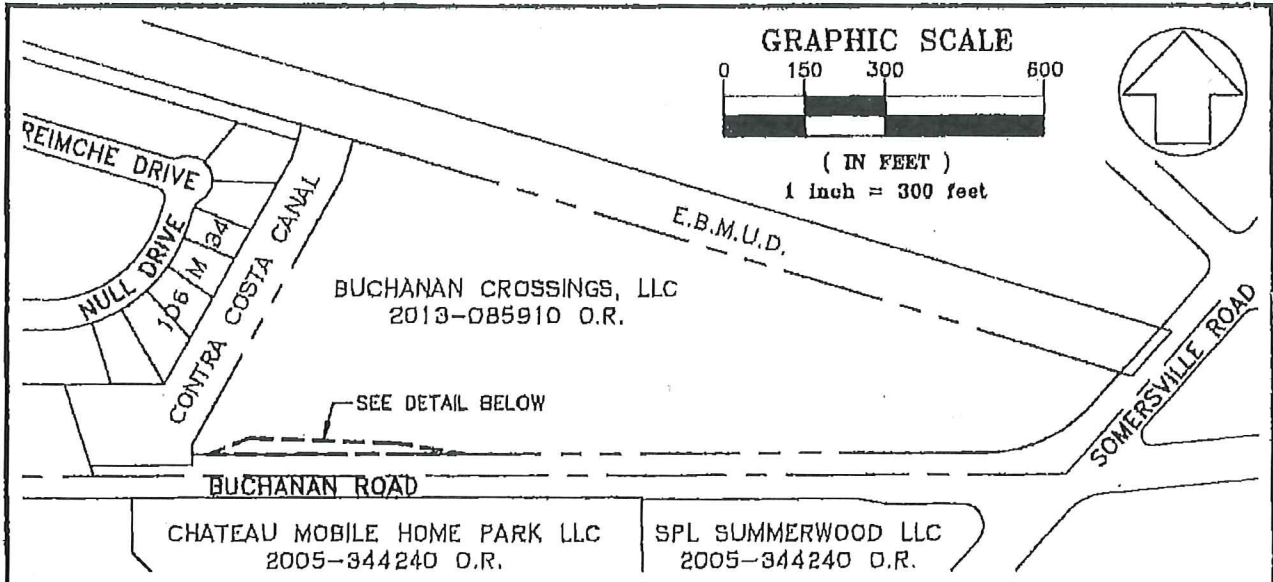



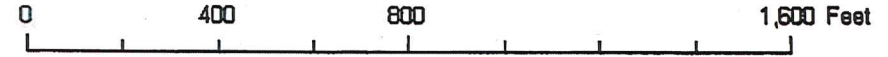
EXHIBIT "B"

 <b>BKF</b> ENGINEERS   SURVEYORS   PLANNERS	1646 NORTH CALIFORNIA BLVD. SUITE 400 WALNUT CREEK, CA 94596 925-940-2200 925-940-2299 (FAX)	Subject <u>PLAT TO ACCOMPANY</u> <u>QUITCLAIM OF EASEMENT</u>
		Job No. <u>20118079-21</u> By <u>MLM</u> Date <u>08/11/14</u> Chkd. <u>BTW</u> SHEET <u>1</u> OF <u>1</u>

C38



Vicinity Map





CITY OF  
**ANTIOCH**  
CALIFORNIA


**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Junming Li, Junior Engineer 

**REVIEWED BY:** Scott Buenting, Project Manager 

**APPROVED BY:** Bailey Grewal, Interim Public Works Director/City Engineer 

**SUBJECT:** Consideration of Bids for Prewett Park Deck Coating Replacement,  
(P.W. 567-8)

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Authorizing an amendment increasing the FY19/20 Capital Improvement Budget for the Prewett Park Deck Coating Replacement ("Project") in the amount of \$25,000 from the Recreation Fund for a total of \$525,000;
2. Rejecting the bid submitted by Advanced Pool Coatings, Inc. for failure to meet the minimum work requirements of a Contractor; and
3. Awarding the contract to the lowest responsive and responsible bidder, Top Line Engineers, Inc. and authorizing the City Manager to execute an agreement in the amount of \$522,280.

**FISCAL IMPACT**

The FY19/20 Capital Improvement Budget includes \$500,000 for this work through the General Fund. Additional funding from the Recreation Fund in the amount of \$25,000 is requested to fund construction of the Project.

**DISCUSSION**

On December 17, 2019, four bids were received for replacing the deteriorating deck coating with custom scorelines along the primary promenade walk and various locations in Prewett Park. The original coating has eroded which increases health and safety hazards for employees and daily visitors. The bid tabulation is shown on Attachment B.

The apparent low bid was submitted by Advanced Pool Coatings, Inc. ("APC") in the amount of \$695,602. Section 8-1.01 of the Standard Specifications states that the

Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract bid price. APC's "List of Subcontractors" included within the submitted Bid Forms states that a subcontractor is scheduled to perform work valued at 85% of the total contract bid price. Due to APC's failure to meet the minimum work requirements of a Contractor, Staff recommends deeming APC's bid as non-responsive and rejecting APC's bid to this project.

Due to shortfall of funding, Staff recommends deleting the items of work in "Site III: East Boulder" from the scope of this contract and awarding a contract to lowest, responsive bidder, Top Line Engineers, Inc. ("TLE") in the amount of \$522,280. TLE's bid has been checked and found to be without any errors or omissions.

**ATTACHMENTS**

- A: Resolution
- B: Tabulation of Bids

ATTACHMENT "A"

RESOLUTION NO. 2020/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING AN AMENDMENT TO THE CAPITAL IMPROVEMENT BUDGET;  
REJECTING THE BID SUBMITTED BY ADVANCED POOL COATINGS, INC.;  
AWARDING THE CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE AN AGREEMENT WITH TOP LINE ENGINEERS, INC. FOR THE  
PREWETT PARK DECK COATING REPLACEMENT  
P.W. 567-8

**WHEREAS**, the City desires an amendment increasing the FY19/20 Capital Improvement Budget for the Prewett Park Deck Coating Replacement ("Project") in the amount of \$25,000 from the Recreation Fund for a total of \$525,000;

**WHEREAS**, the City Council has considered rejecting the bid submitted by Advanced Pool Coatings, Inc. for failure to meet the minimum work requirements of a Contractor;

**WHEREAS**, the City Council has considered deleting the items of work in "Site III: East Boulder" from the scope of this contract; and

**WHEREAS**, the City Council has considered awarding the Project contract to the lowest, responsive and responsible bidder, Top Line Engineers, Inc. in the amount of \$522,280.

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

1. Approves an amendment increasing the FY19/20 Capital Improvement Budget for the Prewett Park Deck Coating Replacement in the amount of \$25,000 from the Recreation Fund for a total of \$525,000;
2. Rejects the bid submitted by Advanced Pool Coatings, Inc. for failure to meet the minimum work requirements of a Contractor;
3. Deletes work in "Site III: East Boulder" from the scope of this contract;
4. Awards the construction contract to the lowest, responsive and responsible bidder, Top Line Engineers, Inc.; and
5. Authorizes the City Manager to execute an agreement with Top Line Engineers, Inc. in the amount of \$522,280 in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2020/\*\***

January 14, 2020

Page 2 of 2

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 14th day of January 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



CITY OF ANTIOCH  
**TABULATION OF BIDS**

**JOB TITLE:** Prewett Park Deck Coating Replacement  
(P.W. 567-8)

**BIDS OPENED:** December 17, 2019 ~ 2:00 p.m.  
City Council Chambers

	Engineer's Estimate	Advanced Pool Coatings, Inc. Loomis	Top Line Engineers, Inc. Hayward	Ashron Construction & Restoration, Inc. Galt	Saboo, Inc. Brentwood	
<b>TOTAL BID PRICE</b>	\$700,000.00	\$695,602.00	\$697,030.00	\$758,481.00	\$775,405.50	

<i>Advanced Pool Coatings, Inc.</i>	<i>Top Line Engineers, Inc.</i>	<i>Ashron Construction &amp; Resoration, Inc.</i>	<i>Saboo, Inc.</i>	
<u>Resurfacing</u> Sierra Concrete Resurfacing <u>Concrete</u> TNB Construction	<u>Concrete</u> Cortez Bros Concrete Construction	<u>None</u>	<u>SunDek</u> Sierra Concrete Resurfacing	

ATTACHMENT "B"

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Tracy Shearer, Assistant Engineer *TS*

**REVIEWED BY:** Scott Buenting, Project Manager *SB*

**APPROVED BY:** Balwinder Grewal, Interim Public Works Director/City Engineer *BG*

**SUBJECT:** Acceptance of Work and Notice of Completion for the Trenchless Rehabilitation of 33-Inch Diameter Sanitary Sewer Pipeline at Various Locations (P.W. 684-1)

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution increasing Sewer Enterprise funding of the existing contract with Lamassu Utility Services, Inc. in the amount of \$2,715.64 for a total contract of \$523,945.64, accepting work and authorizing the Interim Public Works Director/City Engineer to file a Notice of Completion for the Trenchless Rehabilitation of 33-Inch Diameter Sanitary Sewer Pipeline at Various Locations.

**FISCAL IMPACT**

Adoption of this resolution will increase the existing contract with Lamassu Utility Services, Inc by \$2,715.64 from \$521,230.00 to \$523,945.64 budgeted from the Sewer Enterprise Fund.

**DISCUSSION**

On June 25, 2019, the City Council awarded a contract to Lamassu Utility Services, Inc. in the amount of \$521,230 to rehabilitate three sections of 33-inch diameter vitrified clay sanitary sewer pipeline, totaling 970 linear feet, utilizing the trenchless cured-in-place pipe method. Additional work included cleaning and television inspection of the pipelines to be rehabilitated, sewer flow control, traffic control, water pollution control and surface restoration. The final contract price varies from the amount awarded due to additional permitting expenses required to perform the work.

All work on this project was completed on December 17, 2019.

**ATTACHMENTS**

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

**ATTACHMENT "A"**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ACCEPTING WORK AND AUTHORIZING  
THE PUBLIC WORKS DIRECTOR/CITY ENGINEER  
TO FILE A NOTICE OF COMPLETION FOR THE  
TRENCHLESS REHABILITATION OF 33-INCH SANITARY  
SEWER PIPELINE AT VARIOUS LOCATIONS  
(P.W. 684-1)**

**WHEREAS**, the Interim Public Works Director/City Engineer, has certified the completion of all work provided for under and pursuant to the contract for the Trenchless Rehabilitation of 33-Inch Sanitary Sewer Pipeline at Various Locations ("Project") between the City of Antioch and Lamassu Utility Services, Inc. ("Agreement") and

**WHEREAS**, the work under the agreement has been fully completed in accordance with plans and specifications referred to therein.

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

1. The work on the Project is hereby completed and accepted.
2. The Interim 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 for the Project.
3. The Director of Finance is hereby authorized to increase Sewer Enterprise funding of the existing contract with Lamassu Utility Services, Inc. for this Project in the amount of **\$2,715.64**.

\* \* \* \* \*

**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 14th day of January, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**ATTACHMENT "B"**

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

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**NOTICE OF COMPLETION FOR THE  
TRENCHLESS REHABILITATION OF 33-INCH DIAMETER  
SANITARY SEWER PIPELINE AT VARIOUS LOCATIONS  
IN THE CITY OF ANTIOCH  
(P.W. 684-1)**

**NOTICE IS HEREBY GIVEN:**

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on December 17, 2019 the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Lamassu Utility Services, Inc. was completed.
5. The surety for said project was Travelers Casualty and Surety Company of America.
6. This project consisted of the rehabilitation of three sections of existing thirty-three-inch (33") diameter vitrified clay sanitary sewer pipeline using trenchless cured-in-place pipe (CIPP) method.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Balwinder Grewal, P.E.  
Interim Public Works Director/City Engineer  
City of Antioch

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Tracy Shearer, Assistant Engineer *TS*

**REVIEWED BY:** Scott Buenting, Project Manager *SB*

**APPROVED BY:** Balwinder Grewal, Interim Public Works Director/City Engineer *BG*

**SUBJECT:** Acceptance of Work and Notice of Completion for the Marina Boat Launch Facility Restroom (P.W. 523-16R)

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Authorizing an amendment increasing the FY19/20 Capital Improvement Budget for the Marina Boat Launch Facility Restroom ("Project") to include an additional \$6,000 of grant funding from the State of California, Department of Parks and Recreation, Division of Boating and Waterways (DBW) grant for a total project budget of \$480,562;
2. Approving the increase to the existing contract with McNabb Construction, Inc. in the amount of \$26,821.20 for a total contract of \$451,238.20; and
3. Accepting work and authorizing the Interim Public Works Director/City Engineer to file a Notice of Completion for the Marina Boat Launch Facility Restroom project.

**FISCAL IMPACT**

Adoption of this resolution will increase grant funding for this project from DBW by \$6,000 from \$364,562 to \$370,562 and increase the existing contract with McNabb Construction, Inc. by \$26,821.20 from \$424,417.00 to \$451,238.20, including \$110,000 budgeted from the Marina Fund.

**DISCUSSION**

On January 8, 2019, the City Council awarded a contract to McNabb Construction, Inc. in the amount of \$424,417 to furnish and install a restroom building at the Antioch Marina. Additional work included reconstructing portions of concrete sidewalk, reconfiguring the existing electrical system, installing a new sanitary sewer lateral and water service. The

final contract price varies from the amount awarded predominantly due to the construction of additional concrete flatwork, modifications to the building foundation and the installation of additional water and sewer pipeline length.

All work on this project was completed on December 17, 2019.

**ATTACHMENTS**

A: Resolution Accepting Work

B: Notice of Completion

**ATTACHMENT "A"**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING AN AMENDMENT TO THE CAPITAL IMPROVEMENT BUDGET;  
ACCEPTING WORK AND AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY  
ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE  
MARINA BOAT LAUNCH FACILITY RESTROOM  
(P.W. 523-16R)**

**WHEREAS**, the Interim Public Works Director/City Engineer, has certified the completion of all work provided for under and pursuant to the contract for the Marina Boat Launch Facility Restroom ("Project") between the City of Antioch and McNabb Construction, Inc. ("Agreement") and

**WHEREAS**, the work under the agreement has been fully completed in accordance with plans and specifications referred to therein.

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

1. The work on the Project is hereby completed and accepted.
2. The Interim 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 for the Project.
3. The Director of Finance is hereby directed to amend the FY 19/20 Capital Improvement Budget to include an additional \$6,000 of grant funding from the State of California, Department of Parks and Recreation, Division of Boating and Waterways grant for the Project.
4. The Director of Finance is hereby authorized to increase the existing contract with McNabb Construction, Inc. for this Project in the amount of **\$26,821.20**.

**RESOLUTION NO. 2020/\*\***

January 14, 2020

Page 2 of 2

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 14th day of January, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



**ATTACHMENT "B"**

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

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

THIS SPACE FOR RECORDER'S USE ONLY

**NOTICE OF COMPLETION FOR THE  
MARINA BOAT LAUNCH FACILITY RESTROOM  
IN THE CITY OF ANTIOCH  
(P.W. 523-16R)**

**NOTICE IS HEREBY GIVEN:**

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on December 17, 2019 the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and McNabb Construction, Inc. was completed.
5. The surety for said project was American Contractors Indemnity Company.
6. This project consisted of furnishing and installing a restroom building at the Antioch Marina Boat Launch Facility, located at the terminus of 'L' Street, approximately one and a half miles north of State Route 4 in Antioch, California.

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

\_\_\_\_\_  
Date


\_\_\_\_\_  
Balwinder Grewal, P.E.  
Interim Public Works Director/City Engineer  
City of Antioch

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** John Fortner, Police Lieutenant

**APPROVED BY:** Tammany Brooks, Chief of Police 

**SUBJECT:** Community Camera System with Sole Source Justification Request

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the following actions:

1. Approve the sole source request for purchase of additional community cameras from Odin Systems Inc. and Vigilant Solutions (via Lehr Auto Electric); and
2. Authorize the City Manager to negotiate and execute a purchase agreement with Odin Systems Inc. in an amount not to exceed \$23,781.15, and with Vigilant Solutions (via Lehr Auto Electric) in an amount not to exceed \$110,320.65; and
3. Authorize the City Manager to negotiate and execute a purchase agreement with I.C.R. Electric in an amount not to exceed \$18,633.00.
4. Authorize the City Manager to expand the City's community camera coverage (aspirational priority) and execute the expenditure of an amount not to exceed \$152,734.80 to complete this project.

**FISCAL IMPACT**

The fiscal impact for the purchase of a community camera system (1 pan-tilt-zoom and 2 stationary cameras), supporting equipment and installation would be \$23,781.15.

The fiscal impact for purchasing an Automatic License Plate Recognition system (10 ALPR cameras), supporting equipment and installation would be \$110,320.65.

The fiscal impact for I.C.R. Electric to install and provide the necessary power needs to the location for both the ALPR cameras and the community cameras would be \$18,633.00.

The initial project expenditure is included in the approved fiscal year 2019/20 General Fund Police Department budget. The attached resolution includes action to authorize the expenditure of \$152,734.80 from the General Fund Community Policing budget.

## **DISCUSSION**

- Background

The City of Antioch currently has a community camera system in place that utilizes cameras to monitor areas such as the Marina, Knoll Park, City Hall, Community Park (Worth Shaw Sports Complex), Community Center, Antioch Water and Skate Park, the Sycamore Drive Corridor, and the intersection of Cavallo Road at East 18<sup>TH</sup> Street. These cameras bring a sense of safety to the citizens who frequent these areas and provide Law Enforcement an additional tool for solving and reducing crime. The expansion of this program within the Lone Tree Way and Deer Valley Road intersection would provide the residents a sense of security, while serving as a crime deterrent and crime solving tool for the police department in this challenged area. The Cities of Pittsburg and Brentwood utilize numerous community cameras and ALPR cameras within their jurisdiction that have been instrumental in reducing crime and improving the quality of life within the covered areas. Odin Systems Inc. has installed most of these cameras for the City of Antioch and the infrastructure to add additional cameras is already in place.

The Antioch Police Department has operated patrol vehicles with mobile automatic license plate recognition (ALPR) cameras for numerous years. Currently, the police department deploys four patrol vehicles outfitted with mobile ALPR technology that were purchased and installed by Vigilant Solutions (via Lehr Auto Electric). In 2016 and 2017, the City of Antioch purchased and installed stationary ALPR cameras in the Sycamore Drive and Cavallo Road corridors, also from Vigilant Solutions (via Lehr Auto Electric). The data captured by these ALPR cameras has been crucial in the recovery of stolen and/or wanted vehicles. The data has also helped solve numerous and critical criminal cases and locate numerous wanted subjects.

- Analysis

The intersection of Lone Tree Way and Deer Valley Road is a heavily traveled intersection that is surrounded by shopping plazas, Deer Valley High School, a bank, restaurants, the Antioch Community Center, residential homes, and other miscellaneous businesses. This intersection is an arterial thoroughfare that rests on the Beat 5 and 6 border and services the residents and commuters in southeast Antioch. The intersection serves as a hub delivering traffic north to Highway 4; south to the City of Brentwood, Vasco Road, and Marsh Creek Road (Clayton/Concord); east to the Highway 4 Bypass; and west towards downtown.

In 2019 (Jan-Oct), the area surrounding the Lone Tree Way and Deer Valley Road intersection had 215 reported Part I crimes, of which 20% were violent crimes. The

area has also consistently produced a high volume of calls for service. The combined Beat 5 and 6 calls for service requiring a police response surrounding the Lone Tree Way corridor between Deer Valley Road and Hillcrest Avenue total over 6,700 calls for service.

There are several options available as it relates to the types of cameras that could be purchased such as stationary/fixed cameras, pan-tilt-zoom (PTZ) cameras and Automatic License Plate Recognition (ALPR) cameras. These cameras could be used in many different configurations based on the need for the specific location. The abilities of each type of camera are as follows:

- **Stationary/Fixed:** These are video cameras that are fixed and cover only the area the camera is pointed in.
- **Pan-Tilt-Zoom (PTZ):** These cameras have the ability to be remotely controlled 360 degrees in any direction. They can also zoom in and out at the user's discretion.
- **Automatic License Plate Recognition (ALPR):** These are a different type of camera that uses reflective technology to capture license plate numbers of vehicles. As the system captures the license plate number, it simultaneously takes a snap shot of the license plate as well as the rear half of the car. The license plate is then checked against several law enforcement databases to include the Stolen Vehicle System database as well as local records to see if the car is wanted or the license plates are reported stolen.

With the stationary and PTZ systems, an authorized user would have the ability to log into a computer and remotely view all the cameras as well as operate the PTZ cameras. The system can also produce copies of recorded video for law enforcement use for reasons such as investigating crimes or filing cases with the District Attorney's office.

There is also an option for a user to view and operate these cameras from a mobile device or tablet.

ALPR cameras have proven to be an excellent crime fighting tool. In 2017, 6 ALPR cameras were installed at the intersection of Cavallo Road and East 18<sup>TH</sup> Street. These cameras have been instrumental in locating numerous stolen vehicles and providing officers with license plate information that has assisted in the investigation of numerous crimes in this area. In 2019, the camera system at this location captured a homicide. The system provided crucial video evidence that was used to identify the suspect, take them into custody, and secure a filing with the District Attorney's office.

Currently, in southeast Antioch, there is not a technological asset/community camera system at an intersection/roadway supporting the safety and security of the community. Placing the cameras in this identified location would allow the license plate data of any vehicle traveling through this intersection in any direction to be captured as well as surveillance video that could capture crimes in progress

as well as deter crimes from occurring. The collected video and license plate data could be used to further criminal investigations or to locate and recover stolen vehicles.

- Conclusion

The Antioch Police Department recommends community cameras (PTZ and stationary) and ALPR cameras be installed at specific locations to further increase the safety for the people that live and travel through this area and provide them with a greater sense of security.

These systems will also give law enforcement a great tool and resource to help solve and decrease crime in this area.

## **ATTACHMENTS**

### A. Resolution

Exhibit 1 to Resolution - ODIN Systems Inc. Quotation

Exhibit 2 to Resolution - Vigilant Solutions, LLC/LEHR Quotation

Exhibit 3 to Resolution - I.C.R. Electric Quotation

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SOLE SOURCE REQUESTS FOR THE PURCHASE OF  
COMMUNITY CAMERAS FROM ODIN SYSTEMS INC, AND AUTOMATIC LICENSE  
PLATE RECOGNITION CAMERAS FROM VIGILANT SOLUTIONS (VIA LEHR AUTO  
ELECTRIC) AND I.C.R. ELECTRIC FOR INSTALLATION AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE PURCHASING AGREEMENTS**

**WHEREAS**, the City of Antioch currently has a community camera system in place that utilizes cameras to monitor key locations such as the Marina, Knoll Park, City Hall, Community Park (Worth Shaw Sports Complex), Community Center, Antioch Water and Skate Park, Sycamore Drive corridor, and the area of Cavallo Road at East 18<sup>TH</sup> Street. These cameras bring a sense of safety to the citizens who frequent these areas and provide Law Enforcement an additional tool for solving and reducing crime; and

**WHEREAS**, the intersection of Lone Tree Way and Deer Valley Road is a heavily traveled high-capacity suburban roadway that serves as an arterial thoroughfare servicing the residents and commuters in southeast Antioch, and the intersection is situated in a busy business/school district and it is surrounded by pockets of densely populated residential homes, and historically the area has generated a large volume of calls for service requiring police to respond, and the expansion of the community camera program within this area would provide residents and travelers with an additional sense of security, and could serve as a crime deterrent and crime solving tool for the police department in this challenged area; and

**WHEREAS**, the Antioch Police Department has determined that a combination of stationary cameras, pan-tilt-zoom (PTZ) cameras and automatic license plate recognition (ALPR) cameras would be the most effective deployment of resources in the Lone Tree Way and Deer Valley Road area; and

**WHEREAS**, Odin Systems Inc. offers state of the art, high quality wireless PTZ and stationary security camera systems that are currently in use by the City of Antioch in various locations to include the intersections of Sycamore Drive and L Street, Cavallo Road and East 18<sup>TH</sup> Street, the Marina, Knoll Park and the areas surrounding the Community Center and utilizes a proprietary wireless communication software that is not available to any other vendor; and

**WHEREAS**, Lehr Auto Electric is the exclusive vendor for Vigilant Solutions brand ALPR cameras, which are already in use on four Antioch Police patrol vehicles in a mobile version as well as stationary/fixed cameras in the Sycamore Drive corridor and Cavallo Road corridor; and

**WHEREAS**, I.C.R. Electric would complete the installation of both the ALPR and Community Camera systems.

**RESOLUTION NO. 2020/\*\***

January 14, 2020

Page 2

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

1. The sole source request for purchase of community cameras from Odin Systems, Inc. and Vigilant Solutions (via Lehr Auto Electric) is hereby approved.
2. The City Manager or his designee is authorized to negotiate and execute a purchase agreement with Odin Systems, Inc. in an amount not to exceed \$23,781.15 in a form approved by the City Attorney.
3. The City Manager or his designee is authorized to negotiate and execute a purchase agreement with Vigilant Solutions via Lehr Auto Electric in an amount not to exceed \$110,320.65 in a form approved by the City Attorney.
4. The City Manager or his designee is authorized to negotiate and execute a purchase agreement with I.C.R. Electric in an amount not to exceed \$18,633.00 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 14th day of January, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**ODIN SYSTEMS INC.**

6642 MERCHANDISE WAY  
 UNIT 200  
 DIAMOND SPRINGS, CA 95619

DATE	ESTIMATE #
12/2/19	1811



BILL TO:
City of Antioch Alan Barton Director of Information Systems PO Box 5007 Antioch, CA 94531-5007

TERMS	PROJECT
Due on receipt	Deer Valley@ Lone Tree

ITEM	DESCRIPTION	QTY	COST	TOTAL
SON-SNC-EB642R	1080P Bullet Camera with new low light Exmor R sensor - .01 lux color	2	930.00	1,860.00
MX-M16A	M16 camera module (body) for connecting one or two sensor modules	1	1,350.00	1,350.00
SON-SNCWR630	Network 1080p/60fps Full HD Indoor Rapid PTZ Dome Camera 30x Optical zoom	1	3,500.00	3,500.00
Vandal Dome	Odin modified vandal resistant dome (dual 25 watt heaters, dual fans, polycarbonate lower with aluminum upper)	1	950.00	950.00
Pole Mount Adapter		4	110.00	440.00
ODIN- CLSRCAM-5	Odin City Link short range 5Ghz w/ battery backup, filtration and cooling.	1	6,100.00	6,100.00
Misc. Hardware	Includes all cabling, miscellaneous hardware, and connectors	1	500.00	500.00
MIL-XPETDL	XPROTECT EXPERT DEVICE CHANNEL LICENSE	4	220.00	880.00
Pre Config	Manufacturing, Assembly, and testing hardware	12	150.00	1,800.00
Installation	Installation of hardware	12	350.00	4,200.00
Programming	Software and hardware programming	4	190.00	760.00

PHONE #	FAX #	WEB SITE	SALES TAX (9.25%)	\$1,441.15
619-850-8901	562-684-0701	www.odinsystems.com	<b>TOTAL</b>	\$23,781.15





**Sales Quote**

Page: 1

661 Garcia Avenue Pittsburg, CA 94565  
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 21003  
Document Date: 11/27/2019  
Terms: Net 30  
Payment Method:

Sell City of Antioch  
To: John Fortner  
1201 West 4Th Street  
Antioch, CA 94509  
Phone: 925-779-6869

Ship City of Antioch  
To: James Pflueger  
1201 West 4Th Street  
Antioch, CA 94509  
Phone:

Ship Via Installation  
Location: Lehr - Pittsburg  
Blanket PO: P190080

Customer ID 2117  
SalesPerson Mike McGee

**Vehicle Information:**

DEERVALLEY\_LONE TREE

Item No.	Description	Category	Quantity	Unit Price	Total Price
VSF-075-H-RE	FIXED RP 75MM 3- EB Lone Tree 3- WB Lone Tree 2- NB Deer Valley 2-SB Deer Valley	VIGILANT	10	7,500.00	75,000.00
VSBSCSVC-02	BASIC SERV PACK	VIGILANT	10	450.00	4,500.00
REAPER CAM CBL 30	SD CAM CBL 30'	VIGILANT	8	210.00	1,680.00
SSUPSYS-COM	STARTUP COM	VIGILANT	10	750.00	7,500.00
FIXED-POD	ALPR POD	IT MISC	4	2,500.00	10,000.00
VS-FX-DUAL-BRKT-AS	FIXED DUAL BKT	VIGILANT	4	400.00	1,600.00
VS-FX-UNI-POLE-WAL	SINGLE MOUNT	VIGILANT	2	350.00	700.00

Amount Subject to Sales Tax 100980.00  
Amount Exempt from Sales Tax 0.00

**Subtotal: \$100,980.00**  
Total Sales Tax: \$9,340.65

**Total: \$110,320.65**



December 19, 2019

Lt. John Fortner  
Antioch Police Department  
300 L Street  
Antioch, CA 94509

RE: Electrical and Installation of Lehr & Odin Cameras at Lone Tree Way & Deer Valley Rd.

The following estimate is for ICR to provide 120-volt / 20-amp dedicated circuits and wiring to 5 each locations to 4 each signal poles to supply power for cameras. The cameras are to be mounted on the signal arms at the intersections of Lone Tree Way and Deer Valley Rd. The work by ICR will include all, labor, materials, bucket trucks, service trucks, safety equipment, and traffic control to complete the camera installation with exceptions noted.

1. ICR will provide 2 each 120-volt / 20-amp circuits from a metering pedestal at the southwest corner of Lone Tree Way. There is one spare 20-amp circuit breaker and space to add another 20-amp circuit breaker. Bill Walker, who is in charge of signals for Contra Costa County which the City of Antioch contracts to for the maintenance and repair of signals, agreed that ICR can add two dedicated 20-amp circuits into this metering pedestal.
2. One dedicated 120-volt / 20-amp circuit and wiring will be shared at four signal pole locations for the Lehr camera license plate reader cameras.
3. The second 120-volt / 20-amp circuit and wiring will be for Odin's cameras at the southeast corner signal pole to be used for their cameras.
4. ICR will have to fish and install wiring using the existing conduits filled with signal wires throughout the entire intersections crossing Lone Tree Way and Deer Valley Rd. ICR will have to access splice boxes at all four corners of the intersections and in the medians to accomplish this work item.
5. ICR will provide an outdoor enclosure with power inside for Odin at the southwest corner signal pole. This is all the work to be done by ICR as Odin will provide and install their cameras and commission these cameras on their own.
6. ICR at all four corners of the intersection of Lone Tree Way and Deer Valley Rd on each of the signal poles with arms ICR will mount to these signal poles Lehr's control boxes and terminate the 120-volt power needed for these control boxes. The license plate reader control boxes are to be provided by Lehr.

**Industrial Commercial & Remediation Electrical, Inc.**

351-A Sunset Drive ~ Antioch, CA 94509 ~ 925-757-8282 ~ FAX 925-757-5027  
State Lic. No. C-10 354081 ~ Fed I.D. # 20-5602184

7. ICR will mount 10 each Lehr license plate reader cameras to the signal pole arms and loop the control / power wires from the license plate reader cameras around the signal arm to take up the slack and terminate these wires inside each of the control boxes ready to commission and test.
8. ICR will work with Lehr to aim and test the license plate reader cameras to confirm the cameras are reading the license plates of vehicles and ready to turn over to the APD to commission and active license plate readers into their system.
9. Coordination with the Contra Costa County Signal personnel in case any issues come up with the signals as the work progresses.
10. This estimate is good for 30 days.
11. No permits or fees are included.

**Estimate Total \$18,633.00.**

Regards

Dan Garcia

---

**Industrial Commercial & Remediation Electrical, Inc.**


351-A Sunset Drive ~ Antioch, CA 94509 ~ 925-757-8282 ~ FAX 925-757-5027  
State Lic. No. C-10 354081 ~ Fed I.D. # 20-5602184

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** John Fortner, Police Lieutenant

**APPROVED BY:** Tammany Brooks, Chief of Police 

**SUBJECT:** Motorola Portable Radio Expenditure with Sole Source Justification Request

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving a sole source request and authorizing the City Manager to execute an agreement with Motorola Solutions to purchase additional portable radios in an amount not to exceed \$72,387.96. This expenditure was approved in the fiscal year 2019/20 Police Department budget.

**FISCAL IMPACT**

The expenditure is included in the approved fiscal year 2019/20 General Fund Police Department budget. The attached resolution includes action to authorize the expenditure of \$72,387.96 from the General Fund Community Policing budget.

**DISCUSSION**

- Background

In April 2015, Council authorized participation in the East Bay Regional Communications System Authority (EBRCSA), Joint Powers Authority (JPA), upgrading our public safety communications equipment and capability. Prior to Antioch's involvement, the county (EBRCSA JPA) procured Motorola Solutions as a sole source provider (manufacturer and distributor) for communications equipment and service, and entered into a Communications Systems Agreement (CSA), which was approved and signed by the JPA (See Exhibit #3). Beginning in 2009, this agreement/contract has been extended through May 31, 2020 to provide sole source government pricing to members in the EBRCSA for additional or replacement equipment (See Attachment #4).

- Analysis

The Police Department currently uses radios solely provided by Motorola Solutions that are in place county-wide to provide advanced communications capabilities and interoperability between jurisdictions. Due to wear-and-tear, and the growth in staffing at the Police Department it has become necessary to purchase additional radios. This project is being sole sourced due to the proprietary equipment and specific design requirements which can only be provided by Motorola Solutions.

- Conclusion

The Antioch Police Department recommends the purchase of 10 Motorola portable radios (to include radio programming and supporting equipment/hardware) to be added to the inventory to be issued to additional public safety employees for ongoing effective communications.

## **ATTACHMENTS**

### **A. Resolution**

Exhibit 1 to Resolution - Motorola Solutions Quotation

Exhibit 2 to Resolution - Contra Costa County Contract

Exhibit 3 to Resolution - Contra Costa County Contract Extension

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SOLE SOURCE REQUEST FOR THE PURCHASE OF PORTABLE  
RADIOS FROM MOTOROLA SOLUTIONS AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE A PURCHASING AGREEMENT**

**WHEREAS**, the City is a participating agency in the East Bay Regional Communications System Authority (EBRCSA) and currently uses portable radios manufactured and distributed by Motorola Solutions under an agreed upon and approved sole source government contract; and

**WHEREAS**, the City will pay an amount not to exceed \$72,387.96 to purchase and program portable radios and radio equipment for additional public safety staff and regular wear-and-tear to continue to utilize this communication system; and

**WHEREAS**, this expenditure was included in the approved fiscal year 2019/20 Police Department budget and no amendment to the budget is required.

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

- 1. The sole source request for purchase of portable radios and equipment from Motorola Solutions is hereby approved.
- 2. The City Manager or his designee is authorized to negotiate and execute a purchase agreement with Motorola Solutions in an amount not to exceed \$72,387.96 for the purchase of Motorola portable radios and supporting equipment and programming.

\* \* \* \* \*

**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 14th day of January, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**Quote Number:** QU0000493173**Effective:** 14 NOV 2019**Effective To:** 13 JAN 2020**Bill-To:**

ANTIOCH POLICE DEPT, CITY OF  
 PO BOX 130  
 ANTIOCH, CA 94509  
 United States

**Attention:**

**Name:** Dean Pfeifer  
**Email:** dpfeiffer@ci.antioch.ca.us

**Sales Contact:**

**Name:** Dick Fasi  
**Email:** dfasi@redcloudinc.com  
**Phone:** +1.510.428.0635

**Contract Number:** CONTRA COSTA COUNTY, (CA)**Freight terms:** FOB Destination**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	10	H91TGD9PW5AN	APX 8000 ALL BAND PORTABLE MODEL 1.5	\$5,777.00	\$4,332.75	\$43,327.50
1a	10	H38BS	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,125.00	\$11,250.00
1b	10	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	\$2,250.00
1c	10	QA00580AA	ADD: TDMA OPERATION	\$450.00	\$337.50	\$3,375.00
1d	10	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$75.00	\$750.00
1e	10	GA09011AA	ADD: DATA MODEM TETHERING	\$100.00	\$75.00	\$750.00
1f	10	QA09001AB	ADD: WIFI CAPABILITY	\$300.00	\$225.00	\$2,250.00
1g	10	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	-	-	-
1h	10	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$3,862.50
1i	10	Q887AU	ADD: 5Y ESSENTIAL SERVICE	\$206.00	\$206.00	\$2,060.00
1j	10	QA05509AA	DEL: DELETE UHF BAND	-\$800.00	-\$600.00	-\$6,000.00
2	10	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$165.00	\$132.00	\$1,320.00
3	10	PMMN4069A	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	\$133.00	\$106.40	\$1,064.00

**Estimated Tax Amount**

\$6,128.96

**Total Quote in USD****\$72,387.96****THIS QUOTE IS BASED ON THE FOLLOWING:**

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



**Communications System Agreement**

Motorola, Inc., a Delaware corporation, ("Motorola"), and Contra Costa County ("Customer") enter into this Communications System Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

**Section 1 EXHIBITS**

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between Exhibits A through E will be resolved in the order in which they are listed.

- Exhibit A Motorola "Software License Agreement"
- Exhibit B "Payment Schedule"
- Exhibit C "Technical and Implementation Documents"
- C-1 "System Description" dated March 3, 2008
- C-2 "Equipment List" dated March 3, 2008
- C-3 "Statement of Work" dated February 6, 2007
- C-4 "Acceptance Test Plan" or "ATP" dated November 18, 2008
- C-5 "Performance Schedule" dated March 3, 2008
- Exhibit D "System Acceptance Certificate"

**Section 2 DEFINITIONS**

Capitalized terms used in this Agreement shall have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Contract Price" means the price for the System, exclusive of any applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last party to sign this Agreement has executed it.

"Equipment" means the equipment listed in the Equipment List that Customer is purchasing from Motorola under this Agreement.

"Infringement Claim" means a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third-party's United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" means Software that a party other than Motorola or its affiliated company owns.

"Open Source Software" means software that has its underlying source code freely available to evaluate, copy, and modify. Open Source Software and the terms "freeware" or "shareware" are sometimes used interchangeably.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the System or Equipment and which may be listed on the Equipment List

"Specifications" means the functionality and performance requirements described in the Technical and Implementation Documents.

"Subsystem" means a major portion of the entire System that performs specific functions or operations as described in the Technical and Implementation Documents.

"System" means the Equipment, Software, services, supplies, and incidental hardware and materials combined together into a system as more fully described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

### **Section 3      SCOPE OF AGREEMENT AND TERM**

3.1.    SCOPE OF WORK. Motorola will provide, ship, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2.    CHANGE ORDERS. Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, Motorola and Customer will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect such adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.3.    TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the date of System Acceptance or expiration of the warranty period as set forth in Section 9, whichever occurs last.

3.4.    ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date of this Agreement, Customer may order additional Equipment or Software provided it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place such orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for such MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://motonline.mot.com> and the MOL telephone number is (800) 814-0601.

3.5.    MAINTENANCE SERVICE. During the warranty period for the Equipment and Software, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment or

Software during the warranty period, or any maintenance and support services for the Equipment or Software after the warranty period, the description of and pricing for such services will be set forth in a separate document.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement (other than software development kits, if applicable, which have separate software license agreements). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to (i) determine whether any Open Source Software will be provided under this Agreement; and if so, (ii) identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where such license may be found); and (iii) provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola reserves the right to substitute any Equipment, Software, or services to be provided by Motorola, provided that the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any such substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1 of this Agreement, or if the Parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer shall have the right and option to purchase the equipment, software, and related services that are described and listed in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the purchase of the selected equipment, software, and related services. However, the parties acknowledge that certain contractual provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers to Seller the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

#### **Section 4      PERFORMANCE SCHEDULE**

Motorola and Customer agree that they will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with performance of this Agreement.

**Section 5 CONTRACT PRICE, PAYMENT AND INVOICING**

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$949,876.00. If applicable, a pricing summary is included with the Payment Schedule.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** All freight charges will be pre-paid by Motorola and added to the invoices. Title to the Equipment will pass to Customer upon shipment, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

\_\_\_\_\_

The city which is the ultimate destination where the Equipment will be delivered to Customer is:

\_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

\_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

**Section 6 SITES AND SITE CONDITIONS**

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and (iii) access to the work sites identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist the Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If Motorola or Customer determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, Motorola and Customer will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If such change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the parties will equitably amend the Contract Price or Performance Schedule, or both, by a change order.

## **Section 7 TRAINING**

Any training to be provided by Motorola to Customer under this Agreement will be described in a written training plan that is part of the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola is entitled to recover these additional costs.

## **Section 8 SYSTEM ACCEPTANCE**

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for such Subsystem or phase, and the parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes that the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of such failure. If Customer does not provide to Motorola such notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities under this Agreement may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which Motorola will not unreasonably withhold. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating in the appropriate place on the System Acceptance Certificate.

## **Section 9 REPRESENTATIONS AND WARRANTIES**

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is

attached to or used in connection with the System or for reasons beyond Motorola's control, such as (i) an earthquake, adverse atmospheric conditions, or other natural causes; (ii) the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; (iii) the addition of frequencies at System sites that cause RF interference or intermodulation; (iv) Customer changes to load usage or configuration outside the Specifications; or (v) any acts of parties who are beyond Motorola's control.

9.2. **EQUIPMENT WARRANTY.** For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, for one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) freight costs to ship Equipment to the repair depot; (ix) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** For Customer to assert a claim that the Equipment or Motorola Software does not conform to these warranties, Customer must notify Motorola in writing of the claim before the expiration of the warranty period. Upon receipt of such notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. Such action will be the full extent of Motorola's liability hereunder. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10 DELAYS**

10.1. **FORCE MAJEURE.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If the Performance Schedule is delayed because of Customer (including any of its other contractors), (i) Customer will make the promised payments according to the Payment Schedule as if no delay occurred; and (ii) the parties will execute a change order to extend the Performance Schedule and, if requested by Motorola, compensate Motorola for all reasonable charges incurred because of such delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 11     DISPUTES**

11.1. **SETTLEMENT PREFERRED.** Motorola and Customer, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Customer within thirty (30) days after notice by one of the parties demanding non-binding mediation. Motorola and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

11.2. **LITIGATION.** Any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation as described above in Section 11.1 may be submitted by either party to a court of competent jurisdiction in the state in which the System is installed. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful; or (ii) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.

## **Section 12     DEFAULT AND TERMINATION**

12.1 **DEFAULT BY A PARTY.** If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless a Force Majeure causes such failure) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either (i) cure the default or (ii) if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined in Section 15.1). If Customer is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer agrees to use its best efforts to mitigate such costs and to provide Motorola with detailed invoices substantiating the charges.

### **Section 13 INDEMNIFICATION**

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that Customer gives Motorola prompt, written notice of any such claim or suit. Customer shall cooperate with Motorola in its defense or settlement of such claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

### **13.3. PATENT AND COPYRIGHT INFRINGEMENT.**

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying Motorola in writing of such Infringement Claim; (ii) Motorola having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; (ii) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Motorola's design or formula; (iv) a modification of the Motorola Software by a party other than Motorola; or (v) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.



## **Section 14      LIMITATION OF LIABILITY**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

## **Section 15      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **15.1.    CONFIDENTIAL INFORMATION.**

15.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

15.1.2. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

### **15.2.    PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.**

15.2.1. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any copyright owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the

Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property.

15.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

## **Section 16 GENERAL**

16.1. TAXES. The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Motorola's income or net worth), all of which will be paid by Customer except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

16.2. ASSIGNABILITY. Neither party may assign this Agreement without the prior written consent of the other party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.

16.3. SUBCONTRACTING. Motorola may subcontract any portion of the work, but such subcontracting will not relieve Motorola of its duties under this Agreement.

16.4 WAIVER. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

16.5. SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

16.6. INDEPENDENT CONTRACTORS. Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

16.7. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

16.8. GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

16.9. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals,

and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

16.10. NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

Motorola, Inc.  
Attn: Commercial Law Dept.  
6450 Sequence Drive  
San Diego, CA 92121  
fax: 858 404-2594

Customer  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
fax: \_\_\_\_\_

16.11. COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.12. AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

16.13. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.

Customer

By: [Signature]  
Name: Daniel J. Delaney  
Title: MSSI Vice President  
Date: 2-27-09

By: [Signature]  
Name: Ed Woo  
Title: CIO  
Date: 5/20/09

Approved: [Signature]  
By: [Signature]  
Designee

FORM APPROVED  
SILVANO B. MARCHESI, County Counsel  
By Deputy [Signature]

**Exhibit A**  
**Software License Agreement**

## Exhibit A

### SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and Contra Costa County ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto only one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be as stated in the Primary Agreement (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7      TRANSFERS**

Licensee may assign this SLA to the East Bay Regional Communications System Authority (EBRCSA) at the licensee's discretion otherwise Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8      TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9      UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10     CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.



## **Section 11      LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12      NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

13.1.    **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2.    **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3.    **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, with prior approval by the licensee. Licensee's may not unreasonably withhold or delay approval.

13.4.    **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5.    **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6.    **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7.    **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8    **SECURITY.** Motorola's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party

Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit B**  
**Payment Schedule**

### Pricing Summary and Payment Terms

#### System Integration of P25 RF Site Equipment - EBRCS

Description	Qty	Unit Cost	Extended Cost
Equipment list and Statement of Work	1	\$919,876.00	<u>\$919,876.00</u>
		Subtotal	\$919,876.00
		Sales Tax	30,095.00
		Freight	<u>N/A</u>
		Total	\$949,971.00

#### Payment Terms

➤ Execution of Contract	30%	\$ 284,991.30
➤ Shipment of Staged RF Equipment from Motorola CCSI to the Field Staging Area	50%	\$ 474,985.50
➤ Completion of installation	10%	\$ 94,997.10
➤ Project Finalization	10%	\$ 94,997.10

Payment due Net 30 Days from Invoice Date

**Exhibit C**

**Technical and Implementation Documents**

C-1

# *System Description*

*Contra Costa West Cell System*

*-Nichol Knob (RF Site)*

# SYSTEM DESCRIPTION

---

Motorola is providing this proposal for the Nichol Knob site located in the Point Richmond area of the Contra Costa West Cell. The Nichol knob site will complete the equipment requirements for the implementation of the Contra Costa West Cell design.

This system description provides information regarding the equipment for the Nichol Knob site and identifies the existing equipment that has been purchased and is ready to implement in the Contra Costa County West Cell. At the completion of the installation and optimization of the sites listed below, Motorola will perform a Coverage Acceptance Test Plan (CATP) of the completed Contra Costa West Cell.

- **CCC West:**

*The following 4 sites use 10 channels to cover the populated West portion of Contra Costa County:*

1. Nichol Knob
2. 10900 San Pablo
3. Pearl Reservoir
4. Turquoise – Prime Site

- **Nichol Knob (RF Site)**

The Nichol Knob site is an underground shelter that is shared between the City of Richmond's trunked system and Contra Costa County (County). The shelter is split in half with Richmond on one side and County on the other.

This site will require special care when bringing this equipment into the shelter due to the weight and narrow opening at the top of the shelter. Motorola has done a preliminary site walk with County to identify ways to create room for the new site equipment. The easiest method identified requires the re-location of some of the existing equipment to a wall mount or over-head mounting method.

The existing tower used for the antenna systems is loaded fairly well. It may required that some existing antennas be removed or re-located to accommodate the two Omni antennas required for the CCC West 1.0 channel system.

The installation at this site will require some collaboration between County and the City of Richmond. The open wall or ceiling areas available for the relocation of equipment is located on the Richmond portion of the shelter.

Nichol Knob Equipment List

Qty	Nomenclature	Description
3	TRN7343	SEVEN AND A HALF FOOT RACK
2	DSJ4900B	HP PROCURVE SWITCH 2626B
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2511	S2500 FLEXWAN DAUGHTER BOARD
1	DSPREM1203F	CABLE 5FT DB25M TO V.35F STRAIGHT
1	DKN6119	CABLE,V.35,FLEXWAN,DTE 10FT
1	DSTRAK92003DC	DISTRIBUTION CHASSIS
3	DSTRAK91061	FOUR PORT DDM
1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
8	TDN9714	1/4" CONN N MALE S FLEX PLTD
150	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSER 800
2	DSPREM880460	CPU 2T1 E1 RCON BUS-CONNECT
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
2	DSPREM890220	DC POWER SUPPLY 48 VDC
1	DSPREM821260	2 PORT V 35 HSU CARD WITH DB25F
2	DSPREM822560	10 PORT LD-SRU CARD
2	DSPREM801065	DUAL T1 E1 WAN CARD
4	DSPREM81230	CSU PLUG IN MODULE
2	DSPREM1239	Y ADAPTER 1:1 WAN REDUNDANCY
10	T7039	GTR 8000 BASE RADIO
10	X153AW	ADD: RACK MOUNT HARDWARE
10	CA00855AA	ADD: 700/800 MHZ MID POWER
10	CA00025AF	ADD: CIRCUIT BASED MULTISITE BASE R
1	F4544	SITE MANAGER ADVANCED
3	V592	AAD TERM BLCK & CONN WI
1	V260	ADD: 48 VDC PS TO SM
1	V803	ADD: SDM3000 ASTRO F/W FOR A6.7/7.0
1	F4568	R-MUX 1004
		325 AMP 48VDC N+1 REDUNDANT POWER
1	DQLMHF6325I48AL1	S
1	DQWLBG800MST	800 AH 48 VDC MEDIUM RATE VLRA BATT
12	DQSP4KHAM20B1A	BREAKER, 20 AMP





8	DQSP4KHAM10B1A	BREAKER, 10 AMP
6	DQSP4KHAM5B1A	5A CIRCUIT BREAKERS
3	DQSP4KCDPD100B1A	BREAKER, CDPD, 100 AMP 48 VDC 19" RACK MOUNT BREAKER
3	DQBPKR1948VL18R	PANEL
3	DQBCKKBPKR	CLEAR REAR COVER BPKR PANEL 120V 2-20A RACK MOUNT SURGE
1	DS1400	PROTECT
2	BLN6200	AC POWER STRIP, 6 OUTLET
1	DQ7489A06211TA10PR	MULTICOUPLER TXRX 806-869 MHZ 10 CH
2	DQBCD80010EDIN25	OMNI DIRECTIONAL ANTENNA 10 DBD, 80
2	DSL4PDMRC	1/2" 7-16 DIN MALE RING FLARE CONN
100	L1705	1/2" LDF HELIAX POLY JKT PER FT
3	TT05057AA	ADD: 7-16 DIN MALE, PS, ANTENNA END
1	TT05061AA	ADD: N MALE, PS, ANTENNA END
2	DSL5TDFPS	7-16 DIN FEMALE CONNECTOR - POSITIV
150	L3323	7/8" AVA HELIAX POLY JKT PER FOOT PCS MICRO FILTER PROTECTOR W/BF
1	DSDSXLMABF	BRA COMBINER PROTECTOR 800-2300 MHZ
1	DSXLDMABF	DIN
2	CDN6579	1/2" N MALE PLATED CONNECTOR
2	DSF4PDMV2C	1/2" 7/16 DIN MALE CONN SFLEX
100	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	CDN6579	1/2" N MALE PLATED CONNECTOR
1	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
3	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
4	TDN9289	CABLE WRAP WEATHERPROOFING
150	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
4	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
1	DSL6SGRIP	1-1/4" SUPPORT HOIST GRIP DIN FEMALE TRIMETAL CONNECTOR -
2	DSL6TDFPS	POS
1	DSL4APDMDM6	1/2" JUMPER 7/16 DIN MALE 6'
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DDN9385	N FEMALE, POSITIVE STOP
1	CDN1159A	1/2" SF CONN 7-16 DIN MALE RA

System: CCCO West  
 Site Nicol Knob

Exhibit C-2 3-3-08

Item Num	Qty	Nomenclature	Description	Entity
1	3	TRN7343	SEVEN AND A HALF FOOT RACK	Staging
2	2	DSJ4900B	HP PROCURVE SWITCH 2626B	Staging
3	1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER	Staging
4	1	ST2511	S2500 FLEXWAN DAUGHTER BOARD	Staging
5	1	DSPREM1203F	CABLE 5FT DB25M TO V.35F STRAIGHT	Staging
6	1	DKN6119	CABLE,V.35,FLEXWAN,DTE 10FT	Staging
7	1	DSTRAK92003DC	DISTRIBUTION CHASSIS	Staging
8	3	DSTRAK91061	FOUR PORT DDM	Staging
9	1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM	Staging
10	8	TDN9714	1/4" CONN N MALE S FLEX PLTD	Staging
11	150	L1700	1/4" SUPERFLEX POLY JKT PER FOOT	Staging
12	1	DSPREM891830	UNIVERSAL ENCLOSURE TENSr 800	Staging
13	2	DSPREM880460	CPU 2T1 E1 RCON BUS-CONNECT	Staging
14	1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM	Staging
15	2	DSPREM890220	DC POWER SUPPLY 48 VDC	Staging
16	1	DSPREM821260	2 PORT V 35 HSU CARD WITH DB25F	Staging
17	2	DSPREM822560	10 PORT LD-SRU CARD	Staging
18	2	DSPREM801065	DUAL T1 E1 WAN CARD	Staging
19	4	DSPREM81230	CSU PLUG IN MODULE	Staging
20	2	DSPREM1239	Y ADAPTER 1:1 WAN REDUNDANCY	Staging
21	10	T7039	GTR 8000 BASE RADIO	Staging
21a	10	X153AW	ADD: RACK MOUNT HARDWARE	Staging
21b	10	CA00855AA	ADD: 700/800 MHZ MID POWER	Staging
21c	10	CA00025AF	ADD: CIRCUIT BASED MULTISITE BASE R	Staging
22	1	F4544	SITE MANAGER ADVANCED	Staging
22a	3	V592	AAD TERM BLCK & CONN WI	Staging
22b	1	V260	ADD: 48 VDC PS TO SM	Staging
22c	1	V803	ADD: SDM3000 ASTRO F/W FOR A6.7/7.0	Staging
23	1	F4568	R-MUX 1004	Staging
24	1	DQLMHF6325I48AL1	325 AMP 48VDC N+1 REDUNDANT POWER S	Field
25	1	DQWLBG800MST	800 AH 48 VDC MEDIUM RATE VLRA BATT	Field
26	12	DQSP4KHAM20B1A	BREAKER, 20 AMP	Staging
27	8	DQSP4KHAM10B1A	BREAKER, 10 AMP	Staging
28	6	DQSP4KHAM5B1A	5A CIRCUIT BREAKERS	Staging
29	3	DQSP4KCDPD100B1A	BREAKER, CDPD, 100 AMP	Field
30	3	DQBPKR1948VL18R	48 VDC 19" RACK MOUNT BREAKER PANEL	Staging
31	3	DQBCKKBPKR	CLEAR REAR COVER BPKR PANEL	Staging
32	1	DS1400	120V 2-20A RACK MOUNT SURGE PROTECT	Staging
33	2	BLN6200	AC POWER STRIP, 6 OUTLET	Staging
34	1	DQ7489A06211TA10PR	MULTICOUPLER TXRX 806-869 MHZ 10 CH	Field
35	2	DQBCD80010EDIN25	OMNI DIRECTIONAL ANTENNA 10 DBD, 80	Field
36	2	DSL4PDMRC	1/2" 7-16 DIN MALE RING FLARE CONN	Field
37	100	L1705	1/2" LDF HELIAX POLY JKT PER FT	Field
37a	3	TT05057AA	ADD: 7-16 DIN MALE, PS, ANTENNA END	Field
37b	1	TT05061AA	ADD: N MALE, PS, ANTENNA END	Field
38	2	DSL5TDFPS	7-16 DIN FEMALE CONNECTOR - POSITIV	Field
39	150	L3323	7/8" AVA HELIAX POLY JKT PER FOOT	Field

40	1	DSDSXLMABF	PCS MICRO FILTER PROTECTOR W/BF BRA	Field
41	1	DSXLDMABF	COMBINER PROTECTOR 800-2300 MHZ DIN	Field
42	2	CDN6579	1/2" N MALE PLATED CONNECTOR	Field
43	2	DSF4PDMV2C	1/2" 7/16 DIN MALE CONN SFLEX	Field
44	100	L1702	1/2" SUPERFLEX POLY JKT PER FOOT	Field
45	2	CDN6579	1/2" N MALE PLATED CONNECTOR	Field
46	1	DSL5SGRIP	7/8" SUPPORT HOIST GRIP	Field
47	3	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT	Field
48	4	TDN9289	CABLE WRAP WEATHERPROOFING	Field
49	150	L1713	1-1/4" LDF HELIAX POLY JKT PER FT	Field
50	4	TDN7547	1-1/4" CABLE GROUND CLAMP KIT	Field
51	1	DSL6SGRIP	1-1/4" SUPPORT HOIST GRIP	Field
52	2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POS	Field
53	1	DSL4APDMDM6	1/2" JUMPER 7/16 DIN MALE 6'	Field
54	2	TDN9289	CABLE WRAP WEATHERPROOFING	Field
55	1	DDN9385	N FEMALE, POSITIVE STOP	Field
56	1	CDN1159A	1/2" SF CONN 7-16 DIN MALE RA	Field

□

C-3

*Statement of Work*

# PHASE 2 - COCO INFRASTRUCTURE EXPANSION

## *DESIGN REVIEW*

### **General Information**

---

This Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the expansion of the Contra Costa County West Cell System (CC West) under the contract with Alameda County for Contra Costa County (County). The System Description provides information on the equipment implemented under this scope. A System Description is included in this proposal.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the County will be addressed in accordance with the Change provisions of the Contract.

This Statement of Work is an Appendix to the full project SOW, and all the general responsibilities, as well as the project initiation and project closure descriptions apply to this SOW.

The County and Motorola will review the CC West design through analysis of the system connectivity and frequencies, as mutually agreed between Motorola and the County. Motorola will present design materials such as system diagrams, interference and intermodulation analyses, etc. Design Review tasks and responsibilities are described in greater detail in the following sections of this SOW. Motorola and the County deliverables and responsibilities are defined in the Responsibility Matrix below.

### *Responsibility Matrix*

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Site surveys will be conducted at each site where new or upgraded equipment will be installed.	Motorola and the County	Site Surveys

Task	Responsibility	Deliverable
Motorola will deliver coverage maps based on the specific site locations and antenna placement, as well as the specific parameters of the FCC licenses. These coverage maps will represent the portions of the simulcast cells that will be implemented. Since no one simulcast cell within the two county design is completed by this expansion, these maps will not represent the final coverage.	Final Coverage Design	Coverage Maps: 95% Reliable Portable Coverage Maps
The County will provide a list of frequencies for use within the new sites for the CC West. Any changes to the frequency list may result in additional engineering design effort, which can be provided through the change order process.	Motorola and the County	Agreement of site location and configuration
Motorola will evaluate each site within the coverage design for its compatibility with the identified frequencies. Frequency compatibility with the identified sites will drive the configuration of the CC West simulcast cell.	Motorola	Evaluation of Frequency Compatibility with Sites.
Motorola will execute intermodulation analysis, based on a computer model, and identify any IM hits based on that analysis. Motorola will make recommendations to the County to alleviate IM problems that are discovered through this process.	Motorola	Computer Based Intermodulation Analysis & Other County Frequency Recommendations
Motorola and the County will define the requirements for the CC West connectivity based on the following requirements: New CC West Sites and Channels Legacy system Expansion	Motorola and the County	Connectivity Requirements
Motorola will provide link specifications and system microwave requirements to the County.	Motorola	Connectivity and Design Specifications
The County will approve the design and technical specifications.	Motorola	Connectivity Design and Technical Specifications
Motorola and the County will finalize the project implementation schedule.	Motorola and the County	Project Schedule

Task	Responsibility	Deliverable
<p>Motorola will deliver a Design Document that reflects changes in design and scope, as well as definition of details determined during the Design Review.</p> <ul style="list-style-type: none"> <li>■ Motorola will update the equipment list as necessary to accommodate the specifics of the Design Review.</li> <li>■ Motorola will update the System Description to reflect changes in the system design.</li> <li>■ Motorola will update the system drawings and documentation to reflect changes in the system design.</li> <li>■ Motorola will update the SOW to reflect changes in the implementation scope.</li> <li>■ Motorola and the County will finalize the implementation schedule.</li> </ul> <p>Motorola will submit a final Design Document to the County through the change order process. This document will be baselined by the System Description, SOW, Project Schedule, and other documentation provided prior to contract approval.</p>	<p>Motorola</p>	<p>Equipment List System Description System Drawings Statement of Work Project Schedule Change Orders (as necessary)</p>
<p>The County will review the work performed by Motorola and sign an approval document for the Design Review</p>	<p>County</p>	<p>Approval Statement</p>

## Site Survey/Preparation

Site inspections will be conducted during this phase of the project. All equipment locations will be audited for Site Ready purposes and Motorola will prepare a Site Audit Report for each location. Where Motorola is providing civil work, Motorola will implement facilities that meet the Site Readiness / R56 requirements. Site surveys are executed as an integral part of installation preparation. This section addresses the facilities where the County is responsible for Site Readiness.

### *Responsibility Matrix*

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
<p>Site Access:</p> <p>The County will assure site access to inspect equipment installation sites, finalize equipment locations and determine if any course of action is necessary to handle installation constraints.</p> <p>The County will provide existing site and system drawings as available.</p>	County	Site Access And Existing System Documentation
<p>Site Readiness Audits:</p> <p>Motorola will perform a R56 site audit to verify site readiness.</p> <p>Motorola will prepare a report that includes recommendations detailing site preparation required to provide a suitable environment for installation of the equipment. This report will become part of the final system documentation.</p>	Motorola	Site Audit Reports
<p>Motorola will provide site improvement costs to the County based on the Site Readiness Audits if necessary.</p>	Motorola and the County	Defined Site Improvement Scope
<p>Recommended site upgrades that are not implemented remain the responsibility of the County.</p>	County	Sites that meet Site Readiness Requirements
<p>The County will provide any permits and licenses that are identified for the system.</p>	County	Approved Licenses and Permits

### *Completion Criteria*

This phase is considered complete when all necessary site improvements have been implemented by the County and verified as complete.



**Order Processing**

*Description*

Motorola will execute major subcontracts.

*Responsibility Matrix*

Task	Responsibility	Deliverable
Motorola will execute major subcontracts	Motorola	Subcontracts in place

*Completion Criteria*

This phase is considered complete when all subcontracts have been placed.

**Equipment Shipment and Factory Staging**

*Description*

During this phase of the project, Motorola will perform factory staging which includes the assembly and testing of all major radio system components. The system will be configured as it will be in the field for this Factory Testing. The factory testing will exercise the functional capabilities of the communications system. The equipment that will be staged was procured outside of the contract by the Oakland UASI. The equipment is currently being warehoused by the County. The equipment required for factory staging shall be shipped by the County to Motorola CCSI Bay 3, 1305 E Algonquin RD, Schaumburg, IL 60196. County is responsible for the cost and safe delivery of the equipment to CCSI. Once the equipment is received, CCSI will perform an inventory and confirm safe delivery.

*Responsibility Matrix*

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Ship required equipment to Motorola CCSI for factory staging. Motorola CCSI Bay 3 1305 E Algonquin RD Schaumburg, IL 60196	County	Safe delivery of equipment required for staging.
Inventory and verify safe delivery of the equipment to be factory staged.	Motorola	Inventory
Rack and configure equipment per the Detailed Design Document.	Motorola	Confirm equipment is configured per DDD.

*Completion Criteria*

This task is considered complete when the equipment is inventoried, inspected, and staged.

## Factory Testing

### *Description*

Once the system is configured as it will be in the field, CCSI will exercise the functional capabilities of the communications system.

### *Responsibility Matrix*

Task	Responsibility	Deliverable
<p>Functional Performance Testing:</p> <p>Motorola will perform a Functional Performance Test in order to verify the functionality of the communications system.</p> <p>The Functional Performance Test will include the following:</p> <ul style="list-style-type: none"> <li>■ Physical inspection;</li> <li>■ Thorough exercise of the hardware and software;</li> <li>■ Testing of the voice communications features;</li> <li>■ Verification of device and system recovery from failures</li> </ul>	Motorola	Functional Performance Tests

### *Completion Criteria*

This task is considered complete when the subsystems pass the Functional Performance Tests.

## Site Preparation

Motorola will begin work at a site only after mutual agreement by the County and Motorola that the site is deemed ready. At a minimum, Site Ready requires a site to have adequate room in an existing building or shelter to accommodate the equipment to be installed, and electrical service and internal distribution in place. In addition, network testing must have been satisfactorily completed.

Sites are required to meet or exceed the requirements as defined in the Motorola document "Fixed Network Equipment Installations" ("R56 Standard"). Detailed Site Ready audits will be performed by Motorola after contract execution. Motorola will provide a detailed site

report identifying any site deficiencies. All site upgrades not identified in this document specifically as a Motorola deliverable are the responsibility of the County.

The County may elect to contract with Motorola to perform necessary site upgrades, perform the upgrades itself, or utilize the services of a third party subcontractor. Site requirements must be met before Motorola will begin installation of system equipment.

### **Installation of Fixed Network Equipment (FNE)**

#### *Description*

Installation of the Fixed Network Equipment (FNE) consists of the radio communications infrastructure and computer equipment at the dispatch and control centers.

#### *Responsibility Matrix*

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Site Ready: <ul style="list-style-type: none"> <li>■ The County will prepare the site for equipment installations, resolving any site deficiencies identified in the Site Audit Reports. Sites will be ready according to the project schedule for equipment installation.</li> </ul>	County	Sites Meeting Site Preparation Requirements for Installation
General Installation Responsibilities <ul style="list-style-type: none"> <li>■ Motorola will install the new system equipment that is provided in the equipment list.</li> <li>■ Motorola will ground and bond the site equipment to the ground system, in accordance with the R56 site installation standards.</li> <li>■ Motorola will remove and dispose of any debris that is a result of the project activities from the site.</li> <li>■ Motorola will create "As Built" documentation of the prime site installation for inclusion in the final project documentation</li> </ul>	Motorola	New Equipment Installations per Motorola's Site Quality Standards
Motorola will install the RF equipment as described in the System Description.	Motorola	Radio System Installation Audit

Task	Responsibility	Deliverable
Site Links: <ul style="list-style-type: none"> <li>■ The County supply T1 connectivity as defined by Motorola to support the system.</li> </ul>	County	County digital microwave in place or leased T-1s
The County will sign installation acceptance certificates after inspection and check out of FNE on a site-by-site, system-by-system basis.	County	Signed Installation Acceptance Documents
The County will sign installation acceptance certificates after inspection and check out of FNE on a site-by-site, system-by-system basis.	County	Signed Installation Acceptance Documents

**Completion Criteria**

This task is considered complete when the County reviews FNE installations with Motorola and approves by signing the installation check sheets. The installation of each FNE subsystem must be completed for this phase of the project to be considered complete.

**Systems Integration and Optimization**

---

**Description**

During this phase of the project, Motorola will configure, optimize, and program all system equipment. Motorola will integrate all of the Motorola provided subsystems, as well as integrate the County provided subsystems into the communications system. Motorola technologist(s) will be onsite for this phase and will prepare the system for acceptance testing.

The Motorola Technologist will maintain a punch list of items that need resolution. The County will be responsible for directing the activities of other vendors directly contracting with the County and supporting agencies. The County is also responsible to coordinate all on-site integration activities including assistance to Motorola for system testing requiring participation from vendors directly contracting with the County.

Motorola and the County will each ensure that any of their subcontractors perform in accordance with the implementation schedule.

*Responsibility Matrix*

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Provide and install all communication lines and equipment that are not Motorola provided deliverables. Provide all required liaison support with the agencies and vendors required to support the solution. Ensure that the necessary technical support is made available for installation and testing with third party vendors and interfaces	County	County Provided Equipment and Interfaces Required for Integration
Install, integrate and test the hardware, software and interfaces as specified in the contract.	Motorola	Installation and Integration of Equipment
Maintain a punch list of items that need resolution Manage the resolution of punch list items.	Motorola	Punch list Resolution

*Completion Criteria*

This task is considered complete when the system is ready for acceptance testing.

**Acceptance Testing**

---

*Description*

Motorola proposes a multi-level acceptance testing procedure. This process provides multiple checkpoints for the County to oversee the overall progress that is being made as the communications system implementation progresses. This testing is composed of Equipment Installation Acceptance, Functional Acceptance Tests, and Coverage Acceptance Testing. The coverage of the West Contra Costa cell is incorporated into this scope because the implementation of Nichol Knob completes that simulcast cell.

**Functional Tests**

*Description*

The Functional Acceptance Test Procedure (ATP) will be executed in accordance with the mutually agreed upon Functional ATPs within the existing Alameda County contract.

If deficiencies are found during the testing, both the deficiencies and resolutions to the deficiencies shall be documented and agreed upon. If the documented deficiencies do not prevent productive operational use of the system, as determined by the County then the test will be deemed complete. Motorola will, however, remain responsible for the resolution of the documented deficiencies using a punch list as a controlling document for resolution planning.

*Responsibility Matrix*

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Motorola will perform functional ATPs for the communications system. During each test, test results will be recorded for review and approval of the test.	Motorola	Execution of Functional Acceptance Testing
Upon successful completion of each Acceptance test on a site-by-site and system-by-system level, the County and Motorola will sign acceptance certificates documenting acceptance.	County	Written Approval of Successful Functional Acceptance Testing

*Completion Criteria*

Upon completion of the acceptance testing, the County will acknowledge system acceptance by signing the System Acceptance document per the terms of the contract.

## Coverage Acceptance Tests

### *Description*

Coverage Acceptance Tests will be performed when the RF site and control equipment installations and optimization are complete. The Coverage Acceptance Tests verify the coverage performance of the system, as agreed upon in the Design Review. A detailed Coverage Acceptance Test Plan (CATP) is included in the East Bay RCS two county design document and defines the scope of the CATP.

### *Responsibility Matrix*

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Motorola will perform Coverage ATPs for the Contra Costa West Cell, once all four sites are installed and optimized and for Project 25 operation. During the test, test results will be recorded for review and approval of the test.	Motorola	Execution of Coverage Acceptance Tests
Upon successful completion of each coverage acceptance test, the County and Motorola will sign acceptance certificates documenting acceptance.	County	Written Approval of Successful Coverage Acceptance Testing

### *Completion Criteria*

This task is considered complete upon the County approval and sign-off of the Equipment Installation Acceptance, Functional Test and Coverage Acceptance Test.

The successful completion of the acceptance tests constitutes acceptance of the software and hardware provided by Motorola. Upon completion of this Acceptance Test Plan, the County representatives participating in and observing the tests will sign off on the ATP, signifying acceptance of the system. If no punch list items are identified during the acceptance testing process, and Motorola has completed all other project deliverables, the County authorized signature will represent Final System Acceptance. If a punch list of unresolved issues is created as a result of the acceptance testing, Final System Acceptance will occur upon resolution of all items on the punch list.



**Training**

No additional training is included under this expansion to the CC West.

**Subscriber Services**

*Description*

No subscriber equipment or services are included under this expansion to the CC West .

**Cutover to New System Operations**

*Description*

The new equipment will only be placed into service under a change order when the frequencies become available to make the equipment operational.

**System Documentation**

Motorola will provide a consistent level of system documentation for this expansion to the CC West as provided by the current contract with Alameda County.

**Project Finalization**

*Description*

The finalization phase of the project consists of ensuring that all criteria for Final Project Completion have been met.

*Responsibility Matrix*

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Motorola will resolve punch list items documented at System Acceptance	Motorola	Approved Punch list Resolution
Motorola will ensure that the criteria defined to transition the project to the Motorola Service Organization have been completed, including the development of a Customer Support Plan with the County.	Motorola	Service Transition Certificate and Customer Support Plan

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
All documents listed in System Manual – “As Built” Documentation Section will be submitted, as they become ready.	Motorola	System Manual – “As Built” Documents
Final approvals of all System Manual – “As Built” Documents	County	Written Approval Statement(s)
The County will acknowledge Final Project Completion upon completion of the criteria for Final Project Completion for the communications system.	County	Signed Final Acceptance Documents

***Completion Criteria***

This task is considered complete when the County and Motorola have signed the Final Project Completion certificate, representing the completion of the system and acknowledgement of system acceptance as described in the Acceptance Test Plan.

**Warranty Period**

---

***Description***

The services provided through the system warranty are delivered in this phase of the project.

***Responsibility Matrix***

<b>Task</b>	<b>Responsibility</b>	<b>Deliverable</b>
Warranty Transition Certificate	Motorola & the County	Agreed Warranty Start Date
Documented Customer Support Plan	Motorola & the County	Agreed upon service procedures and expectations document

***Completion Criteria***

This task is considered complete when the warranty period expires.

**Amendment No. 3  
to Communications System Agreement**

This Amendment No. 3 to Communications System Agreement (this "Amendment") is made by and between Contra Costa County, a political subdivision of the State of California (the "County" or "Customer") and Motorola Solutions, Inc., formerly Motorola, Inc. ("Motorola"). The Customer and Motorola previously entered into a Communications System Agreement dated May 20, 2009 (the "CSA"). Section 3.4 of the CSA permits the County to make additional purchases of Equipment or Software under the CSA for a three year period from the Effective Date (as defined in the CSA). For the mutual benefit of the County and Motorola, the County and Motorola amended the CSA by Amendment No. 1, effective May 20, 2012, the purpose of which was to extend the rights of the County under Section 3.4 of the CSA for an additional three (3) years (through May 31, 2015) and to extend the term of the contract under Section 3.3 of the CSA to coincide with this time period or until the expiration of any unexpired warranty period, whichever occurs last,

For the mutual benefit of the County and Motorola, the County and Motorola further amended the CSA by Amendment No. 2, effective as of May 31, 2015, the purpose of which was to further extend the rights of the County under Section 3.4 of the CSA for an additional three (3) years (through May 31, 2018) and to extend the term of the CSA under Sections 3.3 of the CSA until May 31, 2018 or until expiration of any unexpired warranty period, as set forth in Section 9, whichever occurs last.

The parties now wish to further amend the contract to provide a limited offer of reduced pricing on certain equipment, and to extend the term of the CSA and Section 3.4 for an additional two (2) years.

Therefore, the County and Motorola hereby agree to amend the CSA as follows:

1. For purchases made under Section 3.4 for certain Equipment identified in Exhibit A to this Amendment No. 3, if the County agrees to take delivery by September 30, 2018, Motorola agrees to provide the special promotional pricing for such Equipment as set forth in Exhibit A. Exhibit A dated June 26, 2018 is attached to this Amendment No. 3 and incorporated herein by this reference. The purpose of the promotional pricing is to provide assistance with migration of radios from FDMA to TDMA.

2. Section 3.3 of the CSA is hereby deleted and replaced in its entirety with:

"TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date (i.e., May 20, 2009) and shall continue until May 31, 2020 or until expiration of any unexpired warranty period, as set forth in Section 9, whichever occurs last."

3. The first sentence of Section 3.4 of the CSA is hereby deleted and replaced with: "Through and including May 31, 2020, Customer may order additional Equipment or Software, provided that it is then available, and related services." The remainder of Section 3.4 of the CSA is unchanged.

4. This Amendment is effective as of June 26, 2018.

Except as amended by this Amendment, the CSA remains unmodified and in full force and effect.

**Motorola Solutions, Inc.**

**Contra Costa County**

By: [Signature]

By: [Signature]

Name: Micah Applewhite

Name: Malayna Tilley

Title: MSSSI Vice President

Title: Deputy Dir IT

Date: August 2, 2018

Date: 08/07/2018

[Signature]  
CAO


FORM APPROVED  
Sharon L. Anderson, County Counsel  
By Deputy [Signature] Eric Gelston

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director 

**SUBJECT:** Council Overnight Travel to the League of California Cities:

- Policy Committee Meetings
- Mayors and Council Members Executive Forum and Advanced Leadership Workshop
- Annual Conference

---

**RECOMMENDED ACTION**

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

- 1) Approve participation and authorize associated expenditures for the League of California Cities Policy Committee Meetings held in Sacramento, California January 23 through January 24, 2020; held in Anaheim, California April 2 through April 3, 2020; and held in South San Francisco, California June 4 through June 5, 2020.
- 2) Approve participation and authorize associated expenditures for the League of California Cities Mayors and Council Members Executive forum and Advanced Leadership Workshops held in Monterey, California on June 17 through June 19, 2020.
- 3) Approve participation and authorize associated expenditures for the League of California Cities Annual Conference held in Long Beach, California on October 7 through October 9, 2020.

**FISCAL IMPACT**

Currently there is \$4,548 remaining in the City Council budget line for Conference/Dues for the FY2019-20 Budget. The estimated cost for the Policy Committee meetings for two participants is \$4,170. If the Mayor and Council Members decide to go to the Mayors and Council Members Executive Forum and Advanced Leadership Workshop, this will exceed the remaining budget.

### Policy Committee Meeting

For the League of California Cities Policy Committee Meetings held in Sacramento and Costa Mesa, California, for calendar year 2019 the City Council participant was Council Member Ogorchock as the Mayors & Council Members Appointment on the Governance, Transparency & Labor Relations Committee and she was also a Presidential Appointment on the Public Safety Committee. Currently, there is no information on the League of California Cities website for preferred hotel and travel. Please note: The New Mayors & Council Members Academy is scheduled for January 22 – 24, 2020, this overlaps the January dates for January Policy Committee meetings, and the preferred hotel is the Hyatt Regency \$193 per night and \$20 per day for self-parking. The estimated cost for Sacramento, California based upon the rates for Hyatt (2 nights \$213/night), meals and incidental expense based on IRS publication 1542 (\$49.50/first and last day and \$66/day) is \$591 per participant. The estimated cost for Anaheim, California based on IRS publication 1542 approved per diem rates for hotel (2 nights \$181/night), meals and incidental expense (\$49.50/first and last day and \$66/day), travel (flight, parking and shuttle \$300) is \$827 per participant. The estimated cost for South San Francisco, California based on IRS publication 1542 approved per diem rates for hotel (2 nights \$231/night), meals and incidental expense (\$49.50/first and last day and \$66/day), parking \$20 per day is \$667 per participant. Total estimated cost for two participants to attend all policy committee meetings is \$4,170. The excerpts from IRS Publication 1542 are attached to this report as Attachment A.

### Mayors and Council Members Executive Forum and Advanced Leadership Workshop

The estimated cost of this conference is \$375 per attendee and \$180 per attendee for the workshop, plus hotel and meal expenses. Currently, there is no information on the California League of Cities website for the cost of this year's conference, workshop, and hotel. Once final conference costs are known, if the Mayor and all Council Members attend this conference, there is the potential to exceed the remaining budget.

### Annual Conference

The estimated cost of this conference is \$550 per attendee and \$195 per attendee for the workshop, plus hotel, meal, and travel (airfare, parking and shuttle) expenses. Currently, there is no information on the California League of Cities website for the cost of this year's annual conference and hotel. Although this is part of FY2020-21 Budget, adding the cost of the Policy Committee meetings and the cost of the Mayors and Council Members Executive Forum and Advanced Leadership Workshop for year 2021, there is the potential to exceed the FY2020-21 Budget.

## **DISCUSSION**

The City of Antioch Travel and Expense Policy for Elected and Appointed (non-employee) Officials is attached as Attachment B. Contained therein, the Authorization Process states: "Overnight travel by Elected Official shall be pre-approved by placing the item on the City Council Consent Calendar."

## **ATTACHMENTS**

- A. Estimated cost based upon IRS Publication 1542
- B. Travel and Expense Policy
- C. 2020 Policy Committee Schedule



## FY 2020 Per Diem Rates for California

Max lodging by month (excluding taxes.)

PrimaryDestination	County	2019Oct	Nov	Dec	2020Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96
Antioch / Brentwood / Concord	Contra Costa	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165
Bakersfield / Ridgecrest	Kern	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111
Barstow / Ontario / Victorville	San Bernardino	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107
Death Valley	Inyo	\$121	\$121	\$121	\$121	\$121	\$121	\$121	\$121	\$121	\$121	\$121	\$121
Eureka / Arcata / McKinleyville	Humboldt	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$130	\$130	\$130	\$100
Fresno	Fresno	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	\$181	\$181	\$181	\$181	\$181	\$181	\$181	\$181	\$181	\$181	\$181	\$181
Mammoth Lakes	Mono	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135
Mill Valley / San Rafael / Novato	Marin	\$191	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$191	\$191	\$191	\$191
Monterey	Monterey	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$223	\$223	\$161
Napa	Napa	\$209	\$209	\$160	\$160	\$160	\$160	\$209	\$209	\$209	\$209	\$209	\$209
Oakhurst	Madera	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$133	\$133	\$133	\$133	\$133
Oakland	Alameda	\$186	\$186	\$186	\$195	\$195	\$195	\$186	\$186	\$186	\$186	\$186	\$186

PrimaryDestination	County	2019Oct	Nov	Dec	2020Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Palm Springs	Riverside	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$107	\$107	\$107	\$107	\$107
Point Arena / Gualala	Mendocino	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
Sacramento	Sacramento	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140
San Diego	San Diego	\$173	\$173	\$173	\$173	\$173	\$173	\$173	\$173	\$173	\$173	\$173	\$173
San Francisco	San Francisco	\$334	\$244	\$244	\$302	\$302	\$302	\$302	\$302	\$302	\$302	\$302	\$334
San Luis Obispo	San Luis Obispo	\$118	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$118
San Mateo / Foster City / Belmont	San Mateo	\$231	\$193	\$193	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231	\$231
Santa Barbara	Santa Barbara	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$224	\$224	\$171
Santa Cruz	Santa Cruz	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$168	\$168	\$168	\$130
Santa Monica	City limits of Santa Monica	\$248	\$248	\$248	\$248	\$248	\$248	\$248	\$248	\$248	\$301	\$301	\$248
Santa Rosa	Sonoma	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158
South Lake Tahoe	El Dorado	\$135	\$135	\$135	\$119	\$119	\$119	\$119	\$119	\$119	\$135	\$135	\$135
Stockton	San Joaquin	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136
Sunnyvale / Palo Alto / San Jose	Santa Clara	\$241	\$241	\$241	\$253	\$253	\$253	\$241	\$241	\$241	\$241	\$241	\$241
Tahoe City	Placer	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122
Truckee	Nevada	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128
Visalia	Tulare	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112
West Sacramento / Davis	Yolo	\$127	\$127	\$127	\$127	\$127	\$127	\$127	\$127	\$127	\$127	\$127	\$127
Yosemite National Park	Mariposa	\$126	\$126	\$126	\$119	\$119	\$119	\$119	\$119	\$126	\$126	\$126	\$126



# FY 2020 Per Diem Rates for California

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Standard Rate	Applies for all locations without specified rates	\$55	\$13	\$14	\$23	\$5	\$41.25
Antioch / Brentwood / Concord	Contra Costa	\$66	\$16	\$17	\$28	\$5	\$49.50
Bakersfield / Ridgecrest	Kern	\$61	\$14	\$16	\$26	\$5	\$45.75
Barstow / Ontario / Victorville	San Bernardino	\$61	\$14	\$16	\$26	\$5	\$45.75
Death Valley	Inyo	\$66	\$16	\$17	\$28	\$5	\$49.50
Eureka / Arcata / McKinleyville	Humboldt	\$71	\$17	\$18	\$31	\$5	\$53.25
Fresno	Fresno	\$66	\$16	\$17	\$28	\$5	\$49.50
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	\$66	\$16	\$17	\$28	\$5	\$49.50
Mammoth Lakes	Mono	\$76	\$18	\$19	\$34	\$5	\$57.00
Mill Valley / San Rafael / Novato	Marin	\$76	\$18	\$19	\$34	\$5	\$57.00
Monterey	Monterey	\$76	\$18	\$19	\$34	\$5	\$57.00



Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Napa	Napa	\$66	\$16	\$17	\$28	\$5	\$49.50
Oakhurst	Madera	\$71	\$17	\$18	\$31	\$5	\$53.25
Oakland	Alameda	\$66	\$16	\$17	\$28	\$5	\$49.50
Palm Springs	Riverside	\$66	\$16	\$17	\$28	\$5	\$49.50
Point Arena / Gualala	Mendocino	\$76	\$18	\$19	\$34	\$5	\$57.00
Sacramento	Sacramento	\$66	\$16	\$17	\$28	\$5	\$49.50
San Diego	San Diego	\$71	\$17	\$18	\$31	\$5	\$53.25
San Francisco	San Francisco	\$76	\$18	\$19	\$34	\$5	\$57.00
San Luis Obispo	San Luis Obispo	\$71	\$17	\$18	\$31	\$5	\$53.25
San Mateo / Foster City / Belmont	San Mateo	\$66	\$16	\$17	\$28	\$5	\$49.50
Santa Barbara	Santa Barbara	\$76	\$18	\$19	\$34	\$5	\$57.00
Santa Cruz	Santa Cruz	\$61	\$14	\$16	\$26	\$5	\$45.75
Santa Monica	City limits of Santa Monica	\$76	\$18	\$19	\$34	\$5	\$57.00
Santa Rosa	Sonoma	\$71	\$17	\$18	\$31	\$5	\$53.25
South Lake Tahoe	El Dorado	\$66	\$16	\$17	\$28	\$5	\$49.50
Stockton	San Joaquin	\$61	\$14	\$16	\$26	\$5	\$45.75
Sunnyvale / Palo Alto / San Jose	Santa Clara	\$66	\$16	\$17	\$28	\$5	\$49.50
Tahoe City	Placer	\$61	\$14	\$16	\$26	\$5	\$45.75
Truckee	Nevada	\$76	\$18	\$19	\$34	\$5	\$57.00
Visalia	Tulare	\$61	\$14	\$16	\$26	\$5	\$45.75
West Sacramento / Davis	Yolo	\$71	\$17	\$18	\$31	\$5	\$53.25
	Mariposa	\$76	\$18	\$19	\$34	\$5	\$57.00

<b>Primary Destination</b>	<b>County</b>	<b>M&amp;IE Total</b>	<b>Continental Breakfast/Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Incidental Expenses</b>	<b>First &amp; LastDay of Travel</b>
Yosemite National Park							

**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

**PURPOSE**

This document establishes the expense and reimbursement policy for all Elected and Appointed (non-employee) Officials of the City of Antioch. As Elected Officials, individuals may incur expenses related to the execution of their duties and responsibilities. These expenses may include the following: personal vehicle use, communication needs (cell phones, internet, and personal phone lines, newspaper subscriptions), and conferences and meetings related to the City's interests. As to Appointed Officials on the Administrative Appeals Board, Design Review Board, Economic Development Commission, Parks and Recreation Commission, Planning Commission, Police Crime Prevention Commission and Investment Committee, there may be opportunities for individuals to attend educational seminars or meetings related to the City's interests as approved by the City Council. Therefore, this policy establishes procedures for requesting and receiving payment for expenses incurred while representing the City on official business.

**ADOPTION AND IMPLEMENTATION**

The Council is responsible for adopting the expense and reimbursement policy for Elected and Appointed Officials and for approving any subsequent policy revisions.

**EXCEPTIONS**

The City Council may approve exceptions to this policy on a case-by-case basis for special or unique circumstances.

**I. PERSONAL VEHICLE USE**

In recognition of the fact that Elected Officials may use their private vehicles while performing their duties, a monthly vehicle allowance will be provided, as allowed pursuant to California Government Code section 1223. In addition to expenses associated with direct use of a private vehicle, this allowance shall also cover related expenses such as bridge tolls and routine parking fees. In order to be eligible for the reimbursement allowance, Elected Officials shall annually provide proof of liability insurance to the City Clerk. The monthly cap on reimbursement of automobile expenses for personal vehicle usage shall be as follows: Mayor: \$450; Council Members: \$350; City Clerk: \$350; City Treasurer: \$350.

**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

**II. COMMUNICATION EQUIPMENT AND SERVICES**

In recognition of the fact that City Council members and other Elected and Appointed Officials have a significant responsibility to stay in touch with their constituents and City management employees, reimbursement of communication equipment shall be allowed for cell phone service and equipment, internet service and equipment, local and long distance telephone and fax line service and equipment. Individual council members and other elected and appointed officials will be responsible for establishing their own communication service providers and all bills for such service will be paid by the individual. The monthly cap on reimbursement of communication equipment and services shall be as follows: Mayor \$100; Council Members \$50; City Clerk \$50; City Treasurer \$50. Any communication service expenditures beyond that amount will be borne by the individual elected official.

**III. MEMBERSHIPS**

The City Council shall decide which groups to join as an entity, such as the League of California Cities or the Antioch Chamber of Commerce, through City Council action including the budget process. Individual memberships in groups by Elected or Appointed Officials shall be the personal expense of those individuals unless otherwise approved in advance by the City Council.

**IV. LOCAL CITY EVENTS**

Elected City Officials may be reimbursed for the cost of attending local events related to the City's business upon completion of an expense report and documentation of expenses. City funds shall not be used to purchase alcohol or reimburse Elected Officials for alcohol related costs, unless as part of a set price for the event that happens to include alcohol. If a guest accompanies an Elected Official, only the cost of the Elected Official will be reimbursed.

**V. TRAVEL**

In recognition of the fact that Elected Officials may need to represent the City at conferences and meetings and may incur expenses in the course of their travel, this policy establishes procedures for requesting and receiving payment for travel and travel-related expenditures. Appointed Officials must be specifically authorized by the City Council to attend educational seminars or other meetings in order to seek reimbursement.

**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

**(A) PROCEDURE**

The key document in the administrative process is the Travel Authorization/Warrant Request (TA/WR). Besides ensuring that travel by Elected and Appointed Officials is conducted within this policy, the TA/WR summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for cash advances, vendor payments and credit card purchases. General instructions for completing and processing this form are provided in a separate document.

**(B) AUTHORIZATION PROCESS**

All travel by an Appointed Official shall be pre-approved by having the item placed on the City Council Consent Calendar. Overnight travel by an Elected Official, shall be pre-approved by having the item placed on the City Council Consent Calendar.

After travel, the Travel Authorization report must be finalized. Finance will review for receipts and policy compliance.

**(C) METHODS OF REIMBURSEMENT**

There are three ways to request and receive payment for travel and travel-related expenditures: (1) advance payment, (2) reimbursement for actual expenditures, and (3) credit card usage.

(1) Advance payments: Elected Officials may request a cash advance for meals. The advance will be within the IRS approved per diem rates for meals and incidental expenses (**M&IE**) for the location/area visited as listed in Publication 1542. The value of meals provided at conferences, training, or other travel programs will be deducted from the cash advance at the following rate:

Breakfast - 20%      Lunch - 30%      Dinner - 50%

Other items, such as conference registration, lodging, and air fare may be paid directly to the vendor in advance of travel.

Upon return from travel, all cash advances must be documented with original itemized receipts.

(2) Reimbursement: Elected and Appointed Officials shall be reimbursed for all eligible expenditures upon return from travel for items that have original receipts. A Travel Authorization/Warrant Request with original receipts will be paid by Finance within the regular accounts payable time

**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

schedule. Reimbursement claims should be submitted within 30 days from the return from travel, and no reimbursements may be made that cross over fiscal years.

(3) Credit Card Usage: Elected and Appointed Officials may use personal credit cards to pay for travel expenses. Original receipts must be included with the Travel Authorization Warrant Request to be eligible for reimbursement.

**(D) ELIGIBLE EXPENDITURES**

**Meals and Incidental Expenses (M & IE)**

- **Meals:** City funds shall not be used to purchase alcohol or reimburse Elected or Appointed Officials for alcohol related costs. Meal costs will be reimbursed as supported by original itemized receipts.

- **Personal Meals:** All expenditures must be documented and reimbursement will not exceed the meal schedule listed above.

- **Business Meals:** To qualify as a business meal, the identity of the participants and the business purpose of the discussion must be substantiated.

- **Incidental Expenses:** Those related to City business will be reimbursed at cost as supported by original receipts (e.g., tolls and taxi cabs).

In no event shall the reimbursement for meals and incidental expenses exceed the IRS approved per diem rates for the location visited as listed in Publication 1542.

- **Lodging:** The City will pay lodging expenses for Elected or Appointed Officials during official travel requiring one or more overnight stays. The City will pay for lodging for the evening preceding or subsequent to a meeting or business event when the Elected or Appointed Official would have to travel at unreasonably early or late hours to reach his or her destination.

Elected or Appointed Officials shall make an effort to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The City will pay only for standard single rooms for individual Elected Officials. If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor. If conference rates are not available, government rates must be requested. A list of hotels offering

**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

government rates in different areas of the country is available in the Finance Department. Lodging rates that are equal to or less than the government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

If a double room is requested by an Elected or Appointed Official because he or she is accompanied by a spouse or other person, the difference between the single and double room rate shall be considered the Elected or Appointed Official's personal expense.

Elected or Appointed Officials shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the Elected or Appointed Official's personal expense unless failure to cancel the reservation was due to circumstances beyond the Elected Official's control.

- **Personal Entertainment:** No reimbursement will be made for personal entertainment.

- **Guests:** If a guest accompanies an Elected or Appointed Official, only the cost of the Elected or Appointed Official will be reimbursed. All costs above a single person will be borne by the Elected or Appointed Official.

- **Discounts:** If offered early registrations should be obtained whenever possible.

- **Telephone/Internet:** The City will pay for all City-related business telephone calls or internet use by an Elected or Appointed Official while traveling on authorized City business. If approved prior to travel, the City may pay for personal internet use up to \$5.00 per day for authorized overnight business travel within California and up to \$10.00 per day for all other authorized overnight business travel.

- **Transportation:** All travel will be made by the method most cost effective for the City. Considerations such as time, distance traveled and cost of transportation should be factors in arriving at the lowest cost.

Elected and Appointed Officials shall endeavor to book air travel to take advantage of discounts and nonrefundable ticket fares where practical. All flights shall be booked at coach class or equivalent level. Any additional costs incurred due to personal travel added on before or after the trip will be paid by the Elected or Appointed Official.

Elected and Appointed Officials are encouraged to use their personal vehicles as transportation to and from airports. The cost of traveling from home to the airport

**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

will be paid for from monthly stipend. If a personal vehicle is left at the airport for more than one day, parking will be reimbursed per day based on long term parking rates or other transportation to and from the airport, whichever is less. Parking will not be reimbursed at the short term parking rate.

The use of rental vehicles is discouraged and shall be authorized only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical. Elected or Appointed Officials must understand that the City's vehicle insurance coverage does not cover the individual driver of a rental car. Therefore, the City Official shall confirm personal coverage under their personal insurance or purchase additional insurance from the rental agency at their own expense. Rental vehicles shall be driven only by Elected or Appointed Officials included on the car rental agreement. Elected or Appointed Officials shall be reimbursed for reasonable taxi fare, airport van, or other public transportation in order to travel from their destination airport to their hotel.

**VI. REPORTING OF EXPENDITURES**

If the City reimburses an Elected or Appointed Official for attending a "meeting" as defined under the Brown Act <sup>1</sup>, the Official shall provide a brief written or oral report regarding the "meeting" at the next regular meeting of the Council or applicable commission, board or committee to which the Official belongs. For other educational seminars or events for which expenses were reimbursed by the City, the Official may provide a brief written or oral report at the next regularly scheduled meeting of the Council or applicable commission, board or committee to which the Official belongs.

**VII. ACKNOWLEDGEMENT**

After being sworn in, Elected or Appointed Officials will be required to sign a statement formally acknowledging receipt and acceptance of this policy.

---

<sup>1</sup>The Brown Act (California Government Code section 54952.2) defines a meeting as including "any congregation of majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains."



## 2020 POLICY COMMITTEE SCHEDULE<sup>1</sup>

Meetings begin at 10:00 a.m. and end by 3:00 p.m.

### **January 23 & 24**

Hyatt Regency, 1209 L Street, Sacramento

\*Committee meeting at League Office, 1400 K Street, Sacramento

#### **Thursday, January 23**

\*Community Services  
Governance, Transparency & Labor Relations.  
Revenue and Taxation  
Transp., Comm., & Public Works

#### **Friday, January 24**

Environmental Quality  
Housing, Community & Economic Dev  
Public Safety

### **April 2 & 3**

Sheraton Park Hotel, 1855 S Harbor Blvd, Anaheim

#### **Thursday, April 2**

Community Services  
Governance, Transparency & Labor Relations  
Revenue and Taxation  
Transp., Comm., & Public Works

#### **Friday, April 3**

Environmental Quality  
Housing, Community & Economic Dev  
Public Safety

### **June 4 & 5**

South San Francisco Conference Center  
255 S Airport Boulevard, South San Francisco

#### **Thursday, June 4**

Community Services  
Governance, Transparency & Labor Relations.  
Revenue and Taxation  
Transp., Comm., & Public Works

#### **Friday, June 5**

Environmental Quality  
Housing, Community & Economic Dev  
Public Safety

### **Deadline for Submitting Annual Conference Resolutions**

Midnight on Saturday, August 8, 2020 – E-mail, regular mail, or fax

## **ANNUAL CONFERENCE**

**October 7 – 9, 2020 in Long Beach, California**

**NOTE:** Policy committee members should be aware that lunch is usually served at these meetings. The state's Fair Political Practices Commission takes the position that the value of the lunch should be reported on city officials' statement of economic interests form. Because of the service you provide at these meetings, the League takes the position that the value of the lunch should be reported as income (in return for your service to the committee) as opposed to a gift (note that this is not income for state or federal income tax purposes—just Political Reform Act reporting purposes). The League has been persistent, but unsuccessful, in attempting to change the FPPC's mind about this interpretation. As such, we feel we need to let you know about the issue so you can determine your course of action. If you would prefer not to have to report the value of the lunches as income, we will let you know the amount so you can reimburse the League. The lunches tend to run in the \$30 to \$45 range.

<sup>1</sup> The 2020 policy committee locations were changed due to construction work on the Sacramento Convention Center. Seating at January policy committee meetings in the Hyatt Regency will be in "rounds" instead of traditional hollow square format. We appreciate your patience while the Sacramento Convention Center is being remodeled.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Dawn Merchant, Finance Director *DM*

**SUBJECT:** City of Antioch Comprehensive Annual Report for the Fiscal Year Ended June 30, 2019

---

### **RECOMMENDED ACTION**

It is recommended that the City Council receive and file the attached City of Antioch Comprehensive Annual Report for the Fiscal Year Ended June 30, 2019.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

### **DISCUSSION**

As required by State law, the City must publish a complete set of financial statements at the close of each fiscal year audited by a firm of licensed certified public accountants. This year's comprehensive annual financial report (CAFR) was audited by Badawi & Associates, Certified Public Accountants.

The report includes financial information on Measure C, a half-cent sales tax which was passed by Antioch voters on November 5, 2013 and expired March 31, 2019 as well as information on the new 1% sales tax (Measure W) that replaced Measure C and became effective April 1, 2019. Ordinance 2068-C-S enacting Measure C and Ordinance 2148-C-S enacting the 1% sales tax require that the funds be subject to independent annual financial audit and include the revenue raised and expended by no later than December 31<sup>st</sup> of each year. The CAFR was issued December 3, 2019 and information on both measures can be found in Note 5 of the attached CAFR starting on page 58.

As stated in the Independent Auditor's Report, the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Antioch, as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**ATTACHMENTS**

- A. City of Antioch Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2019.



CITY OF  
**ANTIOCH**  
CALIFORNIA  
OPPORTUNITY LIVES HERE



**Comprehensive Annual  
Financial Report**

**For the Fiscal Year Ended  
June 30, 2019**

**CITY OF ANTIOCH, CALIFORNIA**

**Comprehensive Annual Financial Report  
For the Fiscal Year Ended  
June 30, 2019**

**Prepared By  
Department of Finance**

# City of Antioch

## Comprehensive Annual Financial Report

### Table of Contents

---

---

	<u>Page</u>
<b><u>INTRODUCTORY SECTION</u></b>	
Letter of Transmittal .....	i
Elected Officials and Administrative Personnel .....	ix
Organization of City Government .....	x
Location/ Area Map .....	xi
GFOA Certificate of Achievement for Excellence in Financial Reporting.....	xii
<b><u>FINANCIAL SECTION</u></b>	
<b>Independent Auditor’s Report</b> .....	1
<b>Management Discussion and Analysis</b> .....	5
<b>Basic Financial Statements:</b>	
<b>Government – Wide Financial Statements:</b>	
Statement of Net Position .....	21
Statement of Activities .....	22
<b>Fund Financial Statements:</b>	
<b>Governmental Fund Financial Statements:</b>	
Balance Sheet .....	29
Reconciliation of the Governmental Funds Balance Sheet to the Government –Wide Statement of Net Position .....	30
Statement of Revenues, Expenditures and Changes in Fund Balances.....	31
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Government- Wide Statement of Activities - Governmental Activities.....	32
<b>Proprietary Fund Financial Statements:</b>	
Statement of Fund Net Position .....	37
Statement of Revenues, Expenses and Changes in Net Position.....	38
Statement of Cash Flows.....	39
<b>Fiduciary Fund Financial Statements:</b>	
Statement of Fiduciary Funds Assets and Liabilities .....	45
Statement of Changes in Fiduciary Net Position.....	46
<b>Notes to Basic Financial Statements</b> .....	47

# City of Antioch

## Comprehensive Annual Financial Report

### Table of Contents

---

	<u>Page</u>
<b>FINANCIAL SECTION, Continued</b>	
<b>Required Supplemental Information:</b>	
<b>Budgetary Comparison Schedule</b>	
Schedule of Revenues and Transfers In - General Fund .....	99
Schedule of Expenditures and Transfers Out - General Fund .....	101
Special Revenue Fund - Housing Successor .....	103
Miscellaneous Employees Retirement System, an Agent Multiple-Employer Defined Benefit Pension Plan	
Schedule of Changes in the Net Pension Liability and Related Ratios .....	104
Schedule of Contributions .....	106
Public Safety Employees Retirement System, Cost-Sharing Multiple-Employer Defined Benefit Pension Plan	
Schedule of the Local Governments Proportionate Share of the Net Pension liability .....	107
Schedule of Contributions .....	108
Supplementary Retirement Plan	
Schedule of Changes in the Net Pension Liability and Related Ratios .....	109
Schedule of Contributions .....	110
California Employers' Retiree Benefit Trust	
Schedule of Changes in the Net OPEB Liability and Related Ratios - Management Plan .....	111
Schedule of Contributions - Management Plan .....	112
Schedule of Changes in the Net OPEB Liability and Related Ratios - Miscellaneous Plan .....	113
Schedule of Contributions - Miscellaneous Plan .....	114
Schedule of Changes in the Net OPEB Liability and Related Ratios - Police Plan.....	115
Schedule of Contributions - Police Plan.....	116
<b>Supplemental Information:</b>	
Budgetary Comparison Schedule Capital Project Fund - Capital Improvement .....	121
<b>Non-Major Governmental Funds:</b>	
Combining Balance Sheet.....	122
Combining Statement of Revenues, Expenditures and Changes in Fund Balances.....	123
<b>Non-Major Special Revenue Funds:</b>	
Combining Balance Sheet.....	128
Combining Statement of Revenues, Expenditures and Changes in Fund Balances.....	132

# City of Antioch

## Comprehensive Annual Financial Report

### Table of Contents

---

	<u>Page</u>
<b>FINANCIAL SECTION, Continued</b>	
<b>Supplemental Information, Continued</b>	
Budgetary Comparison Schedule:	
Delta Fair Property Special Revenue Fund .....	136
Housing and Community Development Special Revenue Fund.....	137
RMRA Special Revenue Fund.....	138
Gas Tax Special Revenue Fund.....	139
Recreation Programs Special Revenue Fund .....	140
Animal Control Special Revenue Fund .....	141
Civic Arts Special Revenue Fund .....	142
Park in Lieu Special Revenue Fund .....	143
Senior Bus Special Revenue Fund .....	144
Abandoned Vehicle Special Revenue Fund .....	145
Traffic Signal Fee Special Revenue Fund .....	146
Asset Forfeitures Special Revenue Fund .....	147
Measure J Growth Management Program Special Revenue Fund .....	148
Child Care Special Revenue Fund.....	149
Tidelands Assembly Bill-1900 Special Revenue Fund.....	150
Lighting & Landscape District Special Revenue Fund.....	151
Park 1A Maintenance District Special Revenue Fund.....	152
Solid Waste Reduction AB 939 Special Revenue Fund .....	153
Pollution Elimination Special Revenue Fund .....	154
Supplemental Law Enforcement Special Revenue Fund .....	155
Local Law Enforcement Byrne Grant Special Revenue Fund.....	156
Street Impact Special Revenue Fund .....	157
Traffic Safety Special Revenue Fund .....	158
PEG Franchise Fee Special Revenue Fund .....	159
East Lone Tree Benefit District Special Revenue Fund.....	160
CFD 2016-01 Police Protection .....	161
CFD 2018-01 Public Services .....	162
CFD 2018-02 Police Protection .....	163
Post Retirement Medical Special Revenue Fund.....	164
Non-Major Debt Service Funds:	
Combining Balance Sheet .....	167
Combining Statement of Revenues, Expenditures and Changes in Fund Balances.....	168
Non-Major Capital Projects Funds:	
Combining Balance Sheet .....	170
Combining Statement of Revenues, Expenditures and Changes in Fund Balances.....	172
Budgetary Comparison Schedule:	
Prewett Community Park Capital Projects Fund.....	174
Hillcrest District #26 Capital Projects Fund.....	175
Lone Diamond Capital Projects Fund.....	176
Hillcrest Bridge District Capital Projects Fund .....	177
Residential Development Allocation Capital Projects Fund .....	178
Development Impact Fee Fund .....	179



# City of Antioch

## Comprehensive Annual Financial Report

### Table of Contents

---

---

	<u>Page</u>
<b><u>FINANCIAL SECTION, Continued</u></b>	
<b>Supplemental Information, Continued</b>	
Internal Service Funds:	
Combining Statement of Net Position .....	183
Combining Statement of Revenues, Expenses and Changes in Net Position .....	184
Combining Statement of Cash Flows.....	185
Agency Funds:	
Combining Statement of Changes in Assets and Liabilities .....	188
<b><u>STATISTICAL SECTION (Unaudited)</u></b>	
Net Position by Component – Last Ten Fiscal Years .....	190
Changes in Net Position – Last Ten Fiscal Years .....	191
Fund Balances of Governmental Funds – Last Ten Fiscal Years .....	193
Changes in Fund Balances of Governmental Funds – Last Ten Fiscal Years .....	194
Governmental Activities Tax Revenues by Source – Last Ten Fiscal Years .....	195
Assessed Value and Estimated Actual Value of Taxable Property – Last Ten Fiscal Years .....	196
Principal Property Taxpayers FY 2018-19 Compared to FY 2009-10 .....	197
Property Tax Rates.....	198
Property Tax Levies and Collections – Last Ten Fiscal Years.....	199
Ratios of Outstanding Debt by Type – Last Ten Fiscal Years.....	200
Ratios of General Bonded Debt Outstanding .....	201
Legal Debt Margin Information – Last Ten Fiscal Years .....	202
Pledged-Revenue Coverage – Last Ten Fiscal Years .....	203
Direct and Overlapping Debt.....	204
Demographic and Economic Statistics – Last Ten Fiscal Years .....	205
Principal Employers – Current Year and Nine Years Ago.....	206
Operating Indicators by Function – Last Ten Fiscal Years.....	207
Full Time City Employees by Function – Last Ten Fiscal Years.....	208
Capital Asset Statistics by Function – Last Ten Fiscal Years .....	209
<b>Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards .....</b>	<b>211</b>



OFFICE OF  
THE CITY MANAGER  
LETTER OF TRANSMITTAL

---

---

**DATE:** December 03, 2019

**TO:** Honorable Mayor, City Council, and Citizens of the City of Antioch:

**FROM:** Ron Bernal, City Manager and Dawn Merchant, Finance Director

**SUBJECT:** 2019 Comprehensive Annual Financial Report (CAFR)

State law requires that every general-purpose local government publish a complete set of audited financial statements within six months of the close of each fiscal year. This report is published to fulfill that requirement for the fiscal year ended June 30, 2019.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

Badawi & Associates, Certified Public Accountants, have issued an unmodified (“clean”) opinion on the City of Antioch’s financial statements for the year ended June 30, 2019. The independent auditor’s report is presented as the first component of the financial section of this report.

Management’s discussion and analysis (MD&A) immediately follows the independent auditor’s report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

### **Profile of the Government**

The City of Antioch, incorporated in 1872, is located in the western part of the state and is the second largest city in Contra Costa County by population. California State Highway 4, connecting San Francisco-Oakland with Stockton and Central Valley points, bisects the City. Connecting with this freeway east of Antioch is State Highway 160, which runs north to Sacramento across the Nejedly Bridge and offers access to Solano County and the Sacramento area. The City of Antioch currently occupies a land area of approximately 29 square miles and serves a population of about 113,901 residents. The City of Antioch receives property taxes levied on real and personal properties located within its boundaries. It also is empowered by state statute to extend its corporate limits by annexation, which it has done from time-to-time.

The City of Antioch has operated under the Council-Manager form of government since 1872. Policy-making and legislative authority are vested in a City Council consisting of the Mayor and four other Council members. The four Council members are elected to four-year overlapping terms. The Mayor, who sits on the Council, is elected directly by the people and serves a term of four years. The City Clerk and City Treasurer are also elected for terms of four years. On May 8, 2018, via Ordinance No. 2141-C-S, the City Council enacted section 2-1.303 of title 2 of the Antioch Municipal Code adopting a By-District system for electing members of the City Council. Also on May 8, 2018 via Resolution No. 2018/54, the City Council adopted the City of Antioch District Map. With the passage of Ordinance No. 2141-C-S and Resolution No. 2018/54, in November 2020 the Mayor will be elected at-large and the City Council will be elected by District. The City Council is responsible for, among other duties, passing ordinances, adopting the budget, appointing committees, and hiring both the City Manager and City Attorney. Antioch's City Manager is responsible for carrying out the policies and ordinances of the City Council and all management functions of the City, including the budget, delivery of services, hiring of all Department Directors and implementation of capital projects.

The City of Antioch provides a wide range of municipal services, including police protection; recreational activities; community and economic development; street improvements and maintenance services; parks maintenance; water; sewer; general administrative and support services. The City does not provide fire services.

The two-year budget serves as the foundation for the City of Antioch's financial planning and control. All departments of the City of Antioch are required to submit requests for appropriations to the City Manager by February 1. The City Manager uses these requests as the starting point for developing a proposed budget. The City Manager then presents the proposed budget to the City Council for review prior to June 30. The City Council is required to hold public hearings on the proposed budget and to adopt a final budget by no later than June 30, the close of the City of Antioch's fiscal year. At mid-period of the budget cycle, the City Council reviews the budget and makes adjustments as needed to the appropriations.

The appropriated budget is prepared by fund, function (e.g., public safety), and department (e.g., police). Department managers may make transfers of appropriations within a department. The level of budgetary control, that is, the level at which expenditures cannot legally exceed the appropriated amount, is established at the individual fund level. Expenditures above the appropriated amount require special approval of the City Council.

**Local economy:** Strong property values and consumer spending are expected to continue through the 2020 elections and into 2021. Unemployment remains low and the high cost of housing continues to push the Bay Area workforce eastward in search of affordable places to live. Antioch's ample supply of entitled residential lots will help meet this need. The completion of the Highway 4 widening and opening of the Hillcrest BART Station provides better opportunities for commuters heading west; which represents over 80% of our workforce. We are expecting these improvements to also draw companies and employers who recognize that the low cost of land and existing buildings, ready workforce, and easy commute to Antioch

will be a plus for their businesses. A few of the companies that have come to Antioch are:

- Granite Expo
- ARCO AM/PM stations
- One Plant Dispensary and emerging cannabis industry
- Antioch Auto Dealership future expansion to include Infinity
- Best Buy
- Comfort Inn & Suites
- Costco fuel pumps expansion
- Smith's Landing Seafood Grill

Health care continues to be a strong industry as Sutter Delta, Kaiser and John Muir all look to expand their operations in response to the growing population, especially in the area of seniors.

Whether the Northern Waterfront with deep water ports and rail, the Hillcrest Specific Plan area adjacent to BART, the Rivertown Business District set on the San Joaquin River with one-of-a-kind views, or the 2500-acre Sand Creek focus area with planned residential communities and Mt. Diablo as a backdrop, every type of development can be found in Antioch. Offering a well-qualified workforce of over 51,000 people, affordable housing and affordable rents for businesses and industry, at the center of East Contra County, Antioch is a regional destination and leader.

Although water is currently abundant, we expect to see future droughts which may become longer and more severe. Antioch is in the process of design and permitting for a Brackish Water Desalination Plant which will deliver 6 million gallons per day of high quality, reliable, affordable and drought-proof water to our community. This is an economic development game-changer, especially when State water supplies run low in the future and mandatory rationing is imposed. Preserving our pre-1914 water right is a high priority to the City Council and the community as this is one of our most valuable assets. This source of drought-proof water supply will not only benefit Antioch residents and businesses, but new customers and industry that depend on an uninterrupted quality source of water.

With the economy in Antioch and the East Bay showing sustained growth, housing demand and the high cost of home ownership has continued to push buyers from Silicon Valley and San Francisco through the inner Bay area and the I-680 corridor toward Antioch. An excellent value in comparison to those areas, Antioch is well positioned to take advantage of a strong Bay Area economy that continues to move east. Affordable housing is one of the State's biggest challenges. Antioch is delivering some of the most affordable units in the Bay Area for both single and multiple family units. With over 2,300 entitled residential units and another 1,300 units being processed, Antioch is seeing a resurgence of residential construction after a large downturn over the past decade. Among these projects is Antioch's first gated active adult community. We are on pace to issue 400 residential housing permits this year and project a similar number of starts over the next two years.

**Current period financial information:** Increases in property tax and sales tax revenues in the last few years as the economy has turned around have helped the City build substantial

General Fund reserves. Even though the City has increased its reserve, this does not mean there still is not work to be done to achieve balanced budgets in the foreseeable future. The passage of Measure C, a one-half cent sales tax that went into effect in April 2014 and Measure O, a residential business license tax that passed in November 2014 have generated an estimated \$32,358,859 and \$9,674,400 respectively through June 30, 2019. Antioch voters further demonstrated their commitment to helping the City achieve financial stability with the passage of Measure W in November 2018, increasing the half-cent sales tax to one full cent. Measure W is expected to generate approximately \$15M per year, increasing over time, for an estimated \$350M over the next twenty-year term. City Council has taken further measures to cement the City's future financial viability with the establishment of a Budget Stabilization Reserve fund in 2018 and a previous policy to maintain the General Fund's unassigned reserves at 20% of operating revenues. In order to methodically address the City's unfunded pension and OPEB liabilities, the City Council intends to fully fund the Other Post-Employment Benefits (OPEB) Actuarially Determined Contribution each year from the Budget Stabilization Fund, which will result in approximately \$1.3M additional dollars each year being set aside in the City's Section 115 trust that was established in 2007 for OPEB.

The biggest financial uncertainty the City faces over the next decade is what additional cost increases in City contributions the State of California Public Employee Retirement System (CalPERS) will impose upon Antioch to meet its legal obligations. In spite of the strong economy, CalPERS has missed their projected rate-of-return on their investments which resulted in increased costs to agencies in the CalPERS system to make up for this shortfall in revenue.

Since the passage of Measure C by Antioch voters, the Police Department has hired 70 sworn officers resulting in a net gain of 22 sworn officers bringing our total sworn officers to 104. City Council has authorized hiring up to 115 sworn officers in the FY 19 - 21 Budget. A recent study conducted by the Center on Juvenile and Criminal Justice found that of all 73 Cities in California with a population over 100,000, Antioch had the largest 1-year reduction in violent crime (2017-2018) of 20%. With the passage of Measure W, Antioch sits poised to see further reductions in crime with enhanced police services in the areas of traffic and community policing. Additionally, the impact of Measure C has resulted in Part I crime in Antioch decreasing for seven consecutive years. Since 2012, the City has seen a 43.6% reduction in violent crime and a 30% reduction in property crime.

**Long-term financial planning:** The 2019-2029 Vision and Strategic Plan, which consists of 12 aspirational priorities and 7 goals, lays the framework for envisioning an Antioch that capitalizes on our abundant developable land, recently opened BART station and Highway 4 widening, unique location along the San Joaquin River, miles of trails in world-class open space and new economic opportunities in the area of cannabis and Opportunity Zones. The Plan is a result of a comprehensive review of the City's operations and finances, Quality of Life Surveys of Antioch residents in the Fall of 2017 and Spring of 2018, many strategic/vision workshops with the final vision and strategic plan workshop occurring on February 2019. Our new brand; Antioch Opportunity Lives Here, couldn't be more true or relevant. With a population 113,901 as of 1/1/19 Antioch remains the second largest City in Contra Costa

County with slightly less than 10% of the total County population which is 1,155,879.

Beautifying our corridors, eradicating blight, focusing on our youth and seniors, becoming a greener and cleaner city, and providing community and conference centers were some of the key aspirational priorities identified in the Plan. Funding for staffing and projects directly reflect this vision. As East County's largest city, Antioch is poised to lead our efforts to cooperatively market our region.

The Council's Aspirational Priorities are:

- Beautification/target blight
- Community Cameras
- Community Center Downtown
- Conference Center Downtown/Yard
- Hillcrest Specific Plan Area
- L Street
- Marian Adventure Center
- Mobility plan
- Municipal Center/Library 18<sup>th</sup> Street
- Solar
- Youth Programs
- Senior Services

Council Goals are:

- Ensure the City's Continued Financial Stability
- Support Public Safety
- Support Sustainable Economic Development
- Promote Community Pride
- Strive to Be a Healthy Community
- Support Historic Downtown Revitalization
- Promote Sustainable Development

We have closed the prior period with many successes. These include the following:

- The Brackish Water Desalination Project received \$10M in State grant funds, certified the EIR and the City is in the permitting phase of the project which will deliver 6 million gallons per day of reliable, low cost, high quality and drought-proof water to Antioch preserving our pre-1914 water rights.
- Part 1 crime is down for the seventh straight year.
- The Code Enforcement Division continues to make an enormous contribution to public safety and the wellbeing of our community. Over the past two years, the Code Enforcement Division have addressed nearly 8,700 cases and removed over 13,400 cubic yards of debris from our neighborhoods.

- Started the City's rebranding project and developed Opportunity Lives Here and wordmark.
- Authorization to the Police Department to hire up to 110 Police Officers in fiscal year 2019.
- Hillcrest BART Station Grand Opening.
- Highway 4 Landscaping.
- Water Treatment Plant Disinfection Project.
- Senior Center Improvements.
- Prosserville and Contra Loma Estates Playground equipment replacement.
- Freeway Cameras
- Street Light LED Upgrades.
- Downtown Tree Lights.
- Two pro-active code enforcement officers.
- Hired full-time City Attorney.
- Hired Public Works Director/City Engineer.
- Hired an Economic Development Director.
- Public Works Department hiring of an Engineering Project Manager.
- Antioch Animal Services hired an Animal Services Manager, Registered Veterinary Technician, and Doctor of Veterinary Medicine.
- Upgraded the Animal Services Surgery Suite.
- Finance Department hiring of a Business License Technician.
- Construction underway of new Marina Boat Launch Restroom.
- Appointed a new City Treasurer.
- Completed Nokes Auto Dealership Owner Participation Agreement (sales tax sharing agreement).
- New Retail & Restaurants: Best Buy at Slatten Ranch, 24 Hour Fitness relocation, City Sports Health Club, The Habit Burger Grill (2nd location), Auto Zone, Comfort Inn renovation, Smith's Landing Seafood & Grill Restaurant, Samurai Restaurant, Afrique Restaurant, Guadalajara Taqueria, Somersville Pet Supply, Solid Rock Café, and gasoline station revitalizations.
- City joined the Bay Area Urban Manufacturing Initiative (BAUMI).

The City Council also has other projects and plans that will enrich the City and make Antioch an even more enjoyable place to live, work and play. These include:

- The City of Antioch remains engaged in regional efforts to inform legislation and promote a common-sense approach to addressing the region's housing needs. The City of Antioch has historically done its part to support growth and welcomes its new residents and their contributions to our community. As the State looks to bolster their influence on local zoning decisions, the City and regional and State partners, including the Contra Costa County Public Manager's Association and the League of California Cities, are asking the State to recognize each community's unique attributes to ensure

that the quality of every community is maintained and the perspectives of their residents are honored.

- The City's rebranding efforts, Opportunity Zones, relationship with regional brokers, and responding to the Governor's Office of Business and Economic Development (GO-Biz) RFIs (request for information), continues to booster Antioch's ability to have competitive advantages to strategically leverage and highlight areas that are unique and can attract job creation. With these tools, prospective business owners and developers, individuals and companies can easily make their site selections knowing that Antioch is an opportunity and shows we are open for business. New commercial construction in Antioch over the past two years has been either retail or office construction, which serves to create jobs at all income levels, with medical offices being our strongest field of growth.
- Retail: The retail market continues to be dominated by online retailers. Although there were a number of notable store closures, KMART, CVS, and Cost-Plus World Market, the addition of Best Buy to the Antioch retail market provided a significant increase in retail sales taxes. Between January 2018 and December 2018, electronic equipment sales increased by 114% from the previous year. For that same time period, overall sales taxes for Antioch increased by 6% compared to 5% for the Bay Area, and 4% for the State. Gas, auto, and the big-name retailers are all part of the top 25 sales and use tax generators for Antioch and generate 67% of the reported sales tax revenue. With gas prices trending upward, this could signify a slow down for the new auto sales and overall consumer spending.
- Commercial Market: There are fewer vacancies and Antioch's commercial real estate markets have shown upward activity. Businesses that serve the recovering housing market have shown the most expansion. This includes suppliers and contractors in kitchen/bath, flooring, plumbing, heat/air conditioning, window/door suppliers, concrete, office, medical office work space and light industrial properties and maintenance services. Warehouse rental rates will rise another  $\pm 5\%$ . Office space demand will be strongest in southeast Antioch, adjacent to the strongest population growth.
- With the passage of Prop 64 at the State level legalizing the recreational use of marijuana, the City of Antioch approved two cannabis zones where all types of cannabis businesses may be located. There is currently one approved dispensary and five pending applications ranging from cultivation to dispensing and deliveries. The financial benefits of these businesses has yet to be seen, but there is potential for significant revenues through taxes on gross receipts. Being the only city in East County to provide an opportunity for cannabis development, Antioch is poised to capitalize on this emerging market.

In the year 2022 Antioch marks 150 years as a City, calling for a sesquicentennial celebration to reflect on our past and present – to honor our legacies and discover our roots. But even before incorporating as a City, the founders of Antioch landed at the river's edge in September of



1850. In 2020 we will honor the first settlers who arrived 170 years ago... “to seek homes and other riches in the soil besides gold.” It is an opportunity to celebrate our storied past and a terrific opportunity to tell the story of what Antioch is today and where we are going as a City and a community.

Antioch is one of the last places in the Bay Area where affordable housing can still be found; space and reasonable rents to start or expand a business, miles of waterfront with every type of development opportunity and a diverse community that is hungry and believing for a better tomorrow. All of this equates to a city ready to celebrate its sesquicentennial in 2022 tapping into our historic past while looking toward an amazing and exciting future.

In closing I would like to highlight the importance of keeping in mind our mission and fundamental principles we strive to achieve as a City.

*Antioch a desirable destination in the Bay Area. By building on our historic legacy; creating bright opportunities for families to grow, places to play, business to thrive and a unique downtown experience.*

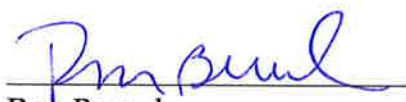
#### **Awards and Acknowledgements**

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Antioch for its comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2018; this was the twenty-eighth consecutive year that our government has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized CAFR report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current CAFR continues to meet the Certificate of Achievement Program’s requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report would not have been possible without the efficient and dedicated services of the entire staff of the finance department, particularly Dawn Merchant and Jo Castro. I would like to express our appreciation to all members of the department who assisted and contributed to the preparation of this report. Credit also must be given to the Mayor and the City Council for their unfailing support for maintaining the highest standards of professionalism in the financial management of the City of Antioch.

Respectfully submitted,

  
Ron Bernal  
City Manager

  
Dawn Merchant  
Finance Director

**CITY OF ANTIOCH  
COMPREHENSIVE ANNUAL FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

**ELECTED OFFICIALS AND  
ADMINISTRATIVE PERSONNEL**

**JUNE 30, 2019**

**ELECTED OFFICIALS**

**Sean Wright, Mayor  
Joy Motts, Mayor Pro-Tem  
Lamar Thorpe, Council Member  
Lori Ogorchock, Council Member  
Monica E. Wilson, Council Member  
James D. Davis, City Treasurer  
Arne Simonsen, City Clerk**

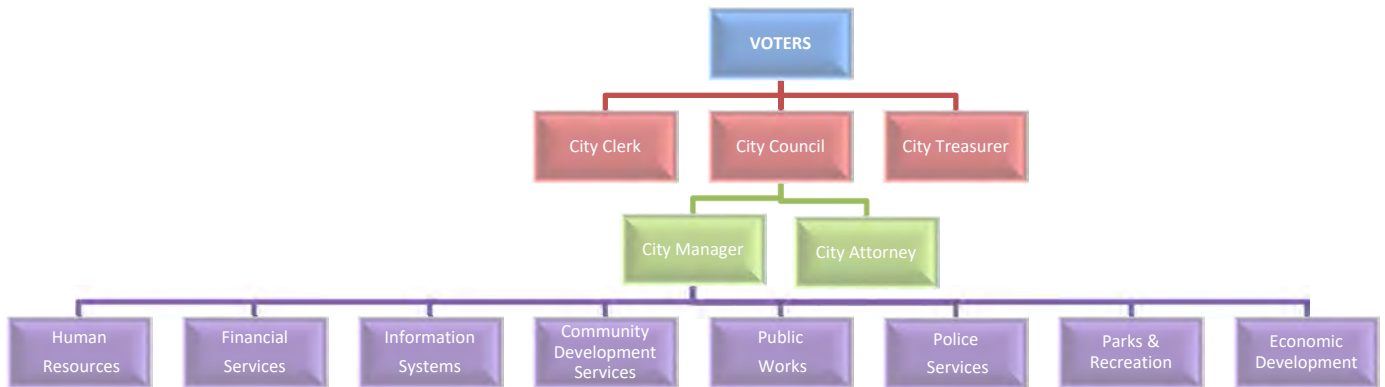
**ADMINISTRATIVE PERSONNEL**

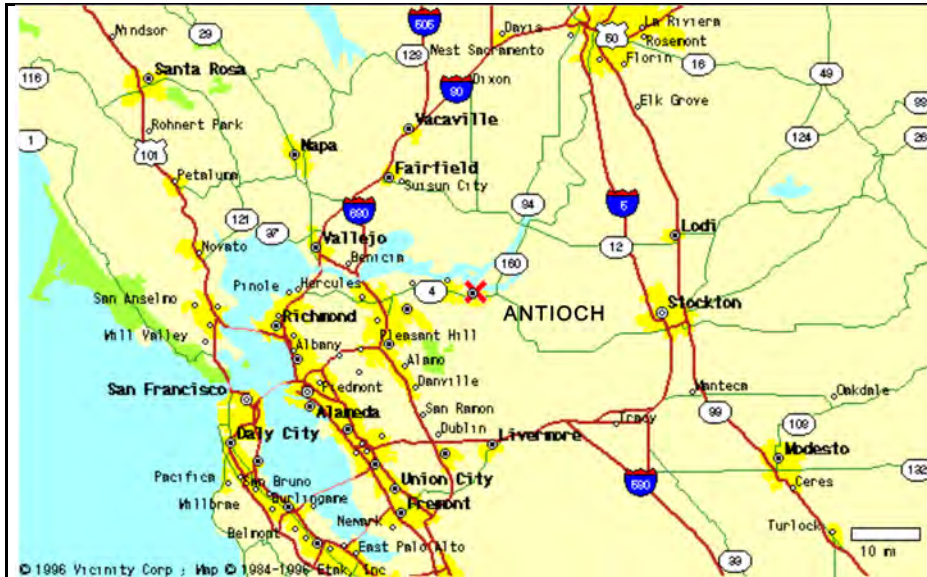
City Manager  
City Attorney  
Chief of Police  
Community Development Director  
Finance Director  
Administrative Services Director  
Parks & Recreation Director  
Information Services Director  
Economic Development Director  
Public Works Director/City Engineer

Ron Bernal  
Thomas Lloyd Smith  
Tammany Brooks  
Forrest Ebbs  
Dawn Merchant  
Nickie Mastay  
Nancy Kaiser  
Alan Barton  
Kwame Reed  
Jon Blank

City of Antioch  
Third & "H" Streets, P.O. Box 5007  
Antioch, California 94531-5007  
[www.antiochca.gov](http://www.antiochca.gov)

## City of Antioch-Organization of City Government





Location Map



Area Map



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**City of Antioch  
California**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**June 30, 2018**

*Christopher P. Morill*

Executive Director/CEO



## INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council  
of the City of Antioch  
Antioch, California

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Antioch, California (City), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension required supplementary information, other post-employment benefit plans, required supplementary information, and budgetary comparison information on pages 5-15 and 99-117 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, major capital project fund budget comparison information, combining and individual non-major fund financial statements, budget comparison information for non-major governmental funds, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

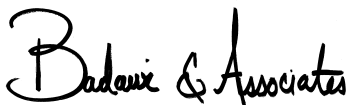
The major capital project fund budget comparison information, combining non-major fund financial statements, individual non-major fund financial statements, and budget comparison information for non-major funds are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements, individual nonmajor fund financial statements and budget comparison information for non-major governmental funds are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

To the Honorable Mayor and Members of the City Council  
of the City of Antioch  
Antioch, California  
Page 3

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2019 on our consideration of City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Badawi & Associates". The signature is written in a cursive, flowing style.

Badawi & Associates  
Certified Public Accountants  
Bekeley, California  
December 3, 2019



*This page intentionally left blank*

# City of Antioch

## Management's Discussion and Analysis

### For the year ended June 30, 2019

---

As management of the City of Antioch, we offer readers of the City of Antioch's financial statements this narrative overview and analysis of the financial activities of the City of Antioch for the fiscal year ended June 30, 2019. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages **i-viii** of this report.

#### Financial Highlights

- The assets of the City of Antioch exceeded its liabilities at the close of the most recent fiscal year by \$478,672,875 (net position). Of this amount, (\$15,799,296) (unrestricted) may be used to meet the government's ongoing obligations to citizens and creditors. The amount is negative due to recognition of pension and OPEB liabilities for governmental activities.
- The government's total net position increased by \$13,112,850. This was due mainly to an increase in sales and use tax, investment income and charges for services in both primary government and business-type activities.
- As of the close of the current fiscal year, the City of Antioch's governmental funds reported ending fund balances of \$96,204,788, an increase of \$15,030,866 in comparison with the prior year.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$21,116,970 or 39% of total General Fund expenditures, and 34% of total General Fund revenues.
- The City of Antioch's current and other assets increased by \$19,862,363. This was mainly due to four factors: an increase in cash and investments from increased sales tax collections (also resulting in an increase of taxes receivable), increased property taxes, increased investment earnings and charges for services in both governmental and business-type activities.
- The City of Antioch's current and other liabilities increased a total of \$2,311,625 mainly due to an increase in deposits payable.
- The City of Antioch's total long-term obligations for governmental activities decreased by \$112,167 due to debt service payments and total long-term obligations for business-type activities decreased by \$491,900 due to debt service payments.
- Deferred outflows of resources decreased by \$5,908,949 for governmental activities and \$1,919,172 for business-type activities due to pension and OPEB obligation activity for the fiscal year.
- Deferred inflows of resources increased by \$759,182 for governmental activities and \$542,199 for business type activities due to pension and OPEB obligations.
- Governmental activities recognized a net pension asset of \$3,097 for the Police Supplementary Retirement pension plan due to contributions exceeding the actuarial determined contribution.
- The net pension liability for governmental activities decreased \$1,069,241 and \$2,410,529 for business type activities.
- The net OPEB liability for governmental activities increased \$406,562 and decreased \$247,934 for business type activities.

# City of Antioch

## Management's Discussion and Analysis

### For the year ended June 30, 2019

---

#### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of Antioch's basic financial statements. The City of Antioch's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of the City of Antioch's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City of Antioch's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Antioch is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City of Antioch that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City of Antioch include general government, public works, public safety, parks and recreation and community development. The business-type activities of the City of Antioch include water and sewer utilities; a marina and a water park facility.

The government-wide financial statements include not only the City of Antioch itself (known as the primary government), but also a legally separate public financing authority. Financial information for this component unit is blended with the financial information presented for the primary government itself. The government-wide financial statements can be found on pages **21-23** of this report.

**Fund financial statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Antioch, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Antioch can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**Governmental funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

# City of Antioch

## Management's Discussion and Analysis

### For the year ended June 30, 2019

---

The City of Antioch maintains sixty-nine individual funds, some combined for reporting purposes. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the General Fund, the Housing Successor Fund Special Revenue fund, and the Capital Improvement Capital Projects fund, all of which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The governmental fund financial statements can be found on pages **29-32** of this report.

The City of Antioch adopts an annual appropriated budget for all its funds. A budgetary comparison schedule has been provided for the General Fund and major special revenue funds to demonstrate compliance with this budget.

**Proprietary funds.** The City of Antioch maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City of Antioch uses enterprise funds to account for its Water, Sewer, Marina and Prewett Water Park. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City of Antioch's various functions. The City of Antioch uses internal service funds to account for its vehicle repair and replacement, office equipment replacement, and loss control functions. Because all of these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water, Sewer, Marina and Prewett Water Park funds. The Water, Sewer, and Marina funds are considered to be major funds of the City of Antioch. All internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in this report.

The proprietary fund financial statements can be found on pages **37-39** of this report.

**Fiduciary funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City of Antioch's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The fiduciary fund financial statements can be found on page **45-46** of this report.

**Notes to the basic financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages **47-96** of this report.

#### Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Antioch, assets exceeded liabilities by \$478,672,875 at the close of the most recent fiscal year.

By far the largest portion of the City of Antioch's net position (94%) reflects its investment in capital assets (e.g., infrastructure (including water and sewer pipes), land, structures and improvements and equipment), less any related debt used to acquire those assets that are still outstanding. The City of Antioch uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City of Antioch's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

**City of Antioch**  
**Management's Discussion and Analysis**  
**For the year ended June 30, 2019**

	Governmental Activities		Business-type Activities		TOTAL	
	2019	2018	2019	2018	2019	2018
Current and other assets	\$ 118,800,756	\$ 103,665,556	\$ 78,598,623	\$ 68,086,978	\$ 197,399,379	\$ 171,752,534
Capital assets	314,336,383	311,873,573	142,591,431	150,838,723	456,927,814	462,712,296
Total assets	433,137,139	415,539,129	221,190,054	218,925,701	654,327,193	634,464,830
Deferred outflows of resources	19,790,372	25,699,321	2,589,798	4,508,970	22,380,170	30,208,291
Current liabilities	14,525,141	12,397,391	3,675,165	3,491,290	18,200,306	15,888,681
Noncurrent liabilities	143,415,123	144,818,353	26,926,871	30,215,255	170,341,994	175,033,608
Total liabilities	157,940,264	157,215,744	30,602,036	33,706,545	188,542,300	190,922,289
Deferred inflows of resources	7,975,056	7,215,874	1,517,132	974,933	9,492,188	8,190,807
Net position:						
Net investment in						
capital assets	309,589,209	307,094,546	140,300,929	148,449,693	449,890,138	455,544,239
Restricted	44,582,033	44,728,770	-	-	44,582,033	44,728,770
Unrestricted	(67,159,051)	(75,016,484)	51,359,755	40,303,500	(15,799,296)	(34,712,984)
Total net position	\$ 287,012,191	\$ 276,806,832	\$ 191,660,684	\$ 188,753,193	\$ 478,672,875	\$ 465,560,025

An additional portion of the City of Antioch's net position (9.3%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position*, (\$15,799,296), may be used to meet the government's ongoing obligations to citizens and creditors. The amount related to governmental activities is negative in the amount of (\$67,159,051) due to GASB Statement Nos. 68 and 75 requiring the recognition of the City's net pension and OPEB liabilities.

The government's total net position increased by \$13,112,850. Of this, \$10,205,359 represents an increase in governmental activities due mainly to increased sales and use tax collections and the transfer of capital assets from the Prewett Water Park Enterprise Fund to the general government as this fund was consolidated into the Recreation Programs Special Revenue Fund during the fiscal year. A major factor to the increase of \$2,907,491 in net position of business type activities was due to an increase in Water Enterprise Fund current charges for services. At the end of the current fiscal year, the City of Antioch is able to report positive balances in two categories of net position, for the government as a whole, and all three categories for its business-type activities.

Under GASB 68, the City recognizes deferred outflows of resources, deferred inflows of resources, pension expense and net pension liability for the Miscellaneous and Safety pension plans administered through the California Public Employees Retirement System (CalPERS) and a Police Supplementary Retirement plan administered through the Public Agency Retirement System (PARS). Pension liabilities have created a negative balance of unrestricted net position for governmental activities with the recognition of \$90,715,582 in net pension liability for governmental activities. For fiscal year 2019, the Police Supplementary Retirement plan has a net pension asset of \$3,097 recognized for governmental activities. Proprietary funds have recognized \$17,925,566 in net pension liability.

Under GASB 75, the City recognizes deferred outflows of resources, deferred inflows of resources, OPEB expense and net OPEB liability for the Management, Miscellaneous and Police OPEB plans of the City administered through the California Employees Retirement Benefit Trust (CERBT). The trust is a Section 115 Trust set up for the purpose of receiving employer contributions that will prefund other post-employment benefit costs for retirees and their beneficiaries. The City only provides health reimbursement. OPEB liabilities have increased the negative balance of unrestricted net position for governmental activities with the recognition of \$45,867,299 in net OPEB liability for governmental activities. Proprietary funds have recognized \$3,204,807 in net OPEB liability.

Current and other assets increased by \$25,646,845 primarily due to increases in cash and investment balances and taxes receivable. This is mainly due to increased current service charges in the Water Enterprise fund, increased property and sales taxes in the General Fund and an increase of investment earnings over prior year.

Current and other liabilities increased by \$2,311,625 due mainly to an increase in deposits payable.

**City of Antioch**  
**Management's Discussion and Analysis**  
**For the year ended June 30, 2019**

Deferred outflows of resources decreased \$7,828,121 and deferred inflows increased \$1,301,381 due to pension and OPEB obligation activity.

Long-term obligations decreased by \$604,067 due mainly to scheduled debt service payments.

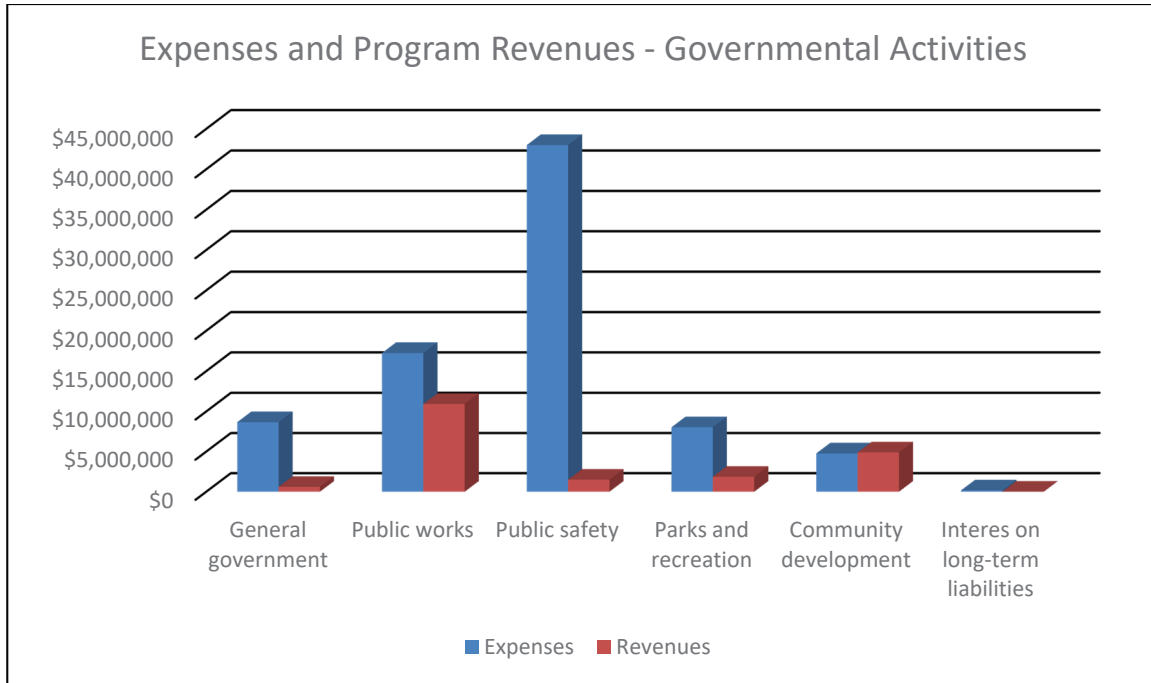
**Governmental and Business-Type Activities.** Governmental activities increased the City of Antioch's net position by \$10,205,359. There was an increase of \$2,907,491 in net position reported in connection with the City of Antioch's business-type activities.

**CHANGE IN NET POSITION**

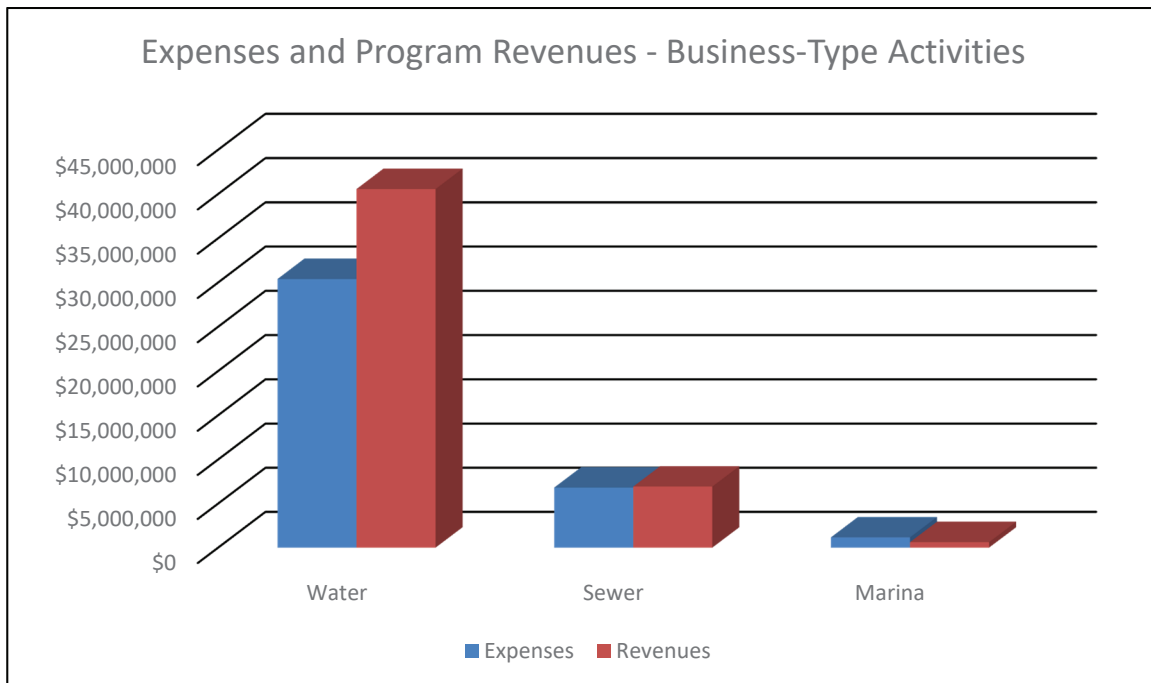
	Governmental Activities		Business-type Activities		TOTAL	
	2019	2018	2019	2018	2019	2018
Revenue:						
Program revenues:						
Charges for services	\$ 11,167,668	\$ 9,668,398	\$ 46,131,916	\$ 43,206,203	\$ 57,299,584	\$ 52,874,601
Operating grants and contributions	7,911,820	8,194,200	-	-	7,911,820	8,194,200
Capital grants and contributions	717,736	1,473,388	1,974,327	1,804,041	2,692,063	3,277,429
General revenues:						
Property tax	20,608,513	19,452,095	-	-	20,608,513	19,452,095
Sales tax	25,386,877	20,154,992	-	-	25,386,877	20,154,992
Franchise	5,494,541	5,225,789	-	-	5,494,541	5,225,789
Other	11,763,935	9,776,428	2,207,260	275,775	13,971,195	10,052,203
Total revenues	83,051,090	73,945,290	50,313,503	45,286,019	133,364,593	119,231,309
Expenses:						
General government	8,670,883	5,161,832	-	-	8,670,883	5,161,832
Public works	17,244,520	17,669,949	-	-	17,244,520	17,669,949
Public safety	42,989,941	42,697,235	-	-	42,989,941	42,697,235
Parks and recreation	8,038,685	5,298,025	-	-	8,038,685	5,298,025
Community development	4,775,891	6,421,692	-	-	4,775,891	6,421,692
Interest on long-term debt	167,152	198,029	-	-	167,152	198,029
Water	-	-	30,389,038	28,641,828	30,389,038	28,641,828
Sewer	-	-	6,812,561	6,897,818	6,812,561	6,897,818
Marina	-	-	1,163,072	1,158,960	1,163,072	1,158,960
Prewett Water Park	-	-	-	2,177,421	-	2,177,421
Total expenses	81,887,072	77,446,762	38,364,671	38,876,027	120,251,743	116,322,789
Increase in net position-before transfers	1,164,018	(3,501,472)	11,948,832	6,409,992	13,112,850	2,908,520
Transfers	9,041,341	(54,546)	(9,041,341)	54,546	-	-
Increase (decrease) in net position	10,205,359	(3,556,018)	2,907,491	6,464,538	13,112,850	2,908,520
Net position - July 1	276,806,832	280,362,850	188,753,193	182,288,655	465,560,025	462,651,505
Net position - June 30	\$ 287,012,191	\$ 276,806,832	\$ 191,660,684	\$ 188,753,193	\$ 478,672,875	\$ 465,560,025

*Governmental activities.* The cost of all governmental activities this year was \$81,887,072. Net expenses, as shown in the Statement of Activities, were \$62,089,848. General revenues and transfers were \$72,295,207, resulting in an increase of net position of \$10,205,359.

**City of Antioch**  
**Management's Discussion and Analysis**  
**For the year ended June 30, 2019**



*Business-type activities.* The cost of all business-type activities this year was \$38,364,671. Charges for services and grants resulted in net revenues of \$9,741,572 as shown on the Statement of Activities. This net revenue coupled with general revenues and transfers of (\$6,834,081) resulted in an increase of net position of \$2,907,491. The increase in net position was mainly attributable to an increase in water service charges.



**City of Antioch**  
**Management’s Discussion and Analysis**  
**For the year ended June 30, 2019**

**Financial Analysis of the Government’s Funds**

As noted earlier, the City of Antioch uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

*Governmental funds.* The focus of the City of Antioch’s *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City of Antioch’s financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government’s net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City of Antioch’s governmental funds reported combined ending fund balances of \$96,204,788, an increase of \$15,030,866 in comparison with the prior year. About 22% of this total amount, \$21,116,248, constitutes *unassigned fund balance*, which is available for spending at the government’s discretion. The remainder of fund balance is segregated into the following components: 1) *nonspendable* to indicate that it is not available for new spending because of its form (\$265,226) 2) *restricted* to indicate restrictions on use imposed by external parties, including enabling legislation (\$44,186,595) 3) *committed* to indicate restrictions on use as approved by the City Council (\$24,576,140), or 4) *assigned* for a variety of other purposes (\$6,060,579).

The following table presents the amount of revenues from various sources as well as increases or decreases from the prior year.

**Revenues Classified by Source**

**Governmental Funds**

Revenue by Source	FY 2018/2019		FY 2017/2018		Increase (Decrease)	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent Change
Taxes	\$ 60,669,439	71.0%	\$ 53,480,924	73.0%	\$ 7,188,515	13.4 %
Licenses and permits	1,889,223	2.2%	1,355,738	1.8%	533,485	39.4 %
Fines and penalties	223,991	0.3%	290,199	0.4%	(66,208)	(22.8)%
Investment income and rentals	2,616,260	3.1%	1,120,682	1.5%	1,495,578	133.5 %
Revenue from other agencies	6,891,577	8.1%	5,603,381	7.6%	1,288,196	23.0 %
Current service charges	7,893,430	9.2%	6,356,579	8.7%	1,536,851	24.2 %
Special assessment revenue	2,948,071	3.5%	3,099,676	4.2%	(151,605)	(4.9)%
Other	2,305,133	2.7%	1,994,132	2.7%	311,001	15.6 %
Total	<u>\$ 85,437,124</u>	<u>100.0%</u>	<u>\$ 73,301,311</u>	<u>100.0%</u>	<u>\$ 12,135,813</u>	<u>16.6%</u>

The following provides an explanation of revenues by source that changed significantly over the prior year.

- Taxes increased due to a higher property assessed valuation and an increase in sales tax collections under the City’s half cent and one cent sales taxes passed under Measures C and W.
- Licenses and permits increased due to the issuance of more building permits than prior year.
- Investment income and rentals increased due higher investment earnings and also due to the fair market value of cash and investments at June 30<sup>th</sup>, resulting in an increase in value.
- Revenue from other agencies increased due to grant funding received for the West Antioch Creek project during the fiscal year.
- Current service charges increased due to the consolidation of the Prewett Water Park Enterprise fund into the Recreation Programs Special Revenue Fund. Service charges for water park entry that were accounted for in an Enterprise Fund in the prior year are reflected in the Special Revenue Fund in fiscal year 2019.



**City of Antioch**  
**Management's Discussion and Analysis**  
**For the year ended June 30, 2019**

- Other revenues increased due to a large allocation of asset forfeiture monies received during the fiscal year.

The following table presents the amount of expenditures by function as well as increases or decreases from the prior year.

**Expenditures by Function**

**Governmental Funds**

Expenditures by Function	FY 2018/2019		FY 2017/2018		Increase (Decrease)	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent Change
Current						
General government	\$ 7,939,485	10.9%	\$ 4,314,835	5.9%	\$ 3,624,650	84.0%
Public works	8,573,949	11.8%	8,739,980	12.0%	(166,031)	(1.90%)
Public safety	38,006,286	52.1%	38,726,700	53.1%	(720,414)	(1.86%)
Parks and recreation	6,140,536	8.4%	3,904,995	5.4%	2,235,541	57.2%
Community development	4,536,530	6.2%	6,233,835	8.5%	(1,697,305)	(27.23%)
Capital outlay	6,834,468	9.4%	4,609,383	6.3%	2,225,085	48.3%
Debt service	889,365	1.2%	880,681	1.2%	8,684	1.0%
Total	<u>\$ 72,920,619</u>	<u>100.0%</u>	<u>\$ 67,410,409</u>	<u>92.4%</u>	<u>\$ 5,510,210</u>	<u>8.2%</u>

The following provides an explanation of the expenditures by function that changed significantly over the prior year.

- General government expenditures increased due to a change in the City's methodology for allocating the city-wide Cost Allocation Plan. In prior years, the City would re-allocate cost allocation charges (expenditures) among General Fund functions/divisions as well as all other funds of the City. Beginning with an updated Cost Allocation Plan adopted by the City Council in 2018, the methodology was changed to only allocate cost allocation charges from the General Fund to other funds and not within functions/divisions of the General Fund. This resulted in General government expenditures being higher for costs not allocated to other functions in the General Fund as in prior years.
- Parks and recreation expenditures increased significantly due to the consolidation of the Prewett Water Park Enterprise Fund into the Recreation Programs Special Revenue Fund.
- Community development expenditures decreased not only due to less project specific expenditures, but also the City's changed methodology on the Cost Allocation Plan. Community Development expenditures in fiscal year 2019 do not account for cost allocations as occurred in prior years.
- Capital outlay expenditures increased mainly due increased expenditures for the West Antioch Creek and Northeast Annexation projects.

The General Fund is the chief operating fund of the City of Antioch. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$21,116,970, while total fund balance was \$43,403,442. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 39% of total General Fund expenditures, while total fund balance represents 81%.

The fund balance of the City of Antioch's General Fund increased by \$8,816,327 during the current fiscal year mainly due to the net effect of an increase in property tax, sales tax, investment income and building permits coupled with expenditure budget savings from salary savings and projects not completed or started as anticipated. \$2,079,961 represents assigned fund balance for these projects to be re-appropriated and spent in the next fiscal year.

# City of Antioch

## Management's Discussion and Analysis

### For the year ended June 30, 2019

---

The fund balance of the Housing Successor Fund increased by \$262,075 during the current fiscal year due to loan repayments received.

The fund balance of the Capital Improvement Fund increased \$3,010,362 during the current fiscal year mainly due to grant reimbursements received for projects.

*Proprietary funds.* The City of Antioch's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water Fund at the end of the year amounted to \$42,418,265 and those of the Sewer Fund amounted to \$9,538,761. Unrestricted net position of the Marina Fund at the end of the year amounted to \$544,127.

- Water Fund total net position increased \$10,002,012 during the current fiscal year, which is mainly due to increased charges for services, investment income and connection fees.
- Sewer Fund total net position decreased \$840,372 during the current fiscal year, which is mainly due to a transfer out to the Capital Improvement Capital Project Fund to fund a portion of project costs.
- Marina Fund total net position decreased \$496,591 during the current fiscal year, which is due to operating costs exceeding operating revenues.
- Prewett Water Park total net position decreased \$5,991,567 due to consolidating the fund into the Recreation Programs Special Revenue Fund during the fiscal year.

Other factors concerning the finances of these four funds have already been addressed in the discussion of the City of Antioch's business-type activities.

#### **General Fund Budgetary Highlights**

Differences between the final amended budget and the actual results resulted in \$2,069,680 higher revenues than projected and \$2,023,488 variance from appropriations and can be briefly summarized as follows:

- \$620,149 more in property, sales and business license taxes than projected, with \$202,389 of the business license increase attributable to collections of delinquent tax due under Measure O and \$245,018 of the sales taxes attributable to \$245,018 more than projected to be received under Measure W, one-cent sales tax which became effective April 1, 2019.
- \$222,423 more in building permits than anticipated.
- \$609,664 more in investment income than anticipated.
- \$160,775 more in state mandated reimbursements than anticipated.
- \$196,330 more in planning and inspection fees than anticipated.
- \$701,908 in savings in capital outlay. This amount is included as an assignment of General Fund, fund balance.
- \$661,501 savings in personnel services due to vacancies.

# City of Antioch

## Management's Discussion and Analysis

### For the year ended June 30, 2019

#### Capital Asset and Debt Administration

**Capital assets.** The City of Antioch's investment in capital assets for its governmental and business-type activities as of June 30, 2019, amounts to \$456,927,814 (net of accumulated depreciation). This investment in capital assets include land, infrastructure (including water and sewer pipes), structures and improvements, and equipment. The total net decrease in the City of Antioch's investment in capital assets for the current fiscal year was \$5,784,481.

Major capital asset events during the current fiscal year included the following:

- A variety of street and other construction projects such as the Lone Tree Way Pavement Overlay, Northeast Annexation improvements, and Council Chambers remodel made construction in progress for governmental activities as of the end of the current fiscal year reach \$4,165,003.
- Work continued on water and sewer system improvement projects causing construction in progress for business type activities to be \$6,062,569 as of the end of the current fiscal year.

For government-wide financial statement presentation, all depreciable capital assets were depreciated from acquisition date to the end of the current fiscal year. Fund financial statements record capital asset purchases as expenditures.

Capital assets for the governmental and business-type activities are presented below to illustrate changes from the prior year.

	Governmental Activities		Business-type Activities		Total		Increase/ Decrease
	2019	2018	2019	2018	2019	2018	
Land	\$ 15,493,234	\$ 13,421,504	\$ 1,486,737	\$ 3,558,467	\$ 16,979,971	\$ 16,979,971	\$ -
Construction in Progress	4,165,003	5,783,597	6,062,569	4,740,057	10,227,572	10,523,654	(296,082)
Infrastructure	225,772,968	234,180,917	99,657,308	100,000,391	325,430,276	334,181,308	(8,751,032)
Structures and Improvements	62,127,180	53,525,748	34,791,322	40,022,954	96,918,502	93,548,702	3,369,800
Equipment	6,777,998	4,961,807	593,495	2,516,853	7,371,493	7,478,660	(107,167)
<b>Total</b>	<b>\$ 314,336,383</b>	<b>\$ 311,873,573</b>	<b>\$ 142,591,431</b>	<b>\$ 150,838,723</b>	<b>\$ 456,927,814</b>	<b>\$ 462,712,295</b>	<b>\$ (5,784,481)</b>

**Construction Commitments.** Among the significant construction commitments were \$2,222,624 towards Lone Tree Way pavement overlay, and \$3,395,882 towards Water Treatment Plant Disinfection improvements.

Additional information on the City of Antioch's capital assets can be found in Note 8 on page 63.

**Long-term debt.** At the end of the current fiscal year, the City had total debt and long-term obligations outstanding of \$14,475,181. Of this amount, \$3,566,200 represents bonds and associated premium secured solely by specified revenue sources (i.e., revenue bonds), \$2,840,133 represents loans payable, \$3,024,219 represents a long term payable and \$580,091 represents leases payable. The remainder of the City's long-term obligations is comprised of: claims liability totaling \$1,114,355 and compensated absences of \$3,350,183.

The City of Antioch's total long-term obligations for governmental activities decreased a net of \$112,167 due to scheduled debts service payments and total long-term obligations for business-type activities decreased by \$491,900 due to scheduled debt service payments during the current fiscal year.

State statutes limit the amount of general obligation debt a governmental entity may issue to 15% of its total assessed valuation. The current debt limitation for the City of Antioch is \$1,739,232,533. The City of Antioch has no outstanding general obligation debt.

# City of Antioch

## Management's Discussion and Analysis

### For the year ended June 30, 2019

---

Additional information on the City's long-term debt can be found in **Note 9 on pages 65-68** of this report.

#### **Economic Factors and Next Year's Budget**

- The unemployment rate for the City of Antioch was 4.0% at June 30th. This is less than the state's average unemployment rate of 4.2% and higher than the national average rate of 3.7%
- Assessed values in the City have increased approximately 6% for the 2019-20 tax year.
- Sales taxes are projected to increase 61% over the prior year due to a full year of collection of the City's new one-cent sales tax, Measure W, which replaces the existing Measure C half-cent sales tax and extends it twenty years.

All of these factors were considered in preparing the City of Antioch's budget for the 2019-2020 fiscal year.

During the current fiscal year, General Fund, fund balance increased by \$8,816,327. The City of Antioch has appropriated \$2,079,961 of General Fund assigned fund balance for spending in the 2019-20 fiscal year budget. Additionally, \$20,057,270 represents funds that are committed to budget stabilization, compensated absences and litigation reserves.

#### **Requests for Information**

This financial report is designed to provide a general overview of the City of Antioch's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report, financial statements for the Antioch Public Financing Authority, or requests for additional financial information should be addressed to the Office of the Finance Director, City of Antioch, P. O. Box 5007, Antioch, CA 94531-5007.

*This page intentionally left blank.*

## **BASIC FINANCIAL STATEMENTS**

*This page intentionally left blank.*

**GOVERNMENT-WIDE FINANCIAL STATEMENTS**



*This page intentionally left blank.*

**City of Antioch**  
**Statement of Net Position**  
**June 30, 2019**

	Primary Government		
	Governmental	Business-Type	Total
	Activities	Activities	
<b>ASSETS</b>			
Cash and investments	\$ 84,628,158	\$ 73,852,805	\$ 158,480,963
Receivables (net):			
Accounts	3,094,268	5,382,175	8,476,443
Taxes	7,581,734	-	7,581,734
Interest	513,544	-	513,544
Materials, parts and supplies	229,513	371,403	600,916
Internal balances	1,141,398	(1,141,398)	-
Prepaid items	415,489	133,638	549,127
Loans receivable, net	19,517,759	-	19,517,759
Due from Successor Agency Trust	1,675,796	-	1,675,796
Net pension asset	3,097	-	3,097
Capital assets:			
Nondepreciable	19,658,237	7,549,306	27,207,543
Depreciable, net	294,678,146	135,042,125	429,720,271
<b>Total assets</b>	<b>433,137,139</b>	<b>221,190,054</b>	<b>654,327,193</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred loss on refunding	87,894	-	87,894
Pension related amounts	8,486,436	591,092	9,077,528
Contributions to pension plans subsequent to the measurement date	9,399,306	1,752,494	11,151,800
Contributions to OPEB plans subsequent to the measurement date	1,816,736	246,212	2,062,948
<b>Total deferred outflows of resources</b>	<b>19,790,372</b>	<b>2,589,798</b>	<b>22,380,170</b>
<b>LIABILITIES</b>			
Accounts payable	4,969,037	2,520,711	7,489,748
Accrued payroll	759,879	146,017	905,896
Interest payable	24,125	94,483	118,608
Deposits	7,364,167	378,058	7,742,225
Unearned revenue	97,388	-	97,388
Long-term obligations due within one year	1,310,545	535,896	1,846,441
Noncurrent liabilities:			
Long-term obligations due beyond one year	6,832,242	5,796,498	12,628,740
Net pension liability	90,715,582	17,925,566	108,641,148
Net OPEB liability	45,867,299	3,204,807	49,072,106
<b>Total liabilities</b>	<b>157,940,264</b>	<b>30,602,036</b>	<b>188,542,300</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension related amounts	3,144,826	1,100,937	4,245,763
OPEB related amounts	4,830,230	416,195	5,246,425
<b>Total deferred inflows of resources</b>	<b>7,975,056</b>	<b>1,517,132</b>	<b>9,492,188</b>
<b>NET POSITION</b>			
Net investment in capital assets	309,589,209	140,300,929	449,890,138
Restricted for:			
Debt service	261	-	261
Housing	27,060,995	-	27,060,995
Public safety	940,484	-	940,484
Public and capital facilities	1,554,720	-	1,554,720
Roads	11,254,010	-	11,254,010
Landscape maintenance and tidelands protection	1,820,298	-	1,820,298
Community services	1,951,265	-	1,951,265
<b>Total restricted</b>	<b>44,582,033</b>	<b>-</b>	<b>44,582,033</b>
Unrestricted	(67,159,051)	51,359,755	(15,799,296)
<b>Total net position</b>	<b>\$ 287,012,191</b>	<b>\$ 191,660,684</b>	<b>\$ 478,672,875</b>

See accompanying notes to the basic financial statements.

**City of Antioch**  
**Statement of Activities**  
**For the Fiscal Year Ended June 30, 2019**

Functions / Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
<b>Primary government:</b>				
General government	\$ 8,670,883	\$ 356,599	\$ 246,595	\$ -
Public works	17,244,520	4,522,915	5,682,707	717,736
Public safety	42,989,941	802,510	702,080	-
Parks and recreation	8,038,685	1,865,997	-	-
Community development	4,775,891	3,619,647	1,280,438	-
Interest on long-term liabilities	167,152	-	-	-
Total governmental activities	81,887,072	11,167,668	7,911,820	717,736
<b>Business-type activities:</b>				
Water	30,389,038	39,178,241	-	1,379,174
Sewer	6,812,561	6,333,928	-	595,153
Marina	1,163,072	619,747	-	-
Total business-type activities	38,364,671	46,131,916	-	1,974,327
<b>Total primary government</b>	<b>\$ 120,251,743</b>	<b>\$ 57,299,584</b>	<b>\$ 7,911,820</b>	<b>\$ 2,692,063</b>

**General Revenues:**

Taxes:

Property taxes

Transient lodging tax

Franchise

Business license taxes based on gross receipts

Property transfer taxes

Sales and use tax

Motor vehicle in lieu, unrestricted

Park in lieu

Investment income not restricted to specific programs

Other

Transfers

**Total general revenues and transfers**

**Change in net position**

**Net position - beginning of year**

**Net position - end of year**

Net (Expense) Revenue  
and Changes in Net Position

Governmental Activities	Business-Type Activities	Total
\$ (8,067,689)	\$ -	\$ (8,067,689)
(6,321,162)	-	(6,321,162)
(41,485,351)	-	(41,485,351)
(6,172,688)	-	(6,172,688)
124,194	-	124,194
(167,152)	-	(167,152)
(62,089,848)	-	(62,089,848)
-	10,168,377	10,168,377
-	116,520	116,520
-	(543,325)	(543,325)
-	9,741,572	9,741,572
(62,089,848)	9,741,572	(52,348,276)
20,608,513	-	20,608,513
233,399	-	233,399
5,494,541	-	5,494,541
3,972,389	-	3,972,389
609,123	-	609,123
25,386,877	-	25,386,877
54,270	-	54,270
371,967	-	371,967
1,737,388	1,871,937	3,609,325
4,785,399	335,323	5,120,722
9,041,341	(9,041,341)	-
72,295,207	(6,834,081)	65,461,126
10,205,359	2,907,491	13,112,850
276,806,832	188,753,193	465,560,025
\$ 287,012,191	\$ 191,660,684	\$ 478,672,875

*This page intentionally left blank.*

**GOVERNMENTAL FUND FINANCIAL STATEMENTS**

*This page intentionally left blank.*

## MAJOR GOVERNMENTAL FUNDS

**General Fund** - The General Fund is used to account for all of the general revenues of the City not specifically levied or collected for other City funds and the related expenditures. The General Fund accounts for all financial resources of the City which are not accounted for in another fund. For the City, the General Fund includes such activities as general government, public works, public safety, parks and recreation and community development.

**Housing Successor Fund** - This fund was established to account for the administration of housing assets transferred by the former Antioch Development Agency to the City as Housing Successor.

**Capital Improvement Fund** - This fund records all revenues, expenditures, assets and liabilities associated with City capital projects. It accounts for resources used to construct or acquire capital assets and make capital improvements.



*This page intentionally left blank.*

**City of Antioch**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2019**

	General Fund	Housing Successor Special Revenue Fund	Capital Improvement	Non-major Governmental Funds	Total
<b>ASSETS</b>					
Cash and investments	\$ 39,770,335	\$ 5,360,020	\$ 6,246,249	\$ 25,584,131	\$ 76,960,735
Receivables (net):					
Accounts	2,155,457	-	2,146	930,463	3,088,066
Taxes	6,776,361	-	-	805,373	7,581,734
Interest	513,544	-	-	-	513,544
Due from other funds	9,905	-	-	-	9,905
Prepaid items	146,841	-	-	112,135	258,976
Loans receivable	-	12,870,850	-	6,646,909	19,517,759
Due from Successor Agency Trust	-	1,675,796	-	-	1,675,796
<b>Total assets</b>	<b>\$ 49,372,443</b>	<b>\$ 19,906,666</b>	<b>\$ 6,248,395</b>	<b>\$ 34,079,011</b>	<b>\$ 109,606,515</b>
<b>LIABILITIES</b>					
Accounts payable	\$ 1,500,595	\$ 49,625	\$ 858,563	\$ 2,428,375	\$ 4,837,158
Accrued payroll	623,715	-	1,798	109,655	735,168
Deposits	3,788,558	-	2,468,948	1,106,661	7,364,167
Due to other funds	-	-	-	9,905	9,905
Unearned revenue	-	-	-	97,388	97,388
<b>Total liabilities</b>	<b>5,912,868</b>	<b>49,625</b>	<b>3,329,309</b>	<b>3,751,984</b>	<b>13,043,786</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Unavailable sales tax - Public Safety	52,561	-	-	-	52,561
Unavailable Abandoned Vehicle receipts	-	-	-	14,859	14,859
Unavailable grant receipts	3,572	-	-	286,197	289,769
Unavailable AAPFFA receipts	-	-	-	752	752
<b>Total deferred inflows of resources</b>	<b>56,133</b>	<b>-</b>	<b>-</b>	<b>301,808</b>	<b>357,941</b>
<b>FUND BALANCES</b>					
Nonspendable	149,241	-	-	115,985	265,226
Restricted	-	19,857,041	-	24,329,554	44,186,595
Committed	20,057,270	-	-	4,518,870	24,576,140
Assigned	2,079,961	-	2,919,086	1,061,532	6,060,579
Unassigned	21,116,970	-	-	(722)	21,116,248
<b>Total fund balances</b>	<b>43,403,442</b>	<b>19,857,041</b>	<b>2,919,086</b>	<b>30,025,219</b>	<b>96,204,788</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 49,372,443</b>	<b>\$ 19,906,666</b>	<b>\$ 6,248,395</b>	<b>\$ 34,079,011</b>	<b>\$ 109,606,515</b>

See accompanying notes to the basic financial statements.

# City of Antioch

## Reconciliation of the Governmental Funds Balance Sheet to the

### Government-Wide Statement of Net Position - Governmental Activities

June 30, 2019

<b>Fund Balances - Total Governmental Funds</b>	<b>\$ 96,204,788</b>
Amounts reported for governmental activities in the Statement of Net Position were different because:	
Capital assets used in governmental activities are not current financial resources. Therefore they were not reported in the Governmental Funds Balance Sheet. Capital assets, net of Internal Service Funds assets \$2,176,913	312,159,470
Net pension assets of governmental activities are not current financial resources and therefore are not reported in the Governmental Funds Balance Sheet	3,097
Revenues received that are measurable but unavailable are recorded as deferred inflows in the fund financial statements	357,941
Loss on refundings for long-term debt are deferred outflows of resources on the Statement of Net Position	87,894
Contributions to the pension plan subsequent to the measurement date in the current fiscal year are deferred outflows of resources on the Statement of Net Position	9,399,306
Contributions to the OPEB plan subsequent to the measurement date in the current fiscal year are deferred outflows of resources on the Statement of Net Position	1,816,736
Internal service funds are used by management to charge the costs of vehicle repair and maintenance, stores, office equipment and replacement, and post employment medical benefits to individual funds. The assets and liabilities are included in governmental activities in the statement of net position.	11,065,544
Certain liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the governmental fund financial statements:	
Long-term debt:	
Due in one year, net of internal service funds liability of \$15,583	(1,294,962)
Due in more than one year, net of internal service funds liability of \$140,245	(6,691,997)
Net OPEB liability	(45,867,299)
Net pension liability	(90,715,582)
Pension related amounts	5,341,610
OPEB related amounts	(4,830,230)
Accrued interest payable	(24,125)
Total long-term liabilities	(144,082,585)
<b>Net Position of Governmental Activities</b>	<b>\$ 287,012,191</b>

**City of Antioch**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Funds**  
**For the Fiscal Year Ended June 30, 2019**

	General Fund	Housing Successor Special Revenue Fund	Capital Improvement	Non-major Governmental Funds	Total
<b>REVENUES:</b>					
Taxes	\$ 53,997,727	\$ -	\$ 400,000	\$ 6,271,712	\$ 60,669,439
Licenses & permits	1,889,223	-	-	-	1,889,223
Fines and penalties	126,265	-	-	97,726	223,991
Investment income and rentals	1,269,336	102,164	107,825	1,136,935	2,616,260
Revenue from other agencies	1,156,811	106,705	2,886,517	2,741,544	6,891,577
Current service charges	2,854,665	-	63,366	4,975,399	7,893,430
Special assessment revenue	-	-	-	2,948,071	2,948,071
Other	1,259,759	301,596	15,704	728,074	2,305,133
<b>Total revenues</b>	<b>62,553,786</b>	<b>510,465</b>	<b>3,473,412</b>	<b>18,899,461</b>	<b>85,437,124</b>
<b>EXPENDITURES:</b>					
Current:					
General government	6,971,460	-	-	968,025	7,939,485
Public works	6,503,964	-	805,425	1,264,560	8,573,949
Public safety	35,898,721	-	-	2,107,565	38,006,286
Parks and recreation	193,013	-	-	5,947,523	6,140,536
Community development	3,472,697	248,390	-	815,443	4,536,530
Capital outlay	505,310	-	2,496,499	3,832,659	6,834,468
Debt service:					
Principal retirement	-	-	-	693,689	693,689
Interest and fiscal charges	-	-	-	195,676	195,676
<b>Total expenditures</b>	<b>53,545,165</b>	<b>248,390</b>	<b>3,301,924</b>	<b>15,825,140</b>	<b>72,920,619</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>9,008,621</b>	<b>262,075</b>	<b>171,488</b>	<b>3,074,321</b>	<b>12,516,505</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Transfers in	3,257,803	-	2,838,874	5,719,650	11,816,327
Transfers (out)	(3,450,097)	-	-	(5,851,869)	(9,301,966)
<b>Total other financing sources (uses)</b>	<b>(192,294)</b>	<b>-</b>	<b>2,838,874</b>	<b>(132,219)</b>	<b>2,514,361</b>
<b>Net change in fund balances</b>	<b>8,816,327</b>	<b>262,075</b>	<b>3,010,362</b>	<b>2,942,102</b>	<b>15,030,866</b>
<b>FUND BALANCES:</b>					
Beginning of year	34,587,115	19,594,966	(91,276)	27,083,117	81,173,922
End of year	\$ 43,403,442	\$ 19,857,041	\$ 2,919,086	\$ 30,025,219	\$ 96,204,788

See accompanying notes to the basic financial statements.

## City of Antioch

### Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Government-Wide Statement of Activities - Governmental Activities For the Fiscal Year Ended June 30, 2019

---

---

<b>Net Change in Fund Balances - Total Governmental Funds</b>	<b>\$ 15,030,866</b>
---	----------------------

Amounts reported for governmental activities in the Statement of Activities are different

Governmental funds report acquisition of capital assets as part of capital outlay as expenditures. However, in the Government-Wide Statement of Activities, the cost of those assets were allocated over their estimated useful lives as depreciation expense.

Capital outlay	6,834,468
Depreciation, net of internal service funds depreciation of \$373,749	(11,482,096)

Transfer of Prewett Water Park Proprietary Fund residual long term assets and liabilities to governmental funds are not included in the Statement of Activities.	5,986,707
--	-----------

Contributions to the pension plan in the current fiscal year are not included in the Statement of Activities	9,399,306
--	-----------

Contributions to the OPEB plan in the current fiscal year are not included in the Statement of Activities	1,816,736
---	-----------

Revenues received that are measurable but unavailable are recorded as deferred inflows in governmental funds. However, in the government-wide statement of activities, the revenues increase financial resources.	(2,572,349)
---	-------------

Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.

Lease revenue bonds	190,000
Capital lease obligations	503,689

Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues.

Increase in long-term claims liability	(408,416)
Increase in long-term compensated absences	(237,312)
Amortization of debt discount, premium and loss on refunding	26,941
OPEB expense	(1,869,128)
Pension expense	(13,901,911)
Decrease in accrued interest payable	1,583

Internal service funds are used by management to charge the costs of certain activities to individual funds. The net expense of certain activities of the internal service funds is reported with governmental activities.

886,275

<b>Change in Net Position of Governmental Activities</b>	<b>\$ 10,205,359</b>
--	----------------------

---

---

**PROPRIETARY FUND FINANCIAL STATEMENTS**

*This page intentionally left blank.*

## PROPRIETARY FUND FINANCIAL STATEMENTS

**Water Fund** - This fund accounts for the operation of the City's water utility, a self-supporting activity which provides services on a user charge basis to residences and businesses.

**Sewer Fund** - This fund accounts for the maintenance of the City's sewer lines and related facilities. It is a self-supporting activity which provides services on a user charge basis to residences and businesses.

**Marina Fund** - This fund accounts for the operation of the City's Marina, which includes renting berths and fueling boats.

**Prewett Water Park** - This fund accounts for the operation of the Prewett Water Park, an aquatic recreational park. This fund was consolidated into the Recreation Programs Special Revenue Fund during fiscal year 2019.

**Internal Service Funds** - These funds account for the maintenance and replacement of vehicles and equipment; the operation, maintenance, and replacement of office equipment used by City departments; charges for workers' compensation expenses; charges for loss control, on a cost-reimbursement basis.



*This page intentionally left blank.*

**City of Antioch**  
**Statement of Net Position**  
**Proprietary Funds**  
**June 30, 2019**

	Business-type Activities - Enterprise Funds					Governmental
	Water	Sewer	Marina	Non-major	Total	Internal
				Prewett Water Park		Service Funds
<b>ASSETS</b>						
Current assets:						
Cash and investments	\$ 58,149,095	\$ 14,452,525	\$ 1,251,185	\$ -	\$ 73,852,805	\$ 7,667,423
Accounts receivables, net	4,639,431	742,683	61	-	5,382,175	6,202
Materials, parts and supplies	331,580	-	39,823	-	371,403	229,513
Prepaid items	89,111	44,527	-	-	133,638	156,513
Total current assets	63,209,217	15,239,735	1,291,069	-	79,740,021	8,059,651
Noncurrent assets:						
Capital assets:						
Nondepreciable:						
Land	1,002,231	14,553	469,953	-	1,486,737	-
Construction in progress	5,101,370	800,113	161,086	-	6,062,569	-
Depreciable:						
Water and sewer pipes	69,101,058	66,822,312	-	-	135,923,370	-
Structures and improvements	56,723,690	12,529,927	14,312,179	-	83,565,796	267,474
Vehicles and equipment	3,802,143	425,447	137,082	-	4,364,672	11,553,455
Less accumulated depreciation	(55,878,388)	(23,592,089)	(9,341,236)	-	(88,811,713)	(9,644,016)
Total capital assets	79,852,104	57,000,263	5,739,064	-	142,591,431	2,176,913
<b>Total assets</b>	<b>143,061,321</b>	<b>72,239,998</b>	<b>7,030,133</b>	<b>-</b>	<b>222,331,452</b>	<b>10,236,564</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>						
Pension related amounts	276,729	296,550	17,813	-	591,092	-
Contributions to pension plan subsequent to the measurement date	1,174,041	543,799	34,654	-	1,752,494	-
Contributions to OPEB plan subsequent to the measurement date	179,133	67,079	-	-	246,212	-
<b>Total deferred outflows of resources</b>	<b>1,629,903</b>	<b>907,428</b>	<b>52,467</b>	<b>-</b>	<b>2,589,798</b>	<b>-</b>
<b>LIABILITIES</b>						
Current liabilities:						
Accounts payable	2,286,712	163,180	70,819	-	2,520,711	131,879
Accrued payroll	97,560	44,114	4,343	-	146,017	24,711
Interest payable	-	-	94,483	-	94,483	-
Deposits	331,848	-	46,210	-	378,058	-
Compensated absences - due within one year	37,987	8,499	318	-	46,804	15,583
Long Term Payable-DDSD due within one year	252,026	-	-	-	252,026	-
Long Term loan payable-SWRCB due within one year	134,141	-	-	-	134,141	-
Marina loans payable - due within one year	-	-	102,925	-	102,925	-
Total current liabilities	3,140,274	215,793	319,098	-	3,675,165	172,173
Noncurrent liabilities:						
Long Term Payable-DDSD	2,772,193	-	-	-	2,772,193	-
Long Term loan payable-SWRCB	415,490	-	-	-	415,490	-
Compensated absences - due in more than one year	341,884	76,490	2,864	-	421,238	140,245
Marina loans - due in more than one year	-	-	2,187,577	-	2,187,577	-
Net pension liability	12,357,665	5,021,938	545,963	-	17,925,566	-
Net OPEB liability	2,380,848	823,959	-	-	3,204,807	-
Total noncurrent liabilities	18,268,080	5,922,387	2,736,404	-	26,926,871	140,245
<b>Total liabilities</b>	<b>21,408,354</b>	<b>6,138,180</b>	<b>3,055,502</b>	<b>-</b>	<b>30,602,036</b>	<b>312,418</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Pension related amounts	999,166	-	-	-	-	-
OPEB related amounts	700,732	365,796	34,409	-	1,100,937	-
<b>Total deferred inflows of resources</b>	<b>1,012,501</b>	<b>470,222</b>	<b>34,409</b>	<b>-</b>	<b>1,517,132</b>	<b>-</b>
<b>NET POSITION</b>						
Net investment in capital assets	79,852,104	57,000,263	3,448,562	-	140,300,929	2,176,913
Unrestricted	42,418,265	9,538,761	544,127	-	52,501,153	7,747,233
<b>Total net position</b>	<b>\$ 122,270,369</b>	<b>\$ 66,539,024</b>	<b>\$ 3,992,689</b>	<b>\$ -</b>	<b>192,802,082</b>	<b>\$ 9,924,146</b>
Some amounts reported for business-type activities in the statement of net assets are different because certain internal service fund assets and liabilities are included with business-type activities.						(1,141,398)
Net position of business-type activities						<b>\$ 191,660,684</b>

See accompanying notes to the basic financial statements.

**City of Antioch**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**Proprietary Funds**  
**For the Fiscal Year Ended June 30, 2019**

	Business-type Activities - Enterprise Funds					Governmental
	Water	Sewer	Marina	Non-major	Total	Internal
				Prewett Water Park		Service Funds
<b>OPERATING REVENUES:</b>						
Charges for services	\$ 39,178,241	\$ 6,333,928	\$ 619,747	\$ -	\$ 46,131,916	\$ 5,842,092
Other revenue	61,949	262,856	10,518	-	335,323	65,815
<b>Total operating revenues</b>	<b>39,240,190</b>	<b>6,596,784</b>	<b>630,265</b>	<b>-</b>	<b>46,467,239</b>	<b>5,907,907</b>
<b>OPERATING EXPENSES:</b>						
Wages and benefits	6,568,679	3,206,388	282,554	-	10,057,621	1,730,023
Utilities	1,709,253	-	53,696	-	1,762,949	-
Contractual services	13,751,235	1,983,327	238,112	-	15,972,674	2,328,715
Tools and supplies	6,050,039	238,665	98,052	-	6,386,756	679,252
Depreciation	2,343,240	1,420,654	383,589	-	4,147,483	373,749
Repairs and maintenance	101,631	54,075	2,033	-	157,739	436,401
<b>Total operating expenses</b>	<b>30,524,077</b>	<b>6,903,109</b>	<b>1,058,036</b>	<b>-</b>	<b>38,485,222</b>	<b>5,548,140</b>
<b>OPERATING INCOME (LOSS)</b>	<b>8,716,113</b>	<b>(306,325)</b>	<b>(427,771)</b>	<b>-</b>	<b>7,982,017</b>	<b>359,767</b>
<b>NONOPERATING REVENUES (EXPENSES):</b>						
Gain (loss) from disposal of capital assets	-	-	-	-	-	33,929
Capital assets reassigned to governmental activities	-	-	-	(6,891,548)	(6,891,548)	-
Investment income	1,449,614	385,908	36,415	-	1,871,937	186,315
Investment (expense)	(10,016)	-	(103,442)	-	(113,458)	-
<b>Total nonoperating revenues (expenses)</b>	<b>1,439,598</b>	<b>385,908</b>	<b>(67,027)</b>	<b>(6,891,548)</b>	<b>(5,133,069)</b>	<b>220,244</b>
<b>INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS</b>	<b>10,155,711</b>	<b>79,583</b>	<b>(494,798)</b>	<b>(6,891,548)</b>	<b>2,848,948</b>	<b>580,011</b>
Capital contribution - connection fees	1,379,174	595,153	-	-	1,974,327	-
Transfer of net pension, OPEB, compensated absences to governmental activities	-	-	-	904,841	904,841	-
Transfers in	-	-	-	-	-	540,273
Transfers (out)	(1,532,873)	(1,515,108)	(1,793)	(4,860)	(3,054,634)	-
<b>CHANGE IN NET POSITION</b>	<b>10,002,012</b>	<b>(840,372)</b>	<b>(496,591)</b>	<b>(5,991,567)</b>	<b>2,673,482</b>	<b>1,120,284</b>
<b>NET POSITION:</b>						
Beginning of year	112,268,357	67,379,396	4,489,280	5,991,567		8,803,862
End of year	<u>\$ 122,270,369</u>	<u>\$ 66,539,024</u>	<u>\$ 3,992,689</u>	<u>\$ -</u>		<u>\$ 9,924,146</u>

Some amounts reported for business-type activities in the statement of activities are different because the net revenue (expense) of certain internal service funds is reported with business-type activities.

	234,009
Change in net position of business-type activities	<u>\$ 2,907,491</u>

**City of Antioch**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**For the Fiscal Year Ended June 30, 2019**

	Business-type Activities - Enterprise Funds					Governmental
	Non-major				Total	Internal
	Water	Sewer	Marina	Prewett Water Park		Service Funds
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>						
Cash receipt from customers	\$39,363,877	\$ 6,572,588	\$ 641,065	\$ 802	\$ 46,578,332	\$ -
Cash receipt from other funds	-	-	-	-	-	5,906,157
Cash paid to suppliers for goods and services	(21,860,723)	(2,259,079)	(374,242)	(98,111)	(24,592,155)	(3,489,215)
Cash paid to employees for services	(6,184,511)	(2,906,909)	(237,690)	(38,101)	(9,367,211)	(1,761,262)
Net cash provided by (used in) operating activities	11,318,643	1,406,600	29,133	(135,410)	12,618,966	655,680
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>						
Transfers in	-	-	-	-	-	540,273
Transfers (out)	(1,532,873)	(1,515,108)	(1,793)	(4,860)	(3,054,634)	-
Net cash provided by (used in) noncapital financing activities	(1,532,873)	(1,515,108)	(1,793)	(4,860)	(3,054,634)	540,273
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>						
Capital asset additions	(2,640,761)	(483)	(150,496)	-	(2,791,740)	(558,710)
Capital contributions	1,379,174	595,153	-	-	1,974,327	-
Principal paid on bonds	-	-	(98,528)	-	(98,528)	-
Interest paid on bonds	(10,016)	-	(107,506)	-	(117,522)	-
Net cash provided by (used in) capital and related financing activities	(1,271,603)	594,670	(356,530)	-	(1,033,463)	(558,710)
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>						
Interest received	1,449,614	385,908	36,415	-	1,871,937	186,315
Net cash provided by (used in) investing activities	1,449,614	385,908	36,415	-	1,871,937	186,315
Net change in cash and cash equivalents	9,963,781	872,070	(292,775)	(140,270)	10,402,806	823,558
<b>CASH AND CASH EQUIVALENTS:</b>						
Beginning of year	48,185,314	13,580,455	1,543,960	140,270	63,449,999	6,843,865
End of year	\$58,149,095	\$14,452,525	\$ 1,251,185	\$ -	\$ 73,852,805	\$ 7,667,423
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:</b>						
Operating income (loss)	\$ 8,716,113	\$ (306,325)	\$ (427,771)	\$ -	\$ 7,982,017	\$ 359,767
Adjustments to reconcile operating income (loss) to cash flows from operating activities:						
Depreciation	2,343,240	1,420,654	383,589	-	4,147,483	373,749
Decrease (increase) in:						
Accounts receivable	46,421	(24,196)	6,359	39,275	67,859	(1,750)
Materials, parts, and supplies	74,056	-	-	-	74,056	(50,130)
Prepaid items	14,802	(33,939)	-	2,393	(16,744)	(52,697)
Deferred outflows of resources for pensions/OPEB	1,046,749	620,635	72,612	-	1,739,996	-
Increase (decrease) in:						
Accounts payable	(337,423)	50,927	17,651	(100,504)	(369,349)	57,980
Accrued payroll	23,527	5,590	607	(38,101)	(8,377)	3,509
Deposits	77,266	-	4,441	(28,379)	53,328	-
Deferred revenue	-	-	-	(10,094)	(10,094)	-
Accrued compensated absences	1,021	(1,438)	(3,738)	-	(4,155)	(34,748)
Net pension liability	(913,407)	(484,550)	(45,477)	-	(1,443,434)	-
Net OPEB liability	(128,198)	(42,029)	-	-	(170,227)	-
Deferred inflows of resources for pensions/OPEB	354,476	201,271	20,860	-	576,607	-
Net cash provided by (used in) operating activities	\$11,318,643	\$ 1,406,600	\$ 29,133	\$ (135,410)	\$ 12,618,966	\$ 655,680
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES:</b>						
Contributions (donations) of capital assets to/from the general government	\$ -	\$ -	\$ -	\$ (6,891,548)	\$ (6,891,548)	\$ -
Total noncash capital and related financing activities	\$ -	\$ -	\$ -	\$ (6,891,548)	\$ (6,891,548)	\$ -

See accompanying notes to the basic financial statements.

*This page intentionally left blank.*

**FIDUCIARY FUND FINANCIAL STATEMENTS**

*This page intentionally left blank.*

## FIDUCIARY FUND FINANCIAL STATEMENTS

**Successor Agency Private Purpose Trust Fund** - This fund accounts for the assets and liabilities held by the City as Successor Agency to the Antioch Development Agency.

**Agency Funds** - This funds accounts for assets held by the City in the capacity of agent for individuals (refundable cash bonds and employee benefits), other governmental agencies (Fire Protection District and ECWMA) and special assessment debt without city commitmen



*This page intentionally left blank.*

**City of Antioch**  
**Statement of Fiduciary Fund Assets and Liabilities**  
**Fiduciary Funds**  
**June 30, 2019**

	<b>Successor Agency Private Purpose Trust Fund</b>	<b>Agency Funds</b>
<b>ASSETS</b>		
Cash and investments	\$ 2,071,267	\$ 4,929,500
Accounts receivable	-	60
Interest receivable	223	-
Prepaid Items	1,949	-
Restricted cash and investments	149,621	-
Capital assets:		
Nondepreciable	96,493	-
<b>Total assets</b>	<b>2,319,553</b>	<b>\$ 4,929,560</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Deferred loss on refunding	131,950	-
<b>LIABILITIES</b>		
Accounts payable	-	4,234,763
Interest payable	133,437	-
Due to City of Antioch	1,675,796	-
Due to others	-	694,797
Long-term obligations:		
Due within one year	830,876	-
Due beyond one year	19,278,607	-
<b>Total liabilities</b>	<b>21,918,716</b>	<b>\$ 4,929,560</b>
<b>NET POSITION</b>		
Held in trust for enforceable obligations of the former Antioch Development Agency	<b>\$ (19,467,213)</b>	

See accompanying notes to the basic financial statements.

**City of Antioch**  
**Statement of Changes in Fiduciary Net Position**  
**Fiduciary Funds**  
**For the Fiscal Year Ended June 30, 2019**

---

	<b>Successor Agency Private Purpose Trust Fund</b>
<b>ADDITIONS</b>	
Contributions:	
Redevelopment Property Tax Trust Fund	\$ 2,891,332
Investment earnings:	
Investment income and rentals	37,185
<b>Total additions</b>	<b>2,928,517</b>
<b>DEDUCTIONS</b>	
Administrative expenses	39,803
Enforceable obligations	674,166
<b>Total deductions</b>	<b>713,969</b>
 <b>Change in net position</b>	 <b>2,214,548</b>
<b>NET POSITION:</b>	
Beginning of year	(21,681,761)
End of year	<u>\$ (19,467,213)</u>

See accompanying notes to the basic financial statements.



**NOTE 1 - THE FINANCIAL REPORTING ENTITY**

**(a) Reporting Entity**

The City of Antioch, California (the "City"), operates under the Council-Manager form of government and provides the following services: police, highways and streets, sanitation, health services, culture-recreation, public improvements, planning and zoning, general administration services, and water.

The governmental reporting entity consists of the City (Primary Government) and its component units. Component units are legally separate organizations for which the City is financially accountable or other organizations whose nature and significant relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. Financial accountability is defined as the appointment of a voting majority of the component unit's board, and (1) either the City's ability to impose its will on the organization or (ii) there is potential for the organization to provide a financial benefit to or impose a financial burden on the City.

The basic financial statements include a blended component unit. The blended component unit, although a legally separate entity is, in substance, part of the City's operations and so data from this unit is combined with data of the primary government.

For financial reporting purposes, the City's basic financial statements include all financial activities that are controlled by or are dependent upon actions taken by the City's Council. The financial statements of the individual component unit may be obtained by writing to the City of Antioch, Finance Department, P.O. Box 5007, Antioch, CA 94531-5007.

**(b) Blended Component Unit**

*Antioch Public Financing Authority*

The Antioch Public Financing Authority (APFA) was formed for the purpose of financing the Water Treatment Plant Expansion, the Police Facilities Projects and other infrastructure improvements. The APFA and the City have a financial and operational relationship, which requires that the APFA's financial statements be blended into the City's financial statements. The APFA's Board consists exclusively of all five members of the City Council.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**(a) Basis of Presentation**

*Government-wide Financial Statements*

The statement of net position and statement of activities display information about the primary government (the City) and its component units. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities except for interfund services provided and used. These statements distinguish between the governmental and business-type activities of the City. Governmental activities, which normally are supported by taxes and intergovernmental revenues and other non-exchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function; and, therefore, are clearly identifiable to a particular function. Program revenues include 1) fees, fines and charges paid by the recipients of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**

---



Revenues that are not classified as program revenues, including all taxes, are presented instead as general revenues.

*Fund Financial Statements*

The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Separate statements for each fund category - *governmental, proprietary and fiduciary* - are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are separately aggregated and reported as non major funds.

Proprietary funds distinguish operating revenues and expenses and non operating items. Operating revenues and expenses generally result from providing services in connection with the fund's principal ongoing operations. The principal operating revenues of the City's enterprise and internal service funds are charges for customer services including: water and sewer charges, marina and water park fees, equipment maintenance and usage fees, and support charges. Operating expenses for enterprise funds and internal service funds include the cost of services, administrative expenses and depreciation on capital assets. All other revenues and expenses not meeting this definition are reported as non operating revenues and expenses.

The City reports the following major governmental funds:

- The *General Fund* is used to account for all of the general revenues of the City not specifically levied or collected for other City funds and the related expenditures. The General Fund accounts for all financial resources of the City which are not accounted for in another fund. For the City, the General Fund includes such activities as general government, public works, public safety, parks and recreation and community development.
- The *Housing Successor Fund* was established by the City with when it elected to become the Housing Successor to the Antioch Development Agency with the abolishment of redevelopment under AB 1X 26. This fund accounts for the administration of housing activities of the former Low and Moderate Income Housing Fund of the redevelopment agency. Sources of revenue for this Special Revenue Fund include housing loan repayments, interest and deferred set-aside repayment from the Successor Agency Trust Fund.
- The *Capital Improvement Fund* accounts for resources used to construct or acquire capital assets and make capital improvements.

The City reports the following major enterprise funds:

- The *Water Fund* accounts for the operation of the City's water utility, a self-supporting activity, which provides services on a user charge basis to residences and businesses.
- The *Sewer Fund* accounts for the maintenance of the City's sewer lines and related facilities. It is a self-supporting activity, which provides services on a user charge basis to residences and businesses.
- The *Marina Fund* accounts for the operation of the City's Marina Complex, which includes renting berths and fueling boats to the public.
- The *Prewett Water Park Fund (non-major)* accounted for or the operation of the City's Prewett Water Park. This fund was closed into the Recreation Programs Special Revenue Fund during the fiscal year.

The City reports the following additional fund types:

- *Internal Service Funds* account for the maintenance and replacement of vehicles and equipment; the operation, maintenance, and replacement of office equipment used by City departments; charges for workers' compensation expenses; and charges for loss control, on a cost-reimbursement basis.



- *Agency Funds* account for assets held by the City in the capacity of agent for individuals (refundable cash bonds and employee benefits), and other governmental agencies (Fire Protection District and ECWMA).

*Private Purpose Trust Funds* account for the assets and liabilities held by the City as Successor Agency to the Antioch Development Agency.

**(b) Measurement Focus, Basis of Accounting**

The government-wide, proprietary and fiduciary fund financial statements are reported using the economic resources measurement focus. Agency funds have no measurement focus. The government-wide and proprietary fund financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non exchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales tax, grants, entitlements and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from sales tax are recognized when the underlying transactions take place. Revenues from grants, entitlements and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Property and sales taxes, interest, certain state and federal grants and charges for services are accrued when their receipt occurs within sixty days after the end of the accounting period so as to be both measurable and available. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to claims and judgments are recorded only when payment is due. General capital assets acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financing sources.

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants and general revenues. Thus, when program expenses are incurred, there is both restricted and unrestricted net position available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants, and then by general revenues. With respect to the gas tax fund, it is the City's policy to first apply revenues other than the gas tax itself to expenditures incurred within that program.

The City applies all applicable GASB pronouncements including all NCGA Statements and Interpretations currently in effect.

**(c) Internal Investment Pool**

The City maintains an internal investment pool that is available for use by all funds. Investments in non-participating interest earning contracts (including guaranteed investment contracts) are reported at cost, and all other investments at fair value. Fair value is determined annually and is based on current market prices. The method of allocating interest earned on pooled deposits and investments among funds is based on average cash balances.



For purposes of the accompanying statement of cash flows for the enterprise and internal service funds, cash equivalents are defined as investments with original maturities of 90 days or less, which are readily convertible to known amounts of cash. The City considers all pooled cash and investments (consisting of cash and investments and restricted cash and investments) held by the City as cash and cash equivalents because the pool is used essentially as a demand deposit account from the standpoint of the funds. The City also considers all non-pooled cash and investments (consisting of cash with fiscal agent and restricted cash and investments held by fiscal agent) as cash and cash equivalents because investments meet the criteria for cash equivalents defined above.

**(d) Receivables**

During the course of normal operations, the City carried various receivable balances for taxes, interest, services, loan, utilities and special assessments. Accounts receivables are shown net of an allowance for doubtful accounts of \$496,107 in the General Fund and \$396,170 in the Water Enterprise Fund.

**(e) Materials, Parts and Supplies**

Material, parts and supplies are valued at average cost. Material, parts and supplies recorded in the internal service funds consist of expendable supplies for consumption. The cost is recorded as an expense at the time individual inventory items are consumed. Material, parts and supplies recorded in the Marina Enterprise Fund consists primarily of merchandise held for resale to the public.

**(f) Loans Receivable**

For the purposes of the governmental funds financial statements, expenditures related to long-term loans arising from loan subsidy programs are recorded as a loan receivable upon funding. The balance of the long-term loans receivable includes loans that may be forgiven if certain terms and conditions of the loans are met. For purposes of both the governmental and government-wide financial statements, long-term loans are net of an allowance.

**(g) Bond Issuance Costs, Original Issue Discounts and Premiums and Refunding of Debt**

In the government-wide financial statements and the proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Bond premiums and discounts, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. Issuance costs, whether or not withheld from the actual debt proceeds received are reported as debt service expenditures.

Gains or losses occurring from advance refunding, completed subsequent to June 30, 1993, are deferred and amortized into expense for both business-type activities and proprietary funds. For governmental activities, they are deferred and amortized into expense if they occurred subsequent to June 30, 2001.



**(h) Capital Assets**

Capital assets (including infrastructure) are recorded at historical cost or at estimated historical cost if actual historical cost is not available. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangements are recorded at acquisition value rather than fair value. Capital assets include public domain (infrastructure) general capital assets consisting of certain improvements including roads, bridges, water/sewer, lighting systems, drainage systems, and flood control. The City defines capital assets as assets with an estimated useful life in excess of one year and an initial, individual cost of \$5,000 or more. Capital assets used in operations are depreciated or amortized (assets under capital leases) using the straight-line method over the lesser of the capital lease period or their estimated useful lives in the government-wide statements and proprietary funds.

The estimated useful lives are as follows:

Infrastructure	20 to 50 years
Water and Sewer Pipes	75 years
Structures and Improvements	10-30 years
Equipment	5-20 years
Vehicles	5-15 years

Maintenance and repairs are charged to operations when incurred. Betterments and major improvements, which significantly increase values, change capacities or extend useful lives, are capitalized. Upon sale or retirement of capital assets, the cost and related accumulated depreciation are removed from the respective accounts and any resulting gain or loss is included in the results of operations.

**(i) Property Taxes and Special Assessments Revenue**

Revenue is recognized in the fiscal year for which the tax and assessment are levied. The County of Contra Costa levies, bills and collects property taxes and special assessments for the City; under the County's "Teeter Plan", the County remits the entire amount levied and handles all delinquencies, retaining interest and penalties.

Taxes are levied for each fiscal year on taxable real and personal property situated in the County. The levy is based on the assessed values as of the preceding January 1st, which is also the lien date. Property taxes on the secured roll are due in two installments: November 1st and February 1st and become delinquent after December 10th and April 10th, respectively. Supplemental property taxes are levied based on changes in assessed values between the date of real property sales or construction completion and the preceding assessment date. The additional supplemental property taxes are prorated from the first day of the month following the date of such occurrence. Property taxes on the unsecured roll are due on the lien date (January 1), and become delinquent if unpaid by August 31st.

Special assessment districts are established in various parts of the City to provide improvements to properties located in those districts. Properties are assessed for the cost of improvements; these assessments are payable over the term of the debt issued to finance the improvements.

**(j) Accumulated Compensated Absences**

The City accrues the cost for compensated absences (vacation, sick leave and comp time) when they are earned. City employees have a vested interest in accrued vacation time and all vacation hours will eventually either be used or paid by the City. Generally, employees earn and use their current vacation hours with a small portion being accrued or unused each year. As this occurs, the City incurs an obligation to pay for these unused hours. Sick leave benefits are only vested for employees with more than 10 years of service, up to a maximum of 40% of 800 hours.





**(k) Interfund Transactions**

Interfund transactions are reflected as either loans, services provided, reimbursements or transfers. Loans are reported as receivables and payables as appropriate, are subject to elimination upon consolidation and are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as "internal balances". Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not available financial resources.

Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers within governmental or proprietary funds are netted as part of the reconciliation to the government-wide presentation.

**(l) Pensions**

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plans (Plans) and Public Agency Retirement System (PARS) plan and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS and PARS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2017
Measurement Date	June 30, 2018
Measurement Period	June 30, 2017 to June 30, 2018

Pension liabilities and related costs are allocated to proprietary funds based on each fund's proportionate share of the total current contribution. As Internal Service funds mainly serve governmental funds, pension liabilities and related costs for those employees are accounted for in governmental activities.

**(m) Other Postemployment Benefits (OPEB)**

For purposes of measuring the net OPEB liability and deferred outflows/inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City of Antioch CERBT plan (OPEB Plan) and additions to/deductions from the OPEB Plans' fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2017
Measurement Date	June 30, 2018
Measurement Period	June 30, 2017 to June 30, 2018

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



OPEB liabilities and related costs are allocated to proprietary funds based on each fund's proportionate share of the total contribution in each sub-plan. As Internal Service funds mainly serve governmental funds, OPEB liabilities and related costs for those employees are accounted for in governmental activities.

**(n) Estimates**

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**(o) New Pronouncements**

In fiscal year 2019, the City adopted the following Governmental Accounting Standards Board Statements and some were not applicable:

- GASB Statement No. 83, *Certain Asset Retirement Obligations* - This statement has no impact on the City. There was no effect on net position as part of implementation of this standard.
- GASB Statement No. 88, *Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements* - There was no effect on net position as part of the implementation of this standard. Debt disclosures have been updated accordingly.

**NOTE 3 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY**

**(a) Expenditures in Excess of Budget**

Expenditures in the funds below exceeded appropriations by the amounts indicated, largely because budgets were not revised for higher than anticipated expenditures. Sufficient resources were available to finance these expenditures, primarily in the form of higher revenues and transfers than expected or from available fund balance.

	Appropriated Final Budget	Actual Expenditures	Excess
Nonmajor Special Revenue Funds:			
Recreation Programs	\$ 3,497,004	\$ 3,689,444	\$ (192,440)
Park 1A Maintenance District	49,482	49,943	(461)
Street Impact	788	999	(211)
Traffic Safety	110	113	(3)
CFD 2016-01 Police Protection	97	1,270	(1,173)
CFD 2018-02 Police Protection	322	1,942	(1,620)
Nonmajor Capital Project Funds:			
Development Impact Fee	1,569	1,936	(367)

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**NOTE 4 - CASH AND INVESTMENTS**

**(a) Cash and Investment Balances**

The City has the following cash and investments at June 30, 2019:

Cash and investments:	
Petty cash	\$ 6,650
Deposits in banks	68,838,705
Total cash	<u>68,845,355</u>
Certificate of Deposit	9,863,225
U.S. Government securities	28,882,340
U.S. Government agencies	12,079,707
Medium-term corporate notes	18,262,949
Asset Backed Securities	11,022,147
California Asset Management Program	10,017,658
California Local Agency Investment Fund	6,508,349
Total investments	<u>96,636,375</u>
Total cash and investments	<u>165,481,730</u>
Restricted cash and investments:	
Money market	149,621
Total restricted cash and investments	<u>149,621</u>
Total	<u>\$ 165,631,351</u>

Cash and investments are presented on the Statement of Net Position as follows at June 30, 2019:

	Fiduciary Funds		Total
	Government-Wide Statement of Net Assets	Statement of Assets and Liabilities	
Cash and investments	\$ 158,480,963	\$ 7,000,767	\$ 165,481,730
Restricted cash and investments	-	149,621	149,621
Total	<u>\$ 158,480,963</u>	<u>\$ 7,150,388</u>	<u>\$ 165,631,351</u>

The City's dependence on property tax receipts, which are received semi-annually, requires it to maintain significant cash reserves to finance operations during the remainder of the year. The City pools cash from all sources and all funds, except amounts required to be held with fiscal agents, so that it can be safely invested at maximum yield and liquidity. Investment income is allocated among funds on the basis of average month-end cash balances.

Restricted cash and investments at June 30, 2019 was \$149,621, which was held by trustees or fiscal agents. These funds may only be used for specific capital outlay or for the payment of certain bonds or tax allocation bonds, and have been invested only as permitted by State statutes or applicable City ordinance, resolution or bond indentures.



**(b) Cash Deposits**

The carrying amount of the City's cash deposits was \$68,845,355 at June 30, 2019. The bank balance at June 30, 2019, was \$70,345,282, which was fully insured and/or was collateralized with securities held by the pledging financial institutions in the City's name as described in the following paragraph.

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name. The fair value of pledged government securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total cash deposits. The City has waived collateral requirements for cash deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation or Savings Association Insurance Fund.

**(c) Investments**

The City's investment policy, bond indentures, and Section 53601 of the California Government Code allow the City to invest in the following types of investments:

- Securities of the U.S. Government or its agencies
- Certificates of Deposit
- Bankers' Acceptances
- Commercial Paper
- Investment Grade Medium Term Corporate Notes
- Repurchase Agreements
- Local Agency Investment Fund Deposits
- Insured Savings Accounts or Money Market Accounts
- Guaranteed Investment Contracts
- Collateralized Mortgage Obligations
- Mutual funds as permitted by the Code

The City did not enter into reverse repurchase agreements during the year ended June 30, 2019.

At June 30, 2019, the City's investment position in the State of California Local Agency Investment Fund (LAIF) was \$6,508,349. This amount reflects the City's fair value share in the pool. A factor of 1.001711790% was used to determine the fair value. The total amount invested by all public agencies in LAIF at that day was \$105,739,564,676. Of that amount, 98.23% is invested in non derivative financial products and 1.77%, as compared to 2.67% in previous year, in structured notes and asset-backed securities. The Local Investment Advisory Board (Board) has oversight responsibility for LAIF. The Board consists of five members as designated by State Statute. The value of the pool shares in LAIF, which may be withdrawn, is determined on an amortized cost basis, which is different than the fair value of the City's position in the pool. Information is not available on whether the mutual funds in which the City has invested used, held or wrote derivative products during the fiscal year ended June 30, 2019.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**(d) Investment Valuation**

Investments (except for money market accounts, time deposits, and commercial paper) are measured at fair value on a recurring basis. Recurring fair value measurements are those that Governmental Accounting Standards Board (GASB) Statements require or permit in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investment fair value measurements at June 30, 2019 are provided by our custodian bank and described below. There are no securities classified in Level 3. Fair value is defined as the quoted market value on the last trading day of the period. Investments included in restricted cash and investments included money market accounts not subject to fair value measurement.

Investment Type	Fair Value	Fair Value Measurement Using		
		Level 1	Level 2	Level 3
Securities of U.S. Government				
Treasury and Agencies:				
Supra-National Agencies	\$ 4,113,945	\$ -	\$ 4,399,519	\$ -
Federal Home Loan Banks (FHLB)	1,616,952	-	1,616,952	-
Federal Home Loan Mortgage Corp (FHLMC)	743,835	-	743,835	-
Freddie Mac	346,421	-	346,421	-
Federal National Mortg Assoc Notes (FNMA)	376,949	-	376,949	-
US Treasuries	28,882,339	28,882,339	-	-
Fannie Mae	3,229,384	-	3,229,384	-
Municipal Bonds	1,652,221	-	1,652,221	-
Asset Back Securities	11,022,147	-	11,022,147	-
Corporate Notes	18,262,950	-	18,262,950	-
Certificates of Deposit	9,863,225	-	9,863,225	-
Total investments subject to fair value	\$ 80,110,368	\$ 28,882,339	\$ 51,513,603	\$ -
<u>Investments not subject to fair value leveling disclosure:</u>				
Local Agency Investment Fund	6,508,349			
California Asset Management Program (CAMP)	10,017,658			
Money Market	149,621			
<b>Total Investments</b>	<b>\$ 96,785,996</b>			

Treasury securities categorized as Level 1 are valued based on prices quoted in active markets for those securities. Supra National Agencies, Federal Home Loan Banks, Federal Home Loan Mortgage Corporate Notes, Federal National Mortgage Association Notes and Corporate Notes categorized as Level 2 are valued based on matrix pricing which use observable market inputs such as yield curves and market indices that are derived principally from or corroborated by observable market data by correlation to other means.

**(e) Interest Rate Risk**

As a means of limiting its exposure to fair value losses arising from interest rates, the City's investment policy limits investments to a maximum maturity of five years.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



At June 30, 2019, the City had the following investment maturities:

Investment Type	Fair Value	Investment Maturities (In Years)		
		Less than 1	1 to 2	2 to 3
U.S. Government securities	\$ 28,882,341	\$ -	\$ 3,547,729	\$ 25,334,612
U.S. Government agencies	12,079,706	795,188	5,482,450	5,802,068
Medium-term corporate notes	18,262,949	2,535,465	6,989,320	8,738,164
Asset-Backed securities	11,022,147	-	8,032	11,014,115
Certificate of Deposit	9,863,225	-	3,765,952	6,097,273
<b>Total</b>	<b>\$ 80,110,368</b>	<b>\$ 3,330,653</b>	<b>\$ 19,793,483</b>	<b>\$ 56,986,232</b>

**(f) Credit Risk**

State law limits investments in commercial paper and corporate bonds to the top two ratings issued by nationally recognized statistical rating organizations (NRSROs). It is the City's policy to limit its investments in these investment types to the top rating issued by NRSROs, including raters Standard & Poor's and Moody's Investor's Service. At June 30, 2019, the City's credit risks, expressed on a percentage basis, were as follows:

Credit Quality Distribution for Securities with Credit Exposure as a Percentage of Total Investments
--

Investment Type	S&P's Credit Rating	% of Investments
U.S. Government securities	AA+	7.88%
U.S. Government agencies	AAA	5.14%
U.S. Government agencies	AA+	36.05%
U.S. Government agencies	AA-	1.07%
U.S. Government agencies	A	0.99%
Medium-term corporate notes	AA+	0.51%
Medium-term corporate notes	AAA	0.19%
Medium-term corporate notes	AA	1.53%
Medium-term corporate notes	AA-	1.78%
Medium-term corporate notes	A+	4.12%
Medium-term corporate notes	A	7.88%
Medium-term corporate notes	A-	2.94%
Certificate of Deposit	A-1+	0.94%
Certificate of Deposit	A-1	3.76%
Certificate of Deposit	AA-	3.79%
Certificate of Deposit	A+	1.88%
Certificate of Deposit	A	1.93%
Asset-Backed securities	AAA	10.02%
Asset-Backed securities	NR	3.74%
		100.00%

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**(g) Custodial Credit Risk**

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. None of the City's investments were subject to custodial credit risk.

**NOTE 5 - MEASURE C AND MEASURE W SALES TAX**

On June 11, 2013, the City Council approved Ordinance No. 2068-C-S providing for a half cent local transactions and use tax, which was approved by a majority of the electorate on November 5, 2013 and is referred to as Measure C, *Restoring Antioch Services Sales Tax*. The term of the tax is seven years from April 1, 2014 and requires the establishment of an oversight committee to review receipt and expenditure of funds. Although the tax was passed as a general measure, the City Council has committed use of the funds to enhance Police and Code Enforcement services and any unspent Measure C funds in any given fiscal year are carried forward into the next year for spending by the Police Department.

In order to calculate Measure C spending and balance remaining each fiscal year for the Police Department (PD), the City Council established a baseline budget figure from 2013-14 of \$26,560,004 for the Police Department to be used each succeeding fiscal year that would be considered non Measure C funded expenditures out of the General Fund. Anything spent beyond the baseline budget figure each year up to the amount of Measure C monies available is considered Measure C expenditures. Each year the City projects the total Measure C revenue to be received and adds any remaining Measure C funds from the prior fiscal year to the baseline budget for the total amount of General Fund and Measure C revenues allotted the Police Department in that fiscal year.

In fiscal year 2019, \$5,721,347 in Measure C monies were received. Of this amount \$5,300,206 was allocated to Public Safety and \$421,141 was allocated and spent on Code Enforcement Services. The table below shows how the total available revenues for Police were determined in fiscal year 2019. That figure is then compared to the actual fiscal year 2019 Police Department expenditures to arrive at Public Safety Measure C spending at June 30, 2019.

	<b>Police</b>
	<b>Measure C Budget</b>
<b>13/14 Baseline Budget</b>	\$ 26,560,004
Measure C Fiscal Year 2019 actual receipts allocated to PD	5,300,206
Measure C carryover from Fiscal Year 2018	798,456
<b>Total Available Revenues</b>	<b>32,658,666</b>
Actual PD Expenditures	(37,093,974)
<b>Difference from budget</b>	<b>\$ (4,435,308)</b>

The next table shows the calculation of Measure C funds spent in fiscal year 2019 by the Police Department.

Measure C Fiscal Year 2019 Receipts allocated to PD	\$ 5,300,206
<b>Plus:</b> Fiscal Year 2018 Measure C carryover	798,456
<b>Sub-total Available Measure C Monies</b>	<b>6,098,662</b>
<b>Less:</b> Difference under Budget (table above)	-
<b>CALCULATED TOTAL OF MEASURE C FUNDING SPENT FOR POLICE SERVICES</b>	<b>\$ 6,098,662</b>

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



As total expenditures exceeded the baseline budget, all Measure C funds are considered spent as of June 30th with no carryover of funds to report.

In November 2018, voters approved Measure W effective April 1, 2019 which replaces Measure C, increases the sales tax to 1% and extends 20 years from the operative date. This is a general sales tax measure and can be spent on any General Fund purpose as directed by the City Council. For funds received during fiscal year 2019, Council directed the use of funds towards Police and Code Enforcement that aligned with the utilization of Measure C. During fiscal year 2019, the City received \$3,947,728 in 1% sales tax funds, allocating \$145,470 towards Code Enforcement expenditures and \$3,802,258 to Police expenditures.

**NOTE 6 - INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS**

**(a) Current Balances**

Current balances are expected to be repaid in the normal course of business during the following fiscal year. The City's balances represent loans to cover temporary shortages of cash in individual funds.

The composition of interfund balances as of June 30, 2019, is as follows:

Due to Other Funds	Due From Other Funds	
	General Fund	
Nonmajor Governmental Funds	\$	9,905
	\$	9,905

**(b) Due from Successor Agency Trust Fund**

At June 30, 2019, the Housing Fund has a receivable due from the Successor Agency Private Purpose Trust Fund in the amount of \$1,675,796. Prior to the dissolution of redevelopment, Health and Safety Code required Project Areas to annually set aside 20% of tax increment revenues for low and moderate income housing development. Project Area #1 was formed prior to the year this requirement was established and the Agency began repaying the unfunded set-aside in fiscal year 1997. With the dissolution of redevelopment pursuant to AB 1X 26 as amended by AB1484, this asset has been transferred to the Housing Successor Fund and related liability of the former Project Area #1 to the Successor Agency Trust. The liability is included on the Successor Agency's Enforceable Obligations Schedule and repayment resumed in the 2014-15 fiscal year as approved by the State of California Department of Finance.



**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**(c) Transfers to/from Other Funds**

Transfers are indicative of funding for capital projects, lease payments or debt service, subsidies of various City operations and re-allocations of special revenues. The following schedule summarizes transfers between funds. The most significant transfers which occurred were: \$1,010,000 from the Gas Tax Special Revenue Fund and \$1,391,708 from the Street Impact Special Revenue Fund to the General Fund to pay for street maintenance and \$1,749,287 from the General Fund to the Recreation Special Revenue Fund to subsidize operations.

<b>Transfers In</b>					
	General	Capital	Nonmajor	Internal	Total
	Fund	Improvement Capital Fund	Governmental Funds	Service	
General Fund	\$ -	\$ 238,310	\$ 3,211,787	\$ -	\$ 3,450,097
Nonmajor:					
Governmental Funds	3,237,803	125,499	2,488,567	-	5,851,869
Water Enterprise	10,000	1,250,065	12,643	260,165	1,532,873
Sewer Enterprise	10,000	1,225,000	-	280,108	1,515,108
Marina Enterprise	-	-	1,793	-	1,793
Prewett Water Park Enterprise	-	-	4,860	-	4,860
Total	<u>\$ 3,257,803</u>	<u>\$ 2,838,874</u>	<u>\$ 5,719,650</u>	<u>\$ 540,273</u>	<u>\$ 12,356,600</u>

**NOTE 7 - LOANS RECEIVABLE**

The composition of the City's governmental activities loans receivable including interest as of June 30, 2019, is as follows:

Rental and Housing Rehabilitation Loans	\$ 2,422,879
Multi-unit Rental Rehabilitation Loans:	
West Rivertown Apartments/Eden Housing Project	7,120,671
Antioch Recap Scattered Site Project	3,608,664
Rivertown Senior Housing	242,750
Hillcrest Terrace Project	1,487,829
Tabora Gardens	3,913,839
NSP Loans	31,915
Other loans	1,035,000
Allowance	(345,788)
Total governmental activities (net)	<u>\$ 19,517,759</u>



**(a) Rental and Housing Rehabilitation Loans**

The City administers rental and home improvement revolving loan funds using federal Community Development Block Grant (CDBG) funds and prior to 2013, redevelopment funds. The program provides below market rate loans, secured by deeds of trust, to eligible participants for rental and housing rehabilitation. Although payments for most loans are amortized over an established payment schedule, some loans allow for deferred payment of accrued interest and principal until the homeowner's property is sold or transferred, primarily for seniors and very low-income families. Repayments received from the outstanding loans are used to make additional rental and housing rehabilitation loans. Principal and interest outstanding balances at June 30, 2019 are \$2,422,879.

**(b) Multi-Unit Rental Rehabilitation Loans**

The City administers the following multi-unit rental improvement revolving loan funds using federal CDBG funds and prior to 2012, Antioch Development Agency Housing Set Aside monies.

*West Rivertown Apartments/Eden Housing Project*

The City and Agency have entered into three loan agreements with Eden Housing for the development of the West Rivertown Apartments. The agreements are as follows:

This project is the construction of a 57-unit, affordable housing townhouse development in the City's downtown with financing assistance from the Agency and several other agencies. In May 2000, the Agency entered into a disposition, development and loan agreement with Eden Rivertown Limited Partnership (the Developer). Under the terms of the loan agreement, the Developer must repay up to \$3,601,686 (maximum loan amount) to the Agency, which includes the purchase of the land from the Agency. The loan bears an interest rate of 3% per annum. The Developer is required to make annual payments of principal and interest to the Agency in the amount of 100% of residual receipts, less the portion of the residual receipts that is owed to Contra Costa County. Payments are to begin the July 1st after project completion and will end on the 55th anniversary date of the Agency promissory note dated February 11, 2002. Principal and interest outstanding at June 30, 2019 is \$5,331,317.

In 1994, the City loaned Community Housing Opportunities (CHOC) \$203,755 for the acquisition of property. CHOC determined that their planned development of this property was no longer feasible, and in November 2005, the City, the Agency, and CHOC agreed to the transfer of ownership of the property and loan to Eden Housing for the development of 40 units of affordable housing to expand the West Rivertown Project in the City's downtown. In order to complete the project, the Agency agreed to loan Eden Housing an additional \$1,458,400. The loan for \$203,755 is non-interest bearing and all principal and interest payments are deferred and will be forgiven at the expiration of the term. The loan for \$1,458,400 bears an interest rate of 3% per annum and will end on the 55th anniversary date of the issuance of certificates of occupancy by the City. Principal and interest outstanding on this loan at June 30, 2019 is \$1,585,599.

*Antioch Recap Scattered Site Project*

In November 2018, the City entered into a restructured loan agreement with Antioch Recap, L.P. The restructured loan agreement combines the existing Terrace Glen and Pinecrest Apartment loans into a single note and development project evidenced by a secured deed of trust. This development project consists of rehabilitating a 32-unit, multifamily rental housing development (Terrace Glen) and a 24-residential unit development (Pinecrest Apartments). Commencing November 1, 2018, the loan accrues simple interest at 3.22% compounding annually. Commencing on June 1, 2020, and on June 1 of each year thereafter, the borrower will pay the City's/Agency's pro-rata percentage of the lender's share of residual receipts to the extent there are residual receipts. Payments will be first credited against accrued interest and then against principal. Any outstanding principal and interest is due and payable no later than the 55th anniversary of the completion date of the rehabilitation project. Principal and interest outstanding at June 30, 2019 is \$3,608,664.



*Rivertown Senior Housing*

This project consists of a fifty-unit, affordable senior housing project. In September 1992, the former redevelopment agency made a commitment for \$442,750 in housing set-aside funds toward this project. In September 2001, the loan was amended to reduce the principal amount by \$200,000 to reflect funds not borrowed for the project. The loan is noninterest bearing and secured by a deed of trust with affordable housing requirements for 40 years. The balance of the loan is due and payable on October 1, 2033. Principal outstanding at June 30, 2019 is \$242,750.

*Hillcrest Terrace Project*

This project consists of a 65-unit affordable senior housing project. In October 1998, the former redevelopment agency made a commitment for \$731,175 in housing set-aside funds towards this project. Commencing on the first date of disbursement, the loan accrues simple interest at 3% per annum. The 55-year term loan is secured by a deed of trust. Commencing on the June 1 after project completion, and on June 1 of each year thereafter, the developer will pay the Agency one-half of the residual receipts to the extent there is residual receipts. Payments will be first credited against accrued interest and then against principal. Any outstanding principal and interest is due and payable in full in June 2055. In September 2001, the Agency made a commitment of an additional \$200,000 due and payable October 1, 2038. Principal and interest outstanding for these loans at June 30, 2019 is \$1,487,829.

*Tabora Gardens*

This project consists of acquisition and development of 85 units of senior, multifamily housing affordable to low income households. On June 6, 2011, the former redevelopment agency made a commitment for \$300,000 in housing set-aside funds toward this project. On September 1, 2016, the City and Housing Successor amended the loan agreement to provide \$819,639 in additional funding for the project. Commencing on the first date of disbursement, the loan accrues simple interest at 3% per annum. The 63-year loan term is secured by a deed of trust. The loan is fully deferred and payment in full, including interest, is due upon expiration of the term. Principal and interest outstanding at June 30, 2019 is \$3,913,839.

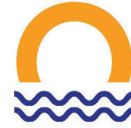
*NSP Loans*

The City provides loans of CDBG Neighborhood Stabilization Program funds to low and moderate income eligible persons that purchase homes through the NSP program implemented by Heart and Hands of Compassion. The loans are to assist in the purchase of the properties. The loans expire 30 years from the date of the notes, and payments of principal and interest are deferred until the end of the term. The unpaid principal balance, plus any shared appreciation, is due and payable upon expiration of the term, transfer of the property, or default. As of June 30, 2019, there are three loans outstanding totaling \$31,915.

**(c) Other Loans**

The Agency administers a first time homebuyer loan program for qualified applicants. Principal is due at the end of 30 years or upon default, refinancing, sale or transfer of the property. The Agency is also entitled to a pro-rata share of appreciation on the property when the principal is paid. As of June 30, 2019 there is \$1,035,000 of loans outstanding.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**NOTE 8 - CAPITAL ASSETS**

Capital asset activity for the year ended June 30, 2019 was as follows:

	Balance July 1, 2018	Additions	Reductions	Balance June 30, 2019
<b>Governmental activities</b>				
<i>Capital assets, not being depreciated</i>				
Land	\$ 13,421,504	\$ 2,071,730	\$ -	\$ 15,493,234
Construction in progress	5,783,597	3,456,297	5,074,891	4,165,003
Total capital assets, not being depreciated	19,205,101	5,528,027	5,074,891	19,658,237
<i>Capital assets, being depreciated</i>				
Infrastructure	419,612,478	-	-	419,612,478
Structures and improvements	82,397,689	23,331,664	-	105,729,353
Equipment	17,974,514	3,318,997	388,264	20,905,247
Total capital assets, being depreciated	519,984,681	26,650,661	388,264	546,247,078
<i>Less accumulated depreciation for:</i>				
Infrastructure	(185,431,563)	(8,407,948)	-	(193,839,511)
Structures and improvements	(28,871,940)	(14,730,233)	-	(43,602,173)
Equipment	(13,012,706)	(1,502,806)	388,264	(14,127,248)
Total accumulated depreciation	(227,316,209)	(24,640,987)	388,264	(251,568,932)
Total capital assets, being depreciated, net	292,668,472	2,009,674	-	294,678,146
Governmental activities capital assets, net	\$ 311,873,573	\$ 7,537,701	\$ 5,074,891	\$ 314,336,383
<b>Business-type activities</b>				
<i>Capital assets, not being depreciated</i>				
Land	\$ 3,558,467	\$ -	\$ 2,071,730	\$ 1,486,737
Construction in progress	4,740,057	1,322,512	-	6,062,569
Total capital assets, not being depreciated	8,298,524	1,322,512	2,071,730	7,549,306
<i>Capital assets, being depreciated</i>				
Water and sewer pipes	134,454,142	1,469,229	-	135,923,371
Structures and improvements	98,833,587	-	15,267,791	83,565,796
Equipment	6,701,841	-	2,337,169	4,364,672
Total capital assets, being depreciated	239,989,570	1,469,229	17,604,960	223,853,839
<i>Less accumulated depreciation for:</i>				
Water and sewer pipes	(34,453,749)	(1,812,312)	-	(36,266,061)
Structures and improvements	(58,810,635)	(2,247,214)	12,283,373	(48,774,476)
Equipment	(4,184,987)	(87,957)	501,767	(3,771,177)
Total accumulated depreciation	(97,449,371)	(4,147,483)	12,785,140	(88,811,714)
Total capital assets, being depreciated, net	142,540,199	(2,678,254)	4,819,820	135,042,125
Business-type activities capital assets, net	\$ 150,838,723	\$ (1,355,742)	\$ 6,891,550	\$ 142,591,431

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**

---



**Construction in Progress**

Construction in progress for governmental activities primarily represents work being performed on Lone Tree Way Pavement Overlay and Northeast Annexation improvements.

Construction in progress for business type activities primarily represents work performed on water treatment plant disinfection improvements, and sewer main replacement project.

**Depreciation**

Depreciation expense was charged to governmental functions as follows:

General government	\$	206,080
Public works		8,529,907
Public safety		763,570
Parks and recreation		14,742,506
Community development		25,176
Depreciation of capital assets held by the City's Internal Service Fund		<u>373,748</u>
Total depreciation expense - governmental functions	\$	<u><u>24,640,987</u></u>

Depreciation expense was charged to business-type activities functions as follow:

Water	\$	2,343,240
Sewer		1,420,654
Marina		<u>383,589</u>
Total depreciation expense - business-type functions	\$	<u><u>4,147,483</u></u>

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**NOTE 9 - LONG-TERM OBLIGATIONS**

**(a) Long-Term Debt Composition**

Long-term debt at June 30, 2019, consisted of the following:

Type of Indebtedness (Purpose)	Final Maturity	Annual Principal Installment	Interest Rates	Original Issue Amount	Outstanding at June 30, 2019
<b>Governmental Activities:</b>					
<b>Lease Revenue Bonds:</b>					
2015A Issue - ABAG Golf Course	5/1/31	\$334,750-347,167	2.00-5.00%	\$ 3,840,000	\$ 3,155,000
Total lease revenue bonds				3,840,000	3,155,000
<b>Capital Lease:</b>					
Honeywell Energy Retrofit	7/21/20	\$25,091-45,735	4.79%	4,050,000	580,091
Total governmental activities				7,890,000	3,735,091
<b>Business-type Activities:</b>					
<b>Loans Payable:</b>					
State of California Antioch Marina Loan	8/1/43	\$7,655-122,321	4.7-7.9%	6,500,000	2,290,502
SWRCB Planning Loan	7/1/23	\$85,188-115,629	1.60%	682,015	549,631
Total loans payable				7,182,015	2,840,133
<b>Long Term Payable:</b>					
Delta Diablo Recycled Water Program	12/31/30	\$248,176-251,638	0.077%	5,040,423	3,024,219
Total business-type activities				12,222,438	5,864,352
Total primary government				\$ 20,112,438	\$ 9,599,443

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**(b) Long-Term Obligation Activity**

Changes in long-term obligations for the year ended June 30, 2019 are as follows:

	Balance July 1, 2018	Increases	Decreases	Balance June 30, 2019	Amount Due Within One Year
<b>Governmental Activities</b>					
Lease Revenue Bonds	\$ 3,345,000	\$ -	\$ (190,000)	\$ 3,155,000	\$ 200,000
Unamortized Premium	445,466	-	(34,266)	411,200	-
Lease from direct borrowing	1,083,780	-	(503,689)	580,091	543,358
Claims Liability (Note 15)	705,939	756,340	(347,924)	1,114,355	278,973
Compensated Absences	2,674,769	385,834	(178,462)	2,882,141	288,214
<b>Total Governmental Activities</b>	<b>\$ 8,254,954</b>	<b>\$ 1,142,174</b>	<b>\$ (1,254,341)</b>	<b>\$ 8,142,787</b>	<b>\$ 1,310,545</b>
<b>Business-type Activities</b>					
Loans from direct borrowings	\$ 3,071,045	\$ -	\$ (230,912)	\$ 2,840,133	\$ 237,066
Long Term Payable -					
Delta Diablo Recycled Water Program	3,276,245	-	(252,026)	3,024,219	252,026
Compensated Absences	477,004	44,802	(53,764)	468,042	46,804
<b>Total Business-type Activities</b>	<b>\$ 6,824,294</b>	<b>\$ 44,802</b>	<b>\$ (536,702)</b>	<b>\$ 6,332,394</b>	<b>\$ 535,896</b>

The City's outstanding lease from direct borrowings related to governmental activities of \$580,091 contains a provision that in an event of default, the lessor may take whatever action at law or in equity may appear necessary or desirable to collect each rental payment payable as they become due and payable; may enter premises where the equipment is located and retake possession of equipment or require the City to return all equipment at City's expense; or by action pursuant to the California Code of Civil Procedure, may obtain the issuance of a writ of mandamus enforcing, for the entire balance of the remaining lease term, the duty of the City to appropriate and take all other necessary steps for payment of rental payments and other amounts due.

The City's direct borrowings related to business-type activities of \$2,840,133 consist of a State of California Department of Boating and Waterways (DBW) Marina loan in the amount of \$2,290,502 secured by gross revenues of the project area and a State Water Resources Control Board (SWRCB) planning loan in the amount of \$549,631 secured by a lien on and pledge of the Water Fund, net revenues. The outstanding loan from the DBW contains a provision that if the City remains in breach of any of the provisions of the loan contract after 90 days written notice, the Director of the DBW may take possession and operate or maintain the City's Marina until the loan is repaid in full with the income received from the Marina during this time applied to the reduction of interest and principal of the loan. The outstanding loan from the SCWRCB contains a provision that in the event of failure to pay amounts due, the SWRCB may take such action in a court of completed jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any such charges and the payment of money collected therefrom to the SWRCB.

Internal service funds predominantly serve the governmental funds. Accordingly, long-term liabilities for them are included as part of the above totals for governmental activities. For the governmental activities, claims and judgments are generally liquidated by the General Fund, and a majority of compensated absences are generally liquidated by the General Fund.



**(c) Debt Service Requirements – Governmental Activities**

As of June 30, 2019, annual debt service requirements of governmental activities to maturity are as follows:

Year ending June 30:	Lease Revenue Bonds		Lease from Direct Borrowing	
	Principal	Interest	Principal	Interest
2020	\$ 200,000	\$ 144,750	\$ 534,358	\$ 16,167
2021	210,000	134,750	45,733	183
2022	220,000	124,250	-	-
2023	235,000	113,250	-	-
2024	240,000	101,500	-	-
2025-2029	1,400,000	314,000	-	-
2030-2031	650,000	29,250	-	-
<b>Total</b>	<b>\$ 3,155,000</b>	<b>\$ 961,750</b>	<b>\$ 580,091</b>	<b>\$ 16,350</b>

*Lease Revenue Bonds*

On February 11, 2015, the Antioch Public Financing Authority (Authority) issued \$23,155,000 in Lease Revenue Refunding Bonds (Municipal Facilities Project), Series 2015A with interest rates ranging between 2% and 5%. The Authority issued the bonds to refund the entire \$4,740,000 of the outstanding ABAG 2001 Lease Revenue Bonds and \$21,505,000 of the outstanding 2002 A&B Lease Revenue Refunding Bonds. \$19,315,000 of the par amount of bonds issued are secured by the Successor Agency to the Antioch Development Agency and are therefore excluded from the government-wide statement of net position. Refer to Note 20 for disclosure regarding that portion. \$3,840,000 of the par amount of bonds issued are an obligation of the City. The refunding reduced total debt service payments over the next 17 years by \$1,117,618. This results in an economic gain (difference between the present value of debt service payments on the old and new debt) of \$994,284.

Principal and interest payments on the lease revenue bonds are payable from any revenue lawfully available to the City for the purpose of payment of Base Rental Payments. The total principal and interest remaining to be paid on the bonds is \$4,461,000. Principal and interest payments began in November 2015.

*Capital Lease*

In October 2009, the City entered into a lease-purchase agreement in the amount of \$4,050,000 with Bank of America to finance the acquisition and retrofitting of interior building lighting in City facilities, street lights and park and site lighting fixtures throughout the City. The lease has an imputed interest rate of 4.79% and requires monthly payments beginning in August 2010 until July 2020, when the lease will terminate and the City will obtain title to the property. The project was completed in December 2010. As of June 30, 2019, the net book value of the assets completed has been recorded as Improvements other than Buildings in the amount of \$3,273,694.



**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**(d) Debt Service Requirements – Business- type Activities**

As of June 30, 2019, annual debt service requirements of business-type activities to maturity are as follows:

Year ending June 30:	Long Term Payable		Loans from Direct Borrowings	
	Principal	Interest	Principal	Interest
2020	\$ 249,709	\$ 2,317	\$ 237,066	\$ 111,333
2021	249,901	2,125	219,244	104,546
2022	250,094	1,932	225,166	98,623
2023	250,286	1,740	231,291	92,499
2024	250,479	1,547	94,657	86,732
2025-2029	1,255,291	4,840	541,147	365,798
2030-2034	503,376	582	674,367	232,578
2035-2039	-	-	580,910	74,007
2040	-	-	36,285	1,633
<b>Total</b>	<b>\$ 3,009,136</b>	<b>\$ 15,083</b>	<b>\$ 2,840,133</b>	<b>\$ 1,167,749</b>

*Loans Payable*

In 1984, the Department of Boating and Waterways provided a series of construction loans to the City and former Antioch Development Agency for the planning and construction of the Antioch Marina through the Harbors and Watercraft Revolving Fund. Principal and interest are due annually.

In February 2017, the City signed a loan agreement with the State Water Resources Control Board for a planning loan up to \$1,000,000 for a Brackish Water Desalination Plant project. The final loan amount was \$682,015. The loan bears interest at a rate of 1.6%, with a five year loan repayment period from 2019 to 2023. Principal and interest are due semi-annually.

*Long Term Payable – Delta Diablo Recycled Water Program*

The City entered into a Joint Powers Agreement with Delta Diablo (the District) in November 2003 for the District to develop a recycled water program within City limits. As part of this agreement, the District would design, construct, own, operate and regulate all recycled water facilities to provide recycled water within the City of Antioch. The City would be responsible for 50% of the project cost, up to \$5,000,0000 in principal with associated interest, of a loan the District obtained from the State Water Resources Control Board to complete the project. The project was completed in July 2011 and the City began paying a proportionate share of the project costs in December 2011. The total due at June 30, 2019 is \$3,024,219 representing the total share of principal and interest outstanding on the loan the District obtained.

**(e) Legal Debt Limit**

As of June 30, 2019, the City's debt limit and legal debt margin (15% of valuation subject to taxation) was \$1,739,232,533.

**NOTE 10 - NET POSITION/FUND BALANCES**

**(a) Net Position**

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.



*Net Investment in Capital Assets* - This category groups all capital assets, including infrastructure, into one component of net assets. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category.

*Restricted* - This category presents external restrictions imposed by creditors, grantors, contributors or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation. The following amounts of net position are restricted by enabling legislation: \$102,390 pursuant to State Assembly Bill 1900 which restricts the use of funds for protection of tidelands areas; \$1,621,803 pursuant to the DIVCA Act of 2006 which restricts the use for Public, Educational and Governmental Programming (PEG).

*Unrestricted* - This category represents the portion of net position of the City, not restricted for any project or other purpose.

**(b) Fund Balances**

Fund balances, presented in the governmental fund financial statements, represent the difference between assets and liabilities reported in a governmental fund. In fiscal year 2011, the City implemented the provisions of GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. GASB 54 establishes criteria for classifying fund balances into specifically defined classifications and clarifies definitions for governmental funds. Fund balances are classified into categories based upon the type of restrictions imposed on the use of funds.

As of June 30, 2019, components of fund balance are described below:

- *Nonspendable* - portion of net resources that cannot be spent because of its form (i.e., long term loans, prepaids).
- *Restricted* - portion of net resources that are limited in use by grantors, laws or enabling legislation.
- *Committed* - portion of net resources that are limited to the use as established by formal action of the City Council. Committed fund balance can only be modified or rescinded by formal action of the City Council through resolution.
- *Assigned* - portion of net resources held for the use as established by the City Manager or his designee. The City Council has granted this authority to the City Manager through resolution.
- *Unassigned* - portion of net resources that represents amounts in excess of the other fund balance components. Only the General Fund can have a positive unassigned fund balance.

The City spends restricted fund balances first when expenditures are incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available. Committed and assigned fund balances are considered to have been spent first before unassigned fund balances have been spent when expenditures are incurred for the purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



The following represents the components of fund balance for governmental funds:

	Major Funds			Non-major	Total
	General Fund	Housing Successor	Capital Improvement	Governmental Funds	
Nonspendable:					
Petty cash and prepaids	\$ 149,241	\$ -	\$ -	\$ 115,985	\$ 265,226
Total nonspendable	149,241	-	-	115,985	265,226
Restricted for:					
Housing & Development	-	19,857,041	-	7,058,735	26,369,413
Public Facilities	-	-	-	1,505,555	1,505,555
Streets	-	-	-	8,819,775	8,819,775
Parks	-	-	-	186,191	186,191
PEG Programming	-	-	-	1,621,803	1,621,803
Storm Channels	-	-	-	2,427,120	2,427,120
Landscape Maintenance	-	-	-	1,717,908	1,717,908
Tidelands Areas	-	-	-	102,390	102,390
Law Enforcement	-	-	-	423,074	423,074
Traffic Safety	-	-	-	33,378	33,378
Parks & Recreation	-	-	-	79,772	79,772
Abandoned Vehicle	-	-	-	353,853	353,853
Total restricted	-	19,857,041	-	24,329,554	44,186,595
Committed to:					
Compensated absences	113,691	-	-	-	113,691
Litigation/Insurance	500,000	-	-	-	500,000
Budget Stabilization	19,443,579	-	-	-	19,443,579
Parks	-	-	-	2,100,773	2,100,773
Landscape Maintenance	-	-	-	154,511	154,511
Arts & Cultural Activities	-	-	-	101,127	101,127
Field Maintenance	-	-	-	317,255	317,255
Memorial Field Maintenance	-	-	-	21,864	21,864
Road Repair	-	-	-	345,853	345,853
Waste Reduction	-	-	-	368,880	368,880
Youth Activities	-	-	-	111,687	111,687
Traffic Signals	-	-	-	779,914	779,914
Post Retirement Medical	-	-	-	217,006	217,006
Total committed	20,057,270	-	-	4,518,870	24,576,140
Assigned to:					
Contractual Services	2,079,961	-	-	-	863,929
Parks & Recreation	-	-	-	63,499	63,499
Capital Projects	-	-	2,919,086	143,034	3,062,120
Community Benefit Prog.	-	-	-	375,947	375,947
AD 26	-	-	-	376,657	376,657
AD 27	-	-	-	102,395	102,395
Total assigned	2,079,961	-	-	1,061,532	4,844,547
Unassigned	21,116,970	-	-	(722)	21,116,248
Total fund balances	\$ 43,403,442	\$ 19,857,041	\$ 2,919,086	\$ 30,025,219	\$ 96,204,788

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



The City has established a fund balance policy for the General Fund requiring that the minimum unassigned fund balance be at least 20% of General Fund operating revenues (including transfers). As of June 30, 2019, unassigned fund balance was 32% of total operating revenues.

**NOTE 11 - PENSION PLANS OVERVIEW**

The City of Antioch has three pension plans: Miscellaneous Pension Plan; Safety Pension Plan; and Supplementary Retirement Plan. Information about each plan and its provisions follow in notes 12-14. A summary table of the plans related net pension liabilities and deferrals follows to aid in financial reporting reconciliation to the government-wide statements.

	Net Pension Liability	Net Pension Asset	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
Miscellaneous Plan	\$ 55,193,528	\$ -	\$ 7,098,976	\$ 3,194,796	\$ 7,412,133
Safety Plan	53,447,620	-	13,120,862	1,050,967	9,241,480
Police Supplementary Plan	-	3,097	9,490	-	16,610
Total	<u>\$ 108,641,148</u>	<u>\$ 3,097</u>	<u>\$ 20,229,328</u>	<u>\$ 4,245,763</u>	<u>\$ 16,670,223</u>

**NOTE 12 - PENSION PLAN - MISCELLANEOUS**

**(a) General Information about the Miscellaneous Pension Plan**

**Plan Description** - All permanent non-safety employees are eligible to participate in the Miscellaneous Plan of the Public Employees' Retirement Fund (the Fund) of California Public Employees' Retirement System (CalPERS). The Fund is an agent multiple-employer defined benefit plan administered by CalPERS that acts as a common investment and administrative agent for various local and state governmental agencies within the State of California. The fund provides retirement, disability, and death benefits based on the employees' years of service, age and final compensation. Employees vest after five years of service and may receive retirement benefits at the age of 55 for miscellaneous employees. These benefit provisions and all other requirements are established by State statute and City ordinance. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website. Copies of the Fund's annual financial report may be obtained from CALPERS' executive office: 400 P Street, Sacramento, CA 95814. A separate report for the City's plan within the Fund is not available.

**Benefits Provided** - CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, Lump Sum, or the 1959 Survivor Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



The Plans' provisions and benefits in effect at June 30, 2019, are summarized as follows:

Hire Date	Miscellaneous Plan		
	Prior to November 9, 2007	On or After November 9, 2007 and prior to January 1, 2013	On or after January 1, 2013
Benefit Formula	2.7% @ 55	2.7% @ 55	2.0% @ 62
Benefit Vesting Schedule	5 years of service	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life	Monthly for life
Retirement Age	50-55	50-55	52-67
Monthly Benefits, as a % of Eligible Compensation	2.0%-2.7%	1.426%-2.418%	1.0%-2.5%
Required Employee Contribution Rates	8%	8%	6.50%
Required Employer Contribution Rates	11.86%	11.86%	11.86%
Required Unfunded Accrued Liability Contribution	\$ 3,317,574	\$ -	\$ -

**Employees Covered** - At June 30, 2019, the following employees were covered by the benefit terms for the Miscellaneous Plan:

	<u>Miscellaneous Plan</u>
Inactive employees or beneficiaries currently receiving benefits	307
Inactive employees entitled to but not yet receiving benefits	133
Active employees	186
<b>Total</b>	<u>626</u>

**Contributions** - Section 20814 (c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan is determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the measurement period ending June 30, 2018 (the measurement date), the City made \$4,474,827 in contributions. Individual governmental and business-type funds which provide for employee personnel costs are responsible for annual contributions and liquidating their respective share of the Miscellaneous Plan Net Pension Liability.

**(b) Net Pension Liability - Miscellaneous Plan**

The City's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The General Fund, individual non-major Special Revenue funds and Enterprise Funds which provide for employee personnel costs are responsible for liquidating their respective share of the Net Pension Liability. The net pension liability of the Plan is measured as of June 30, 2019, using an annual actuarial valuation as of June 30, 2017 rolled forward to June 30, 2019 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**Actuarial Assumptions** - The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions:

	Miscellaneous Plan
Valuation Date	30-Jun-17
Measurement Date	30-Jun-18
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.75%
Payroll Growth	3.00%
Projected Salary Increase (1)	3.3%-14.2%
Investment Rate of Return (2)	7.50%
Mortality	.00346-1.00000

- (1) Depending on age, service and type of employment
- (2) Net of pension plan investment and administrative expenses, including inflation

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2017 valuation were based on the results of a January 2014 actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can found on the CalPERS website.

**Discount Rate** - The discount rate used to measure the total pension liability was 7.15% for the Plan. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.15 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary.

The long term expected discount rate of 7.15 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation.

Asset Class	Current Target Allocation	Real Return Years 1 - 10(a)	Real Return Years 11+(b)
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Sensitive	-	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	-	-0.92%
Total	100%		

(a) An expected inflation of 2.00% used for this period.

(b) An expected inflation of 2.92% used for this period.

**(c) Changes in the Net Pension Liability**

The change in the Net Pension Liability for the Miscellaneous Plan follows:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
<b>Balance at June 30, 2017</b>	<b>\$175,466,135</b>	<b>\$116,194,187</b>	<b>\$59,271,948</b>
<b>Changes in the year:</b>			
Service cost	2,922,215	-	2,922,215
Interest on the total pension liability	12,047,268	-	12,047,268
Differences between actual and expected experience	1,026,397	-	1,026,397
Changes in assumptions	(5,098,503)	-	(5,098,503)
Plan to plan resource movement	-	(285)	285
Contribution - employer	-	4,474,827	(4,474,827)
Contribution - employee	-	1,214,081	(1,214,081)
Investment Income	-	9,812,078	(9,812,078)
Administrative expenses	-	(181,063)	181,063
Benefit payments, including refunds of employee contributions	(8,723,758)	(8,723,758)	-
Other Miscellaneous Income/(Expense)	-	(343,841)	343,841
<b>Net Changes</b>	<b>2,173,619</b>	<b>6,252,039</b>	<b>(4,078,420)</b>
<b>Balance at June 30, 2018</b>	<b>\$177,639,754</b>	<b>\$122,446,226</b>	<b>\$55,193,528</b>

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**Sensitivity of the Net Pension Liability to Changes in the Discount Rate** - The following presents the net pension liability of the City for the Miscellaneous Plan, calculated using the discount rate for the Plan, as well as what the Local Government's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Miscellaneous</u>
1% Decrease	6.15%
Net Pension Liability	\$ 78,674,673
Current Discount Rate	7.15%
Net Pension Liability	\$ 55,193,528
1% Increase	8.15%
Net Pension Liability	\$ 35,795,069

**Pension Plan Fiduciary Net Position** - Detailed information about the pension plan's fiduciary net position is available in a separately issued CalPERS financial report.

**(d) Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions**

For the year ended June 30, 2019, the City recognized pension expense for the Miscellaneous Plan of \$7,412,133. At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 5,216,674	\$ -
Changes of assumptions	889,711	2,974,127
Differences between expected and actual experiences	598,732	220,669
Net differences between projected and actual earnings on plan investments	393,859	-
Total	<u>\$ 7,098,976</u>	<u>\$ 3,194,796</u>

\$5,216,674 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Year Ended June 30</u>	
2020	\$ 508,568
2021	(314,227)
2022	(1,177,560)
2023	(329,275)



**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**(e) Payable to the Pension Plan**

At June 30, 2019, the City reported a payable of \$251,040 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2019.

**NOTE 13 - PENSION PLAN - SAFETY**

**(a) General Information about the Safety Pension Plan**

**Plan Description** - All qualified permanent and probationary safety employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees' Retirement system (CalPERS). The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay for benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors three rate plans for safety. Benefit provisions under the Plan are established by State statute and Local Government resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website. Copies of the Fund's annual financial report may be obtained from CALPERS' executive office: 400 P Street, Sacramento, CA 95814. A separate report for the City's plan within the Fund is not available.

**Benefits Provided** - CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits are 10 years of service. The death benefit is one of the following: the Basic Death Benefit, Lump Sum, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plans' provisions and benefit tiers in effect at June 30, 2019, are summarized as follows:

<b>Safety Plan</b>			
<b>Hire Date</b>	<b>Prior to 2012 (Classic)</b>	<b>On or After September 14, 2012 and prior to January 1, 2013 (Second Tier)</b>	<b>On or after (PEPRA)</b>
Benefit Formula	3% @ 50	3.0% @ 50	2.7% @ 57
Benefit Vesting Schedule	5 years of service	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life	Monthly for life
Retirement Age	50	50	50-57
Monthly Benefits, as a % of Eligible Compensation	3.00%	3.00%	2.0%-2.7%
Required Employee Contribution Rates	9%	9%	12.75%
Required Employer Contribution Rates	22.35%	21.21%	12.97%
Required Unfunded Accrued Liability Contribution	\$ 3,000,858	\$ -	\$ -

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**Contributions** - Section 20814 (c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan is determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Annual contributions are funded by the General Fund.

For the measurement period ending June 30, 2018 (the measurement date), the contributions recognized as part of pension expense for the Safety Plan were \$5,412,879.

**(b) Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions - Safety Plan**

As of June 30, 2019, the City reported net pension liabilities for its proportionate shares of the net pension liability of the Safety Plan as follows:

	Proportionate Share of Net Pension Liability
	<hr/>
Total Safety Net Pension Liability	\$ 53,447,620
	<hr/>

The City's net pension liability for the Safety Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2018, and the total pension liability was determined by an actuarial valuation as of June 30, 2017 rolled forward to June 30, 2018 using standard update procedures. In determining the City's rate plan's proportionate share of the net pension liability, the total pension liability using the output from the Actuarial Valuation System and the fiduciary net position provided by CalPERS' Financial Office are first determined for the individual rate plans and the risk pool as a whole on the Valuation Date. The first calculation uses the risk pool's total pension liability and fiduciary net position at the Valuation Date to determine the net pension liability at the Valuation Date. Using standard actuarial roll forward methods, the risk pool's total pension liability is then computed at the Measurement Date. The fiduciary net position is then determined by the CalPERS' Financial Office at the Measurement Date. Next, the individual employer rate plans' share of the total pension liability, fiduciary net position and net pension liability are calculated at the Valuation Date. Using the individual employer rate plan's share of the risk pool total pension liability and fiduciary net position, the proportionate shares of the total pension liability and fiduciary net position are determined for each employer rate plan. The City's proportionate share of the net pension liability for the Plan as of June 30, 2017 and 2018 are as follows:

	Safety Plan
	<hr/>
Proportion - June 30, 2017	0.53688%
Proportion - June 30, 2018	0.55465%
	<hr/>
Change - Increase (Decrease)	0.01777%

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



For the year ended June 30, 2019, the City recognized pension expense of \$9,241,480. At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 5,935,126	\$ -
Changes of assumptions	5,244,144	707,529
Differences between expected and actual experiences	1,148,409	4,356
Change in employer's proportion	253,844	105,388
Change in employer's proportion and difference between the employer's contributions and the employer's proportionate share of contributions	177,474	233,694
Net differences between projected and actual earnings on plan investments	361,865	-
Total	<u>\$ 13,120,862</u>	<u>\$ 1,050,967</u>

\$5,935,126 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year end June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended 30-Jun	
2020	\$ 4,972,831
2021	2,926,046
2022	(1,393,903)
2023	(370,205)

**Actuarial Assumptions** - The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions:

	Safety Plan
Valuation Date	30-Jun-17
Measurement Date	30-Jun-18
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.75%
Payroll Growth	3.00%
Projected Salary Increase (1)	3.3%-14.2%
Investment Rate of Return (2)	7.50%
Mortality	.00466-1.00000

- (1) Depending on age, service and type of employment
- (2) Net of pension plan investment and administrative expenses, including inflation

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2017 valuation were based on the results of a January 2014 actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can found on the CalPERS website.

**Discount Rate** - The discount rate used to measure the total pension liability was 7.15% for the Plan. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.15 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.15 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed "GASB Crossover Testing Report" that can be obtained from the CalPERS website.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation.

Asset Class	New		Real Return Years 11+(b)
	Strategic Allocation	Real Return Years 1 - 10(a)	
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Sensitive	-	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Estate	13.00%	3.75%	4.93%
Liquidity	1.00%	-	-0.92%
Total	100%		

(a) An expected inflation of 2.00% used for this period.

(b) An expected inflation of 2.92% used for this period.



**Sensitivity of the Net Pension Liability to Changes in the Discount Rate** - The following presents the City's proportionate share of the net pension liability of the plan, calculated using the discount rate for the plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Safety Plan</u>
1% Decrease	6.15%
Net Pension Liability	\$ 79,540,212
Current Discount Rate	7.15%
Net Pension Liability	\$ 53,447,620
1% Increase	8.15%
Net Pension Liability	\$ 32,069,413

**Pension Plan Fiduciary Net Position** - Detailed information about the pension plan's fiduciary net position is available in a separately issued CalPERS financial report.

**(c) Payable to the Pension Plan**

At June 30, 2019, the City reported a payable of \$336,440 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2019.

**NOTE 14 - SUPPLEMENTARY RETIREMENT PLAN**

**(a) General Information about the Police Supplementary Retirement Plan and Benefits Provided**

Employees are eligible to receive benefits under this plan if he or she meets the requirements under one of the three tiers of the plan. The fund is an agent multiple-employer defined benefit plan established under Section 401 (a) and tax-exempt under Section 501 (a) of the Internal Revenue Code of 1986 and meets the requirements of a pension trust under California Government Code Sections 53215-53224. The trust is maintained by Public Agency Retirement Services (PARS) and provides for retirement, survivor continuance, pre-retirement disability and pre-retirement death benefits based upon the tier the member qualifies within. The plan is closed. Employee vesting is determined within each tier:

- Tier I - Designated eligible employee by Plan Administrator that has terminated from employment and applied for benefits under plan vest immediately.
- Tier II - Vest after five years of employment.
- Tier III - Employee vested if a full time Sworn Police Officer on or after September 1, 2007 and has terminated employment and concurrently retires under a service, disability or industrial disability retirement under CALPERS prior to December 31, 2012.

These benefit provisions and all other requirements are established by State Statute and City ordinance. Copies of the Fund's annual financial report may be obtained from PARS office: P.O. Box 12919, Newport Beach, CA 92658-2919. A separate report for the City's plan within the fund is not available.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



The Plans' provisions and benefits in effect at June 30, 2019, are summarized as follows:

Effective Date	Supplementary Plan		
	Tier I September 1, 2007	Tier II September 1, 2007	Tier III September 1, 2007
Benefit Formula	Amount set forth on Schedule A of Plan Documents - no employees in this Tier	9% of CalPERS 3% @50 benefit and not more than 8.1% of Final Compensation	9% of CalPERS Disability benefit and not more than 8.1% of Final compensation
Benefit Vesting Schedule	Designated by Plan Administrator	5 years of service	Disability retirement directly from City under CalPERS
Benefit Payments	Monthly for life	Monthly for life	Monthly for life
Retirement Age	50-55	50	50
Monthly Benefits, as a % of Eligible Compensation	2.0%-2.7%	1.426%-2.418%	1.0%-2.5%
Required Employee Contribution Rates	0%	0%	0%
Required Employer Contribution Rates	Pay as you go	Pay as you go	Pay as you go

**Employees Covered** - At June 30, 2019, the following employees were covered by the benefit terms for the Supplementary Plan:

	<u>Supplementary Plan</u>
Inactive employees or beneficiaries currently receiving benefits	13
Inactive employees entitled to but not yet receiving benefits	-
Active employees	-
<b>Total</b>	<b>13</b>

**Contributions** - There is no requirement imposed by PARS to contribute any amount beyond the pay as you go contributions. For the fiscal year 2019, the City made a total of \$145,013 in pay as you contributions. Contributions to the plan are made by the General Fund.

**(b) Net Pension Liability**

The City's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The General Fund is responsible for liquidating the Net Pension Liability for the Plan. The net pension liability of the Plan is measured as of June 30, 2019, using an annual actuarial valuation as of June 30, 2017 rolled forward to June 30, 2019 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**Actuarial Assumptions** - The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions:

	<u>Supplementary Plan</u>
Valuation Date	30-Jun-17
Measurement Date	30-Jun-19
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	5.25%
Inflation	2.75%
Payroll Growth (1)	0%
Projected Salary Increase (1)	0%
Investment Rate of Return	5.24%
Mortality	0.00125-1.00000

(1) This is a closed plan

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2017 valuation were based on the results of an actuarial experience study for the period 1997 to 2015 for CalPERS. Further details of the Experience Study can found on the CalPERS website.

**Discount Rate** - The discount rate used to measure the total pension liability at June 30, 2019 was 5.25% for the Plan based upon the S&P Municipal Bond 20 Year High Grade Rate Index.

According to Paragraph 30 of Statement 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The long-term expected rate of return was based upon the S&P Municipal Bond 20 Year High Grade Rate Index as selected by the City and is not reduced for administrative expenses. All of the plan's PARS assets are invested in a moderately conservative portfolio with a target asset allocation of 30% equity, 65% fixed income and 5% cash.

**(c) Changes in the Net Pension Liability**

The change in the Net Pension Liability for the Supplementary Plan follows:

	<u>Increase (Decrease)</u>		
	<u>Total Pension Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>Net Pension Liability</u>
<b>Balance at June 30, 2018</b>	<b>\$ 1,769,305</b>	<b>\$ 1,624,292</b>	<b>\$ 145,013</b>
<b>Changes in the year:</b>			
Interest on the total pension liability	90,559	-	90,559
Contribution - employer	-	145,013	(145,013)
Net investment income	-	101,806	(101,806)
Administrative expenses	-	(8,150)	8,150
Benefit payments, including refunds of employee contributions	(88,746)	(88,746)	-
<b>Net Changes</b>	<b>1,813</b>	<b>149,923</b>	<b>(148,110)</b>
<b>Balance at June 30, 2019</b>	<b>\$ 1,771,118</b>	<b>\$ 1,774,215</b>	<b>\$ (3,097)</b>

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**Sensitivity of the Net Pension Liability to Changes in the Discount Rate** - The following presents the net pension liability of the City for the Supplementary Plan, calculated using the discount rate for each Plan, as well as what the Local Government's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Supplementary</u>
1% Decrease	4.25%
Net Pension Liability	\$ 258,842
Current Discount Rate	5.25%
Net Pension Liability	\$ (3,097)
1% Increase	6.25%
Net Pension Liability	\$ (214,263)

**Pension Plan Fiduciary Net Position** - Detailed information about the pension plan's fiduciary net position is available in a separately issued PARS financial report.

**(d) Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions**

For the year ended June 30, 2019, the City recognized pension expense for the Supplementary Plan of \$16,610. At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources:

	<u>Deferred Outflows of Resources</u>
Net differences between projected and actual earnings on plan investments	\$ 9,490
Total	<u>\$ 9,490</u>

There were no contributions subsequent to the measurement date and therefore no deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended	
30-Jun	
2020	\$ 2,600
2021	4,892
2022	5,421
2023	(3,423)

**(e) Payable to the Pension Plan**

At June 30, 2019, the City did not report a payable for an amount outstanding amount of contributions to the pension plan required for the year ended June 30, 2019.





**NOTE 15 - OTHER POST EMPLOYMENT BENEFITS (OPEB) PLANS OVERVIEW**

The City of Antioch has three OPEB plans: Management Plan; Miscellaneous Plan; and Police Plan. Information about each plan and its provisions follow in note 16. A summary table of the plans related net OPEB liabilities and deferrals follows to aid in financial reporting reconciliation to the government-wide statements.

	<b>Net OPEB Liability</b>	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>	<b>OPEB Expense (Income)</b>
Management Plan	\$ 4,786,279	\$ 715,514	\$ 176,461	\$ (103,031)
Miscellaneous Plan	7,559,667	506,824	1,101,476	318,615
Police Plan	36,726,160	840,610	3,968,488	1,731,892
Total	<u>\$ 49,072,106</u>	<u>\$ 2,062,948</u>	<u>\$ 5,246,425</u>	<u>\$ 1,947,476</u>

**NOTE 16 - OTHER POST EMPLOYMENT BENEFITS (OPEB)**

**(a) Medical After Retirement Plan Trust**

**Plan Description** - The City provides postretirement medical benefits to all eligible employees and their surviving spouses under the provisions of three formal City-sponsored plans (Management Plan, Miscellaneous Plan, and Police Plan). The effective date varies based upon the employee's classification and related memorandum of understanding (MOU). For all employees who retire from service with at least 10 years of service (either regular retirement or disability retirement), the City shall pay a portion of their medical premiums based on their respective MOU currently in effect. The plans include an implicit subsidy for coverage prior to coverage under Medicare. Payments are reduced when the retiree or surviving spouse is eligible for Medicare. The three City-sponsored plans are closed to new entrants. The City's contributions are advanced-funded on an actuarially determined basis and recorded in the Agent Multiple-Employer CalPERS Trust (CERBT). The CERBT is a Section 115 Trust set up for the purpose of receiving employer contributions that will prefund health and other post employment benefit costs for retirees and their beneficiaries. The CERBT accounts for the separate plans in one master trust account for the City with three subgroups, one for each plan. Assets of each plan are restricted to pay for benefits of those plan members or beneficiaries only. The CERBT is administered by CalPERS, and is managed by an appointed board not under the control of the City Council. The trust meets all criteria as prescribed by GASB 75. The trust is not considered a component unit by the City and has been excluded from these financial statements.

**Employees Covered** - As of the June 30, 2017 actuarial valuation, the following current and former employees were covered by the benefit terms of the three City-sponsored plans:

	Management Plan	Miscellaneous Plan	Police Plan	Total
Active employees	28	140	117	285
Inactive employees or beneficiaries currently receiving benefits	78	67	61	206
Inactive employees entitled to, but not yet receiving benefits	-	-	-	-
Total	<u>106</u>	<u>207</u>	<u>178</u>	<u>491</u>

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



The City makes contributions to the CERBT based on a percentage of active employee payroll in governmental and business-type funds. The General Fund, individual non-major Special Revenue funds and Enterprise Funds which provide for employee personnel costs are responsible for liquidating their respective share of the Net OPEB Liability.

**Contributions** - There is no requirement imposed by CalPERS, to contribute any amount beyond the pay-as-you-go contributions. The cost of monthly insurance premiums may be shared between the retiree and the City. The cost sharing varies depending on: date of hire; the dependent status; and plan selected. A minimum employer monthly contribution requirement is established and may be amended by the CalPERS Board of Administration and applicable laws. Within the parameters of the law, individual contracting agencies, such as the City, are allowed to establish and amend the level of contributions made by the employer towards the monthly cost of the plans. Changes to the employer contribution amount towards retiree benefits are recorded in a resolution adopted by the City Council. The City's annual contributions are based on an amount to cover the pay-as-you-go cost of benefits provided, with periodic contributions in excess of that amount. For the fiscal year ended June 30, 2019, the City's cash contribution to the plans were as follows:

	Management Plan	Miscellaneous Plan	Police Plan	Total
Cash contributions	\$ 551,662	\$ 308,357	\$ 655,456	\$ 1,515,475
Estimated implied subsidy	163,852	198,467	185,154	547,473
<b>Total payments</b>	<b>\$ 715,514</b>	<b>\$ 506,824</b>	<b>\$ 840,610</b>	<b>\$ 2,062,948</b>

**OPEB Plan Fiduciary Net Position** - CalPERS issues a publicly available fiduciary net position by employer that may be obtained from CalPERS, 400 Q Street, Sacramento, CA 95811.

**(b) Net OPEB Liability**

The City's net OPEB liability was measured as of June 30, 2018 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2017 that was rolled forward to determine the June 30, 2019 total OPEB liability based on the following actuarial methods and assumptions:

Actuarial Assumptions:	
Discount Rate	3.70%
Inflation	2.75%
Projected Salary Increase	3.00%
Investment Rate of Return	7.28%
Mortality	MacLeod Watts Scale 2017 applied generationally
Participants Valued	No future entrants
Healthcare Trend	Assumed to increase once each year 7.5% decreasing to 5%

Demographic actuarial assumptions used in the June 30, 2017 valuation were based on the results of a January 2014 actuarial experience study for the period 1997 to 2011 for CalPERS except for a different basis used to project future mortality rates. Mortality rates used were those published by CalPERS, adjusted to back out 20 years of Scale BB to central year 2008. Further details of the Experience Study can found on the CalPERS website.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Target Allocation	Long-term expected real rate of return
Global Equity	57%	± 2%
Fixed Income	27%	± 2%
Treasury Inflation Protected Securities	5%	± 2%
Real Estate Investment Trusts	8%	± 2%
Commodities	3%	± 2%
Total	<u>100%</u>	

**Discount Rate** – The discount rate used to measure the total OPEB liability was 3.70%. The projection of cash flows used to determine the discount rate assumed that the City contributions will be made at rates on a pay-as-you-go basis. The discount rate reflects the use of a “Crossover Test” prepared by MacLeod Watts. In this test, plan benefits for all current and future retirees are projected by year. Where the trust is expected to have sufficient assets to pay all retiree benefits in that year, the assumed trust rate of return is applied; once the trust is no longer expected to be able to pay plan benefits, a municipal bond rate is applied for the remainder of the projection period. The City used a Fidelity 20 Year AA General Obligation Municipal Bond Index. Using this rate and the 7.28% assumed investment rate of return, the Crossover Text produced a discount rate of 3.70% to determine the total OPEB liability.

**Sensitivity of the Net OPEB Liability to Changes in the Discount Rate** – The following presents the net OPEB liability of the plans if they were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for the measurement period ended June 30, 2018:

	1% Decrease- 2.70%	Current Rate- 3.70%	1% Increase- 4.70%
Management Plan	\$ 5,639,314	\$ 4,786,279	\$ 4,072,590
Miscellaneous Plan	9,449,289	7,559,667	6,020,462
Police Plan	44,459,613	36,726,160	30,702,218
Totals	<u>\$ 59,548,216</u>	<u>\$ 49,072,106</u>	<u>\$ 40,795,270</u>

**Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates** – The following presents the net OPEB liability of the plans if they were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for the measurement period ended June 30, 2018:

	1% Decrease	Current Trend	1% Increase
Management Plan	\$ 3,974,872	\$ 4,786,279	\$ 5,859,543
Miscellaneous Plan	5,621,384	7,559,667	10,419,115
Police Plan	29,581,710	36,726,160	46,790,589
Totals	<u>\$ 39,177,966</u>	<u>\$ 49,072,106</u>	<u>\$ 63,069,247</u>

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**(c) Changes in the OPEB Liability**

The changes in the net OPEB liability for the plans are as follows:

	<b>Management Plan</b>		
	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
<b>Balance at June 30, 2018</b>	<b>\$ 8,021,313</b>	<b>\$ 2,467,199</b>	<b>\$ 5,554,114</b>
<b>Changes recognized for the measurement period:</b>			
Service cost	89,242	-	89,242
Interest	280,264	-	280,264
Changes of assumptions	(39,065)	-	(39,065)
Contributions - employer	-	905,839	(905,839)
Net investment income	-	197,074	(197,074)
Benefit payments	(864,159)	(864,159)	-
Administrative expense	-	(4,637)	4,637
<b>Net Changes</b>	<b>(533,718)</b>	<b>234,117</b>	<b>(767,835)</b>
<b>Balance at June 30, 2019</b> <i>(Measurement Date June 30, 2018)</i>	<b>\$ 7,487,595</b>	<b>\$ 2,701,316</b>	<b>\$ 4,786,279</b>

	<b>Miscellaneous Plan</b>		
	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
<b>Balance at June 30, 2018</b>	<b>\$ 13,084,275</b>	<b>\$ 5,313,563</b>	<b>\$ 7,770,712</b>
<b>Changes recognized for the measurement period:</b>			
Service cost	486,921	-	486,921
Interest	482,892	-	482,892
Changes of assumptions	(85,377)	-	(85,377)
Contributions - employer	-	682,562	(682,562)
Net investment income	-	422,749	(422,749)
Benefit payments	(682,562)	(682,562)	-
Administrative expense	-	(9,830)	9,830
<b>Net Changes</b>	<b>201,874</b>	<b>412,919</b>	<b>(211,045)</b>
<b>Balance at June 30, 2019</b> <i>(Measurement Date June 30, 2018)</i>	<b>\$ 13,286,149</b>	<b>\$ 5,726,482</b>	<b>\$ 7,559,667</b>

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



	<b>Police Plan</b>		
	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
<b>Balance at June 30, 2018</b>	<b>\$ 38,950,293</b>	<b>\$ 3,361,641</b>	<b>\$ 35,588,652</b>
<b>Changes recognized for the measurement period:</b>			
Service cost	1,182,226	-	1,182,226
Interest	1,448,586	-	1,448,586
Changes of assumptions	(341,619)	-	(341,619)
Contributions - employer	-	890,450	(890,450)
Net investment income	-	267,454	(267,454)
Benefit payments	(890,450)	(890,450)	-
Administrative expense	-	(6,219)	6,219
<b>Net Changes</b>	<b>1,398,743</b>	<b>261,235</b>	<b>1,137,508</b>
<b>Balance at June 30, 2019</b> <i>(Measurement Date June 30, 2018)</i>	<b>\$ 40,349,036</b>	<b>\$ 3,622,876</b>	<b>\$ 36,726,160</b>

**(d) Recognition of Deferred Inflows and Deferred Outflows of Resources**

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. Amount are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense.

**(e) OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB**

For the fiscal year ended June 30, 2019, the City recognized total OPEB expense of \$1,947,476. As of the fiscal year ended June 30, 2019, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

	<b>Management Plan</b>	
	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to measurement date	\$ 715,514	\$ -
Changes of assumptions	-	78,375
Net difference between projected and actual earnings on OPEB plan investments	-	98,086
<b>Total</b>	<b>\$ 715,514</b>	<b>\$ 176,461</b>

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



The \$715,514 reported as deferred outflows of resources related to Management Plan contributions subsequent to the June 30, 2018 measurement date will be recognized as a reduction of the net OPEB liability during the fiscal year ending June 30, 2020. Other amounts reported as deferred inflows of resources related to OPEB will be recognized in expense as follows:

Fiscal Year Ended June 30:	<b>Management Plan</b>	
	Deferred Inflows of Resources	
2020	\$	(105,968)
2021		(35,651)
2022		(31,620)
2023		(3,222)
	<b>Miscellaneous Plan</b>	
	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to measurement date	\$ 506,824	\$ -
Changes of assumptions	-	854,730
Net difference between projected and actual earnings on OPEB plan investments	-	246,746
Total	\$ 506,824	\$ 1,101,476

The \$506,824 reported as deferred outflows of resources related to Miscellaneous Plan contributions subsequent to the June 30, 2018 measurement date will be recognized as a reduction of the net OPEB liability during the fiscal year ending June 30, 2020. Other amounts reported as deferred inflows of resources related to OPEB will be recognized in expense as follows:

Fiscal Year Ended June 30:	<b>Miscellaneous Plan</b>	
	Deferred Inflows of Resources	
2020	\$	(274,558)
2021		(274,558)
2022		(274,556)
2023		(201,982)
2024		(71,499)
Thereafter		(4,323)

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



	<b>Police Plan</b>	
	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to measurement date	\$ 840,610	\$ -
Changes of assumptions	-	3,812,382
Net difference between projected and actual earnings on OPEB plan investments	-	156,106
<b>Total</b>	<b>\$ 840,610</b>	<b>\$ 3,968,488</b>

The \$840,610 reported as deferred outflows of resources related to Police Plan contributions subsequent to the June 30, 2018 measurement date will be recognized as a reduction of the net OPEB liability during the fiscal year ending June 30, 2020. Other amounts reported as deferred inflows of resources related to OPEB will be recognized in expense as follows:

Fiscal Year Ended June 30:	<b>Police Plan</b> Deferred Inflows of Resources
2020	\$ (660,638)
2021	(660,638)
2022	(660,640)
2023	(614,722)
2024	(610,133)
Thereafter	(761,717)

**(f) Medical After Retirement Plan Account**

Employees hired after September 1, 2007 are not eligible for post employment medical benefits as defined in the previous plan. The City has created a medical after retirement program in which the City will contribute 1.5% of the employee's base monthly salary into an account established for the employee to be used for future medical benefits. This plan is being administered by Operating Engineers Local 3. The City will match an additional amount of up to 1.0% of the employee contribution, for a total City contribution not to exceed 2.5%. Employees have the right to their individual plan upon separation of employment. As of June 30, 2019, there were 176 participants in the plan. During the year, the City contributed \$271,323 towards employee accounts.

**NOTE 17 - RISK MANAGEMENT**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disaster. The City currently reports its risk management activities in its General Fund and Loss Control Internal Service Fund.

The City participates in the Municipal Pooling Authority (MPA), a joint powers agency (risk-sharing pool) established to provide an independently managed self-insurance program for members. The purpose of MPA is to spread the adverse effect of losses among the member agencies and to purchase excess insurance as a group, thereby reducing its expense.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



The City's deductibles and maximum coverage follow:

Coverage	Deductible	MPA	Excess Liability
General liability	\$50,000	\$50,001-\$1,000,000	\$1,000,001- \$29,000,000
Workers compensation	\$0	\$0-\$500,000	\$500,001-\$50,000,000
Property damage	\$25,000 all risk; \$100,000 flood	\$0	\$1 billion all risk; \$25,000,000 flood

The City contributes its pro rata share of anticipated losses to a pool administrated by MPA. Should actual losses among participants be greater than the anticipated losses, the City will be assessed retrospectively its pro rata share of that deficiency. Conversely, if the actual losses are less than anticipated, the City will be refunded its pro rata share of the excess. The City paid premiums of \$3,360,372 during the year ended June 30, 2019. MPA has obtained excess general liability coverage in the amount of \$28,000,000 for total coverage of \$29,000,000 through participation in the California Joint Powers Risk Management Association. MPA has also purchased excess property damage coverage through various commercial carriers. Settled claims have not exceeded this excess liability coverage in any of the past three fiscal years.

Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated and includes incremental claim expenses. Allocated and unallocated claims adjustment expenditures are included in the liability balance. These losses include an estimate of claims that have been incurred but not reported. The claim liability balances at June 30, 2019 are discounted at 2.0%. This liability is the City's best estimate based on available information. Changes in the reported liability resulted from the following:

	Claims			End of Fiscal Year Liability
	Beginning of Fiscal Year Liability	Deductibles and Charges in Estimates	Payments	
2016-2017	\$ 374,209	\$ 443,405	\$ 280,549	\$ 537,065
2017-2018	537,065	377,321	208,447	705,939
2018-2019	705,939	756,340	347,924	1,114,355

**NOTE 18 - SERVICE CONCESSION ARRANGEMENT FOR GOLF COURSE**

In 1982, the City entered into an agreement with Antioch Public Golf Course, Inc., (Corporation) under which the Corporation will operate, manage and collect user fees from the Lone Tree Golf Course through 2033. The Corporation's sole purpose is to efficiently operate the golf course so that excess revenues may be returned to the course for improvements to the course and its related facilities and encourage the public to play golf in the City. The Corporation is not required to share any percentage of its revenues with the City. Since the inception of the agreement, the City has financed improvements to the existing facility with the issuance of ABAG Lease Revenue Bonds. The Corporation reimburses the City for the cost of annual debt service on the bonds and a corresponding revenue amount is recognized for these repayments. The City reports the golf course and improvements as capital assets with a carrying value of \$8,524,362. As the assets are required to be returned to the City at the end of the agreement in their original condition, the assets are not being depreciated.





**NOTE 19 - JOINTLY GOVERNED ORGANIZATIONS**

**(a) Antioch Area Public Facilities Financing Agency**

The City and Antioch Unified School District (School District) are members of the Antioch Area Public Facilities Financing Agency (AAPFFA), a community facilities district comprising part of the City and the School District. The AAPFFA was formed to finance construction and acquisition of school facilities for the School District and public facilities for the City. The AAPFFA is controlled by a governing board consisting of seven members: two members of the City Council, two members of the District Board and three members from the general public. The board controls the operation and finances of the AAPFFA independent of influence by the City, and the AAPFFA is therefore excluded from the City's reporting entity.

The AAPFFA has issued Special Tax Bonds to finance various school district and City projects. These bonds are to be repaid out of a special tax levied on property owners of the community facilities district comprising the AAPFFA. During the fiscal year ended June 30, 2019 the AAPFFA contributed \$11,411 of bond proceeds to the City to finance construction of amenities at the City's Prewett Park facility. This contribution has been recorded as revenue from other agencies in the City's Capital Projects Funds. The City acts as fiscal agent for the AAPFFA. The City's Finance Department maintains accounting records and processes receipts and disbursements. The AAPFFA's financial statements are available by contacting the City of Antioch, Finance Department, P.O. Box 5007, Antioch, CA 94531-5007, 925-779-7055.

**(b) Contra Costa County Home Mortgage Finance Authority**

The City and Contra Costa County are members of the Contra Costa Home Mortgage Financing Authority (Home Mortgage). The Home Mortgage issued 1984 Home Mortgage Revenue Bonds for the purpose of facilitating the financing of low-income home mortgages in the City and County. The City made no contributions to the Home Mortgage during the fiscal year ended June 30, 2019. The Home Mortgage is governed by a board consisting of representatives of the County and City. The board controls the operations and finances of the Authority, independent of influence by the City. Therefore, the Home Mortgage is excluded from the City's reporting entity. The Home Mortgage's financial statements are available by contacting the Contra Costa County Community Development Department, 651 Pine Street, Martinez, CA 94553-1229, 925-646-4208.

**NOTE 20 - COMMITMENTS AND CONTINGENCIES**

**(a) Grants**

The City participates in Federal and State grant programs. These programs have been audited by the City's independent auditors in accordance with the provisions of the Federal Single Audit Act Amendments of 1996, and applicable Federal and State requirements. No cost disallowances were proposed as a result of these audits; however, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

**(b) Pending Litigation**

The City is a defendant in a number of lawsuits, which have arisen in the normal course of business. While substantial damages are alleged in some of these actions, their outcome cannot be predicted with certainty. In the opinion of the City Attorney, these actions when finally adjudicated will not have a material adverse effect on the financial position of the City.

**(c) Construction Commitments**

Among the significant construction commitments were \$2,222,624 towards Lone Tree Way pavement overlay, and \$3,395,882 towards Water Treatment Plant Disinfection improvements.



**NOTE 21 - SUCCESSOR AGENCY TRUST FOR ASSETS OF THE FORMER REDEVELOPMENT AGENCY**

**(a) Redevelopment Dissolution**

On December 29, 2011, the California Supreme Court upheld Assembly Bill 1X 26 (“the Bill”) that provides for the dissolution of all redevelopment agencies in the State of California. This action impacted the reporting entity of the City that previously had reported a redevelopment agency within the reporting entity of the City as a blended component unit.

The Bill provides that upon dissolution of a redevelopment agency, either the City or another unit of local government will agree to serve as the “successor agency” to hold the assets until they are distributed to other units of state and local government. On January 24, 2012, the City Council elected to become the Successor Agency for the former redevelopment agency in accordance with the Bill as part of City resolution number 2012/07.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the State of California cannot enter into new projects, obligations or commitments. Subject to the control a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

Successor agencies will only be allocated revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated.

The Bill directs the State Controller of the State of California to review the propriety of any transfers of assets between the redevelopment agencies and other public bodies that occurred after January 1, 2011. If the public body that received such transfers is not contractually committed to a third party for the expenditure or encumbrance of those assets, the State Controller is required to order the available assets to be transferred to the public body designated as the successor agency by the Bill. The State Controller conducted the review of the former Antioch Development Agency in late August 2013.

Management believes, in consultation with legal counsel, that the obligations of the former redevelopment agency due to the City are valid enforceable obligations payable by the successor agency trust under the requirements of the Bill. The City’s position on this issue is not a position of settled law and there is considerable legal uncertainty regarding this issue. It is reasonably possible that a legal determination may be made at a later date by an appropriate judicial authority that would resolve this issue unfavorably to the City. In accordance with the timeline set forth in the Bill (as modified by the California Supreme Court on December 29, 2011) all redevelopment agencies in the State of California were dissolved and ceased to operate as a legal entity as of February 1, 2012.

The assets and activities of the dissolved redevelopment agency are reported in a fiduciary fund (private-purpose trust fund) in the financial statements of the City as the activities are under control of an Oversight Board which is comprised of seven members, five of which represent taxing entities, one member is a former redevelopment agency employee and one member is appointed by the Mayor. The State of California Department of Finance has final approval of all actions of the Successor Agency. The City provides administrative services to the Successor Agency to wind down the affairs of the former Antioch Development Agency.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**(b) Capital Assets**

In December 2015, the California State Department of Finance approved a Long Range Property Management Plan of the Successor Agency. As part of this approved plan, any assets of the Successor Agency deemed for “Governmental Use” or “Future Development” were approved to be transferred to the City with three properties remaining with the Successor Agency that will be sold in the future.

Capital asset activity for the year ended June 30, 2019 was as follows:

	July 1, 2018	Deletions	June 30, 2019
<i>Nondepreciable</i>			
Land	\$ 96,493	\$ -	\$ 96,493
Total Nondepreciable Capital Assets	<u>\$ 96,493</u>	<u>\$ -</u>	<u>\$ 96,493</u>

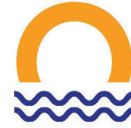
**(c) Long-Term Obligations**

The Successor Agency is responsible for two outstanding bonds of the former redevelopment agency and one bond of the Antioch Public Financing Authority. Although issued by the Antioch Public Finance Authority, repayment for a portion of the 2015A Lease Revenue Refunding Bonds is pledged for repayment by the former Antioch Development Agency therefore the associated liability has been transferred to the Successor Agency Trust. A description of the bonds, including a schedule of changes in long term obligations and debt service requirements to maturity follows.

**(1) Long-Term Debt Composition**

Type of Indebtedness (Purpose)	Final Maturity	Annual Principal Installment	Interest Rates	Original Issue Amount	Outstanding at June 30, 2019
<b>Tax Allocation Bonds:</b>					
2009 - ADA Project 1	9/1/27	\$95,343-142,289	2.60%	\$ 2,080,841	\$ 1,158,185
Total tax allocation bonds				<u>2,080,841</u>	<u>1,158,185</u>
<b>Lease Revenue Bonds:</b>					
2015A Issue - APFA Municipal Facilities,	5/1/32	\$1,352,000-2,116,650	2.0-5.0%	19,315,000	17,150,000
Total lease revenue bonds				<u>19,315,000</u>	<u>17,150,000</u>
Total long-term obligations				<u>\$ 21,395,841</u>	<u>\$ 18,308,185</u>

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**



**(2) Long-Term Obligation Activity**

Changes in long-term obligations for the year ended June 30, 2019 are as follows:

	Balance		Amount	
	July 1, 2018	Decreases	June 30, 2019	Due Within One Year
2015A Lease Revenue Bonds	\$ 17,795,000	\$ (645,000)	\$ 17,150,000	\$ 715,000
Unamortized Premiums	1,939,859	(138,563)	1,801,296	-
<i>Bonds with direct placement:</i>				
2009 Tax Allocation Bonds	1,271,124	(112,939)	1,158,185	115,876
Total obligations held by the Successor Agency Trust	\$ 21,005,983	\$ (896,502)	\$ 20,109,481	\$ 830,876

The Successor Agency's outstanding bonds from direct placement related to fiduciary activities of \$1,158,185 are secured by tax increment revenues received by the former Antioch Development Agency, now the Successor Agency. The bonds were purchased in entirety and directly placed with the State Water Resources Control Board to finance a project within the redevelopment area. The bonds contain a provision that in the event of default, the bond trustee, upon written request of the Owners of not less than 25% in aggregate of bonds then outstanding, shall declare all principal and interest due and payable immediately.

**(3) Debt Service Requirements**

As of June 30, 2019, annual debt service requirements of governmental activities to maturity are as follows:

Year ending June 30:	Lease Revenue Bonds		Direct placement Tax Allocation Bonds	
	Principal	Interest	Principal	Interest
2020	\$ 715,000	\$ 740,400	\$ 115,876	\$ 28,606
2021	790,000	704,650	118,888	25,554
2022	870,000	665,150	121,980	22,423
2023	955,000	621,650	125,151	19,210
2024	1,040,000	573,900	128,405	15,914
2025-2029	6,925,000	1,993,750	547,885	28,947
2030-2032	5,855,000	357,450	-	-
Total	\$ 17,150,000	\$ 5,656,950	\$ 1,158,185	\$ 140,654

On February 11, 2015, the Antioch Public Financing Authority (Authority) issued \$23,155,000 in Lease Revenue Refunding Bonds (Municipal Facilities Project), Series 2015A with interest rates ranging between 2% and 5%. The Authority issued the bonds to refund the entire \$4,740,000 of the outstanding ABAG 2001 Lease Revenue Bonds and \$21,505,000 of the outstanding 2002 A&B Lease Revenue Refunding Bonds. \$19,315,000 of the par amount of bonds issued are secured by the Successor Agency to the Antioch Development Agency. \$3,840,000 of the par amount of bonds issued are an obligation of the City and discussed in Note 9. The refunding reduced total debt service payments over the next 18 years by \$6,279,686. This results in an economic gain (difference between the present value of debt service payments on the old and new debt) of \$5,314,114.

**City of Antioch**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**

---



Interest payments and bond retirements are serviced by revenues generated by the tax increment from the former redevelopment agency. Contra Costa County remits funds from the Redevelopment Property Tax Retirement Trust Fund to the Successor Agency to pay enforceable obligations of the former agency every six months.

On September 24, 2009, the Antioch Development Agency issued \$2,080,841 in Tax Allocation Bonds with an interest rate of 2.6%. The bonds were issued to finance the Markley Creek Project within the redevelopment area. Interest payments and bond retirements are serviced by revenues generated by the tax increment from the former redevelopment agency. Contra Costa County remits funds from the Redevelopment Property Tax Retirement Trust Fund to the Successor Agency to pay enforceable obligations of the former agency every six months.

**NOTE 22 - SUBSEQUENT EVENT**

The City of Antioch was a party to ongoing litigation involving Contra Costa County and an owner of a former auto dealership within the City of Antioch. An agreement was approved after June 30, 2019 in which the City was required to pay its portion of the settlement, \$2,050,000. The suit was not covered by the City's insurance authority, however, sufficient reserves were available to pay for the settlement and did not result in any financial detriment to the City.

**REQUIRED SUPPLEMENTARY INFORMATION**

*This page intentionally left blank.*

**City of Antioch**  
**Required Supplementary Information**  
**Budgetary Comparison Schedule**  
**For the Fiscal Year Ended June 30, 2019**

Schedule of Revenues and Transfers In - General Fund

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
<b>FUNCTION/ACTIVITY:</b>				
<b>TAXES</b>				
Property secured	\$ 11,028,086	\$ 11,080,351	\$ 11,089,997	\$ 9,646
Property in lieu of VLF	7,941,944	7,949,141	7,949,141	-
Property unsecured	290,000	320,169	341,647	21,478
Property other	400,400	700,000	732,925	32,925
Sales and use tax	13,272,903	15,679,710	15,717,802	38,092
Sales and use tax - Measure C	6,928,325	5,682,052	5,721,347	39,295
Sales and use tax - Measure W	-	3,702,710	3,947,728	245,018
Motor vehicle in-lieu	45,000	54,270	54,270	-
Transient lodging tax	90,000	144,000	163,379	19,379
Franchises - other	8,680	55,800	55,800	-
Franchises - gas	341,425	837,220	837,220	-
Franchises - electric	498,225	453,600	453,600	-
Franchises - cable tv	1,520,820	1,360,555	1,246,717	(113,838)
Franchises - garbage	1,042,515	1,063,000	1,104,642	41,642
Business license tax (Gross Receipts)	3,654,000	3,770,000	3,972,389	202,389
Property transfer tax	360,000	525,000	609,123	84,123
<b>Total taxes</b>	<b>47,422,323</b>	<b>53,377,578</b>	<b>53,997,727</b>	<b>620,149</b>
<b>LICENSES AND PERMITS</b>				
Bicycle License	-	890	890	-
Building permits	1,000,000	1,287,324	1,509,747	222,423
Street & curb permits	200,000	200,000	208,178	8,178
Wide vehicle/overload	10,000	10,848	10,816	(32)
Technology fee	24,000	28,000	31,557	3,557
Energy Inspection Fee	24,000	28,000	31,377	3,377
Pool Safety Fee	500	517	597	80
Accessibility Fee (Non-Resident)	2,000	4,000	4,081	81
Green Bldg Verification & Compliance	40,000	75,161	91,980	16,819
<b>Total licenses and permits</b>	<b>1,300,500</b>	<b>1,634,740</b>	<b>1,889,223</b>	<b>254,483</b>
<b>FINES AND PENALTIES</b>				
Vehicle code fines	50,000	115,000	122,617	7,617
Non-traffic fines	8,000	5,000	3,648	(1,352)
<b>Total fines and penalties</b>	<b>58,000</b>	<b>120,000</b>	<b>126,265</b>	<b>6,265</b>
<b>INVESTMENT INCOME AND RENTALS</b>				
Investment income	75,000	125,000	734,664	609,664
Rent and concessions	510,000	490,000	534,672	44,672
<b>Total investment income and rentals</b>	<b>585,000</b>	<b>615,000</b>	<b>1,269,336</b>	<b>654,336</b>

(Continued)



**City of Antioch**  
**Required Supplementary Information, Continued**  
**Budgetary Comparison Schedule**  
**For the Fiscal Year Ended June 30, 2019**

Schedule of Revenues and Transfers In - General Fund, Continued

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
<b>FUNCTION/ACTIVITY, Continued:</b>				
<b>REVENUE FROM OTHER AGENCIES</b>				
Homeowners property tax relief	80,000	80,000	78,037	(1,963)
P.O.S.T. reimbursements	12,000	20,367	30,508	10,141
AB109 Revenue	130,500	141,149	141,149	-
State mandated reimbursements	-	7,519	168,294	160,775
Grant reimbursements	-	642,100	738,823	96,723
<b>Total revenue from other agencies</b>	<b>222,500</b>	<b>891,135</b>	<b>1,156,811</b>	<b>265,676</b>
<b>CURRENT SERVICE CHARGES</b>				
Administrative services	20,200	47,000	49,682	2,682
Special police services	45,000	107,467	118,899	11,432
False alarm fees	60,000	90,256	107,866	17,610
Plan checking fees	585,360	702,636	714,366	11,730
Planning fees	39,650	173,434	177,684	4,250
Inspection fees	170,000	570,000	750,350	180,350
Special public works services	2,000	-	-	-
Legal Fees	-	14,450	14,450	-
Other service charges	19,350	38,859	43,565	4,706
Assessment fees	290,000	605,696	647,670	41,974
Billings to Department	300,882	240,529	230,133	(10,396)
<b>Total current service charges</b>	<b>1,532,442</b>	<b>2,590,327</b>	<b>2,854,665</b>	<b>264,338</b>
<b>OTHER REVENUES</b>				
Miscellaneous revenue	708,540	1,239,817	1,259,759	19,942
<b>OTHER FINANCING SOURCES</b>				
<b>Transfers in:</b>				
Gas Tax Fund	1,010,000	1,010,000	1,010,000	-
Pollution Elimination	277,875	226,030	214,382	(11,648)
Street Impact	1,290,330	1,391,910	1,391,708	(202)
Street Light and Landscape Maintenance Districts	146,163	145,721	142,925	(2,796)
Supplementary Law Enforcement Grant	100,000	319,000	319,000	-
Local Law Enforcement Block Grant	40,651	40,651	39,788	(863)
Traffic Safety	85,000	120,000	120,000	-
Water Fund	-	10,000	10,000	-
Sewer Fund	-	10,000	10,000	-
<b>Total transfers in</b>	<b>2,950,019</b>	<b>3,273,312</b>	<b>3,257,803</b>	<b>(15,509)</b>
<b>Total other financing sources</b>	<b>2,950,019</b>	<b>3,273,312</b>	<b>3,257,803</b>	<b>(15,509)</b>
<b>Total general fund revenues and other financing sources</b>	<b>\$ 54,779,324</b>	<b>\$ 63,741,909</b>	<b>\$ 65,811,589</b>	<b>\$ 2,069,680</b>

(Concluded)

**City of Antioch**  
**Required Supplementary Information, Continued**  
**Budgetary Comparison Schedule**  
**For the Fiscal Year Ended June 30, 2019**

*Schedule of Expenditures and Transfers Out - General Fund*

	Budget		Actual	Variance With
	Original	Final		Final Budget Positive (Negative)
<b>FUNCTION/ACTIVITY:</b>				
City Council	\$ 17,979	\$ 81,082	\$ 78,730	\$ 2,352
City Attorney	45,618	450,241	516,784	(66,543)
City Manager	33,421	568,160	542,873	25,287
City Clerk	12,889	323,665	297,052	26,613
City Treasurer	275,882	234,529	221,864	12,665
Personnel Services	34,381	664,980	598,775	66,205
Economic Development	458,858	1,024,310	888,291	136,019
Finance	50,416	1,445,746	1,373,982	71,764
Warehouse & Central Stores	17,231	17,266	12,128	5,138
Non-Departmental	392,112	2,204,276	2,440,981	(236,705)
<b>Total general government</b>	<b>1,338,787</b>	<b>7,014,255</b>	<b>6,971,460</b>	<b>42,795</b>
<b>PUBLIC WORKS</b>				
Maintenance Administration	33,634	108,076	77,284	30,792
General Maintenance Services	18,627	22,827	19,952	2,875
Street Maintenance	1,606,531	1,113,805	835,974	277,831
Engineering and Land Development	1,490,898	1,351,710	1,395,921	(44,211)
Signal & Street Lighting	806,953	740,875	726,839	14,036
Striping & Signing	1,003,531	760,410	576,930	183,480
Facilities Maintenance	23,308	691,948	656,411	35,537
Park Maintenance	1,369,787	1,486,623	1,328,863	157,760
Median and General Landscape	596,987	584,369	588,102	(3,733)
Capital Improv/Engineering Administration	148,318	48,907	50,302	(1,395)
Engineering Services	226,037	137,032	109,072	27,960
Work Alternative	167,900	161,316	138,314	23,002
<b>Total public works</b>	<b>7,492,511</b>	<b>7,207,898</b>	<b>6,503,964</b>	<b>703,934</b>
<b>PUBLIC SAFETY</b>				
Administration	5,764,907	4,582,268	4,679,011	(96,743)
Police Reserve	13,692	5,006	2,875	2,131
Prisoner Custody	265,778	309,155	180,769	128,386
Community Policing	17,160,813	13,487,862	13,272,267	215,595
Police Services - Measure C Funded	6,303,241	6,059,367	6,098,662	(39,295)
Traffic Division	727,366	637,676	639,240	(1,564)
Investigation	5,731,549	5,520,819	5,553,293	(32,474)
Special Operations Unit	1,538,700	1,471,256	1,449,053	22,203
Communications	3,543,123	3,452,989	3,281,700	171,289
Emergency Services	5,163	34,222	31,241	2,981
Community Volunteer	126,129	74,135	40,650	33,485
Facility Maintenance	592,661	507,574	518,424	(10,850)
Animal Services	-	192,000	151,536	40,464
<b>Total public safety</b>	<b>41,773,122</b>	<b>36,334,329</b>	<b>35,898,721</b>	<b>435,608</b>

(Continued)

**City of Antioch**  
**Required Supplementary Information, Continued**  
**Budgetary Comparison Schedule**  
**For the Fiscal Year Ended June 30, 2019**

Schedule of Expenditures and Transfers Out - General Fund,, Continued

	Budget		Actual	Variance With Final Budget Positive (Negative)
	Original	Final		
<b>FUNCTION/ACTIVITY, Continued:</b>				
<b>PARKS AND RECREATION</b>				
Community Services	-	267,820	193,013	74,807
<b>Total parks and recreation</b>	-	267,820	193,013	74,807
<b>COMMUNITY DEVELOPMENT</b>				
Land Planning Services	1,316,329	1,490,783	1,426,296	64,487
Code Enforcement	1,048,827	877,628	739,903	137,725
Code Enforcement - Measure C Funded	625,084	421,141	421,141	-
Building Inspection	1,241,724	1,057,333	885,357	171,976
<b>Total community development</b>	4,231,964	3,846,885	3,472,697	374,188
<b>Total current expenditures</b>	54,836,384	54,671,187	53,039,855	1,631,332
<b>CAPITAL OUTLAY</b>				
General Government:				
Non-Departmental	-	127,214	127,214	-
Public Works:				
Street Maintenance	-	237,895	20,676	217,219
Engineering and Land Development	-	35,000	734	34,266
Striping & Signing	-	92,401	82,810	9,591
Public Safety:				
Community Policing	250,000	629,140	268,573	360,567
Community Development:				
Code Enforcement	-	43,388	5,303	38,085
Parks and Recreation:				
Community Services	-	42,180	-	42,180
<b>Total capital outlay</b>	250,000	1,207,218	505,310	701,908
<b>OTHER FINANCING USES:</b>				
<b>Transfers out:</b>				
Animal Control	881,696	1,012,182	906,941	105,241
Antioch WaterPark	469,500	-	-	-
Recreation	771,468	1,289,292	1,749,287	(459,995)
Downtown Street Light & Landscape District	218,000	218,000	173,000	45,000
Capital Project	-	238,310	238,310	-
ABAG/2015 Lease Revenue	-	344,777	344,777	-
Honeywell Capital Lease	37,771	37,784	37,782	2
Marina	120,000	-	-	-
<b>Total transfers out</b>	2,498,435	3,140,345	3,450,097	(309,752)
<b>Total general fund expenditures and other financing uses</b>	<b>\$ 57,584,819</b>	<b>\$ 59,018,750</b>	<b>\$ 56,995,262</b>	<b>\$ 2,023,488</b>

(Concluded)

**City of Antioch**  
**Required Supplementary Information, Continued**  
**Budgetary Comparison Schedule**  
**For the Fiscal Year Ended June 30, 2019**

*Special Revenue Fund - Housing Successor*

	Budget		Actual	Variance With Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Investment income and rentals	\$ 3,000	\$ 3,000	\$ 102,164	\$ 99,164
Revenue from other agencies	10,000	106,705	106,705	-
Other	288,033	240,584	301,596	61,012
<b>Total revenues</b>	<b>301,033</b>	<b>350,289</b>	<b>510,465</b>	<b>160,176</b>
<b>EXPENDITURES:</b>				
Current:				
Community development	135,525	179,996	248,390	(68,394)
<b>Total expenditures</b>	<b>135,525</b>	<b>179,996</b>	<b>248,390</b>	<b>(68,394)</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>165,508</b>	<b>170,293</b>	<b>262,075</b>	<b>91,782</b>
<b>Net change in fund balances</b>	<b>\$ 165,508</b>	<b>\$ 170,293</b>	<b>262,075</b>	<b>\$ 91,782</b>
<b>FUND BALANCES:</b>				
Beginning of year			19,594,966	
End of year			<u>\$ 19,857,041</u>	

**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**Miscellaneous Employees Retirement System,  
an Agent Multiple-Employer Defined Benefit Pension Plan  
As of June 30, 2018  
Last 10 Years\***

**SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS**

	<u>2014</u>	<u>2015</u>	<u>2016</u>
<b>Total Pension Liability</b>			
Service Cost	\$ 2,275,615	\$ 2,281,384	\$ 2,494,442
Interest on total pension liability	10,868,782	11,178,491	11,647,037
Difference between expected and actual experience	-	(1,909,680)	139,957
Changes in assumptions	-	(2,712,350)	-
Benefit payments, including refunds of employee contributions	(7,232,184)	(7,404,372)	(7,758,833)
<b>Net change in total pension liability</b>	<u>5,912,213</u>	<u>1,433,473</u>	<u>6,522,603</u>
<b>Total pension liability - beginning</b>	147,395,383	153,307,596	154,741,069
<b>Total pension liability - ending (a)</b>	<u><u>\$ 153,307,596</u></u>	<u><u>\$ 154,741,069</u></u>	<u><u>\$ 161,263,672</u></u>
<b>Plan fiduciary net position</b>			
Contributions - employer	2,667,605	3,289,258	3,697,065
Contributions - employee	1,105,584	1,003,111	1,080,984
Plan to plan resource movement	-	387	(3,027)
Net Investment income	16,670,267	2,321,856	475,723
Benefit payments	(7,232,184)	(7,404,372)	(7,758,833)
<b>Net change in plan fiduciary net position</b>	<u>13,211,272</u>	<u>(789,760)</u>	<u>(2,508,088)</u>
<b>Plan fiduciary net position - beginning</b>	97,110,375	110,321,647	109,531,887
<b>Plan fiduciary net position - ending (b)</b>	<u><u>\$ 110,321,647</u></u>	<u><u>\$ 109,531,887</u></u>	<u><u>\$ 107,023,799</u></u>
Net pension liability - ending (a) - (b)	\$ 42,985,949	\$ 45,209,182	\$ 54,239,873
Plan fiduciary net position as a percentage of the total pension liability	71.96%	70.78%	66.37%
Covered payroll	\$ 12,054,961	\$ 12,390,746	\$ 13,647,238
Net pension liability as a percentage of covered payroll	356.58%	364.86%	397.44%

*Continued*

**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**Miscellaneous Employees Retirement System,  
an Agent Multiple-Employer Defined Benefit Pension Plan  
As of June 30, 2018  
Last 10 Years\***

**SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS (Continued)**

	2017	2018
<b>Total Pension Liability</b>		
Service Cost	\$ 2,915,302	\$ 2,922,215
Interest on total pension liability	11,876,603	12,047,268
Difference between expected and actual experience	(2,427,359)	1,026,397
Changes in assumptions	9,786,815	(5,098,503)
Benefit payments, including refunds of employee contributions	(7,948,898)	(8,723,758)
<b>Net change in total pension liability</b>	<b>14,202,463</b>	<b>2,173,619</b>
<b>Total pension liability - beginning</b>	<b>161,263,672</b>	<b>175,466,135</b>
<b>Total pension liability - ending (a)</b>	<b>\$ 175,466,135</b>	<b>\$ 177,639,754</b>
<b>Plan fiduciary net position</b>		
Contributions - employer	4,285,820	4,474,827
Contributions - employee	1,233,457	1,214,081
Plan to plan resource movement	(32,798)	(285)
Net Investment income	11,632,807	9,812,078
Benefit payments	(7,948,898)	(8,723,758)
Administrative/other expense	-	(524,904)
<b>Net change in plan fiduciary net position</b>	<b>9,170,388</b>	<b>6,252,039</b>
<b>Plan fiduciary net position - beginning</b>	<b>107,023,799</b>	<b>116,194,187</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 116,194,187</b>	<b>\$ 122,446,226</b>
Net pension liability - ending (a) - (b)	\$ 59,271,948	\$ 55,193,528
Plan fiduciary net position as a percentage of the total pension liability	66.22%	68.93%
Covered payroll	\$ 14,125,211	\$ 15,774,222
Net pension liability as a percentage of covered payroll	419.62%	349.90%

**Notes to Schedule:**

**Benefit changes:** The figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30, 2014. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit.

**Changes in assumptions:** For 2015, the discount rate was changed from 7.5% (net of administrative expense) to 7.65% and for 2017, the discount rate was changed from 7.65% (net of administrative expense) to 7.15%.

\*Fiscal year 2015 was the 1<sup>st</sup> year of implementation, therefore only five years are shown.

**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**Miscellaneous Employees Retirement System,  
an Agent Multiple-Employer Defined Benefit Pension Plan  
As of June 30, 2019  
Last 10 Years\***

**SCHEDULE OF CONTRIBUTIONS**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Actuarially Determined Contribution	\$ 3,289,258	\$ 3,697,065	\$ 4,298,817	\$ 4,474,827	\$ 5,216,674
Contributions in Relation to the					
Actuarially Determined Contribution	(3,289,258)	(3,697,065)	(4,298,817)	(4,474,827)	(5,216,674)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 12,390,746	\$ 13,647,238	\$ 14,125,211	\$ 15,774,222	\$ 16,660,534
Contributions as a Percentage of					
Covered Payroll	26.55%	27.09%	30.43%	28.37%	31.31%

\*Fiscal year 2015 was the 1<sup>st</sup> year of implementation, therefore only five years are shown.

**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**Public Safety Employees Retirement System,  
Cost-Sharing Multiple-Employer Defined Benefit Pension Plan  
As of June 30, 2018  
Last 10 Years\***

**SCHEDULE OF THE LOCAL GOVERNMENTS PROPORTIONATE SHARE OF THE NET PENSION LIABILITY**

	2014	2015	2016	2017	2018
Proportion of the net pension liability	0.537714%	0.547227%	0.541300%	0.536880%	0.554650%
Proportionate share of the net pension liability	\$ 33,459,081	\$ 37,561,170	\$ 46,835,514	\$ 53,243,957	\$ 53,447,620
Covered payroll	\$ 10,649,187	\$ 11,368,228	\$ 12,074,088	\$ 13,591,940	\$ 15,966,685
Proportionate share of the net pension liability as percentage of covered payroll	314.19%	330.40%	387.90%	391.73%	334.74%
Plan fiduciary net position as a percentage of the total pension liability	79.82%	78.40%	74.06%	73.31%	75.26%

**Notes to Schedule:**

**Benefit changes:** The figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30, 2014 as they have minimal cost impact. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit.

**Changes in assumptions:** For 2015, the discount rate was changed from 7.5% (net of administrative expense) to 7.65% and for 2017, the discount rate was changed from 7.65% (net of administrative expense) to 7.15%.

\*Fiscal year 2015 was the 1<sup>st</sup> year of implementation, therefore only five years are shown.



**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**Public Safety Employees Retirement System,  
Cost-Sharing Multiple-Employer Defined Benefit Pension Plan  
As of June 30, 2019  
Last 10 Years\***

**SCHEDULE OF CONTRIBUTIONS**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Actuarially Determined Contribution	\$ 3,652,991	\$ 4,113,904	\$ 4,702,631	\$ 5,194,425	\$ 5,826,251
Contributions in Relation to the Actuarially Determined Contribution	(3,652,991)	(4,113,904)	(4,702,631)	(5,412,879)	(5,935,126)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ (218,454)	\$ (108,875)
Covered Payroll	11,368,228	12,074,088	13,591,940	15,966,685	16,202,478
Contributions as a Percentage of Covered Payroll	32.13%	34.07%	34.60%	32.53%	35.96%

\*Fiscal year 2015 was the 1<sup>st</sup> year of implementation, therefore only five years are shown.

**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**Supplementary Retirement Plan**  
**As of June 30, 2019**  
**Last 10 Years\***  
**SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS**

	2015	2016	2017	2018	2019
<b>Total Pension Liability</b>					
Service Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Interest on total pension liability	76,000	89,649	89,935	90,425	90,559
Difference between expected and actual experience	-	36,011	-	41,781	-
Changes in assumptions	(23,000)	(439,207)	-	41,643	-
Benefit payments, including refunds of employee contributions	(82,000)	(83,627)	(85,299)	(87,006)	(88,746)
<b>Net change in total pension liability</b>	<b>(29,000)</b>	<b>(397,174)</b>	<b>4,636</b>	<b>86,843</b>	<b>1,813</b>
<b>Total pension liability - beginning</b>	<b>2,104,000</b>	<b>2,075,000</b>	<b>1,677,826</b>	<b>1,682,462</b>	<b>1,769,305</b>
<b>Total pension liability - ending (a)</b>	<b>\$ 2,075,000</b>	<b>\$ 1,677,826</b>	<b>\$ 1,682,462</b>	<b>\$ 1,769,305</b>	<b>\$ 1,771,118</b>
<b>Plan fiduciary net position</b>					
Contributions - employer	\$ 91,667	\$ 627,588	\$ 483,310	\$ 696,045	\$ 145,013
Net Investment income	-	29,508	46,509	24,809	101,806
Administrative expense	(5,000)	(34,983)	(27,156)	(39,073)	(8,150)
Benefit payments	(82,000)	(83,627)	(85,299)	(87,006)	(88,746)
<b>Net change in plan fiduciary net position</b>	<b>4,667</b>	<b>538,486</b>	<b>417,364</b>	<b>594,775</b>	<b>149,923</b>
<b>Plan fiduciary net position - beginning</b>	<b>69,000</b>	<b>73,667</b>	<b>612,153</b>	<b>1,029,517</b>	<b>1,624,292</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 73,667</b>	<b>\$ 612,153</b>	<b>\$ 1,029,517</b>	<b>\$ 1,624,292</b>	<b>\$ 1,774,215</b>
Net pension liability (asset) - ending (a) - (b)	\$ 2,001,333	\$ 1,065,673	\$ 652,945	\$ 145,013	\$ (3,097)
Plan fiduciary net position as a percentage of the total pension liability	3.55%	36.48%	61.19%	91.80%	100.17%
Covered payroll	\$ -	\$ -	\$ -	\$ -	\$ -
Net pension liability as a percentage of covered payroll	n/a	n/a	n/a	n/a	n/a

**Notes to Schedule:**

**Covered payroll:** This is a closed plan and thus there is no covered employee payroll

\*Fiscal year 2015 was the 1<sup>st</sup> year of implementation, therefore only five years are shown.

**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**Supplementary Retirement Plan**  
**As of June 30, 2019**  
**Last 10 Years\***  
**SCHEDULE OF CONTRIBUTIONS**

	2015	2016	2017	2018	2019
Actuarially Determined Contribution	\$ 184,000	\$ 182,000	\$ 182,000	\$ 41,000	\$ 41,000
Contributions in Relation to the Actuarially Determined Contribution	(91,667)	(627,588)	(283,310)	(696,045)	(145,013)
Contribution Deficiency (Excess)	\$ 92,333	\$ (445,588)	\$ (101,310)	\$ (655,045)	\$ (104,013)
Covered Payroll	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions as a Percentage of Covered Payroll	n/a	n/a	n/a	n/a	n/a

\*Fiscal year 2015 was the 1<sup>st</sup> year of implementation, therefore only five years are shown.

**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**California Employers' Retiree Benefit Trust**  
**SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS - MANAGEMENT PLAN**  
**For the Measurement Periods Ended June 30\***

	<u>2017</u>	<u>2018</u>
<b>Total OPEB Liability</b>		
Service Cost	\$ 99,704	\$ 89,242
Interest on total OPEB liability	263,097	280,264
Difference between expected and actual		
Changes in assumptions	(550,976)	(39,065)
Benefit payments	(863,145)	(864,159)
<b>Net change in total OPEB liability</b>	<u>(1,051,320)</u>	<u>(533,718)</u>
<b>Total OPEB liability - beginning</b>	<u>9,072,633</u>	<u>8,021,313</u>
<b>Total OPEB liability - ending (a)</b>	<u>\$ 8,021,313</u>	<u>\$ 7,487,595</u>
<b>Plan fiduciary net position</b>		
Contributions - employer	1,163,145	905,839
Net Investment income	205,569	197,074
Administrative expense	(1,053)	(4,637)
Benefit payments	(863,145)	(864,159)
<b>Net change in plan fiduciary net position</b>	<u>504,516</u>	<u>234,117</u>
<b>Plan fiduciary net position - beginning</b>	<u>1,962,683</u>	<u>2,467,199</u>
<b>Plan fiduciary net position - ending (b)</b>	<u>\$ 2,467,199</u>	<u>\$ 2,701,316</u>
<b>Net OPEB liability - ending (a) - (b)</b>	<u>\$ 5,554,114</u>	<u>\$ 4,786,279</u>
Plan fiduciary net position as a percentage of the total OPEB liability	30.76%	36.08%
Covered -employee payroll	\$ 4,994,964	\$ 5,022,596
Net OPEB liability as a percentage of employee covered payroll	111.19%	95.29%

\*Fiscal year 2018 was the 1<sup>st</sup> year of implementation, therefore only two years are shown.

**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**California Employers' Retiree Benefit Trust**  
**As of June 30, 2019**  
**Last 10 Years\***  
**SCHEDULE OF CONTRIBUTIONS - MANAGEMENT PLAN**

	2018	2019
Actuarially Determined Contribution	\$ 727,107	\$ 287,302
Contributions in Relation to the Actuarially Determined Contribution	905,839	715,514
Contribution Deficiency (Excess)	\$ (178,732)	\$ (428,212)
Covered Employee Payroll	\$ 5,022,596	\$ 7,169,542
Contributions as a Percentage of Covered Payroll	18.04%	9.98%

**Notes to Schedule:**

\*Actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2018 were from the June 30, 2015 valuation and for Fiscal Year 2019 were from the June 30, 2017 valuation.

**Methods and assumptions used to determine 2019 contributions:**

Actuarial Cost Method	Entry Age Normal Cost, Level Percent of Pay
Amortization Method/Period	Level percent of payroll over a closed 30-year period
Asset Valuation Method	Market Value
Inflation	2.75%
Payroll Growth	3.00%
Investment Rate of Return	7.28%
Healthcare cost-trend rates	5% per year.
Retirement Age	2.7% @55 for Miscellaneous "classic" employees, 2% @62 for Miscellaneous "PEPRA" employees, 3% @50 for Safety "classic" employees, 2.7% @57 for Safety "PEPRA" employees. The probabilities of retirement are based on the 2014 CalPERS Experience Study for the period from 1997-2011.
Mortality	Pre-retirement mortality based on 2014 CalPERS 1997-2011 Experience Study covering CalPERS participants adjusted to back out 20 years of Scale BB to central year 2008 and then projected forward 6 years using Bickmore Scale 2014 to year 2014. Post retirement mortality probability based on CalPERS Experience Study 2007-2011 adjusted on a generational basis by Bickmore Scale 2014 to anticipate future mortality improvement.

\*Fiscal year 2018 was the 1<sup>st</sup> year of implementation, therefore only two years are shown.

**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**California Employers' Retiree Benefit Trust**  
**SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS - MISCELLANEOUS PLAN**  
**For the Measurement Periods Ended June 30\***

	2017	2018
<b>Total OPEB Liability</b>		
Service Cost	\$ 546,732	\$ 486,921
Interest on total OPEB liability	424,742	482,892
Changes in assumptions	(1,145,298)	(85,377)
Benefit payments	(612,381)	(682,562)
<b>Net change in total OPEB liability</b>	<b>(786,205)</b>	<b>201,874</b>
<b>Total OPEB liability - beginning</b>	<b>13,870,480</b>	<b>13,084,275</b>
<b>Total OPEB liability - ending (a)</b>	<b>\$ 13,084,275</b>	<b>\$ 13,286,149</b>
<b>Plan fiduciary net position</b>		
Contributions - employer	612,381	682,562
Net Investment income	507,572	422,749
Administrative expense	(2,581)	(9,830)
Benefit payments	(612,381)	(682,562)
<b>Net change in plan fiduciary net position</b>	<b>504,991</b>	<b>412,919</b>
<b>Plan fiduciary net position - beginning</b>	<b>4,808,572</b>	<b>5,313,563</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 5,313,563</b>	<b>\$ 5,726,482</b>
<b>Net OPEB liability - ending (a) - (b)</b>	<b>\$ 7,770,712</b>	<b>\$ 7,559,667</b>
Plan fiduciary net position as a percentage of the total OPEB liability	40.61%	43.10%
Covered -employee payroll	\$ 9,817,645	\$ 9,987,924
Net OPEB liability as a percentage of employee covered payroll	79.15%	75.69%

\*Fiscal year 2018 was the 1<sup>st</sup> year of implementation, therefore only two years are shown.

**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**California Employers' Retiree Benefit Trust**  
**As of June 30, 2019**  
**Last 10 Years\***  
**SCHEDULE OF CONTRIBUTIONS - MISCELLANEOUS PLAN**

	2018	2019
Actuarially Determined Contribution	\$ 1,208,972	\$ 521,061
Contributions in Relation to the Actuarially Determined Contribution	682,562	506,824
Contribution Deficiency (Excess)	\$ 1,891,534	\$ 1,027,885
Covered Employee Payroll	\$ 9,987,924	\$ 8,990,906
Contributions as a Percentage of Covered Payroll	6.83%	5.64%

**Notes to Schedule:**

\*Actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2018 were from the June 30, 2015 valuation and for Fiscal Year 2019 were from the June 30, 2017 valuation.

**Methods and assumptions used to determine 2019 contributions:**

Actuarial Cost Method	Entry Age Normal Cost, Level Percent of Pay
Amortization Method/Period	Level percent of payroll over a closed 30-year period
Asset Valuation Method	Market Value
Inflation	2.75%
Payroll Growth	3.00%
Investment Rate of Return	7.28%
Healthcare cost-trend rates	5% per year.
Retirement Age	2.7% @55 for Miscellaneous "classic" employees, 2% @62 for Miscellaneous "PEPRA" employees, 3% @50 for Safety "classic" employees, 2.7% @57 for Safety "PEPRA" employees. The probabilities of retirement are based on the 2014 CalPERS Experience Study for the period from 1997-2011.
Mortality	Pre-retirement mortality based on 2014 CalPERS 1997-2011 Experience Study covering CalPERS participants adjusted to back out 20 years of Scale BB to central year 2008 and then projected forward 6 years using Bickmore Scale 2014 to year 2014. Post retirement mortality probability based on CalPERS Experience Study 2007-2011 adjusted on a generational basis by Bickmore Scale 2014 to anticipate future mortality improvement.

\*Fiscal year 2018 was the 1<sup>st</sup> year of implementation, therefore only two years shown.

**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**California Employers' Retiree Benefit Trust**  
**SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS -POLICE PLAN**  
**For the Measurement Periods Ended June 30\***

	<u>2017</u>	<u>2018</u>
<b>Total OPEB Liability</b>		
Service Cost	\$ 1,372,714	\$ 1,182,226
Interest on total OPEB liability	1,285,771	1,448,586
Changes in assumptions	(4,649,266)	(341,619)
Benefit payments	(805,720)	(890,450)
<b>Net change in total OPEB liability</b>	<b>(2,796,501)</b>	<b>1,398,743</b>
<b>Total OPEB liability - beginning</b>	<b>41,746,794</b>	<b>38,950,293</b>
<b>Total OPEB liability - ending (a)</b>	<b>\$ 38,950,293</b>	<b>\$ 40,349,036</b>
<b>Plan fiduciary net position</b>		
Contributions - employer	805,720	890,450
Net Investment income	321,116	267,454
Administrative expense	(1,632)	(6,219)
Benefit payments	(805,720)	(890,450)
<b>Net change in plan fiduciary net position</b>	<b>319,484</b>	<b>261,235</b>
<b>Plan fiduciary net position - beginning</b>	<b>3,042,157</b>	<b>3,361,641</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 3,361,641</b>	<b>\$ 3,622,876</b>
<b>Net OPEB liability - ending (a) - (b)</b>	<b>\$ 35,588,652</b>	<b>\$ 36,726,160</b>
Plan fiduciary net position as a percentage of the total OPEB liability	8.63%	8.98%
Covered -employee payroll	\$ 13,734,057	\$ 13,581,702
Net OPEB liability as a percentage of employee covered payroll	259.13%	270.41%

\*Fiscal year 2018 was the 1<sup>st</sup> year of implementation, therefore only two years are shown.



**City of Antioch**  
**Required Supplementary Information, Continued**  
**For the Fiscal Year Ended June 30, 2019**

**California Employers' Retiree Benefit Trust**  
**As of June 30, 2019**  
**Last 10 Years\***  
**SCHEDULE OF CONTRIBUTIONS - POLICE PLAN**

	2018	2019
Actuarially Determined Contribution	\$ 3,367,235	\$ 2,119,228
Contributions in Relation to the Actuarially Determined Contribution	890,450	840,610
Contribution Deficiency (Excess)	\$ 2,476,785	\$ 1,278,618
Covered Employee Payroll	\$ 13,581,702	\$ 16,202,478
Contributions as a Percentage of Covered Payroll	6.56%	5.19%

**Notes to Schedule:**

\*Actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2018 were from the June 30, 2015 valuation and for Fiscal Year 2019 were from the June 30, 2017 valuation.

**Methods and assumptions used to determine 2019 contributions:**

Actuarial Cost Method	Entry Age Normal Cost, Level Percent of Pay
Amortization Method/Period	Level percent of payroll over a closed 30-year period
Asset Valuation Method	Market Value
Inflation	2.75%
Payroll Growth	3.00%
Investment Rate of Return	7.28%
Healthcare cost-trend rates	5% per year.
Retirement Age	2.7% @55 for Miscellaneous "classic" employees, 2% @62 for Miscellaneous "PEPRA" employees, 3% @50 for Safety "classic" employees, 2.7% @57 for Safety "PEPRA" employees. The probabilities of retirement are based on the 2014 CalPERS Experience Study for the period from 1997-2011.
Mortality	Pre-retirement mortality based on 2014 CalPERS 1997-2011 Experience Study covering CalPERS participants adjusted to back out 20 years of Scale BB to central year 2008 and then projected forward 6 years using Bickmore Scale 2014 to year 2014. Post retirement mortality probability based on CalPERS Experience Study 2007-2011 adjusted on a generational basis by Bickmore Scale 2014 to anticipate future mortality improvement.

\*Fiscal year 2018 was the 1<sup>st</sup> year of implementation, therefore only two years are shown.

**City of Antioch**  
**Notes to Required Supplementary Information**  
**For the Fiscal Year Ended June 30, 2019**

---

**BUDGETARY BASIS OF ACCOUNTING**

The City follows these procedures in establishing the budgetary data reflected in the required supplementary information:

1. The City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. The budget is legally enacted through passage of a minute order.
4. The City Manager is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that increase the total expenditures of any fund must be approved by the City Council. Expenditures may not legally exceed budgeted appropriations at the fund level without City Council approval.
5. The City adopts a two year budget for its General Fund, Special Revenue Funds, Debt Service Funds and Capital Projects Funds.
6. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. Amounts presented include amendments approved by the City Council.
7. Encumbrance accounting is employed as an extension of formal budgetary integration in the City's governmental funds. Encumbrances outstanding at year end are reported as assignments of fund balances, since they do not yet constitute expenditures or liabilities. Encumbrances are reappropriated in the following year. Unexpended appropriations lapse at year end.

*This page intentionally left blank.*

**SUPPLEMENTAL INFORMATION**

*This page intentionally left blank.*

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Capital Project Fund - Capital Improvement**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Taxes	\$ 400,000	\$ 400,000	\$ 400,000	\$ -
Investment income and rentals	10,000	10,000	107,825	97,825
Revenue from other agencies	2,997,300	2,997,300	2,886,517	(110,783)
Current service charges	20,000	20,000	63,366	43,366
Other	20,000	20,000	15,704	(4,296)
<b>Total revenues</b>	<b>3,447,300</b>	<b>3,447,300</b>	<b>3,473,412</b>	<b>26,112</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	46,511	387,611	805,425	(417,814)
Capital outlay	4,275,300	4,722,496	2,496,499	2,225,997
<b>Total expenditures</b>	<b>4,321,811</b>	<b>5,110,107</b>	<b>3,301,924</b>	<b>1,808,183</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(874,511)</b>	<b>(1,662,807)</b>	<b>171,488</b>	<b>1,834,295</b>
<b>OTHER FINANCING SOURCES:</b>				
Transfers in	550,000	899,000	2,838,874	1,939,874
<b>Total other financing sources</b>	<b>550,000</b>	<b>899,000</b>	<b>2,838,874</b>	<b>1,939,874</b>
<b>Net change in fund balances</b>	<b>\$ (324,511)</b>	<b>\$ (763,807)</b>	<b>3,010,362</b>	<b>\$ 3,774,169</b>
<b>FUND BALANCES:</b>				
Beginning of year			(91,276)	
End of year			<b>\$ 2,919,086</b>	

**City of Antioch**  
**Combining Balance Sheet**  
**Non-Major Governmental Funds**  
**June 30, 2019**

	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total
<b>ASSETS</b>				
Cash and investments	\$ 22,997,586	\$ -	\$ 2,586,545	\$ 25,584,131
Receivables:				
Accounts, net	929,711	-	752	930,463
Tax	805,373	-	-	805,373
Prepaid items	111,874	261	-	112,135
Loans receivable	6,646,909	-	-	6,646,909
<b>Total assets</b>	<b>\$ 31,491,453</b>	<b>\$ 261</b>	<b>\$ 2,587,297</b>	<b>\$ 34,079,011</b>
<b>LIABILITIES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 2,345,332	\$ -	\$ 83,043	\$ 2,428,375
Accrued payroll	109,655	-	-	109,655
Deposits	1,106,661	-	-	1,106,661
Due to other funds	9,269	-	636	9,905
Unearned revenue	97,388	-	-	97,388
<b>Total liabilities</b>	<b>3,668,305</b>	<b>-</b>	<b>83,679</b>	<b>3,751,984</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable asset forfeiture receipts	14,859	-	-	14,859
Unavailable grant receipts	286,197	-	-	286,197
Unavailable AAPFFA receipts	-	-	752	752
<b>Total deferred inflows of resources</b>	<b>301,056</b>	<b>-</b>	<b>752</b>	<b>301,808</b>
<b>Fund Balances:</b>				
Nonspendable:				
Petty cash and prepaid items	115,724	261	-	115,985
Restricted for:				
Housing & Development	7,058,735	-	-	7,058,735
Public Facilities	-	-	1,505,555	1,505,555
Streets	8,819,775	-	-	8,819,775
Parks	186,191	-	-	186,191
PEG Programming	1,621,803	-	-	1,621,803
Storm Channels	2,427,120	-	-	2,427,120
Landscape Maintenance	1,717,908	-	-	1,717,908
Tidelands Areas Protection	102,390	-	-	102,390
Law Enforcement	423,074	-	-	423,074
Traffic Safety	33,378	-	-	33,378
Parks & Recreation	79,772	-	-	79,772
Abandoned Vehicle	353,853	-	-	353,853
Committed to:				
Parks	2,100,773	-	-	2,100,773
Landscape Maintenance	154,511	-	-	154,511
Arts & Cultural Activities	101,127	-	-	101,127
Field Maintenance	317,255	-	-	317,255
Memorial Field Maintenance	21,864	-	-	21,864
Road Repair	345,853	-	-	345,853
Waste Reduction	368,880	-	-	368,880
Youth Activities/Building Maintenance	111,687	-	-	111,687
Traffic Signals	779,914	-	-	779,914
Post Retirement Medical	217,006	-	-	217,006
Assigned to:				
Parks & Recreation	63,499	-	-	63,499
Capital Projects	-	-	143,034	143,034
Community Benefit Programs	-	-	375,947	375,947
AD 26	-	-	376,657	376,657
AD 27	-	-	102,395	102,395
Unassigned	-	-	(722)	(722)
<b>Total fund balances</b>	<b>27,522,092</b>	<b>261</b>	<b>2,502,866</b>	<b>30,025,219</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 31,491,453</b>	<b>\$ 261</b>	<b>\$ 2,587,297</b>	<b>\$ 34,079,011</b>

**City of Antioch**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Non-Major Governmental Funds**  
**For the Fiscal Year Ended June 30, 2019**

	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total
<b>REVENUES:</b>				
Taxes	\$ 6,271,712	\$ -	\$ -	\$ 6,271,712
Fines and penalties	97,726	-	-	97,726
Investment income and rentals	1,074,957	4,910	57,068	1,136,935
Revenue from other agencies	2,730,133	-	11,411	2,741,544
Current service charges	4,073,138	-	902,261	4,975,399
Special assessment revenue	2,948,071	-	-	2,948,071
Other	728,074	-	-	728,074
<b>Total revenues</b>	<b>17,923,811</b>	<b>4,910</b>	<b>970,740</b>	<b>18,899,461</b>
<b>EXPENDITURES:</b>				
Current:				
General government	962,631	5,394	-	968,025
Public works	1,256,229	-	8,331	1,264,560
Public safety	2,107,565	-	-	2,107,565
Parks and recreation	5,947,523	-	-	5,947,523
Community development	800,502	-	14,941	815,443
Capital outlay	3,823,691	-	8,968	3,832,659
Debt service:				
Principal retirement	-	693,689	-	693,689
Interest and fiscal charges	-	195,676	-	195,676
<b>Total expenditures</b>	<b>14,898,141</b>	<b>894,759</b>	<b>32,240</b>	<b>15,825,140</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>3,025,670</b>	<b>(889,849)</b>	<b>938,500</b>	<b>3,074,321</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	4,830,044	889,606	-	5,719,650
Transfers (out)	(5,831,100)	-	(20,769)	(5,851,869)
<b>Total other financing sources (uses)</b>	<b>(1,001,056)</b>	<b>889,606</b>	<b>(20,769)</b>	<b>(132,219)</b>
<b>Net change in fund balances</b>	<b>2,024,614</b>	<b>(243)</b>	<b>917,731</b>	<b>2,942,102</b>
<b>FUND BALANCES:</b>				
Beginning of year	25,497,478	504	1,585,135	27,083,117
End of year	\$ 27,522,092	\$ 261	\$ 2,502,866	\$ 30,025,219



*This page intentionally left blank.*

## NON-MAJOR SPECIAL REVENUE FUNDS

These funds account for the proceeds derived from special revenue sources, which are legally restricted to expenditures for specified purposes.

### **Delta Fair Property Fund**

This fund accounts for revenues resulting from the sale or lease of surplus right-of-way property acquired from the State. In accordance with agreements with the State, expenditures must be for park and recreational facilities.

**Housing and Community Development Fund** - This fund accounts for grant funds received from the Federal government for the purpose of developing viable urban communities.

### **RMRA Fund**

This fund accounts for the receipts and expenditures of the Road Repair and Accountability Act (SB1 1) funds.

### **Gas Tax Fund**

This fund accounts for revenues and related expenditures received from the State under the Streets and Highway Code Sections 2105, 2106, 2107, and 2107.5. The allocations must be spent for street maintenance or construction and a limited amount for engineering.

### **Recreation Programs**

This fund accounts for revenue received to cover the costs of recreation programs provided by the City's Leisure Services Divisions.

### **Animal Control Fund**

This fund accounts for revenues and expenditures of the City's animal services program. A portion of the revenues required to operate this function comes from animal licenses and shelter, adoption, handling, and impound fees. The remainder comes from a subsidy transfer from the General Fund.

### **Civic Arts Fund**

This fund accounts for money specifically set aside for art programs and projects. Revenues come from a percentage of the City's Transient Occupancy Tax. Expenditures are for a variety of programs in the fund and performing arts, as well as projects such as Art in Public Places.

### **Park in Lieu Fund**

This fund accounts for revenues from park dedication fees required of all new construction. Monies are accumulated in accounts allocated to certain parks on the basis of the area in which the construction is taking place. These funds are then appropriated and spent for park development.

### **Senior Bus Fund**

This fund accounts for the City's Senior Bus Program, which provides door-to-door transportation to frail, elderly, and disabled individuals. Revenue sources are grant funds through the Metropolitan Transportation Commission and fees paid by riders and the Antioch Committee on Aging.

### **Abandoned Vehicles Fund**

This fund accounts for revenue from AB 4114, which charges a \$1.00 fee on the registration of all vehicles located in the City. The funds are received from the County and are used to remove abandoned vehicles from City streets.

### **Traffic Signal Fee Fund**

This fund accounts for fees from developers for all new traffic signal construction.

## NON-MAJOR SPECIAL REVENUE FUNDS, Continued

### **Asset Forfeitures Fund**

This fund was established to account for the proceeds from sales of assets seized in connection with drug enforcement. These proceeds are to be used for law enforcement purposes.

### **Measure J Growth Management Program Fund**

This fund accounts for Measure J Funds, which are used to construct roads.

### **Child Care Fund**

This fund accounts for lease revenue received and City expenditures relating to the child care center leased from the City by the YWCA.

### **Tidelands Assembly Bill 1900**

In 1990, the California State Legislature passed legislation that created tidelands entitlement areas. Funds are generated by payments from the lessees of the City's tidelands areas. This revenue is limited to improving accessibility and/or protection of the City's waterfront areas.

### **Maintenance Districts**

Established to account for revenue and related expenditures of lighting and landscape activities.

### **Solid Waste Reduction AB 939**

Under AB 939, a special fee is levied by the State against each ton of solid waste, which is disposed at landfill sites. A portion of this fee goes back to the cities on a quarterly basis for use in achieving AB 939 goals.

### **Pollution Elimination**

This fund was established to account for activities related to the National Pollution Discharge Elimination Program. The purpose of this program is to monitor and reduce storm water pollution.

### **Supplemental Law Enforcement**

This fund accounts for supplemental public safety funding allocated in AB 3229. Funds must be used for front-line police services and must supplement and not supplant existing funding for law enforcement services.

### **Street Impact Fund**

This fund accounts for franchise taxes received.

### **Traffic Safety Fund**

This fund accounts for fines and forfeitures received under Section 1463 of the Penal Code. Funds shall be used exclusively for official traffic control devices, the maintenance thereof, equipment and supplies for traffic law enforcement and traffic accident prevention.

### **PEG Franchise Fee Fund**

This fund accounts for a 1% fee collected from video franchises to support local Public, Educational and Governmental Programming (PEG).

### **East Lone Tree Benefit District Fund**

This fund accounts for the East Lone Tree Public Facility Benefit District formed by the City in December 2016. A benefit district fee is charged to developers to be used to fund the planning, design/engineering and construction of transportation improvements - specifically the segments of Slatten Ranch Road and related infrastructure including storm drain, water, sanitary sewer, dry utilities and East Antioch Trail improvements.

## **NON-MAJOR SPECIAL REVENUE FUNDS, Continued**

### **CFD 2016-01 Police Protection**

This fund accounts for CFD 2016-01 formed by the City in 2017 and accounts for a special tax secured by a continuing lien against all non-exempt real property in the CFD to fund all or a portion of the cost of Police protection services.

### **CFD 2018-01 Public Services**

This fund accounts for CFD 2018-01 formed by the City in 2018 and accounts for a special tax secured by a continuing lien against all non-exempt real property in the CFD to fund all or a portion of the cost of neighborhood park and street lighting maintenance, neighborhood landscape maintenance, stormwater maintenance, open space maintenance and administrative expenses of the CFD.

### **CFD 2018-02 Police Protection**

This fund accounts for CFD 2018-02 formed by the City in 2018 and accounts for a special tax secured by a continuing lien against all non-exempt real property in the CFD to fund all or a portion of the cost of Police protection services.

### **Post Retirement Medical**

This fund is used to pay post retirement medical benefits for retirees under the following categories: Miscellaneous, Police, and Management employees.

**City of Antioch**  
**Combining Balance Sheet**  
**Non-Major Special Revenue Funds**  
**June 30, 2019**

	Delta Fair Property	Housing and Community Development	RMRA	Gas Tax	Recreation Programs	Animal Control
<b>ASSETS</b>						
Cash and investments	\$ 186,718	\$ 475,830	\$ 237,660	\$ 1,965,746	\$ 1,224,397	\$ 34,125
Receivables:						
Accounts, net	-	146,500	106,606	-	32,881	13,628
Taxes	-	-	194,375	179,150	-	-
Prepaid items	-	-	-	-	2,744	-
Loans receivable	-	6,646,909	-	-	-	-
<b>Total assets</b>	<b>\$ 186,718</b>	<b>\$ 7,269,239</b>	<b>\$ 538,641</b>	<b>\$ 2,144,896</b>	<b>\$ 1,260,022</b>	<b>\$ 47,753</b>
<b>LIABILITIES AND FUND BALANCES</b>						
<b>Liabilities:</b>						
Accounts payable	\$ 451	\$ 65,128	\$ 15,511	\$ 67,953	\$ 181,042	\$ 21,096
Accrued payroll	76	157	-	132	76,934	14,484
Deposits	-	-	-	-	558,945	12,173
Due to other funds	-	-	-	-	-	-
Unavailable revenue	-	-	-	-	97,388	-
<b>Total liabilities</b>	<b>527</b>	<b>65,285</b>	<b>15,511</b>	<b>68,085</b>	<b>914,309</b>	<b>47,753</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Unavailable asset forfeiture receipts	-	-	-	-	-	-
Unavailable grant receipts	-	145,219	36,606	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>145,219</b>	<b>36,606</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund balances:</b>						
Nonspendable:						
Petty cash and prepaid items	-	-	-	-	6,594	-
Restricted for:						
Housing & Development	-	7,058,735	-	-	-	-
Streets	-	-	486,524	2,076,811	-	-
Parks	186,191	-	-	-	-	-
PEG Programming	-	-	-	-	-	-
Storm Channels	-	-	-	-	-	-
Landscape Maintenance	-	-	-	-	-	-
Tidelands Areas Protection	-	-	-	-	-	-
Law Enforcement	-	-	-	-	-	-
Traffic Safety	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	-
Abandoned Vehicle	-	-	-	-	-	-
Parks	-	-	-	-	-	-
Landscape Maintenance	-	-	-	-	-	-
Arts & Cultural Activities	-	-	-	-	-	-
Field Maintenance	-	-	-	-	317,255	-
Memorial Field Maintenance	-	-	-	-	21,864	-
Road Repair	-	-	-	-	-	-
Waste Reduction	-	-	-	-	-	-
Youth Activities/Building Maintenance	-	-	-	-	-	-
Traffic Signals	-	-	-	-	-	-
Post Retirement Medical	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	-
<b>Total fund balances</b>	<b>186,191</b>	<b>7,058,735</b>	<b>486,524</b>	<b>2,076,811</b>	<b>345,713</b>	<b>-</b>
<b>Total liabilities and fund balances</b>	<b>\$ 186,718</b>	<b>\$ 7,269,239</b>	<b>\$ 538,641</b>	<b>\$ 2,144,896</b>	<b>\$ 1,260,022</b>	<b>\$ 47,753</b>

Civic Arts	Park in Lieu	Senior Bus	Abandoned Vehicles	Traffic Signal Fee	Asset Forfeitures	Measure J Growth Management Program	Child Care	Tidelands Assembly Bill - 1900
\$ 77,401	\$ 2,100,773	\$ 143,271	\$ 308,528	\$ 779,914	\$ 774,216	\$ 5,859,860	\$ 117,687	\$ 102,390
-	-	-	45,364	-	28,318	8,235	-	-
23,794	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
<u>\$ 101,195</u>	<u>\$ 2,100,773</u>	<u>\$ 143,271</u>	<u>\$ 353,892</u>	<u>\$ 779,914</u>	<u>\$ 802,534</u>	<u>\$ 5,868,095</u>	<u>\$ 117,687</u>	<u>\$ 102,390</u>
\$ 68	\$ -	\$ -	\$ -	\$ -	\$ 36,479	\$ 1,463,749	\$ -	\$ -
-	-	-	39	-	-	1,798	-	-
-	-	-	-	-	371,525	3,520	6,000	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
<u>68</u>	<u>-</u>	<u>-</u>	<u>39</u>	<u>-</u>	<u>408,004</u>	<u>1,469,067</u>	<u>6,000</u>	<u>-</u>
-	-	-	-	-	14,859	-	-	-
-	-	-	-	-	-	8,235	-	-
-	-	-	-	-	14,859	8,235	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	4,390,793	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	102,390
-	-	-	-	-	379,671	-	-	-
-	-	79,772	-	-	-	-	-	-
-	-	-	353,853	-	-	-	-	-
-	2,100,773	-	-	-	-	-	-	-
101,127	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	111,687	-
-	-	-	-	779,914	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	63,499	-	-	-	-	-	-
<u>101,127</u>	<u>2,100,773</u>	<u>143,271</u>	<u>353,853</u>	<u>779,914</u>	<u>379,671</u>	<u>4,390,793</u>	<u>111,687</u>	<u>102,390</u>
<u>\$ 101,195</u>	<u>\$ 2,100,773</u>	<u>\$ 143,271</u>	<u>\$ 353,892</u>	<u>\$ 779,914</u>	<u>\$ 802,534</u>	<u>\$ 5,868,095</u>	<u>\$ 117,687</u>	<u>\$ 102,390</u>

**City of Antioch**  
**Combining Balance Sheet**  
**Non-Major Special Revenue Funds**  
**June 30, 2019**

	Lighting & Landscape District	Park 1A Maintenance District	Solid Waste Reduction AB 939	Pollution Elimination	Supplemental Law Enforcement	LLEBG Byrne Grant
<b>ASSETS</b>						
Cash and investments	\$ 2,077,587	\$ 160,112	\$ 434,093	\$ 2,077,367	\$ 11,217	\$ -
Receivables:						
Accounts, net	-	1,598	110	424,212	96,137	9,269
Taxes	-	-	-	-	-	-
Prepaid items	-	-	-	7,115	-	-
Loans receivable	-	-	-	-	-	-
<b>Total assets</b>	<b>\$ 2,077,587</b>	<b>\$ 161,710</b>	<b>\$ 434,203</b>	<b>\$ 2,508,694</b>	<b>\$ 107,354</b>	<b>\$ 9,269</b>
<b>LIABILITIES AND FUND BALANCES</b>						
<b>Liabilities:</b>						
Accounts payable	\$ 247,622	\$ 7,154	\$ 14,272	\$ 68,097	\$ -	\$ -
Accrued payroll	7,922	45	1,553	6,362	-	-
Deposits	105,000	-	49,498	-	-	-
Due to other funds	-	-	-	-	-	9,269
Unavailable revenue	-	-	-	-	-	-
<b>Total liabilities</b>	<b>360,544</b>	<b>7,199</b>	<b>65,323</b>	<b>74,459</b>	<b>-</b>	<b>9,269</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Unavailable asset forfeiture receipts	-	-	-	-	-	-
Unavailable grant receipts	-	-	-	-	96,137	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>96,137</b>	<b>-</b>
<b>Fund balances:</b>						
Nonspendable:						
Petty cash and prepaid items	-	-	-	7,115	-	-
Restricted for:						
Housing & Development	-	-	-	-	-	-
Streets	-	-	-	-	-	-
Parks	-	-	-	-	-	-
PEG Programming	-	-	-	-	-	-
Storm Channels	-	-	-	2,427,120	-	-
Landscape Maintenance	1,717,043	-	-	-	-	-
Tidelands Areas Protection	-	-	-	-	-	-
Law Enforcement	-	-	-	-	11,217	-
Traffic Safety	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	-
Abandoned Vehicle	-	-	-	-	-	-
Parks	-	-	-	-	-	-
Landscape Maintenance	-	154,511	-	-	-	-
Arts & Cultural Activities	-	-	-	-	-	-
Field Maintenance	-	-	-	-	-	-
Memorial Field Maintenance	-	-	-	-	-	-
Road Repair	-	-	-	-	-	-
Waste Reduction	-	-	368,880	-	-	-
Youth Activities/ Building Maintenance	-	-	-	-	-	-
Traffic Signals	-	-	-	-	-	-
Post Retirement Medical	-	-	-	-	-	-
Parks & Recreation	-	-	-	-	-	-
<b>Total fund balances</b>	<b>1,717,043</b>	<b>154,511</b>	<b>368,880</b>	<b>2,434,235</b>	<b>11,217</b>	<b>-</b>
<b>Total liabilities and fund balances</b>	<b>\$ 2,077,587</b>	<b>\$ 161,710</b>	<b>\$ 434,203</b>	<b>\$ 2,508,694</b>	<b>\$ 107,354</b>	<b>\$ 9,269</b>

Street Impact	Traffic Safety	PEG Franchise Fee	East Lone Tree Benefit District	CFD 2016-01 Police Protection	CFD 2018-01 Public Services	CFD 2018-02 Police Protection	Post Retirement Medical	Total
\$ -	\$ 16,525	\$ 1,711,038	\$ 1,865,647	\$ 24,932	\$ 2,530	\$ 10,122	\$ 217,900	\$ 22,997,586
-	16,853	-	-	-	-	-	-	929,711
345,853	-	62,201	-	-	-	-	-	805,373
-	-	-	-	-	-	-	102,015	111,874
-	-	-	-	-	-	-	-	6,646,909
<u>\$ 345,853</u>	<u>\$ 33,378</u>	<u>\$ 1,773,239</u>	<u>\$ 1,865,647</u>	<u>\$ 24,932</u>	<u>\$ 2,530</u>	<u>\$ 10,122</u>	<u>\$ 319,915</u>	<u>\$ 31,491,453</u>
\$ -	\$ -	\$ 151,283	\$ -	\$ 1,203	\$ 1,665	\$ 1,665	\$ 894	\$ 2,345,332
-	-	153	-	-	-	-	-	109,655
-	-	-	-	-	-	-	-	1,106,661
-	-	-	-	-	-	-	-	9,269
-	-	-	-	-	-	-	-	97,388
-	-	151,436	-	1,203	1,665	1,665	894	3,668,305
-	-	-	-	-	-	-	-	14,859
-	-	-	-	-	-	-	-	286,197
-	-	-	-	-	-	-	-	301,056
-	-	-	-	-	-	-	102,015	115,724
-	-	-	-	-	-	-	-	7,058,735
-	-	-	1,865,647	-	-	-	-	8,819,775
-	-	-	-	-	-	-	-	186,191
-	-	1,621,803	-	-	-	-	-	1,621,803
-	-	-	-	-	-	-	-	2,427,120
-	-	-	-	-	-	-	-	1,717,908
-	-	-	-	-	865	-	-	102,390
-	-	-	-	23,729	-	8,457	-	423,074
-	33,378	-	-	-	-	-	-	33,378
-	-	-	-	-	-	-	-	79,772
-	-	-	-	-	-	-	-	353,853
-	-	-	-	-	-	-	-	2,100,773
-	-	-	-	-	-	-	-	154,511
-	-	-	-	-	-	-	-	101,127
-	-	-	-	-	-	-	-	317,255
-	-	-	-	-	-	-	-	21,864
345,853	-	-	-	-	-	-	-	345,853
-	-	-	-	-	-	-	-	368,880
-	-	-	-	-	-	-	-	111,687
-	-	-	-	-	-	-	-	779,914
-	-	-	-	-	-	-	217,006	217,006
-	-	-	-	-	-	-	-	63,499
<u>345,853</u>	<u>33,378</u>	<u>1,621,803</u>	<u>1,865,647</u>	<u>23,729</u>	<u>865</u>	<u>8,457</u>	<u>319,021</u>	<u>27,522,092</u>
<u>\$ 345,853</u>	<u>\$ 33,378</u>	<u>\$ 1,773,239</u>	<u>\$ 1,865,647</u>	<u>\$ 24,932</u>	<u>\$ 2,530</u>	<u>\$ 10,122</u>	<u>\$ 319,915</u>	<u>\$ 31,491,453</u>



**City of Antioch**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Non-Major Special Revenue Funds**  
**For the Fiscal Year Ended June 30, 2019**

	Delta Fair Property	Housing and Community Development	RMRA	Gas Tax	Recreation Programs	Animal Control
<b>REVENUES:</b>						
Taxes	\$ -	\$ -	\$ 2,040,471	\$ 2,322,418	\$ -	\$ -
Fines and penalties	-	-	-	-	-	-
Investment income and rentals	58,752	7,903	21,493	50,800	344,446	-
Revenue from other agencies	-	438,965	70,000	-	-	120,840
Current service charges	-	-	-	-	1,521,828	276,243
Special assessment revenue	-	-	-	-	-	-
Other	-	272,152	-	1,280	27,570	28,884
<b>Total revenues</b>	<b>58,752</b>	<b>719,020</b>	<b>2,131,964</b>	<b>2,374,498</b>	<b>1,893,844</b>	<b>425,967</b>
<b>EXPENDITURES:</b>						
Current:						
General Government	-	-	-	-	-	-
Public works	9,282	-	2,134	513,360	-	-
Public safety	-	-	-	-	-	1,336,816
Parks and recreation	-	-	-	-	3,689,444	-
Community development	-	434,732	-	-	-	-
Capital outlay	451	-	305,558	-	-	-
<b>Total expenditures</b>	<b>9,733</b>	<b>434,732</b>	<b>307,692</b>	<b>513,360</b>	<b>3,689,444</b>	<b>1,336,816</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>49,019</b>	<b>284,288</b>	<b>1,824,272</b>	<b>1,861,138</b>	<b>(1,795,600)</b>	<b>(910,849)</b>
<b>OTHER FINANCING SOURCES (USES):</b>						
Transfers in	-	-	-	-	1,852,616	906,941
Transfers (out)	-	-	(1,861,720)	(1,600,443)	(20,672)	(592)
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>	<b>(1,861,720)</b>	<b>(1,600,443)</b>	<b>1,831,944</b>	<b>906,349</b>
<b>Net change in fund balances</b>	<b>49,019</b>	<b>284,288</b>	<b>(37,448)</b>	<b>260,695</b>	<b>36,344</b>	<b>(4,500)</b>
<b>FUND BALANCES:</b>						
Beginning of year	137,172	6,774,447	523,972	1,816,116	309,369	4,500
End of year	\$ 186,191	\$ 7,058,735	\$ 486,524	\$ 2,076,811	\$ 345,713	\$ -

Civic Arts	Park in Lieu	Senior Bus	Abandoned Vehicles	Traffic Signal Fee	Asset Forfeitures	Measure J Growth Management Program	Child Care	Tidelands Assembly Bill - 1900
\$ 70,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-	-	-
1,787	51,121	4,340	8,272	18,883	17,130	106,111	88,205	10,228
-	-	-	84,264	-	-	1,609,818	-	-
-	371,967	4,582	-	137,405	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	356,133	-	-	-
71,807	423,088	8,922	92,536	156,288	373,263	1,715,929	88,205	10,228
-	-	-	-	-	-	-	-	-
-	3,399	-	-	1,557	-	209,804	-	498
-	-	-	48,804	-	16,935	-	-	-
43,208	-	39,712	-	-	-	-	801	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	3,228,188	-	-
43,208	3,399	39,712	48,804	1,557	16,935	3,437,992	801	498
28,599	419,689	(30,790)	43,732	154,731	356,328	(1,722,063)	87,404	9,730
-	-	-	-	-	-	1,861,720	-	-
-	-	(7,700)	-	-	-	-	(70,000)	-
-	-	(7,700)	-	-	-	1,861,720	(70,000)	-
28,599	419,689	(38,490)	43,732	154,731	356,328	139,657	17,404	9,730
72,528	1,681,084	181,761	310,121	625,183	23,343	4,251,136	94,283	92,660
\$ 101,127	\$ 2,100,773	\$ 143,271	\$ 353,853	\$ 779,914	\$ 379,671	\$ 4,390,793	\$ 111,687	\$ 102,390

**City of Antioch**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Non-Major Special Revenue Funds**  
**For the Fiscal Year Ended June 30, 2019**

	Lighting & Landscape District	Park 1A Maintenance District	Solid Waste Reduction AB 939	Pollution Elimination	Supplemental Law Enforcement	LLEBG Byrne Grant
<b>REVENUES:</b>						
Taxes	\$ -	\$ 42,241	\$ 160,000	\$ -	\$ -	\$ -
Fines and penalties	-	-	-	-	-	-
Investment income and rentals	59,646	48,173	12,126	55,175	836	-
Revenue from other agencies	-	264	87,408	-	251,746	66,828
Current service charges	-	-	-	-	-	-
Special assessment revenue	2,068,915	-	-	854,512	-	-
Other	-	-	25,325	140	-	-
<b>Total revenues</b>	<b>2,128,561</b>	<b>90,678</b>	<b>284,859</b>	<b>909,827</b>	<b>252,582</b>	<b>66,828</b>
<b>EXPENDITURES:</b>						
Current:						
General Government	-	-	-	-	-	-
Public works	-	-	-	486,416	-	-
Public safety	-	-	-	-	80	2,040
Parks and recreation	2,124,415	49,943	-	-	-	-
Community development	-	-	299,101	66,669	-	-
Capital outlay	-	-	-	44,044	-	-
<b>Total expenditures</b>	<b>2,124,415</b>	<b>49,943</b>	<b>299,101</b>	<b>597,129</b>	<b>80</b>	<b>2,040</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>4,146</b>	<b>40,735</b>	<b>(14,242)</b>	<b>312,698</b>	<b>252,502</b>	<b>64,788</b>
<b>OTHER FINANCING SOURCES (USES):</b>						
Transfers in	178,767	-	-	30,000	-	-
Transfers (out)	(179,328)	(5,767)	-	(214,382)	(319,000)	(39,788)
<b>Total other financing sources (uses)</b>	<b>(561)</b>	<b>(5,767)</b>	<b>-</b>	<b>(184,382)</b>	<b>(319,000)</b>	<b>(39,788)</b>
<b>Net change in fund balances</b>	<b>3,585</b>	<b>34,968</b>	<b>(14,242)</b>	<b>128,316</b>	<b>(66,498)</b>	<b>25,000</b>
<b>FUND BALANCES:</b>						
Beginning of year	1,713,458	119,543	383,122	2,305,919	77,715	(25,000)
End of year	\$ 1,717,043	\$ 154,511	\$ 368,880	\$ 2,434,235	\$ 11,217	\$ -

Street Impact	Traffic Safety	PEG Fanchise Fee	East Lone Tree Benefit District	CFD 2016-01 Police Protection	CFD 2018-01 Public Services	CFD 2018-02 Police Protection	Post Retirement Medical	Total
\$ 1,386,499	\$ -	\$ 250,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,271,712
-	97,726	-	-	-	-	-	-	97,726
10,987	1,068	43,787	49,785	355	32	74	3,442	1,074,957
-	-	-	-	-	-	-	-	2,730,133
-	-	-	-	-	-	-	1,761,113	4,073,138
-	-	-	-	24,644	-	-	-	2,948,071
-	-	-	-	-	2,500	10,325	3,765	728,074
1,397,486	98,794	293,850	49,785	24,999	2,532	10,399	1,768,320	17,923,811
-	-	22,087	-	-	-	-	940,544	962,631
999	-	-	27,113	-	1,667	-	-	1,256,229
-	113	-	-	1,270	-	1,942	699,565	2,107,565
-	-	-	-	-	-	-	-	5,947,523
-	-	-	-	-	-	-	-	800,502
-	-	245,450	-	-	-	-	-	3,823,691
999	113	267,537	27,113	1,270	1,667	1,942	1,640,109	14,898,141
1,396,487	98,681	26,313	22,672	23,729	865	8,457	128,211	3,025,670
-	-	-	-	-	-	-	-	4,830,044
(1,391,708)	(120,000)	-	-	-	-	-	-	(5,831,100)
(1,391,708)	(120,000)	-	-	-	-	-	-	(1,001,056)
4,779	(21,319)	26,313	22,672	23,729	865	8,457	128,211	2,024,614
341,074	54,697	1,595,490	1,842,975	-	-	-	190,810	25,497,478
\$ 345,853	\$ 33,378	\$ 1,621,803	\$ 1,865,647	\$ 23,729	\$ 865	\$ 8,457	\$ 319,021	\$ 27,522,092

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Delta Fair Property Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 55,400	\$ 56,300	\$ 58,752	\$ 2,452
<b>Total revenues</b>	<b>55,400</b>	<b>56,300</b>	<b>58,752</b>	<b>2,452</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	770	761	9,282	(8,521)
Capital outlay	50,000	190,000	451	189,549
<b>Total expenditures</b>	<b>50,770</b>	<b>190,761</b>	<b>9,733</b>	<b>181,028</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>4,630</b>	<b>(134,461)</b>	<b>49,019</b>	<b>183,480</b>
<b>Net change in fund balances</b>	<b>\$ 4,630</b>	<b>\$ (134,461)</b>	<b>49,019</b>	<b>\$ 183,480</b>
<b>FUND BALANCES:</b>				
Beginning of year			137,172	
End of year			\$ 186,191	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Housing and Community Development Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 1,000	\$ 1,000	\$ 7,903	\$ 6,903
Revenue from other agencies	783,000	965,837	438,965	(526,872)
Other	152,082	164,082	272,152	108,070
<b>Total revenues</b>	<b>936,082</b>	<b>1,130,919</b>	<b>719,020</b>	<b>(411,899)</b>
<b>EXPENDITURES:</b>				
Current:				
Community development	480,910	558,227	434,732	123,495
Capital outlay	300,000	411,703	-	411,703
<b>Total expenditures</b>	<b>780,910</b>	<b>969,930</b>	<b>434,732</b>	<b>535,198</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>155,172</b>	<b>160,989</b>	<b>284,288</b>	<b>123,299</b>
<b>Net change in fund balances</b>	<b>\$ 155,172</b>	<b>\$ 160,989</b>	<b>284,288</b>	<b>\$ 123,299</b>
<b>FUND BALANCES:</b>				
Beginning of year			<u>6,774,447</u>	
End of year			<u>\$ 7,058,735</u>	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**RMRA Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Taxes	\$ -	\$ 1,788,346	\$ 2,040,471	\$ 252,125
Investment income and rentals	-	15,000	21,493	6,493
Revenues from other agencies	-	70,000	70,000	-
<b>Total revenues</b>	<b>-</b>	<b>1,873,346</b>	<b>2,131,964</b>	<b>258,618</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	-	2,100	2,134	(34)
Capital outlay	-	526,611	305,558	221,053
<b>Total expenditures</b>	<b>-</b>	<b>528,711</b>	<b>307,692</b>	<b>221,019</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>1,344,635</b>	<b>1,824,272</b>	<b>479,637</b>
<b>OTHER FINANCING (USES):</b>				
Transfers (out)	-	(1,861,720)	(1,861,720)	-
<b>Total other financing (uses)</b>	<b>-</b>	<b>(1,861,720)</b>	<b>(1,861,720)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (517,085)</b>	<b>(37,448)</b>	<b>\$ 479,637</b>
<b>FUND BALANCES:</b>				
Beginning of year			523,972	
End of year			\$ 486,524	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Gas Tax Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Taxes	\$ 4,483,559	\$ 2,408,475	\$ 2,322,418	\$ (86,057)
Investment income and rentals	30,000	25,000	50,800	25,800
Other	-	1,280	1,280	-
<b>Total revenues</b>	<u>4,513,559</u>	<u>2,434,755</u>	<u>2,374,498</u>	<u>(60,257)</u>
<b>EXPENDITURES:</b>				
Current:				
Public works	443,733	559,828	513,360	46,468
Capital outlay	-	80,300	-	80,300
<b>Total expenditures</b>	<u>443,733</u>	<u>640,128</u>	<u>513,360</u>	<u>126,768</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>4,069,826</u>	<u>1,794,627</u>	<u>1,861,138</u>	<u>66,511</u>
<b>OTHER FINANCING (USES):</b>				
Transfers (out)	(1,574,791)	(1,736,943)	(1,600,443)	136,500
<b>Total other financing (uses)</b>	<u>(1,574,791)</u>	<u>(1,736,943)</u>	<u>(1,600,443)</u>	<u>136,500</u>
<b>Net change in fund balances</b>	<u>\$ 2,495,035</u>	<u>\$ 57,684</u>	260,695	<u>\$ 203,011</u>
<b>FUND BALANCES:</b>				
Beginning of year			<u>1,816,116</u>	
End of year			<u>\$ 2,076,811</u>	



**City of Antioch**  
**Budgetary Comparison Schedule**  
**Recreation Programs Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 310,500	\$ 371,000	\$ 344,446	\$ (26,554)
Revenue from other agencies	-	58,109	-	(58,109)
Current service charges	896,000	1,700,500	1,521,828	(178,672)
Other	47,000	50,520	27,570	(22,950)
<b>Total revenues</b>	<b>1,253,500</b>	<b>2,180,129</b>	<b>1,893,844</b>	<b>(286,285)</b>
<b>EXPENDITURES:</b>				
Current:				
Parks and recreation	2,103,073	3,497,004	3,689,444	(192,440)
<b>Total expenditures</b>	<b>2,103,073</b>	<b>3,497,004</b>	<b>3,689,444</b>	<b>(192,440)</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(849,573)</b>	<b>(1,316,875)</b>	<b>(1,795,600)</b>	<b>(478,725)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	814,168	1,392,621	1,852,616	459,995
Transfers (out)	(10,595)	(20,672)	(20,672)	-
<b>Total other financing sources (uses)</b>	<b>803,573</b>	<b>1,371,949</b>	<b>1,831,944</b>	<b>459,995</b>
<b>Net change in fund balances</b>	<b>\$ (46,000)</b>	<b>\$ 55,074</b>	<b>36,344</b>	<b>\$ (18,730)</b>
<b>FUND BALANCES:</b>				
Beginning of year			309,369	
End of year			<b>\$ 345,713</b>	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Animal Control Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 100	\$ 100	\$ -	\$ (100)
Revenue from other agencies	-	120,840	120,840	-
Current service charges	323,000	255,107	276,243	21,136
Other	10,500	27,321	28,884	1,563
<b>Total revenues</b>	<b>333,600</b>	<b>403,368</b>	<b>425,967</b>	<b>22,599</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	1,214,704	1,419,458	1,336,816	82,642
<b>Total expenditures</b>	<b>1,214,704</b>	<b>1,419,458</b>	<b>1,336,816</b>	<b>82,642</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(881,104)</b>	<b>(1,016,090)</b>	<b>(910,849)</b>	<b>105,241</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	881,696	1,004,528	906,941	(97,587)
Transfers (out)	(592)	(592)	(592)	-
<b>Total other financing sources (uses)</b>	<b>881,104</b>	<b>1,003,936</b>	<b>906,349</b>	<b>(97,587)</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (12,154)</b>	<b>(4,500)</b>	<b>\$ 7,654</b>
<b>FUND BALANCES:</b>				
Beginning of year			4,500	
End of year			\$ -	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Civic Arts Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Taxes	\$ 37,500	\$ 61,700	\$ 70,020	\$ 8,320
Investment income and rentals	25	1,000	1,787	787
<b>Total revenues</b>	<u>37,525</u>	<u>62,700</u>	<u>71,807</u>	<u>9,107</u>
<b>EXPENDITURES:</b>				
Current:				
Parks and recreation	47,399	59,378	43,208	16,170
<b>Total expenditures</b>	<u>47,399</u>	<u>59,378</u>	<u>43,208</u>	<u>16,170</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(9,874)</u>	<u>3,322</u>	<u>28,599</u>	<u>25,277</u>
<b>Net change in fund balances</b>	<u>\$ (9,874)</u>	<u>\$ 3,322</u>	<u>28,599</u>	<u>\$ 25,277</u>
<b>FUND BALANCES:</b>				
Beginning of year			<u>72,528</u>	
End of year			<u>\$ 101,127</u>	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Park in Lieu Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 6,500	\$ 25,000	\$ 51,121	\$ 26,121
Current service charges	105,000	335,883	371,967	36,084
<b>Total revenues</b>	<b>111,500</b>	<b>360,883</b>	<b>423,088</b>	<b>62,205</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	250,898	253,000	3,399	249,601
<b>Total expenditures</b>	<b>250,898</b>	<b>253,000</b>	<b>3,399</b>	<b>249,601</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(139,398)</b>	<b>107,883</b>	<b>419,689</b>	<b>311,806</b>
<b>Net change in fund balances</b>	<b>\$ (139,398)</b>	<b>\$ 107,883</b>	<b>419,689</b>	<b>\$ 311,806</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,681,084	
End of year			<b>\$ 2,100,773</b>	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Senior Bus Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 800	\$ 1,000	\$ 4,340	\$ 3,340
Current service charges	5,000	5,000	4,582	(418)
<b>Total revenues</b>	<b>5,800</b>	<b>6,000</b>	<b>8,922</b>	<b>2,922</b>
<b>EXPENDITURES:</b>				
Current:				
Parks and recreation	21,500	39,926	39,712	214
<b>Total expenditures</b>	<b>21,500</b>	<b>39,926</b>	<b>39,712</b>	<b>214</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(15,700)</b>	<b>(33,926)</b>	<b>(30,790)</b>	<b>3,136</b>
<b>OTHER FINANCING (USES):</b>				
Transfers (out)	(7,700)	(7,700)	(7,700)	-
<b>Total other financing (uses)</b>	<b>(7,700)</b>	<b>(7,700)</b>	<b>(7,700)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ (23,400)</b>	<b>\$ (41,626)</b>	<b>(38,490)</b>	<b>\$ 3,136</b>
<b>FUND BALANCES:</b>				
Beginning of year			181,761	
End of year			\$ 143,271	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Abandoned Vehicle Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 600	\$ 2,500	\$ 8,272	\$ 5,772
Revenue from other agencies	47,000	47,000	84,264	37,264
<b>Total revenues</b>	<b>47,600</b>	<b>49,500</b>	<b>92,536</b>	<b>43,036</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	74,782	76,289	48,804	27,485
<b>Total expenditures</b>	<b>74,782</b>	<b>76,289</b>	<b>48,804</b>	<b>27,485</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(27,182)</b>	<b>(26,789)</b>	<b>43,732</b>	<b>70,521</b>
<b>Net change in fund balances</b>	<b>\$ (27,182)</b>	<b>\$ (26,789)</b>	<b>43,732</b>	<b>\$ 70,521</b>
<b>FUND BALANCES:</b>				
Beginning of year			310,121	
End of year			\$ 353,853	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Traffic Signal Fee Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 6,000	\$ 10,000	\$ 18,883	\$ 8,883
Current service charges	20,000	128,362	137,405	9,043
<b>Total revenues</b>	<b>26,000</b>	<b>138,362</b>	<b>156,288</b>	<b>17,926</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	2,518	2,653	1,557	1,096
Capital outlay	-	23,479	-	23,479
<b>Total expenditures</b>	<b>2,518</b>	<b>26,132</b>	<b>1,557</b>	<b>24,575</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>23,482</b>	<b>112,230</b>	<b>154,731</b>	<b>42,501</b>
<b>Net change in fund balances</b>	<b>\$ 23,482</b>	<b>\$ 112,230</b>	<b>154,731</b>	<b>\$ 42,501</b>
<b>FUND BALANCES:</b>				
Beginning of year			625,183	
End of year			<b>\$ 779,914</b>	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Asset Forfeitures Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 1,625	\$ 8,000	\$ 17,130	\$ 9,130
Other	5,150	384,812	356,133	(28,679)
<b>Total revenues</b>	<u>6,775</u>	<u>392,812</u>	<u>373,263</u>	<u>(19,549)</u>
<b>EXPENDITURES:</b>				
Current:				
Public safety	14,456	19,352	16,935	2,417
<b>Total expenditures</b>	<u>14,456</u>	<u>19,352</u>	<u>16,935</u>	<u>2,417</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(7,681)</u>	<u>373,460</u>	<u>356,328</u>	<u>(17,132)</u>
<b>Net change in fund balances</b>	<u>\$ (7,681)</u>	<u>\$ 373,460</u>	<u>356,328</u>	<u>\$ (17,132)</u>
<b>FUND BALANCES:</b>				
Beginning of year			<u>23,343</u>	
End of year			<u>\$ 379,671</u>	



**City of Antioch**  
**Budgetary Comparison Schedule**  
**Measure J Growth Management Program Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 17,000	\$ 20,000	\$ 106,111	\$ 86,111
Revenue from other agencies	3,873,847	1,609,818	1,609,818	-
<b>Total revenues</b>	<b>3,890,847</b>	<b>1,629,818</b>	<b>1,715,929</b>	<b>86,111</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	208,172	287,642	209,804	77,838
Capital outlay	2,350,000	6,543,052	3,228,188	3,314,864
<b>Total expenditures</b>	<b>2,558,172</b>	<b>6,830,694</b>	<b>3,437,992</b>	<b>3,392,702</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>1,332,675</b>	<b>(5,200,876)</b>	<b>(1,722,063)</b>	<b>3,478,813</b>
<b>OTHER FINANCING (USES):</b>				
Transfers in	-	1,861,720	1,861,720	-
<b>Total other financing (uses)</b>	<b>-</b>	<b>1,861,720</b>	<b>1,861,720</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 1,332,675</b>	<b>\$ (3,339,156)</b>	<b>139,657</b>	<b>\$ 3,478,813</b>
<b>FUND BALANCES:</b>				
Beginning of year			4,251,136	
End of year			\$ 4,390,793	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Child Care Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 82,737	\$ 86,287	\$ 88,205	\$ 1,918
<b>Total revenues</b>	<b>82,737</b>	<b>86,287</b>	<b>88,205</b>	<b>1,918</b>
<b>EXPENDITURES:</b>				
Current:				
Parks and recreation	2,526	1,144	801	343
<b>Total expenditures</b>	<b>2,526</b>	<b>1,144</b>	<b>801</b>	<b>343</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>80,211</b>	<b>85,143</b>	<b>87,404</b>	<b>2,261</b>
<b>OTHER FINANCING (USES):</b>				
Transfers (out)	(70,000)	(70,000)	(70,000)	-
<b>Total other financing (uses)</b>	<b>(70,000)</b>	<b>(70,000)</b>	<b>(70,000)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 10,211</b>	<b>\$ 15,143</b>	<b>17,404</b>	<b>\$ 2,261</b>
<b>FUND BALANCES:</b>				
Beginning of year			94,283	
End of year			\$ 111,687	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Tidelands Assembly Bill-1900 Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 8,160	\$ 8,617	\$ 10,228	\$ 1,611
<b>Total revenues</b>	<b>8,160</b>	<b>8,617</b>	<b>10,228</b>	<b>1,611</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	5,641	5,623	498	5,125
<b>Total expenditures</b>	<b>5,641</b>	<b>5,623</b>	<b>498</b>	<b>5,125</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>2,519</b>	<b>2,994</b>	<b>9,730</b>	<b>6,736</b>
<b>Net change in fund balances</b>	<b>\$ 2,519</b>	<b>\$ 2,994</b>	<b>9,730</b>	<b>\$ 6,736</b>
<b>FUND BALANCES:</b>				
Beginning of year			92,660	
End of year			\$ 102,390	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Lighting & Landscape District Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 2,800	\$ 25,400	\$ 59,646	\$ 34,246
Special assessment revenue	2,174,761	2,068,917	2,068,915	(2)
<b>Total revenues</b>	<b>2,177,561</b>	<b>2,094,317</b>	<b>2,128,561</b>	<b>34,244</b>
<b>EXPENDITURES:</b>				
Current:				
Parks and recreation	1,298,680	2,592,552	2,124,415	468,137
<b>Total expenditures</b>	<b>1,298,680</b>	<b>2,592,552</b>	<b>2,124,415</b>	<b>468,137</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>878,881</b>	<b>(498,235)</b>	<b>4,146</b>	<b>502,381</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	228,521	224,281	178,767	(45,514)
Transfers (out)	(182,564)	(182,124)	(179,328)	2,796
<b>Total other financing sources (uses)</b>	<b>45,957</b>	<b>42,157</b>	<b>(561)</b>	<b>(42,718)</b>
<b>Net change in fund balances</b>	<b>\$ 924,838</b>	<b>\$ (456,078)</b>	<b>3,585</b>	<b>\$ 459,663</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,713,458	
End of year			\$ 1,717,043	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Park 1A Maintenance District Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Taxes	\$ 34,287	\$ 41,165	\$ 42,241	\$ 1,076
Investment income and rentals	40,600	45,505	48,173	2,668
Revenue from other agencies	115	250	264	14
<b>Total revenues</b>	<u>75,002</u>	<u>86,920</u>	<u>90,678</u>	<u>3,758</u>
<b>EXPENDITURES:</b>				
Current:				
Parks and recreation	61,100	49,482	49,943	(461)
<b>Total expenditures</b>	<u>61,100</u>	<u>49,482</u>	<u>49,943</u>	<u>(461)</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>13,902</u>	<u>37,438</u>	<u>40,735</u>	<u>3,297</u>
<b>OTHER FINANCING (USES):</b>				
Transfers (out)	(10,521)	(6,281)	(5,767)	(514)
<b>Total other financing (uses)</b>	<u>(10,521)</u>	<u>(6,281)</u>	<u>(5,767)</u>	<u>(514)</u>
<b>Net change in fund balances</b>	<u>\$ 3,381</u>	<u>\$ 31,157</u>	<u>34,968</u>	<u>\$ 2,783</u>
<b>FUND BALANCES:</b>				
Beginning of year			<u>119,543</u>	
End of year			<u>\$ 154,511</u>	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Solid Waste Reduction AB 939 Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Taxes	\$ 160,000	\$ 160,000	\$ 160,000	\$ -
Investment income and rentals	1,500	5,000	12,126	7,126
Revenue from other agencies	54,500	87,408	87,408	-
Other	13,000	22,840	25,325	2,485
<b>Total revenues</b>	<u>229,000</u>	<u>275,248</u>	<u>284,859</u>	<u>9,611</u>
<b>EXPENDITURES:</b>				
Current:				
Community development	336,599	365,678	299,101	66,577
<b>Total expenditures</b>	<u>336,599</u>	<u>365,678</u>	<u>299,101</u>	<u>66,577</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(107,599)</u>	<u>(90,430)</u>	<u>(14,242)</u>	<u>76,188</u>
<b>Net change in fund balances</b>	<u>\$ (107,599)</u>	<u>\$ (90,430)</u>	<u>(14,242)</u>	<u>\$ 76,188</u>
<b>FUND BALANCES:</b>				
Beginning of year			383,122	
End of year			<u>\$ 368,880</u>	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Pollution Elimination Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 3,500	\$ 25,000	\$ 55,175	\$ 30,175
Special assessment revenue	820,000	810,000	854,512	44,512
Other	-	140	140	-
<b>Total revenues</b>	<b>823,500</b>	<b>835,140</b>	<b>909,827</b>	<b>74,687</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	694,111	661,790	486,416	175,374
Community development	271,810	264,083	66,669	197,414
Capital outlay	258,000	343,044	44,044	299,000
<b>Total expenditures</b>	<b>1,223,921</b>	<b>1,268,917</b>	<b>597,129</b>	<b>671,788</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(400,421)</b>	<b>(433,777)</b>	<b>312,698</b>	<b>746,475</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	30,000	30,000	30,000	-
Transfers (out)	(277,875)	(226,030)	(214,382)	11,648
<b>Total other financing sources (uses)</b>	<b>(247,875)</b>	<b>(196,030)</b>	<b>(184,382)</b>	<b>11,648</b>
<b>Net change in fund balances</b>	<b>\$ (648,296)</b>	<b>\$ (629,807)</b>	<b>128,316</b>	<b>\$ 758,123</b>
<b>FUND BALANCES:</b>				
Beginning of year			2,305,919	
End of year			<u>\$ 2,434,235</u>	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Supplemental Law Enforcement Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ -	\$ 600	\$ 836	\$ 236
Revenue from other agencies	100,000	251,746	251,746	-
<b>Total revenues</b>	<b>100,000</b>	<b>252,346</b>	<b>252,582</b>	<b>236</b>
<b>EXPENDITURES:</b>				
Current:				
Public Safety	-	85	80	5
<b>Total expenditures</b>	<b>-</b>	<b>85</b>	<b>80</b>	<b>5</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>100,000</b>	<b>252,261</b>	<b>252,502</b>	<b>241</b>
<b>OTHER FINANCING (USES):</b>				
Transfers (out)	(100,000)	(319,000)	(319,000)	-
<b>Total other financing (uses)</b>	<b>(100,000)</b>	<b>(319,000)</b>	<b>(319,000)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (66,654)</b>	<b>(66,498)</b>	<b>\$ 236</b>
<b>FUND BALANCES:</b>				
Beginning of year			77,715	
End of year			\$ 11,217	



**City of Antioch**  
**Budgetary Comparison Schedule**  
**Local Law Enforcement Byrne Grant fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Revenue from other agencies	\$ 42,980	\$ 75,129	\$ 66,828	\$ (8,301)
<b>Total revenues</b>	<b>42,980</b>	<b>75,129</b>	<b>66,828</b>	<b>(8,301)</b>
<b>EXPENDITURES:</b>				
Current:				
Public Safety	2,329	2,569	2,040	529
<b>Total expenditures</b>	<b>2,329</b>	<b>2,569</b>	<b>2,040</b>	<b>529</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>40,651</b>	<b>72,560</b>	<b>64,788</b>	<b>(7,772)</b>
<b>OTHER FINANCING (USES):</b>				
Transfers (out)	(40,651)	(47,560)	(39,788)	7,772
<b>Total other financing (uses)</b>	<b>(40,651)</b>	<b>(47,560)</b>	<b>(39,788)</b>	<b>7,772</b>
<b>Net change in fund balances</b>	<b>\$ 2,329</b>	<b>\$ 27,569</b>	<b>25,000</b>	<b>\$ (529)</b>
<b>FUND BALANCES:</b>				
Beginning of year			(25,000)	
End of year			\$ -	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Street Impact Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Taxes	\$ 1,289,645	\$ 1,393,298	\$ 1,386,499	\$ (6,799)
Investment income and rentals	2,000	4,000	10,987	6,987
<b>Total revenues</b>	<b>1,291,645</b>	<b>1,397,298</b>	<b>1,397,486</b>	<b>188</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	700	788	999	(211)
<b>Total expenditures</b>	<b>700</b>	<b>788</b>	<b>999</b>	<b>(211)</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>1,290,945</b>	<b>1,396,510</b>	<b>1,396,487</b>	<b>(23)</b>
<b>OTHER FINANCING (USES):</b>				
Transfers (out)	1,290,330	1,391,910	(1,391,708)	2,783,618
<b>Total other financing (uses)</b>	<b>1,290,330</b>	<b>1,391,910</b>	<b>(1,391,708)</b>	<b>2,783,618</b>
<b>Net change in fund balances</b>	<b>\$ 2,581,275</b>	<b>\$ 2,788,420</b>	<b>4,779</b>	<b>\$ 2,783,595</b>
<b>FUND BALANCES:</b>				
Beginning of year			341,074	
End of year			\$ 345,853	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Traffic Safety Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Fines and penalties	\$ 85,000	\$ 85,000	\$ 97,726	\$ 12,726
Investment income and rentals	300	600	1,068	468
<b>Total revenues</b>	<b>85,300</b>	<b>85,600</b>	<b>98,794</b>	<b>13,194</b>
<b>EXPENDITURES:</b>				
Current:				
Public Safety	90	110	113	(3)
<b>Total expenditures</b>	<b>90</b>	<b>110</b>	<b>113</b>	<b>(3)</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>85,210</b>	<b>85,490</b>	<b>98,681</b>	<b>13,191</b>
<b>OTHER FINANCING (USES):</b>				
Transfers (out)	(85,000)	(120,000)	(120,000)	-
<b>Total other financing (uses)</b>	<b>(85,000)</b>	<b>(120,000)</b>	<b>(120,000)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 210</b>	<b>\$ (34,510)</b>	<b>(21,319)</b>	<b>\$ 13,191</b>
<b>FUND BALANCES:</b>				
Beginning of year			54,697	
End of year			\$ 33,378	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**PEG Franchise Fee Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Taxes	\$ 280,000	\$ 255,000	\$ 250,063	\$ (4,937)
Investment income and rentals	9,000	20,000	43,787	23,787
<b>Total revenues</b>	<b>289,000</b>	<b>275,000</b>	<b>293,850</b>	<b>18,850</b>
<b>EXPENDITURES:</b>				
Current:				
General Government	84,408	36,177	22,087	14,090
Capital outlay	50,000	1,834,256	245,450	1,588,806
<b>Total expenditures</b>	<b>134,408</b>	<b>1,870,433</b>	<b>267,537</b>	<b>1,602,896</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>154,592</b>	<b>(1,595,433)</b>	<b>26,313</b>	<b>1,621,746</b>
<b>Net change in fund balances</b>	<b>\$ 154,592</b>	<b>\$ (1,595,433)</b>	<b>26,313</b>	<b>\$ 1,621,746</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,595,490	
End of year			\$ 1,621,803	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**East Lone Tree Benefit District Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 1,800	\$ 20,000	\$ 49,785	\$ 29,785
Current Service Charges	930,000	930,000	-	(930,000)
<b>Total revenues</b>	<b>931,800</b>	<b>950,000</b>	<b>49,785</b>	<b>(900,215)</b>
<b>EXPENDITURES:</b>				
Current:				
Public Works	500,000	1,023,999	27,113	996,886
<b>Total expenditures</b>	<b>500,000</b>	<b>1,023,999</b>	<b>27,113</b>	<b>996,886</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>431,800</b>	<b>(73,999)</b>	<b>22,672</b>	<b>96,671</b>
<b>Net change in fund balances</b>	<b>\$ 431,800</b>	<b>\$ (73,999)</b>	<b>22,672</b>	<b>\$ 96,671</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,842,975	
End of year			<b>\$ 1,865,647</b>	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**CFD 2016-01 Police Protection**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ -	\$ 200	\$ 355	\$ 155
Special assessment revenue	-	24,644	24,644	-
<b>Total revenues</b>	<b>-</b>	<b>24,844</b>	<b>24,999</b>	<b>155</b>
<b>EXPENDITURES:</b>				
Current:				
Public Safety	-	97	1,270	(1,173)
<b>Total expenditures</b>	<b>-</b>	<b>97</b>	<b>1,270</b>	<b>(1,173)</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>24,747</b>	<b>23,729</b>	<b>(1,018)</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ 24,747</b>	<b>23,729</b>	<b>\$ (1,018)</b>
<b>FUND BALANCES:</b>				
Beginning of year			-	
End of year			\$ 23,729	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**CFD 2018-01 Public Services**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ -	\$ 10	\$ 32	\$ 22
Other revenue	-	-	2,500	2,500
<b>Total revenues</b>	<b>-</b>	<b>10</b>	<b>2,532</b>	<b>2,522</b>
<b>EXPENDITURES:</b>				
Current:				
Public Works	-	2,500	1,667	833
<b>Total expenditures</b>	<b>-</b>	<b>2,500</b>	<b>1,667</b>	<b>833</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(2,490)</b>	<b>865</b>	<b>3,355</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (2,490)</b>	<b>865</b>	<b>\$ 3,355</b>
<b>FUND BALANCES:</b>				
Beginning of year			-	
End of year			\$ 865	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**CFD 2018-02 Police Protection**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ -	\$ -	\$ 74	\$ 74
Other revenue	-	10,325	10,325	-
<b>Total revenues</b>	<b>-</b>	<b>10,325</b>	<b>10,399</b>	<b>74</b>
<b>EXPENDITURES:</b>				
Current:				
Public Safety	-	322	1,942	(1,620)
<b>Total expenditures</b>	<b>-</b>	<b>322</b>	<b>1,942</b>	<b>(1,620)</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>10,003</b>	<b>8,457</b>	<b>(1,546)</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ 10,003</b>	<b>8,457</b>	<b>\$ (1,546)</b>
<b>FUND BALANCES:</b>				
Beginning of year			-	
End of year			<b>\$ 8,457</b>	



**City of Antioch**  
**Budgetary Comparison Schedule**  
**Post Retirement Medical Special Revenue Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 1,150	\$ 2,250	\$ 3,442	\$ (1,192)
Charges for services	1,610,000	1,747,652	1,761,113	3,508,765
Other revenue	-	3,765	3,765	7,530
<b>Total revenues</b>	<b>1,611,150</b>	<b>1,753,667</b>	<b>1,768,320</b>	<b>3,515,103</b>
<b>EXPENDITURES:</b>				
General Government	1,015,817	1,005,917	940,544	65,373
Public safety	618,411	771,007	699,565	71,442
<b>Total expenditures</b>	<b>1,634,228</b>	<b>1,776,924</b>	<b>1,640,109</b>	<b>136,815</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(23,078)</b>	<b>(23,257)</b>	<b>128,211</b>	<b>3,378,288</b>
<b>Net change in fund balances</b>	<b>\$ (23,078)</b>	<b>\$ (23,257)</b>	<b>128,211</b>	<b>\$ 3,378,288</b>
<b>FUND BALANCES:</b>				
Beginning of year			190,810	
End of year			\$ 319,021	

## NON-MAJOR DEBT SERVICE FUNDS

*Debt Service Funds* are used to account for the payment of principal and interest on the general debt service of the City and related entities.

### **Golf Course Clubhouse/Irrigation**

In 1985 and 1994, the City of Antioch participated in the Association of Bay Area Governments' pooled Certificates of Participation to fund improvements to the clubhouse at the City's golf course and irrigation system, respectively. The fund accumulates monies for the payment of principal and interest from a portion of the fees collected and transmitted by the Antioch Public Golf Corporation. These bonds were refinanced in fiscal year 2015 with the issuance of the Antioch Public Financing Authority 2015A Lease Revenue Refunding Bonds.

### **Honeywell Capital Lease**

In 2009, the City entered into a lease agreement with Bank of America for funding of interior building lighting retrofit, and street and park lighting retrofit. Energy savings as a result of the project are used to pay debt service.

*This page intentionally left blank.*

**City of Antioch**  
**Combining Balance Sheet**  
**Non-Major Debt Service Funds**  
**June 30, 2019**

	ABAG/ 2015 Lease Revenue	Honeywell Capital Lease	Total
<b>ASSETS</b>			
Prepaid items	\$ 261	\$ -	\$ 261
<b>Total assets</b>	<b>\$ 261</b>	<b>\$ -</b>	<b>\$ 261</b>
<b>LIABILITIES AND FUND BALANCES</b>			
<b>Fund balances:</b>			
Nonspendable:			
Prepaid items	\$ 261	\$ -	\$ 261
<b>Total fund balances</b>	<b>261</b>	<b>-</b>	<b>261</b>
<b>Total liabilities and fund balances</b>	<b>\$ 261</b>	<b>\$ -</b>	<b>\$ 261</b>

**City of Antioch**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Non-Major Debt Service Funds**  
**For the Fiscal Year Ended June 30, 2019**

	ABAG/ 2015 Lease Revenue	Honeywell Capital Lease	Total
<b>REVENUES:</b>			
Investment income and rentals	\$ 4,910	\$ -	\$ 4,910
<b>Total revenues</b>	<u>4,910</u>	<u>-</u>	<u>4,910</u>
<b>EXPENDITURES:</b>			
Current:			
General government	5,215	179	5,394
Debt service:			
Principal retirements	190,000	503,689	693,689
Interest and fiscal charges	154,715	40,961	195,676
<b>Total expenditures</b>	<u>349,930</u>	<u>544,829</u>	<u>894,759</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(345,020)</u>	<u>(544,829)</u>	<u>(889,849)</u>
<b>OTHER FINANCING SOURCES:</b>			
Transfer in	344,777	544,829	889,606
<b>Total other financing sources</b>	<u>344,777</u>	<u>544,829</u>	<u>889,606</u>
<b>Net change in fund balances</b>	(243)	-	(243)
<b>FUND BALANCES:</b>			
Beginning of year	504	-	504
End of year	<u>\$ 261</u>	<u>\$ -</u>	<u>\$ 261</u>

## NON-MAJOR CAPITAL PROJECTS FUNDS

*Capital Projects Funds* are utilized to account for resources used for the acquisition and construction of capital facilities by the City, with the exception of those assets financed by proprietary funds.

### **Prewett Community Park**

This fund accounts for the construction of the Prewett Community Center. The City is reimbursed for expenses by the Antioch Area Public Facilities Financing Agency through mello roos bond proceeds.

### **Special Assessment Districts**

These funds were established to account for construction and acquisition of land and public improvements in various assessment districts. Financing is provided by assessment bond proceeds.

### **Hillcrest Bridge District**

This fund accounts for developer fees collected to fund bridge construction in the Hillcrest Area.

### **Residential Development Allocation**

This fund accounts for contributions by developers for various projects as determined by the City Council.

### **Development Impact Fee**

This fund accounts for Development Impact Fees established pursuant to Ordinance 2079-C-S in order to defray the costs of certain public facilities required to serve new development within the City.

**City of Antioch**  
**Combining Balance Sheet**  
**Non-Major Capital Project Funds**  
**June 30, 2019**

	Special Assessment Districts		
	Prewett Community Park	Hillcrest District #26	Lone Diamond
<b>ASSETS</b>			
Cash and investments	\$ -	\$ 376,657	\$ 102,395
Accounts receivable, net	752	-	-
<b>Total assets</b>	<b>\$ 752</b>	<b>\$ 376,657</b>	<b>\$ 102,395</b>
<b>LIABILITIES</b>			
<b>Liabilities:</b>			
Accounts payable	\$ 86	\$ -	\$ -
Due to other funds	636	-	-
<b>Total liabilities</b>	<b>722</b>	<b>-</b>	<b>-</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable AAPFFA receipts	752	-	-
<b>Total deferred inflows of resources</b>	<b>752</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCES</b>			
<b>Fund Balances:</b>			
Restricted	-	-	-
Assigned for:			
Capital Projects	-	-	-
Community Benefit Programs	-	-	-
AD 26	-	376,657	-
AD 27	-	-	102,395
Unassigned	(722)	-	-
<b>Total fund balances</b>	<b>(722)</b>	<b>376,657</b>	<b>102,395</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 752</b>	<b>\$ 376,657</b>	<b>\$ 102,395</b>

Hillcrest Bridge District	Residential Development Allocation	Development Impact Fee	Total
\$ 143,034	\$ 375,947	\$ 1,588,512	\$ 2,586,545
-	-	-	752
<u>\$ 143,034</u>	<u>\$ 375,947</u>	<u>\$ 1,588,512</u>	<u>\$ 2,587,297</u>
\$ -	\$ -	\$ 82,957	\$ 83,043
-	-	-	636
-	-	82,957	83,679
-	-	-	752
-	-	-	752
	-	1,505,555	1,505,555
143,034	-	-	143,034
-	375,947	-	375,947
-	-	-	376,657
-	-	-	102,395
-	-	-	(722)
<u>143,034</u>	<u>375,947</u>	<u>1,505,555</u>	<u>2,502,866</u>
<u>\$ 143,034</u>	<u>\$ 375,947</u>	<u>\$ 1,588,512</u>	<u>\$ 2,587,297</u>



# City of Antioch

## Combining Statement of Revenues, Expenditures and Changes in Fund Balances

### Non-Major Capital Project Funds

For the Fiscal Year Ended June 30, 2019

	Special Assessment Districts		
	Prewett Community Park	Hillcrest District #26	Lone Diamond
<b>REVENUES:</b>			
Investment income and rentals	\$ 2,126	\$ 9,989	\$ 2,782
Revenue from other agencies	11,411	-	-
Current service charges	-	-	1
<b>Total revenues</b>	<b>13,537</b>	<b>9,989</b>	<b>2,783</b>
<b>EXPENDITURES:</b>			
Current:			
Public works	151	832	5,143
Community development	-	-	-
Capital outlay	8,968	-	-
<b>Total expenditures</b>	<b>9,119</b>	<b>832</b>	<b>5,143</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>4,418</b>	<b>9,157</b>	<b>(2,360)</b>
<b>OTHER FINANCING (USES):</b>			
Transfers (out)	(20,769)	-	-
<b>Total other financing (uses)</b>	<b>(20,769)</b>	<b>-</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>(16,351)</b>	<b>9,157</b>	<b>(2,360)</b>
<b>FUND BALANCES:</b>			
Beginning of year	15,629	367,500	104,755
End of year	\$ (722)	\$ 376,657	\$ 102,395

Hillcrest Bridge District	Residential Development Allocation	Development Impact Fee	Total
\$ 3,790	\$ 10,198	\$ 28,183	\$ 57,068
-	-	-	11,411
177	-	902,083	902,261
3,967	10,198	930,266	970,740
269	-	1,936	8,331
-	14,941	-	14,941
-	-	-	8,968
269	14,941	1,936	32,240
3,698	(4,743)	928,330	938,500
-	-	-	(20,769)
-	-	-	(20,769)
3,698	(4,743)	928,330	917,731
139,336	380,690	577,225	1,585,135
\$ 143,034	\$ 375,947	\$ 1,505,555	\$ 2,502,866

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Prewett Community Park Capital Projects Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 125	\$ 1,096	\$ 2,126	\$ 1,030
Revenue from other agencies	-	12,422	11,411	(1,011)
<b>Total revenues</b>	<b>125</b>	<b>13,518</b>	<b>13,537</b>	<b>19</b>
<b>EXPENDITURES:</b>				
Public works	250	151	151	-
Capital outlay	-	9,227	8,968	259
<b>Total expenditures</b>	<b>250</b>	<b>9,378</b>	<b>9,119</b>	<b>259</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(125)</b>	<b>4,140</b>	<b>4,418</b>	<b>278</b>
<b>OTHER FINANCING (USES):</b>				
Transfers (out)	-	(20,769)	(20,769)	-
<b>Total other financing uses</b>	<b>-</b>	<b>(20,769)</b>	<b>(20,769)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ (125)</b>	<b>\$ (16,629)</b>	<b>(16,351)</b>	<b>\$ 278</b>
<b>FUND BALANCES:</b>				
Beginning of year			15,629	
End of year			\$ (722)	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Hillcrest District #26 Capital Projects Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 800	\$ 5,000	\$ 9,989	\$ 4,989
<b>Total revenues</b>	<b>800</b>	<b>5,000</b>	<b>9,989</b>	<b>4,989</b>
<b>EXPENDITURES:</b>				
Public works	1,660	844	832	12
Capital outlay	-	500	-	500
<b>Total expenditures</b>	<b>1,660</b>	<b>1,344</b>	<b>832</b>	<b>512</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(860)</b>	<b>3,656</b>	<b>9,157</b>	<b>5,501</b>
<b>Net change in fund balances</b>	<b>\$ (860)</b>	<b>\$ 3,656</b>	<b>9,157</b>	<b>\$ 5,501</b>
<b>FUND BALANCES:</b>				
Beginning of year			367,500	
End of year			<b>\$ 376,657</b>	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Lone Diamond Capital Projects Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 500	\$ 1,500	\$ 2,782	\$ 1,282
Current service charges	-	1	1	-
<b>Total revenues</b>	<b>500</b>	<b>1,501</b>	<b>2,783</b>	<b>1,282</b>
<b>EXPENDITURES:</b>				
Public works	7,691	7,662	5,143	2,519
<b>Total expenditures</b>	<b>7,691</b>	<b>7,662</b>	<b>5,143</b>	<b>2,519</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(7,191)</b>	<b>(6,161)</b>	<b>(2,360)</b>	<b>3,801</b>
<b>Net change in fund balances</b>	<b>\$ (7,191)</b>	<b>\$ (6,161)</b>	<b>(2,360)</b>	<b>\$ 3,801</b>
<b>FUND BALANCES:</b>				
Beginning of year			104,755	
End of year			<b>\$ 102,395</b>	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Hillcrest Bridge District Capital Projects Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 650	\$ 2,000	\$ 3,790	\$ 1,790
Current service charges	-	177	177	-
<b>Total revenues</b>	<b>650</b>	<b>2,177</b>	<b>3,967</b>	<b>1,790</b>
<b>EXPENDITURES:</b>				
Public works	335	316	269	47
<b>Total expenditures</b>	<b>335</b>	<b>316</b>	<b>269</b>	<b>47</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>315</b>	<b>1,861</b>	<b>3,698</b>	<b>1,837</b>
<b>Net change in fund balances</b>	<b>\$ 315</b>	<b>\$ 1,861</b>	<b>3,698</b>	<b>\$ 1,837</b>
<b>FUND BALANCES:</b>				
Beginning of year			139,336	
End of year			\$ 143,034	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Residential Development Allocation Capital Projects Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 100	\$ 5,000	\$ 10,198	\$ 5,198
<b>Total revenues</b>	<b>100</b>	<b>5,000</b>	<b>10,198</b>	<b>5,198</b>
<b>EXPENDITURES:</b>				
Community development	-	380,972	14,941	366,031
<b>Total expenditures</b>	<b>-</b>	<b>380,972</b>	<b>14,941</b>	<b>366,031</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>100</b>	<b>(375,972)</b>	<b>(4,743)</b>	<b>371,229</b>
<b>Net change in fund balances</b>	<b>\$ 100</b>	<b>\$ (375,972)</b>	<b>(4,743)</b>	<b>\$ 371,229</b>
<b>FUND BALANCES:</b>				
Beginning of year			380,690	
End of year			\$ 375,947	

**City of Antioch**  
**Budgetary Comparison Schedule**  
**Development Impact Fee Fund**  
**For the Fiscal Year Ended June 30, 2019**

	Original Budget	Final Budget	Actual Amount	Variance with Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income and rentals	\$ 7,500	\$ 15,000	\$ 28,183	\$ 13,183
Current service charges	258,950	836,492	902,083	65,591
<b>Total revenues</b>	<u>266,450</u>	<u>851,492</u>	<u>930,266</u>	<u>78,774</u>
<b>EXPENDITURES:</b>				
Public Works	1,500	1,569	1,936	(367)
<b>Total expenditures</b>	<u>1,500</u>	<u>1,569</u>	<u>1,936</u>	<u>(367)</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>264,950</u>	<u>849,923</u>	<u>928,330</u>	<u>78,407</u>
<b>Net change in fund balances</b>	<u>\$ 264,950</u>	<u>\$ 849,923</u>	<u>928,330</u>	<u>\$ 78,407</u>
<b>FUND BALANCES:</b>				
Beginning of year			<u>577,225</u>	
End of year			<u>\$ 1,505,555</u>	



*This page intentionally left blank.*

## INTERNAL SERVICE FUNDS

*Internal Service Funds* are used to finance and account for special activities and services performed by a designated City department for other departments on a cost reimbursement basis.

### **Vehicle Repair and Replacement**

This fund accounts for the maintenance and replacement of vehicles and equipment used by all City departments. The source of revenue for this fund is rental fees charged to the various departments.

### **Office Equipment Replacement**

This fund accounts for the costs incurred for the operation, maintenance, and replacement of office equipment used by City departments. The source of revenue for this fund is rental fees charged to the various user departments.

### **Loss Control Fund**

These funds are used to pay workers' compensation insurance premiums and the salary of the administrative analyst.

*This page intentionally left blank.*

**City of Antioch**  
**Combining Statement of Net Position**  
**Internal Services Funds**  
**June 30, 2019**

	Vehicle Repair & Replacement	Office Equipment Replacement	Loss Control	Total
<b>ASSETS</b>				
Current assets:				
Cash and investments	\$ 4,946,391	\$ 2,450,249	\$ 270,783	\$ 7,667,423
Accounts receivable, net	-	6,202	-	6,202
Materials, parts and supplies	229,513	-	-	229,513
Prepaid items	-	156,513	-	156,513
<b>Total current assets</b>	<b>5,175,904</b>	<b>2,612,964</b>	<b>270,783</b>	<b>8,059,651</b>
Noncurrent assets:				
Capital assets:				
Vehicles and equipment	8,550,505	3,002,950	-	11,553,455
Improvements Other than buildings	187,940	79,534	-	267,474
Less accumulated depreciation	(7,055,455)	(2,588,561)	-	(9,644,016)
<b>Net capital assets</b>	<b>1,682,990</b>	<b>493,923</b>	<b>-</b>	<b>2,176,913</b>
<b>Total assets</b>	<b>6,858,894</b>	<b>3,106,887</b>	<b>270,783</b>	<b>10,236,564</b>
<b>LIABILITIES</b>				
Current liabilities:				
Accounts payable	56,453	75,425	1	131,879
Accrued payroll	8,295	16,416	-	24,711
Current portion of compensated absences	4,499	11,084	-	15,583
<b>Total current liabilities</b>	<b>69,247</b>	<b>102,925</b>	<b>1</b>	<b>172,173</b>
Long-term liabilities:				
Compensated absences	40,494	99,751	-	140,245
<b>Total long-term liabilities</b>	<b>40,494</b>	<b>99,751</b>	<b>-</b>	<b>140,245</b>
<b>Total liabilities</b>	<b>109,741</b>	<b>202,676</b>	<b>1</b>	<b>312,418</b>
<b>NET POSITION</b>				
Net investment in capital assets	1,682,990	493,923	-	2,176,913
Unrestricted	5,066,163	2,410,288	270,782	7,747,233
<b>Total net position</b>	<b>\$ 6,749,153</b>	<b>\$ 2,904,211</b>	<b>\$ 270,782</b>	<b>\$ 9,924,146</b>

**City of Antioch**  
**Combining Statement of Revenues, Expenses and Changes in Net Position**  
**Internal Services Funds**  
**For the Fiscal Year Ended June 30, 2019**

	Vehicle Repair & Replacement	Office Equipment Replacement	Loss Control	Total
<b>OPERATING REVENUES:</b>				
Charges for services	\$ 2,281,110	\$ 1,570,386	\$ 1,990,596	\$ 5,842,092
Other revenue	65,815	-	-	65,815
<b>Total operating revenues</b>	<b>2,346,925</b>	<b>1,570,386</b>	<b>1,990,596</b>	<b>5,907,907</b>
<b>OPERATING EXPENSES:</b>				
Wages and benefits	533,694	1,196,329	-	1,730,023
Contractual services	92,982	475,668	1,760,065	2,328,715
Tools and supplies	487,093	188,447	3,712	679,252
Depreciation	312,983	60,766	-	373,749
Repairs and maintenance	400,988	35,413	-	436,401
<b>Total operating expenses</b>	<b>1,827,740</b>	<b>1,956,623</b>	<b>1,763,777</b>	<b>5,548,140</b>
<b>OPERATING INCOME (LOSS)</b>	<b>519,185</b>	<b>(386,237)</b>	<b>226,819</b>	<b>359,767</b>
<b>NONOPERATING REVENUES (EXPENSES):</b>				
Gain (loss) on sale of property	33,929	-	-	33,929
Investment income	122,246	61,654	2,415	186,315
<b>Total nonoperating revenues</b>	<b>156,175</b>	<b>61,654</b>	<b>2,415</b>	<b>220,244</b>
<b>INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS</b>				
	675,360	(324,583)	229,234	580,011
Transfers in	162,623	377,650	-	540,273
<b>Net income (loss)</b>	<b>837,983</b>	<b>53,067</b>	<b>229,234</b>	<b>1,120,284</b>
<b>NET POSITION:</b>				
Beginning of year	5,911,170	2,851,144	41,548	8,803,862
End of year	<b>\$ 6,749,153</b>	<b>\$ 2,904,211</b>	<b>\$ 270,782</b>	<b>\$ 9,924,146</b>

**City of Antioch**  
**Combining Statement of Cash Flows**  
**Internal Services Funds**  
**For the Fiscal Year Ended June 30, 2019**

	Vehicle Repair & Replacement	Office Equipment Replacement	Loss Control	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash receipt from other funds	\$ 2,347,156	\$ 1,568,405	\$ 1,990,596	\$ 5,906,157
Cash payment to suppliers for goods and services	(1,028,783)	(696,655)	(1,763,777)	(3,489,215)
Cash payment to employees for services	(573,175)	(1,188,087)	-	(1,761,262)
<b>Net cash provided by (used in) operating activities</b>	<b>745,198</b>	<b>(316,337)</b>	<b>226,819</b>	<b>655,680</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
Transfers in	162,623	377,650	-	540,273
<b>Net cash provided by (used in) noncapital financing activities</b>	<b>162,623</b>	<b>377,650</b>	<b>-</b>	<b>540,273</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Capital asset additions	(475,994)	(116,645)	-	(592,639)
Proceeds from sale of capital assets	33,929	-	-	33,929
<b>Net cash provided by (used in) capital and related financing activities</b>	<b>(442,065)</b>	<b>(116,645)</b>	<b>-</b>	<b>(558,710)</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>				
Interest received (paid)	122,246	61,654	2,415	186,315
<b>Net cash provided by (used in) investing activities</b>	<b>122,246</b>	<b>61,654</b>	<b>2,415</b>	<b>186,315</b>
<b>Net change in cash and cash equivalents</b>	<b>588,002</b>	<b>6,322</b>	<b>229,234</b>	<b>823,558</b>
Cash and cash equivalents, beginning of year	4,358,389	2,443,927	41,549	6,843,865
Cash and cash equivalents, end of year	<b>\$ 4,946,391</b>	<b>\$ 2,450,249</b>	<b>\$ 270,783</b>	<b>\$ 7,667,423</b>
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:</b>				
Operating income (loss)	\$ 519,185	\$ (386,237)	\$ 226,819	\$ 359,767
Adjustments to reconcile operating income (loss) to cash flows from operating activities:				
Depreciation	312,983	60,766	-	373,749
Decrease (increase) in:				
Accounts receivable	231	(1,981)	-	(1,750)
Materials, parts, and supplies	(50,130)	-	-	(50,130)
Prepaid items	-	(52,697)	-	(52,697)
Increase (decrease) in:				
Accounts payable	2,410	55,570	-	57,980
Accrued payroll	1,364	2,145	-	3,509
Accrued compensated absences	(40,845)	6,097	-	(34,748)
<b>Net cash provided by (used in) operating activities</b>	<b>\$ 745,198</b>	<b>\$ (316,337)</b>	<b>\$ 226,819</b>	<b>\$ 655,680</b>

*This page intentionally left blank.*

## AGENCY FUNDS

*Agency Funds* account for assets held by a governmental unit in the capacity of agent for individuals, governmental entities, and nonpublic organizations.

### **Employee Benefits**

This fund serves as a clearing account for certain employee benefits. Funds come from payroll expenditures and are disbursed to the different employee benefit providers.

### **Storm Drain Districts D55 and D56**

The City collects storm drain fees from developers and builders. This fund accounts for all the fees collected and sent to the County on quarterly basis. The City receives an administrative fee equal to 0.5% of the total fees collected.

### **Refundable Cash Bond**

The Engineering Department requires developers to post a bond for certain projects. This fund serves as a holding account for the bonds issued and deposited in a noninterest bearing checking account.

### **Fire Protection**

The City has entered into an agreement with the Contra Costa Consolidated Fire District whereby the City collects fire protection facility fees from developers based on the number of units built. Fees are to provide fire protection facilities only.

### **East County Water Management Association**

The Governing Board of the East County Water Management Association has authorized the City to account for the financial operations of the association. The City's Finance Director uses this fund to record collections and disbursements of funds as authorized by the Association.



**City of Antioch**  
**Combining Statement of Changes in Assets and Liabilities**  
**Agency Funds**  
**For the Fiscal Year Ended June 30, 2019**

	Balance June 30, 2018	Additions	Deductions	Balance June 30, 2019
<b>Employee Benefits</b>				
<b>Assets:</b>				
Cash and investments	\$ 1,202,188	\$ 1,837,398	\$ (1,202,188)	\$ 1,837,398
Accounts receivable	-	60	-	60
<b>Total assets</b>	<b>\$ 1,202,188</b>	<b>\$ 1,837,458</b>	<b>\$ (1,202,188)</b>	<b>\$ 1,837,458</b>
<b>Liabilities:</b>				
Accounts payable	\$ 1,135,259	\$ 1,770,920	\$ (1,135,259)	\$ 1,770,920
Due to others	66,929	66,538	(66,929)	66,538
<b>Total Liabilities</b>	<b>\$ 1,202,188</b>	<b>\$ 1,837,458</b>	<b>\$ (1,202,188)</b>	<b>\$ 1,837,458</b>
<b>Storm Drain Districts D55 &amp; D56</b>				
<b>Assets:</b>				
Cash and investments	\$ 505,295	\$ 1,953,548	\$ -	\$ 2,458,843
<b>Liabilities:</b>				
Accounts payable	\$ 505,295	\$ 1,953,548	\$ -	\$ 2,458,843
<b>Refundable Cash Bond</b>				
<b>Assets:</b>				
Cash and investments	\$ 448,045	\$ 127,688	\$ (124,918)	\$ 450,815
<b>Liabilities:</b>				
Accounts payable	10,300	5,000	(10,300)	\$ 5,000
Due to others	437,745	127,688	(119,618)	445,815
<b>Total Liabilities</b>	<b>\$ 448,045</b>	<b>\$ 132,688</b>	<b>\$ (129,918)</b>	<b>\$ 450,815</b>
<b>Fire Protection</b>				
<b>Assets:</b>				
Cash and investments	\$ 273,803	\$ 161,964	\$ (278,972)	\$ 156,795
<b>Liabilities:</b>				
Due to others	\$ 273,803	\$ 161,964	\$ (278,972)	\$ 156,795
<b>Total liabilities</b>	<b>\$ 273,803</b>	<b>\$ 161,964</b>	<b>\$ (278,972)</b>	<b>\$ 156,795</b>
<b>ECWMA</b>				
<b>Assets:</b>				
Cash and investments	\$ 19,433	\$ 6,260	\$ (44)	\$ 25,649
<b>Liabilities:</b>				
Due to others	\$ 19,433	\$ 6,260	\$ (44)	\$ 25,649
<b>Total - All Agency Funds</b>				
<b>Assets:</b>				
Cash and investments	\$ 2,448,764	\$ 4,086,858	\$ (1,606,122)	\$ 4,929,500
Accounts receivable	-	60	-	60
<b>Total assets</b>	<b>\$ 2,448,764</b>	<b>\$ 4,086,918</b>	<b>\$ (1,606,122)</b>	<b>\$ 4,929,560</b>
<b>Liabilities:</b>				
Accounts payable	\$ 1,650,854	\$ 3,729,468	\$ (1,145,559)	\$ 4,234,763
Due to others	797,910	362,450	(465,563)	694,797
<b>Total liabilities</b>	<b>\$ 2,448,764</b>	<b>\$ 4,091,918</b>	<b>\$ (1,611,122)</b>	<b>\$ 4,929,560</b>

## STATISTICAL SECTION

<b>Contents</b>	<b>Page</b>
<i>Financial Trends</i> These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	190
<i>Revenue Capacity</i> These schedules contain information to help the reader assess the City's most significant local revenues. Property tax is the City's most significant revenue.	195
<i>Debt Capacity</i> These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and its ability to issue additional debt in the future.	200
<i>Demographic and Economic Information</i> These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	205
<i>Operating Information</i> These schedules contain service and infrastructure data to help the reader understand how the information in the financial report relates to the services the City provides and the activities it performs.	207

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial report for the relevant year.

**CITY OF ANTIOCH**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**  
**(amounts expressed in thousands)**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>Governmental activities</b>										
Net investment in capital assets	\$ 292,426	\$ 295,764	\$ 302,099	\$ 325,151	\$ 329,692	\$ 326,664	\$ 323,132	\$ 312,206	\$ 307,094	\$ 309,589
Restricted	44,812	48,611	43,431	43,227	41,108	38,858	37,657	39,323	44,729	44,582
Unrestricted	19,453	14,010	21,104	16,543	15,064	(49,846) (1)	(40,948)	(34,184)	(75,016) (2)	(67,159)
<b>Total governmental activities net position</b>	<b>\$ 356,691</b>	<b>\$ 358,385</b>	<b>\$ 366,634</b>	<b>\$ 384,921</b>	<b>\$ 385,864</b>	<b>\$ 315,676</b>	<b>\$ 319,841</b>	<b>\$ 317,345</b>	<b>\$ 276,807</b>	<b>\$ 287,012</b>
<b>Business-type activities</b>										
Net investment in capital assets	\$ 149,207	\$ 150,008	\$ 149,127	\$ 148,026	\$ 148,514	\$ 148,726	\$ 148,729	\$ 149,447	\$ 148,450	\$ 140,301
Restricted	1,673	1,476	1,554	1,432	-	-	-	-	-	-
Unrestricted	25,411	31,856	33,195	38,130	41,634	26,144	31,387	36,587	40,303	51,360
<b>Total business-type activities net position</b>	<b>\$ 176,291</b>	<b>\$ 183,340</b>	<b>\$ 183,876</b>	<b>\$ 187,588</b>	<b>\$ 190,148</b>	<b>\$ 174,870</b>	<b>\$ 180,116</b>	<b>\$ 186,034</b>	<b>\$ 188,753</b>	<b>\$ 191,661</b>
<b>Primary government</b>										
Net investment in capital assets	\$ 441,633	\$ 445,772	\$ 451,226	\$ 473,177	\$ 478,206	\$ 475,390	\$ 471,861	\$ 461,653	\$ 455,544	\$ 449,890
Restricted	46,485	50,087	44,985	44,659	41,108	38,858	37,657	39,323	44,729	44,582
Unrestricted	44,864	45,866	54,299	54,673	56,698	(23,702) (1)	(9,561)	2,403	(34,713) (2)	(15,799)
<b>Total primary government net position</b>	<b>\$ 532,982</b>	<b>\$ 541,725</b>	<b>\$ 550,510</b>	<b>\$ 572,509</b>	<b>\$ 576,012</b>	<b>\$ 490,546</b>	<b>\$ 499,957</b>	<b>\$ 503,379</b>	<b>\$ 465,560</b>	<b>\$ 478,673</b>

(1) Significant decrease in net position from fiscal year 2014 due to implementation of GASB Statement No. 68 requiring recognition of net pens

(2) Significant decrease in net position from fiscal year 2017 due to implementation of GASB Statement No. 75 requiring recognition of net OPEB liability.

Source: City of Antioch Annual Financial Report

**CITY OF ANTIOCH**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**  
**(amounts expressed in thousands)**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>Expenses</b>										
Governmental activities:										
General government	\$ 7,379	\$ 6,640	\$ 6,736	\$ 5,937	\$ 8,802	\$ 6,912	\$ 8,932	\$ 3,414	\$ 5,162	\$ 8,671
Public works	13,305	16,147	13,671	17,438	15,359	19,043	17,564	18,855	17,670	17,245
Public safety	28,228	26,376	25,637	27,303	26,453	30,900	31,563	40,084	42,697	42,990
Parks and recreation	4,397	4,203	4,134	3,964	3,827	4,185	4,264	5,295	5,298	8,039
Community development	8,052	7,013	3,204	2,121	2,571	3,657	2,942	4,273	6,422	4,776
Interest on long-term liabilities	2,206	2,316	1,865	422	397	427	262	198	198	167
Total governmental activities	<u>63,567</u>	<u>62,695</u>	<u>55,247</u>	<u>57,185</u>	<u>57,409</u>	<u>65,124</u>	<u>65,527</u>	<u>72,119</u>	<u>77,447</u>	<u>81,888</u>
Business-type activities										
Water	20,371	18,948	25,244	23,123	25,751	23,308	22,334	24,458	28,642	30,389
Sewer	3,464	3,118	3,112	4,007	4,668	5,439	5,528	5,863	6,898	6,813
Marina	1,012	1,005	1,050	1,129	1,076	1,016	1,108	1,026	1,159	1,163
Prewett Water Park	2,084	1,740	1,762	1,878	1,920	1,983	2,024	2,167	2,177	-
Total business-type activities	<u>26,931</u>	<u>24,811</u>	<u>31,168</u>	<u>30,137</u>	<u>33,415</u>	<u>31,746</u>	<u>30,994</u>	<u>33,514</u>	<u>38,876</u>	<u>38,365</u>
Total primary government expenses	<u>\$ 90,498</u>	<u>\$ 87,506</u>	<u>\$ 86,415</u>	<u>\$ 87,322</u>	<u>\$ 90,824</u>	<u>\$ 96,870</u>	<u>\$ 96,521</u>	<u>\$ 105,633</u>	<u>\$ 116,323</u>	<u>\$ 120,253</u>
<b>Program Revenues</b>										
Governmental activities:										
Charges for services:										
General government	\$ 2,536	\$ 1,360	\$ 1,474	\$ 1,642	\$ 1,824	\$ 3,752	\$ 2,098	\$ 312	\$ 560	\$ 357
Public works	2,895	3,369	2,429	1,745	3,152	1,666	1,573	4,339	4,320	4,523
Public safety	1,678	1,270	1,254	1,303	1,401	1,407	1,482	1,312	783	803
Community development	1,262	1,147	2,018	3,174	1,479	2,809	2,812	2,065	2,903	3,620
Other activities	646	560	701	700	789	872	816	721	1,104	1,866
Operating grants and contributions	5,971	9,846	9,802	8,742	5,879	8,880	5,515	4,801	8,194	7,912
Capital grants and contributions	17,425	8,568	1,896	2,308	8,118	1,836	2,324	2,233	1,473	718
Total governmental activities program revenues	<u>32,413</u>	<u>26,120</u>	<u>19,574</u>	<u>19,614</u>	<u>22,642</u>	<u>21,222</u>	<u>16,620</u>	<u>15,783</u>	<u>19,337</u>	<u>19,799</u>
Business-type activities:										
Fines, forfeitures and charges for services										
Water	19,293	21,687	23,395	25,129	25,907	24,430	26,192	29,815	35,683	39,178
Sewer	4,050	4,320	4,453	4,523	4,714	5,013	5,395	5,755	6,032	6,334
Marina	711	658	681	645	591	516	471	516	600	620
Prewett Water Park	927	1,040	910	854	866	789	730	846	891	-
Capital grants and contributions:										
Water	918	1,159	939	1,328	1,008	1,235	831	391	412	1,379
Sewer	714	1,004	393	524	1,193	1,063	1,387	293	160	595
Marina	-	-	-	747	304	-	185	-	1,232	-
Total business-type activities program revenues	<u>26,613</u>	<u>29,868</u>	<u>30,771</u>	<u>33,750</u>	<u>34,583</u>	<u>33,046</u>	<u>35,191</u>	<u>37,616</u>	<u>45,010</u>	<u>48,106</u>
Total primary government program revenues	<u>\$ 59,026</u>	<u>\$ 55,988</u>	<u>\$ 50,345</u>	<u>\$ 53,364</u>	<u>\$ 57,225</u>	<u>\$ 54,268</u>	<u>\$ 51,811</u>	<u>\$ 53,399</u>	<u>\$ 64,347</u>	<u>\$ 67,905</u>
Net (expense)/revenue										
Governmental activities	\$ (31,154)	\$ (36,575)	\$ (35,673)	\$ (37,571)	\$ (34,767)	\$ (43,902)	\$ (48,907)	\$ (56,336)	\$ (58,110)	\$ (62,089)
Business-type activities	(318)	5,057	(397)	3,613	1,168	1,300	4,197	4,102	6,134	9,741
Total primary government net expense	<u>\$ (31,472)</u>	<u>\$ (31,518)</u>	<u>\$ (36,070)</u>	<u>\$ (33,958)</u>	<u>\$ (33,599)</u>	<u>\$ (42,602)</u>	<u>\$ (44,710)</u>	<u>\$ (52,234)</u>	<u>\$ (51,976)</u>	<u>\$ (52,348)</u>

**CITY OF ANTIOCH**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**  
**(amounts expressed in thousands) - Continued**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>General Revenues and Other Changes In Net Position</b>										
Governmental activities:										
Taxes:										
Property taxes	\$ 21,012	\$ 19,781	\$ 15,612	\$ 11,676	\$ 12,625	\$ 15,129	\$ 16,796	\$ 18,631	\$ 19,452	\$ 20,609
Transient lodging tax	113	80	120	116	136	150	158	178	209	234
Franchise	4,172	3,901	4,166	4,042	4,188	4,406	4,616	4,767	5,226	5,495
Business license fees based on gross receipts	1,084	1,010	1,048	1,165	1,172	1,964	3,121	3,916	4,428	3,972
Property transfer taxes	344	255	283	313	363	382	461	443	521	609
Sales and use tax	9,476	9,340	10,476	11,074	12,532	17,597	19,925	20,000	20,155	25,387
Motor vehicle in lieu, unrestricted	297	467	51	53	45	43	45	51	60	54
Park in lieu	49	45	215	443	338	120	50	142	256	372
Investment income not restricted	595	454	355	177	305	278	582	1,421	854	1,737
Other	1,881	2,867	2,765	3,761	3,956	3,455	6,168	4,578	3,449	4,785
Special item - Contribution from Successor Agency	-	-	638	-	-	-	1,467	1,000	-	-
Extraordinary items - Redevelopment Dissolution	-	-	7,719	-	-	-	-	-	-	-
Transfers	3	69	473	183	191	798	(317)	(1,288)	(55)	9,041
<b>Total government activities</b>	<b>39,026</b>	<b>38,269</b>	<b>43,921</b>	<b>33,003</b>	<b>35,851</b>	<b>44,322</b>	<b>53,072</b>	<b>53,839</b>	<b>54,555</b>	<b>72,295</b>
Business-type activities:										
Investment income not restricted	360	349	315	204	392	334	630	183	244	1,872
Other	831	1,711	1,091	78	1,190	117	102	346	31	335
Transfers	(3)	(69)	(473)	(183)	(191)	(798)	317	1,288	55	(9,041)
<b>Total business type activities</b>	<b>1,188</b>	<b>1,991</b>	<b>933</b>	<b>99</b>	<b>1,391</b>	<b>(347)</b>	<b>1,049</b>	<b>1,817</b>	<b>330</b>	<b>(6,834)</b>
<b>Total primary government</b>	<b>\$ 40,214</b>	<b>\$ 40,260</b>	<b>\$ 44,854</b>	<b>\$ 33,102</b>	<b>\$ 37,242</b>	<b>\$ 43,975</b>	<b>\$ 54,121</b>	<b>\$ 55,656</b>	<b>\$ 54,885</b>	<b>\$ 65,461</b>
<b>Change in Net Position</b>										
Governmental activities	\$ 7,872	\$ 1,694	\$ 8,248	\$ (4,568)	\$ 1,084	\$ 420	\$ 4,165	\$ (2,497)	\$ (3,555)	\$ 10,206
Business-type activities	870	7,048	536	3,712	2,559	953	5,246	5,919	6,464	2,907
<b>Total primary government</b>	<b>\$ 8,742</b>	<b>\$ 8,742</b>	<b>\$ 8,784</b>	<b>\$ (856)</b>	<b>\$ 3,643</b>	<b>\$ 1,373</b>	<b>\$ 9,411</b>	<b>\$ 3,422</b>	<b>\$ 2,909</b>	<b>\$ 13,113</b>

Source: City of Antioch Financial Report

**CITY OF ANTIOCH**  
**Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**  
**(amounts expressed in thousands)**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>General Fund</b>										
Reserved	\$ 259	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved	5,488	-	-	-	-	-	-	-	-	-
Nonspendable	-	34	60	91	206	38	224	220	116	149
Committed	-	102	94	602	1,497	4,524	4,946	3,546	20,854	20,057
Assigned	-	92	298	277	126	1,086	144	1,270	2,189	2,080
Unassigned	-	6,557	8,037	9,140	9,006	11,531	17,590	25,979	11,428	21,117
<b>Total general fund</b>	<b>\$ 5,747</b>	<b>\$ 6,785</b>	<b>\$ 8,489</b>	<b>\$ 10,110</b>	<b>\$ 10,835</b>	<b>\$ 17,179</b>	<b>\$ 22,904</b>	<b>\$ 31,015</b>	<b>\$ 34,587</b>	<b>\$ 43,403</b>
<b>All other governmental funds</b>										
Reserved	\$ 13,428	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved, reported in:										
Special revenue funds	20,496	-	-	-	-	-	-	-	-	-
Capital projects funds	2,034	-	-	-	-	-	-	-	-	-
Nonspendable	-	3,562	35	363	142	134	132	149	106	116
Restricted	-	21,494	23,294	22,447	20,807	38,440	37,332	37,602	41,822	44,187
Committed	-	5,566	6,017	3,446	2,869	3,275	3,715	3,630	3,713	4,519
Assigned	-	4,675	4,636	3,521	2,296	2,432	2,925	3,259	1,062	3,981
Unassigned	-	(2,412)	-	-	(4)	(102)	(184)	-	(116)	(1)
<b>Total all other governmental funds</b>	<b>\$ 35,958</b>	<b>\$ 32,885</b>	<b>\$ 33,982</b>	<b>\$ 29,777</b>	<b>\$ 26,110</b>	<b>\$ 44,179</b>	<b>\$ 43,920</b>	<b>\$ 44,640</b>	<b>\$ 46,587</b>	<b>\$ 52,802</b>

Note: Fiscal years 2007 through 2010 are pre-implementation of GASB 54. Fiscal year 2011 represents new fund balance classifications post implementation of GASB 54.

Source: City of Antioch Annual Financial Report

**CITY OF ANTIOCH**  
**Changes in Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**  
**(amounts expressed in thousands)**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>Revenues</b>										
Taxes	\$ 37,744	\$ 37,384	\$ 34,424	\$ 30,792	\$ 34,300	\$ 42,635	\$ 47,415	\$ 49,569	\$ 53,481	\$ 60,669
Licenses and permits	857	798	1,096	1,655	1,303	1,178	1,149	1,243	1,356	1,889
Fines and penalties	306	189	154	142	146	134	191	272	290	224
Investment income and rentals	1,380	1,064	1,065	1,437	1,520	1,485	1,762	1,404	1,121	2,616
Revenue from other agencies	20,602	14,699	8,470	9,952	10,244	5,598	4,690	3,345	5,603	6,892
Current service charges	9,418	8,391	8,323	8,112	10,335	11,011	11,518	5,748	6,356	7,893
Special assessment revenue	2,793	2,775	2,879	2,850	2,904	2,985	2,994	2,978	3,100	2,948
Contribution from Successor										
Agency Trust	-	-	638	-	-	-	-	-	-	-
Other	1,161	2,253	2,315	1,238	1,754	2,368	3,472	3,301	1,994	2,305
<b>Total Revenues</b>	<b>74,261</b>	<b>67,553</b>	<b>59,364</b>	<b>56,178</b>	<b>62,506</b>	<b>67,394</b>	<b>73,191</b>	<b>67,860</b>	<b>73,301</b>	<b>85,436</b>
<b>Expenditures</b>										
Current:										
General government	6,971	6,073	5,702	5,331	6,357	6,109	8,623	2,079	4,315	7,939
Public works	7,159	8,587	6,652	7,803	8,450	11,128	10,593	10,186	8,740	8,573
Public safety	29,340	26,928	26,065	26,959	28,786	31,826	34,989	36,947	38,727	38,006
Parks and recreation	3,776	3,594	3,641	3,209	3,331	3,491	3,711	4,001	3,905	6,141
Community development	9,685	8,856	3,968	3,094	3,005	4,527	3,778	4,314	6,234	4,537
Capital outlay	20,331	13,183	4,614	10,753	14,562	4,945	3,627	1,894	4,609	6,834
Debt service:										
Principal retirement	1,345	1,764	2,115	509	536	5,310	560	622	655	694
Interest	2,133	2,290	1,999	412	390	359	311	248	222	192
Fiscal charges	14	19	18	9	6	3	4	5	4	4
Bond issuance costs	29	-	-	-	-	59	-	-	-	-
<b>Total Expenditures</b>	<b>80,783</b>	<b>71,294</b>	<b>54,774</b>	<b>58,079</b>	<b>65,423</b>	<b>67,757</b>	<b>66,196</b>	<b>60,296</b>	<b>67,411</b>	<b>72,920</b>
Excess (deficiency) of revenues over (under) expenditures	(6,522)	(3,741)	4,590	(1,901)	(2,917)	(363)	6,995	7,564	5,890	12,516
<b>Other financing sources (uses)</b>										
Transfers in	12,380	11,264	9,438	6,355	7,408	5,990	6,312	8,088	7,591	11,816
Transfer out	(11,147)	(11,430)	(9,285)	(6,397)	(7,433)	(5,871)	(6,841)	(7,821)	(7,963)	(9,302)
Capital lease	2,177	1,873	-	-	-	-	-	-	-	-
Proceeds of bonds	2,081	-	-	-	-	3,840	-	-	-	-
Bond premium	-	-	-	-	-	583	-	-	-	-
Extraordinary item	-	-	(1,942)	-	-	-	(1,000)	1,000	-	-
<b>Total other financing sources (uses)</b>	<b>5,491</b>	<b>1,707</b>	<b>(1,789)</b>	<b>(42)</b>	<b>(25)</b>	<b>4,542</b>	<b>(1,529)</b>	<b>1,267</b>	<b>(372)</b>	<b>2,514</b>
<b>Net change in fund balances</b>	<b>\$ (1,031)</b>	<b>\$ (2,034)</b>	<b>\$ 2,801</b>	<b>\$ (1,943)</b>	<b>\$ (2,942)</b>	<b>\$ 4,179</b>	<b>\$ 5,466</b>	<b>\$ 8,831</b>	<b>\$ 5,518</b>	<b>\$ 15,030</b>
Debt service as a percentage of non-capital expenditures	5.75%	6.98%	8.20%	1.95%	1.82%	9.03%	1.39%	1.49%	1.40%	1.34%

Source: City of Antioch Annual Financial Report

**CITY OF ANTIOCH**  
**Governmental Activities Tax Revenues By Source**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**  
**(amounts expressed in thousands)**

Fiscal Year	Property Tax	Sales Tax (1)	Sales Tax Measure C/W (2)	Gas Tax	RMRA Tax (3)	Transient Lodging Tax	Franchise Taxes	Business License Tax	Property Transfer Tax	Total
2010	\$ 21,012	\$ 9,476	\$ -	\$ 1,660	\$ -	\$ 113	\$ 3,757	\$ 1,084	\$ 344	\$ 37,446
2011	19,781	9,340	-	2,550	-	80	3,900	1,010	255	36,916
2012	15,612	10,476	-	2,876	-	120	3,958	1,048	283	34,373
2013	11,676	11,074	-	2,353	-	116	4,042	1,165	313	30,739
2014	12,625	11,587	899	3,286	-	136	4,188	1,171	363	34,255
2015	15,129	12,014	5,584	2,966	-	150	4,406	1,964	382	42,595
2016	16,796	12,573	6,821	2,246	-	158	4,616	3,121	461	46,792
2017	18,631	12,263	6,535	2,188	-	178	4,767	3,915	443	48,920
2018	19,452	12,658	6,869	2,404	527	209	5,226	4,428	521	52,294
2019	20,609	15,718	9,669	2,322	2,040	233	5,495	3,972	609	60,667

(1) Sales tax is levied at 8.25% (8.5% prior to 1/1/17) on retail sales and/or consumption of personal property, 1% of the total tax rate is allocated to the City.

(2) Measure C is a half-cent sales tax on retail sales and/or consumption of personal property which became effective April 1, 2014. Measure W is in replacement of Measure C which became effective April 1, 2019.

(3) RMRA enacted by SB 1 passed by California legislature. 2018 is first year of collections.

Source: City of Antioch Annual Financial Report



**CITY OF ANTIOCH**  
**Assessed Value and Estimated Actual Value of Taxable Property**  
**Last Ten Fiscal Years**  
**(in thousands of dollars)**

Fiscal Year	Total Secured Tax Roll	Unsecured Tax Roll	Less Homeowners' Exemptions	Less Other Tax Exempt Property	Total Taxable Assessed Value	Less Redevelopment Assessed Valuation	Value of Taxable Property	Amount Allocated to City (a)
2010	\$ 8,011,789	\$ 235,898	\$ (123,979)	\$ (687,894)	\$ 7,435,814	\$ (765,856)	\$ 6,669,958	9.66%
2011	7,662,034	220,183	(121,652)	(691,413)	7,069,152	(724,248)	6,344,904	9.65%
2012	7,155,541	205,339	(116,601)	(683,407)	6,560,872	(723,955)	5,836,917	(a)
2013	7,109,642	196,571	(111,761)	(696,290)	6,498,162	(641,397)	5,856,765	(a)
2014	7,616,910	189,173	(106,871)	(711,013)	6,988,199	(613,598)	6,374,601	(a)
2015	8,904,098	176,385	(103,063)	(721,103)	8,256,317	(592,222)	7,664,095	10.05%
2016	9,552,650	200,649	(100,989)	(728,610)	8,923,700	(600,330)	8,323,370	(a)
2017	10,137,210	204,440	(98,427)	(754,156)	9,489,067	(655,249)	8,833,818	(a)
2018	10,752,279	191,460	(95,663)	(779,398)	10,068,678	(695,151)	9,373,527	(a)
2019	11,395,945	198,938	(93,401)	(812,614)	10,688,868	(737,738)	9,951,130	(a)

NOTE: In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold.

(a) California cities do not set their own direct tax rate. The State Constitution establishes the rate at 1% and allocates a portion of that amount, by annual calculation, to all the taxing entities within a tax rate area. The City of Antioch includes 39 tax rate areas. The percentage presented is the City's share of the 1%. The County could not provide data for these fiscal years.

Source: Contra Costa County Certificate of Assessed Valuations

**CITY OF ANTIOCH**  
**Principal Property Taxpayers**  
**FY 2018-19 Compared To FY 2009-10**  
**(amounts expressed in thousands, except for Rank and Percentages)**

2018-2019 Local Secured Assessed Valuation -

\$11,391,905,834

Taxpayer	2019			2010		
	Total Secured Assessed Value (A)	Rank	Percentage of Total Secured Assessed Value	Total Secured Assessed Value (A)	Rank	Percentage of Total Secured Assessed Value
	Kaiser Foundation Hospitals/Health Plan-Sand Creek	\$ 424,497	1	3.726%	\$ 391,900	1
Sutter East Bay Hospital	122,753	2	1.078%	118,499	2	1.635%
Reliant-Mira Vista LP	41,593	3	0.365%	-		0.000%
Sequoia Equities - Cross Pointe	36,987	4	0.325%	37,247	3	0.514%
Delta Pines Antioch LP	28,923	5	0.254%	-		0.000%
Camden Village LLC	28,361	6	0.249%	27,458	9	0.379%
Walmart	27,233	7	0.239%	-		0.000%
Kaiser Foundation Hospitals/Health Plan-Delta Fair	25,165	8	0.221%	-		0.000%
Costco Wholesale Corp	24,989	9	0.219%	27,618	8	0.381%
Westcore II Antioch LLC	24,682	10	0.217%	-		0.000%
Runaway Bay LLC	-		0.000%	26,946	10	0.372%
GWF Power Systems Company	-		0.000%	30,050	6	0.415%
DDR MDT MV Slatten Ranch	-		0.000%	28,866	7	0.398%
Macerich Partnership	-		0.000%	32,700	4	0.451%
Inland American & Stephens LLC	-		0.000%	31,850	5	0.439%
	<u>\$ 785,183</u>		<u>6.892%</u>	<u>\$ 753,134</u>		<u>10.390%</u>

The amounts shown above include assessed value data for both the City and the Antioch Development Agency

(A) Amounts listed for top ten taxpayers only.

**CITY OF ANTIOCH  
PROPERTY TAX RATES  
LAST TEN FISCAL YEARS**

Fiscal Year	Basic County Wide Levy	BART	East Bay Regional Park	Community College 2002 Bonds	Community College 2006 Bonds	Community College 2014 Bonds	Total
2010	1.0000	0.0057	0.0108	0.0046	0.0080	-	1.0291
2011	1.0000	0.0031	0.0084	0.0049	0.0084	-	1.0248
2012	1.0000	0.0041	0.0071	0.0049	0.0095	-	1.0256
2013	1.0000	0.0043	0.0051	0.0047	0.0040	-	1.0181
2014	1.0000	0.0075	0.0078	0.0043	0.0090	-	1.0286
2015	1.0000	0.0026	0.0067	0.0034	0.0076	0.0110	1.0313
2016	1.0000	0.0026	0.0067	0.0034	0.0076	0.0110	1.0313
2017	1.0000	0.0080	0.0032	0.0033	0.0074	0.0013	1.0232
2018	1.0000	0.0084	0.0021	0.0032	0.0068	1.0219	2.0424
2019	1.0000	0.0070	0.0021	0.0030	0.0065	0.0015	1.0201

Source: Contra Cost County Assessors Office

**CITY OF ANTIOCH**  
**Property Tax Levies and Collections (1)**  
**Last Ten Fiscal Years**  
**(in thousands of dollars)**

Fiscal Year	City Property Tax Levied and Collected	Development Agency Property Tax Levied and Collected	Total Tax Levied and Collected	Percentage of Levy Collected (3)	Value of City Property Subject To Local Tax Rate	Value of Development Agency Property Subject to Local Tax Rate	Total Value of Property Subject To Local Tax Rate
2010	\$ 16,940	\$ 7,759	\$ 24,699	100%	\$ 6,669,959	\$ 765,856	\$ 7,435,815
2011	16,574	7,348	23,922	100%	6,344,904	724,248	7,069,152
2012	14,187	3,877 <sup>(2)</sup>	18,064	100%	5,836,917	723,955	6,560,872
2013	15,919	0 <sup>(2)</sup>	15,919	100%	5,856,765	641,397	6,498,162
2014	16,765	0 <sup>(2)</sup>	16,765	100%	6,374,601	613,598	6,988,199
2015	14,927	0 <sup>(2)</sup>	14,927	100%	7,664,094	592,222	8,256,316
2016	12,043	0 <sup>(2)</sup>	12,043	100%	8,323,370	600,330	8,923,700
2017	13,552	0 <sup>(2)</sup>	13,552	100%	8,833,818	655,249	9,489,067
2018	13,694	0 <sup>(2)</sup>	13,694	100%	9,373,527	695,151	10,068,678
2019	14,307	0 <sup>(2)</sup>	14,307	100%	9,951,130	737,738	10,688,868

(1) Figures include data for property within the city, redevelopment project areas and for assessments.

(2) Figure represent taxes levied and collected for development agency through January 31, 2012 prior to dissolution of redevelopment with the passage of ABx 1 26, therefore no redevelopment levies after dissolution are provided to the City.

(3) Taxes collected are the same as the amounts levied because Contra Costa County follows California's alternate method of apportionment (the Teeter Plan). Under the Teeter Plan, all amounts levied are apportioned to the County and other taxing agencies regardless of whether they are collected in the current year or not.

Source: Contra Costa County Assessed Valuation Report and Tax Reconciliation Sheet

**CITY OF ANTIOCH**  
**Ratios of Outstanding Debt by Type**  
**Last Ten Fiscal Years**  
**(amounts expressed in thousands, except per capita amount)**

Fiscal Year	Governmental Activities			Business-Type Activities				Total Primary Government	Percentage of Estimated Actual Value of Taxable Property (1)	Per Capita (2)
	Lease Revenue Bonds	Tax Allocation Bonds (3)	Capital Leases	Water Bonds	Long-term Payable	Loans Payable	Marina Loans			
2010	\$ 28,754	\$ 12,141	\$ 2,177	\$ 2,869	\$ -	\$ -	\$ 3,568	\$ 49,509	0.74%	485
2011	28,369	10,981	3,867	2,195	-	-	3,436	48,848	0.77%	474
2012	27,934	-	3,541	1,511	4,788	-	3,297	41,071	0.70%	395
2013	5,002	-	3,192	770	4,536	-	3,152	16,652	0.28%	159
2014	4,841	-	2,821	-	4,284	-	3,001	14,947	0.23%	141
2015	4,386	-	2,425	-	4,032	-	2,843	13,686	0.18%	127
2016	4,214	-	2,005	-	3,780	-	2,678	12,677	0.15%	112
2017	4,005	-	1,558	-	3,528	197	2,537	11,825	0.13%	104
2018	3,790	-	1,084	-	3,276	682	2,392	11,224	0.12%	99
2019	3,566	-	580	-	3,024	550	2,291	10,011	0.10%	89

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Source: City of Antioch Financial Report

- (1) See the schedule of Assessed Value and Estimated Actual Value of Taxable Property.
- (2) Population data can be found in the Demographic and Economic Statistics schedule
- (3) Tax Allocation Bonds have become an obligation of the Successor Agency to the Antioch Development Agency and no longer on City books.

**CITY OF ANTIOCH**  
**Ratios of General Bonded Debt Outstanding**

The City of Antioch has not had any outstanding general obligation bond debt since 2001-02.

**CITY OF ANTIOCH**  
**Legal Debt Margin Information**  
**Last Ten Fiscal Years**  
**(amounts expressed in thousands)**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Debt limit	\$ 1,237,153	\$ 1,182,333	\$ 1,104,132	\$ 1,095,932	\$ 1,170,913	\$ 1,362,072	\$ 1,462,995	\$ 1,551,247	\$ 1,641,561	\$ 1,739,233
Total net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin	\$ 1,237,153	\$ 1,182,333	\$ 1,318,322	\$ 1,095,932	\$ 1,170,913	\$ 1,362,072	\$ 1,462,995	\$ 1,551,247	\$ 1,641,561	\$ 1,739,233
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**Legal Debt Margin Calculation for Fiscal Year 2019**

The following numbers are not expressed in thousands:

Assessed value	\$ 10,688,867,896
Add back: exempt real property	906,015,654
Total assessed value	<u>11,594,883,550</u>
Debt limit (15% of total assessed value)	1,739,232,533
Debt applicable to limit:	
General obligation bonds	-
Less: Amount set aside for repayment of general obligation debt	-
Total net debt applicable to limit	<u>-</u>
Legal debt margin	<u>\$ 1,739,232,533</u>

Source: City of Antioch Finance Department and Contra Costa County Certificate of Assessed Valuations for fiscal year 2018-19

Note: Beginning in Fiscal Year 2000-01, the City of Antioch did not have any general obligation debt. However, under State finance law, the City of Antioch's outstanding general obligation debt should not exceed 15% of total assessed property value. By law, the general obligation debt subject to the limitation may be offset by amounts set aside for repaying general obligation bonds.

**CITY OF ANTIOCH**  
**Pledged Revenue Coverage**  
**Last Ten Fiscal Years**

Fiscal Year	Water Revenue Bonds (1) (in thousands)						Special Assessment Bonds	
	Gross Water Charges And Other	Less: Direct Operating Expenses	Net Revenue Available for Debt Service	Debt Service		Debt Service Coverage	Special Assessment Collections (2)	Outstanding (in thousands) Lone Diamond
				Principal	Interest			
2010	\$ 20,226	\$ 17,390	\$ 2,836	\$ 675	\$ 108	3.62%	\$ 7,401,685	\$ 35,045
2011	22,103	16,609	5,494	695	88	7.02%	7,476,123	26,905
2012	23,652	22,924	728	720	66	0.93%	7,425,102	20,905
2013	25,369	20,628	4,741	745	41	6.03%	7,436,553	13,915
2014	27,297	23,328	3,969	770	14	5.06%	7,472,192	2,405
2015	24,711	21,137	3,574	-	-	n/a	-	-
2016	26,865	20,049	6,816	-	-	n/a	-	-
2017	30,220	22,072	8,148	-	-	n/a	-	-
2018	35,875	26,448	9,427	-	-	n/a	-	-
2019	40,690	28,181	12,509	-	-	n/a	-	-

(1) Details regarding the City of Antioch's outstanding debt can be found in the notes to the financial statements. Water Charges and Other includes investment earnings but not tap fees. Operating expenses do not include interest or depreciation.

(2) Special Assessment Debt without City Commitment: The City was the collecting and paying agent for other special assessment debt, but has no direct or contingent liability or moral obligation for the payment of this debt. Therefore, this debt was not included in the City's financial statements and was fully repaid in 2014.

Source: City of Antioch Financial Statements



**CITY OF ANTIOCH**  
**Direct and Overlapping Debt**  
**June 30, 2019**

2018-19 Assessed Valuation	\$ 10,688,867,896
Antioch Development Agency Incremental Valuation:	737,738,462
Adjusted Assessed Valuation:	<u>\$ 9,951,129,434</u>

JURISDICTION	Total Debt 6/30/2019	Percent Applicable (1)	City's Share of Debt 6/30/2019
<b>OVERLAPPING TAX AND ASSESSMENT DEBT:</b>			
Bay Area Rapid Transit District	\$ 809,660,000	1.435%	\$ 11,618,621
Contra Costa Community College District	397,065,000	5.277%	20,953,120
Antioch Unified School District Schools Facilities Improvement District No. 1	112,360,329	83.516%	93,838,852
Liberty Union High School District	94,780,000	2.169%	2,055,778
Brentwood Union School District	51,689,704	3.859%	1,994,706
East Bay Regional Park District	178,710,000	2.272%	<u>4,060,291</u>
<b>Total Overlapping Tax and Assessment Debt</b>			<b>\$ 134,521,368</b>
<b>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</b>	<b>\$ 18,308,185</b>	<b>100.000%</b>	<b>\$ 18,308,185</b>
<b>DIRECT AND OVERLAPPING GENERAL FUND OBLIGATION DEBT:</b>			
Contra Costa County General Fund Obligations	\$ 261,890,558	5.258%	\$ 13,770,206
Contra Costa County Pension Obligation Bonds	122,585,000	5.258%	6,445,519
Contra Costa Community College District Certificates of Participation	-	5.287%	-
Antioch Unified School District Certificates of Participation	31,600,130	88.162%	27,859,307
Liberty Union High School District Certificates of Participation	552,960	2.169%	11,994
Brentwood Union School District General Fund Obligations	252,414	3.859%	9,741
Contra Costa Fire Protection District Pension Obligation Bonds	53,740,000	11.447%	6,151,618
<b>City of Antioch General Fund Obligations</b>	<b>4,146,291</b>	<b>100.000%</b>	<b><u>4,146,291</u></b>
GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT			\$ 58,394,675
Less: Contra Costa County Obligations supported from revenue funds			<u>5,403,598</u>
NET DIRECT AND OVERLAPPING GENERAL FUND DEBT			\$ 52,991,077
<b>TOTAL DIRECT DEBT</b>			<b>\$ 4,146,291 (2)</b>
TOTAL GROSS OVERLAPPING DEBT			\$ 207,077,937
TOTAL NET OVERLAPPING DEBT			\$ 201,674,339
GROSS COMBINED TOTAL DEBT			\$ 211,224,228 (2)
NET COMBINED TOTAL DEBT			\$ 205,820,630

NOTES:

- (1) For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the City's boundaries and dividing it by each unit's taxable assessed value. Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.
- (2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue, non-bonded capital lease and City pension and OPEB obligations

Ratios to Adjusted Assessed Valuation:

Total Overlapping Tax and Assessment Debt: 1.35%  
**Combined Direct Debt (\$4,146,291): 0.04%**  
Gross Combined Total Debt: 2.12%  
Net Combined Total Debt: 2.07%

Ratios to Redevelopment Successor Agency Incremental Valuation:

Total Overlapping Tax Increment Debt: 2.48%

Source: California Municipal Statistics, Inc.

**CITY OF ANTIOCH**  
**Demographic and Economic Statistics**  
**Last Ten Fiscal Years**

Fiscal Year	City of Antioch Population(1)	Contra Costa County Population (1)	Personal Income (in thousands) (2)	Per Capita Personal Income (2)	Unemployment Rate (3)
2010	102,330	1,052,605	\$ 57,700,398	\$ 54,817	12.80%
2011	103,054	1,066,096	60,778,675	57,011	12.50%
2012	103,833	1,065,117	66,544,007	61,638	10.20%
2013	105,117	1,074,702	69,375,880	63,403	8.70%
2014	106,455	1,087,008	70,849,779	63,752	6.90%
2015	108,298	1,102,871	76,517,699	68,123	6.80%
2016	112,968	1,123,429	80,412,324	70,840	6.80%
2017	114,241	1,139,513	*	*	6.80%
2018	113,061	1,149,363	*	*	4.50%
2019	113,901	1,155,879	*	*	4.00%

\*No Data Available

Data Sources:

- (1) State Department of Finance
- (2) U.S. Department of Commerce, Bureau of Economic Analysis (data shown is for Contra Costa County)  
- Last updated: 11/20/14 - new estimates for 2013; revised estimates for 2001-2012.
- (3) State of California Employee Development Dept., Labor Market Info, Data Library

**CITY OF ANTIOCH**  
**Principal Employers**  
**Current Year and Nine Years Ago**

<b>Employer</b>	<b>2019</b>		<b>2009</b>	
	<b>Approx.Number of Employees<sup>1</sup></b>	<b>Percentage Of Total City Employment</b>	<b>Number of Employees</b>	<b>Percentage Of Total City Employment</b>
Kaiser Permanente	960	1.88%	2,070	4.16%
Antioch Unified School District	*		1,786	3.59%
Sutter Delta Medical Center <sup>2</sup>	872	1.71%	891	1.79%
Contra Costa County Social Services	*		427	0.86%
Wal-Mart	360	0.71%	318	0.64%
Target	220	0.43%	257	0.52%
Costco <sup>2</sup>	292	0.57%	207	0.42%
City of Antioch	300	0.59%	308	0.62%
Antioch Auto Center	213	0.42%	221	0.44%
Safeway	123	0.24%	-	0.00%
Macy's	-	0.00%	130	0.26%

<sup>1</sup> Source: City of Antioch Economic Development Department

<sup>2</sup> Includes contract employees

<sup>3</sup> Information not available for 2019

**CITY OF ANTIOCH**  
**Operating Indicators by Function**  
**Last Ten Fiscal Years**

Function	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>Police</b>										
Physical arrests	5,990	4,830	4,296	4,047	4,018	4,707	4,954	4,730	4,336	3,814
Parking violations	1,241	963	1,310	1,319	2,318	2,311	2,551	2,530	4,642	4,354
Traffic violations	5,905	3,320	2,123	1,396	1,479	2,246	4,261	5,619	5,157	4,272
Sworn Officers	126	126	126	126	87 (3)	102 (3)	102 (3)	102 (3)	103 (3)	104 (3)
Reserve Personnel	4	4	4	3	3	3	3	3	1	1
Support Personnel	59	59	59	59	26 (3)	29	32	32	32	32
<b>Highways and streets</b>										
Street resurfacing, sq ft	164,929	879,575	711,900	105,820	1,408,525	342,269	164,993	750,707	104,355	10,500
Potholes repaired	n/a	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
<b>Culture and recreation</b>										
Athletic sports complex admissions	33,640	40,000	41,500	42,000	60,000	60,000	(4)	(4)	(4)	(4)
Water Park Guests/Program Participants	(4)	(4)	(4)	(4)	(4)	(4)	71,241	42,341	44,502	28,876
Recreation Classes/Program Participants	(4)	(4)	(4)	(4)	(4)	(4)	6,000	6,905	5,850	5,904
<b>Worth Shaw Sports Complex</b>										
Number of Tournaments	(4)	(4)	(4)	(4)	(4)	(4)	40	44	23 (6)	36
Number of Participants in City Programs	(4)	(4)	(4)	(4)	(4)	(4)	1,500	1,800	2,500	3,650
Number of Turf Field Rentals	(4)	(4)	(4)	(4)	(4)	(4)	459	503	728	784
<b>Community center admissions/Facility Rentals</b>										
Nick Rodriguez Community Center	314,731	127,545	46,233	10,500	12,800	14,300	365	345	450 (5)	430
Antioch Community Center	NA	150937	234,102	384,602	100,000	100,000	806	695	820 (5)	751
Prewett Community Center	80,591	80,041	83,556	68,766	92,000	71,241	129	85	70 (5)	51
<b>Water</b>										
New connections	207	139	169	289	206	158	97	74	72	102
Water main breaks	28	17	39	36	22	31	33	46	21	29
Average daily consumption (thousands of gallons)	15,190	15,539	16,043	16,478	16,221	12,065	11,010	12,567	12,728	12,944
<b>Sewer**</b>										
New connections	181	106	144	259	180	123	67	43	41	67

(1) Of the City's 5 Traffic Unit Officers, one Traffic Unit Officer was transferred to patrol in July 2006 and four were transferred to patrol in October 2006. Therefore, there was an increase in physical arrests and decreases in traffic and parking violations.

(2)The City no longer tracks this data.

(3) 2014 and beyond represents total funded positions only. 2013 and prior years data includes frozen positions.

(4) Recreation Dept has changed information reporting beginning in 2016.

(5) In 2016, Recreation began reporting number of facility rentals verses number of visitors as in prior years

(6) Heavy rain resulted in tournament cancellations

\*\*The City does not process daily sewage - it maintains the sewer line that connects to the main sewer. Delta Diablo Sanitation District is responsible for sewage treatment.

Source: Various City Departments

**CITY OF ANTIOCH**  
**FULL TIME CITY EMPLOYEES**  
**BY FUNCTION**  
**Last Ten Fiscal Years**

FUNCTION	2010 <sup>4</sup>	2011 <sup>4</sup>	2012 <sup>4</sup>	2013 <sup>4</sup>	2014 <sup>3</sup>	2015 <sup>3</sup>	2016 <sup>3</sup>	2017 <sup>3</sup>	2018 <sup>3</sup>	2019 <sup>3</sup>
General government	52	52	52	46	25	30	31	34	36	36
Public safety <sup>1</sup>										
Sworn Police Officers	126	126	126	126	87	102	102	102	103	104
Community Service Officers	20	20	20	20	4	5	8	8	8	8
Administrative Staff	39	39	39	39	30	28	28	29	31	32
Public works	54	55	60	63	39	36	36	36	37	38
Community Development	30	30	30	28	10	13	16	16	18	19
Capital Improvement <sup>2</sup>	5	5	-	-	-	-	-	-	-	-
Recreation	18	18	18	16	8	9	10	10	10	10
Water	41	41	41	47	47	47	48	48	48	48
Wastewater	15	15	15	21	21	24	25	25	25	25
Total employees	-	401	401	406	271	294	304	308	316	320

<sup>1</sup> Fire services are provided by Contra Costa Fire Protection District

<sup>2</sup> Capital Improvement was part of Community Development prior to 2008, and became part of Public Works in 2012

<sup>3</sup> Data is only funded positions for fiscal year

<sup>4</sup> Includes frozen positions

Source: City of Antioch budgets

**CITY OF ANTIOCH**  
**Capital Asset Statistics by Function**  
**Last Ten Fiscal Years**

Function	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>Public safety</b>										
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol Units	43	42	39	39	40	42	44	44	44	44
Fire Stations*	4	4	4	4	4	4	4	4	4	4
<b>Highways and streets</b>										
Streets (miles)	482.62	566.31	566.31	595.16	724.55	853.95	853.95	996.13	996.13	996.13
Streetlights	8,649	8,697	8,714	8,731	8,738	8,745	8,758	8,771	8,784	8,784
Traffic Signals, City Owned	101	101	101	102	102	102	107	107	108	123
<b>Culture and recreation</b>										
Parks acreage	308	308	308	328	237	237	237	237	237	237
Parks	33	33	33	33	33	33	33	33	33	33
Swimming pools	7	7	7	7	7	7	7	7	7	7
Community centers	3	4	4	4	4	4	4	4	4	4
<b>Water</b>										
Water lines (miles)	341.68	341.68	341.68	341.68	343.45	345.23	346.58	346.65	346.65	346.71
Number of water meters	30,931	31,468	31,254	31,583	31,803	31,803	30,926	32,072	32,130	32,505
Maximum daily treatment capacity (millions of gallons)	26.49	29.00	26.13	27.01	36.00	36.00	36.00	36.00	36.00	36.00
Fire hydrants	3,443	3,522	3,537	3,537	3,589	3,589	3,594	3,602	3,635	3,635
<b>Sewer**</b>										
Sanitary sewer lines (miles)	300.68	300.68	300.68	300.68	300.68	300.68	302.17	302.17	302.17	302.30
Number of sewer connections	29,535	29,657	29,818	30,171	30,377	30,377	30,660	30,661	30,715	30,873
Storm drains (miles)	221.01	221.01	221.01	221.01	221.46	221.46	223.25	223.27	223.27	223.27

\*The City of Antioch's fire protection is provided by the Contra Costa Fire Protection District

\*\*The City does not process daily sewage - it maintains the sewer line that connects to the main sewer. Delta Diablo is responsible for sewage treatment.

Sources: Various City departments.

*This page intentionally left blank*



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Members of the City Council  
of the City of Antioch  
Antioch, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Antioch, California (City), as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 3, 2019.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



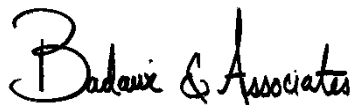
To the Honorable Mayor and Members of the City Council  
of the City of Antioch  
Antioch, California  
Page 2

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Badawi and Associates  
Certified Public Accountants  
Berkeley, California  
December 3, 2019

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Dawn Merchant, Finance Director *DM*

**SUBJECT:** City of Antioch Transportation Development Act Fund Financial Statements and Independent Auditors' Reports for the years ended June 30, 2019

---

**RECOMMENDED ACTION**

It is recommended that the City Council receive and file the attached City of Antioch Transportation Development Act Fund Financial Statements and Independent Auditors' Reports for the years ended June 30, 2019.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**DISCUSSION**

The City of Antioch received two allocations of Transportation Development Act (TDA) funds from the Metropolitan Transportation Commission (MTC) for handicap ramps and Antioch Middle School pedestrian improvements.

As required under the TDA, the City must obtain a financial and compliance audit of the funds once spending occurs. The financial statements and compliance were audited by Badawi & Associates, Certified Public Accountants.

As stated in the Independent Auditor's Report, the financial statements present fairly, in all material respects, the financial position of the TDA Fund of the City as of June 30, 2019 and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Furthermore, results of compliance tests done by the independent auditors disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards and the City complied, in all material respects, with compliance requirements applicable to TDA funds for the year ended June 30, 2019.

**ATTACHMENT**

- A.** City of Antioch Transportation Development Act Fund Financial Statements and Independent Auditors' Reports for the years ended June 30, 2019

# City of Antioch

## Transportation Development Act Fund

Antioch, California

*Financial Statements and  
Independent Auditors' Reports*

*For the years ended June 30, 2019*

**City of Antioch Transportation Development Act Fund  
Financial Statements  
For the years ended June 30, 2019**

**Table of Contents**

---

---

	<u>Page</u>
<b>Independent Auditors' Report</b> .....	1
<b>Financial Statements:</b>	
Balance Sheets .....	3
Statements of Revenues, Expenditures and Changes in Fund Balances .....	4
Notes to Financial Statements .....	5
<b>Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with     <i>Government Auditing Standards</i></b> .....	7
<b>Independent Auditors' Report on Transportation Development Act Funds Compliance</b> .....	9

*This page intentionally left blank.*



## INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of City Council  
of the City of Antioch  
Antioch, California

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the Transportation Development Act Fund (TDA Fund) of the City of Antioch, California (City), as of and for the year ended June 30, 2019, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

To the Honorable Mayor and Members of City Council  
of the City of Antioch  
Antioch, California  
Page 2

## **Opinion**

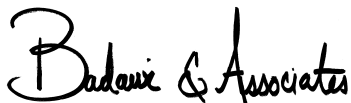
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the TDA Fund of the City as of June 30, 2019, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Emphasis of Matter**

As discussed in Note 1, the financial statements present only the TDA Fund and do not purport to, and do not, present fairly the financial positions of the City as of June 30, 2019, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

## **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2019 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.



Badawi & Associates  
Certified Public Accountants  
Berkeley, California  
December 3, 2019

**City of Antioch**  
**Transportation Development Act Fund**  
**Balance Sheets**  
**June 30, 2019**

---

	<u>2019</u>
<b>ASSETS</b>	
Intergovernmental receivables	\$ 48,099
<b>Total assets</b>	<u>\$ 48,099</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE</b>	
<b>Liabilities:</b>	
Due to General Fund	\$ 48,099
<b>Total liabilities</b>	<u>48,099</u>
<b>Deferred inflows of resources:</b>	
Unavailable revenue	<u>48,099</u>
<b>Total deferred inflows of resources</b>	<u>48,099</u>
<b>Fund Balances:</b>	
Unassigned	<u>(48,099)</u>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<u>\$ 48,099</u>

See accompanying Notes to Financial Statements.



**City of Antioch**  
**Transportation Development Act Fund**  
**Statements of Revenues, Expenditures and Changes in Fund Balances**  
**June 30, 2019**

---

	<u>2019</u>
<b>Revenues:</b>	
TDA Revenues	<u>\$ 70,000</u>
<b>Total Revenues</b>	<u>70,000</u>
<b>Expenditures:</b>	
New Handicap Ramps at Various Locations	70,000
Antioch Middle School Pedestrian Improvements	<u>48,099</u>
<b>Total Expenditures</b>	<u>118,099</u>
<b>Net change in fund balances</b>	<u>(48,099)</u>
<b>Fund Balances:</b>	
<b>Beginning of year</b>	<u>-</u>
<b>End of year</b>	<u><u>\$ (48,099)</u></u>

See accompanying Notes to Financial Statements.

**City of Antioch Transportation Development Act Fund**  
**Notes to Financial Statements**  
**For the years ended June 30, 2019**

---

---

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. *Reporting Entity***

The City of Antioch (City) has developed the Handicap Ramps Program and Antioch Middle School Pedestrian Improvement under the Transportation Development Act (TDA), Article 3.0 which provides funding for such purpose. The Program is funded by the Metropolitan Transportation Commission (MTC). All transactions of the Transportation Development Act Fund (TDA Fund) of the City of Antioch (City) are included as part of governmental funds in the basic financial statements of the City. The financial statements are intended to present the TDA Fund, and not the financial position and the changes in fund balances of the City as a whole.

**B. *Basis of Accounting and Measurement Focus***

The accompanying financial statements are prepared on the modified accrual basis of accounting. Revenues are generally recorded when measurable and available (generally 60 days after year-end), and expenditures are recorded when the related liabilities are incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus, wherein only current assets and current liabilities generally are included on the balance sheet. Operating statements of governmental funds present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

**C. *Fund Accounting***

The operations of the TDA Fund are accounted for as part of governmental funds. The fund is not a separate accounting entity with a set of self-balancing accounts which comprise its assets, liabilities, fund equity, revenues, and expenses.

**D. *Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**City of Antioch Transportation Development Act Fund**  
**Notes to Financial Statements**  
**For the years ended June 30, 2019**

---

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

*E. Receivables*

During the course of normal operations, the fund carries various receivable balances for unreimbursed eligible TDA expenditures.

*F. Deferred inflows of resources*

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The TDA fund has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the balance sheet. The fund reports unavailable revenues from one source: TDA Article 3.0 revenues. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

*G. Fund balance*

The TDA fund balance is restricted by third party to be used in accordance with the Transportation Development Act (TDA).

**2. TDA ARTICLE 3.0 REVENUES**

As of the years ended June 30, 2017 and June 30, 2019 the City received allocation instructions from the Metropolitan Transportation Commission for the following projects:

Project Name	Allocation Instruction #	Grant	2017	2019
Citywide ADA Wheelchair Ramps	17001041	70,000	70,000	-
Antioch Middle School Pedestrian Improvements	19001029	55,000		55,000



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Members of City Council  
of the City of Antioch  
Antioch, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Transportation Development Act Fund (TDA Fund) of the City of Antioch, California (City), as of and for the year ended June 30, 2019, and the related notes to the financial statements, and have issued our report thereon dated December 3, 2019.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

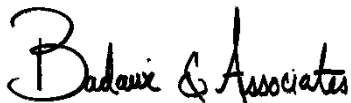
To the Honorable Mayor and Members of City Council  
of the City of Antioch  
Antioch, California  
Page 2

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the TDA Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Badawi & Associates  
Certified Public Accountants  
Berkeley, California  
December 3, 2019



## INDEPENDENT AUDITORS' REPORT ON TRANSPORTATION DEVELOPMENT ACT FUNDS COMPLIANCE

To the Honorable Mayor and Members of City Council  
of the City of Antioch  
Antioch, California

### *Compliance*

We have audited the City of Antioch's (City) compliance with the types of compliance requirements described in Section 6666 of the *Rules and Regulations of the California Administrative Code in the Transportation Development Act Statutes and Administrative Code for 1987* (the Act) and the allocation instructions and resolutions of the Metropolitan Transportation Commission applicable to the City's Transportation Development Act Fund (TDA Fund) for the year ended June 30, 2019.

### *Management's Responsibility*

Compliance with the requirements referred to above is the responsibility of the City's management.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on the City's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Audit Standards* issued by the Comptroller General of the United States; Section 6666 of the *Rules and Regulations of the California Administrative Code in the Transportation Development Act Statutes and Administrative Code for 1987* (the Act) and the allocation instructions and resolutions of the Metropolitan Transportation Commission. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a material effect on the TDA Fund occurred. An audit also includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City's compliance with those requirements.

### *Opinion*

In our opinion the City complied, in all material respects, with the compliance requirements referred to above that are applicable to the Transportation Development Act funds for the year ended June 30, 2019.

To the Honorable Mayor and Members of City Council  
of the City of Antioch  
Antioch, California  
Page 2

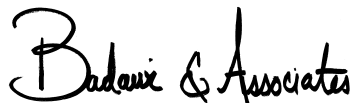
### ***Internal Control Over Compliance***

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit, we considered the City's internal control over compliance to determine the auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on Section 6666 of the *Rules and Regulations of the California Administrative Code in the Transportation Development Act Statutes and Administrative Code for 1987* (the Act), and the allocation instructions and resolutions of the Metropolitan Transportation Commission, this report is not suitable for any other purpose.



Badawi & Associates  
Certified Public Accountants  
Berkeley, California  
December 3, 2019



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Dawn Merchant, Finance Director *DM*

**SUBJECT:** Antioch Area Public Facilities Financing Agency Basic Financial Statements and Independent Auditor's Reports for the Year Ended June 30, 2019

---

### **RECOMMENDED ACTION**

It is recommended that the City Council receive and file the attached Antioch Area Public Facilities Financing Agency Basic Financial Statements and Independent Auditor's Reports for the Year Ended June 30, 2019.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

### **DISCUSSION**

The Antioch Area Public Facilities Financing Agency (Agency) was a joint powers agency between the City and Antioch Unified School District (AUSD) formed for the purpose of issuing special tax bonds to finance several school sites and the Prewett Water Park facility. The special tax bonds were paid off in August 2016 and the governing board of the Agency was dissolved via resolution of the City Council and AUSD earlier this year, with the City responsible for final wind-down and close out of all financial activity of the Agency. As such, the financial statements are being presented to the City Council. The Agency was audited by Badawi & Associates, Certified Public Accountants.

As stated in the Independent Auditor's Report, the financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund information of the Agency, as of June 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **ATTACHMENTS**

- A. Antioch Area Public Facilities Financing Agency Basic Financial Statements and Independent Auditor's Reports for the Year Ended June 30, 2019.



# Antioch Area Public Facilities Financing Agency

Antioch, California

*Basic Financial Statements and  
Independent Auditor's Reports*

*For the year ended June 30, 2019*

# Antioch Area Public Facilities Financing Agency

## Table of Contents

---

---

	<u>Page</u>
<b>Independent Auditor’s Report</b> .....	1
<b>Management’s Discussion and Analysis (Required Supplementary Information)</b> .....	5
<b>Basic Financial Statements:</b>	
Government-Wide Financial Statements:	
Statement of Net Position .....	15
Statement of Activities and Changes in Net Position .....	16
Fund Financial Statements:	
Governmental Funds:	
Balance Sheet.....	18
Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position .....	19
Statement of Revenues, Expenditures and Changes in Fund Balances .....	20
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Government-Wide Statements of Activities and Changes in Net Position .....	21
Notes to Basic Financial Statements .....	23
<b>Supplemental Information:</b>	
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual:	
Construction Fund .....	31
Administration Fund.....	32
<b>Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i></b> .....	33

*This page intentionally left blank.*



## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of the Antioch Area Public Facilities Financing Agency  
Antioch, California

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and each major fund information of Antioch Area Public Facilities Financing Agency (Agency), California as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

#### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### *Auditor's Responsibility*

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund information of the Agency, as of June 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5-10 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Agency's basic financial statements. The budgetary comparison information is presented for purposes of additional analysis and are not a required part of the basic financial statements.

The budgetary comparison information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the budgetary comparison information is fairly stated in all material respects, in relation to the basic financial statements as a whole.

To the Board of Directors  
of the Antioch Area Public Facilities Financing Agency  
Antioch, California  
Page 3

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2018, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Badawi & Associates". The signature is written in a cursive, flowing style.

Badawi and Associates  
Certified Public Accountants  
Berkeley, California  
December 3, 2019

*This page intentionally left blank.*

# Antioch Area Public Facilities Financing Agency

## Management's Discussion and Analysis

### For the year ended June 30, 2019

---

As management of the Antioch Area Public Facilities Financing Agency (Agency) of the Antioch Unified School District (School District) and the City of Antioch (City), we offer readers of the Agency's basic financial statements this narrative overview and analysis of the financial activities of the Agency for the fiscal year ended June 30, 2019. We encourage readers to consider the information presented here in conjunction with the Agency's financial statements, which begin on page 15.

#### Financial Highlights

- The assets of the Agency were more than its liabilities at the close of the most recent fiscal year by \$106,269 (positive net position).
- As of the close of the current fiscal year, the Agency's governmental funds reported ending fund balances of \$106,269.
- The Agency had general revenues of \$2,500 and program expenses of \$62,725 for the year ended June 30, 2019.
- The Agency's reimbursements to the City for public facilities for the year were \$8,968.

#### Overview of the Basic Financial Statements

The discussion and analysis is intended to serve as an introduction to the Agency's basic financial statements. The Agency's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

#### GOVERNMENT-WIDE FINANCIAL STATEMENTS

The government-wide financial statements are designed to provide readers with a broad overview of the Agency's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the Agency's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Agency is improving or deteriorating.

The *statement of activities and changes in net position* presents information showing how the Agency's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements report on the function of the Agency that was principally supported by special tax revenues. The Agency's function was to finance the construction of five elementary schools, two middle schools, one high school and one City park. These facilities were needed to maintain the quality of public services as Antioch expanded. All previously issued bonds have been repaid and all remaining activity of the Agency is financed by remaining special tax revenues.

The government-wide financial statements can be found on pages 15 and 16 of this report.



**Antioch Area Public Facilities Financing Agency**  
**Management's Discussion and Analysis**  
**For the year ended June 30, 2019**

---

**FUND FINANCIAL STATEMENTS**

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Agency, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds**

The capital projects funds are governmental funds used to account for essentially the same function reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

The Agency maintains major governmental funds for: Construction Fund and Administration Fund in the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented in the governmental funds with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financial decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between the governmental funds and *governmental activities*. The governmental fund financial statements can be found on pages 19 through 22 of this report.

**NOTES TO THE BASIC FINANCIAL STATEMENTS**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 23 through 27 of this report.

***Other Information***

The individual fund schedules of revenues, expenditures, and changes in fund balance-budget and actual-are presented immediately following the notes to the basic financial statements and can be found on pages 31 through 32 of this report.

**Antioch Area Public Facilities Financing Agency**  
**Management's Discussion and Analysis**  
**For the year ended June 30, 2019**

---

**Government-Wide Financial Analysis**

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Agency, assets were more than liabilities by \$106,269 at the close of fiscal year 2018-19.

Statement of Net Position		
June 30, 2019 and 2018		
	2019	2018
<b>Assets:</b>		
Current and other assets	\$ 107,021	\$ 176,608
 <b>Liabilities:</b>		
Current and other liabilities	752	10,114
 <b>Net position:</b>		
Restricted	106,269	166,494
<b>Total net position</b>	<b>\$ 106,269</b>	<b>\$ 166,494</b>

***Analysis of Net Position***

The largest portion of the Agency's net position reflects its funds available for administration to close out the Community Facilities District now that the debt has been fully repaid. In the past, the Agency sold construction bonds to help finance the construction of the facilities mentioned earlier. The special taxes collected were used to make bond payments or pay directly for the facilities. These taxes were not used for operating expenses or salaries of either the School District or the City, except for the direct costs of administering the Community Facilities District. The Agency has a restricted balance of \$106,269 resulting from funds remaining from special taxes collected to pay for the direct costs of administering the District close-out and remaining project funds.

Current and other assets decreased by \$69,587 from the prior year primarily due to City project payments and administration expenses which reduced restricted cash and investments. Total liabilities decreased by \$9,362 due less City project payments due at year end than last year.

**Antioch Area Public Facilities Financing Agency**  
**Management's Discussion and Analysis**  
**For the year ended June 30, 2019**

---

Statement of Activities and Changes in Net Position  
For the Years Ended June 30, 2019 and 2018

	2019	2018
<b>Revenues:</b>		
General revenues:		
Investment earnings	\$ 2,500	\$ 1,765
<b>Total revenues</b>	<u>2,500</u>	<u>1,765</u>
<b>Expenses:</b>		
General government	53,757	64,368
Public facilities	8,968	17,977
<b>Total expenses</b>	<u>62,725</u>	<u>82,345</u>
<b>Change in net position</b>	(60,225)	(80,580)
<b>Net position, beginning of year</b>	<u>166,494</u>	<u>247,074</u>
<b>Net position, end of year</b>	<u>\$ 106,269</u>	<u>\$ 166,494</u>

***Analysis of Changes in Net Position***

Agency revenues increased \$735 over the prior fiscal year. This can be attributed to an increase in investment earnings during the fiscal year.

The Agency's total expenditures decreased \$19,620 over the prior fiscal year. This is primarily due to the reduction in administration expense and decrease in public facilities project expenditures.

***Fund Financial Analysis***

As noted earlier, the Agency uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Agency's governmental funds are discussed below:

**Governmental Funds**

The focus of the Agency's *governmental funds* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Agency's financing requirements. In particular, *fund balance* may serve as a useful measure of a government's net resources available for spending for program purposes at the end of the fiscal year.

As of the end of the current fiscal year, the Agency's governmental funds reported ending fund balances of \$106,269. The fund balance primarily represents unspent debt proceeds and special tax revenues. The fund balance is restricted for facilities construction and administration.

**Antioch Area Public Facilities Financing Agency**  
**Management’s Discussion and Analysis**  
**For the year ended June 30, 2019**

Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Years Ended June 30, 2019 and 2018

	2019	2018	Total Dollar Change	Total Percentage Change
<b>Revenues:</b>				
Investment income	\$ 2,500	\$ 1,765	\$ 735	41.64%
<b>Total revenues</b>	<b>2,500</b>	<b>1,765</b>	<b>735</b>	<b>41.64%</b>
<b>Expenditures:</b>				
General government:				
Administration	53,757	64,368	(10,611)	-16.48%
Capital outlay:				
City projects	8,968	17,977	(9,009)	-50.11%
<b>Total expenditures</b>	<b>62,725</b>	<b>82,345</b>	<b>(19,620)</b>	<b>-23.83%</b>
Excess (deficiency) of revenues over (under) expenditures	(60,225)	(80,580)	(20,355)	-92.32%
<b>Change in fund balances</b>	<b>\$ (60,225)</b>	<b>\$ (80,580)</b>	<b>\$ (20,355)</b>	<b>25.26%</b>

The Agency’s total revenues increased \$735 over the prior fiscal year. The primary reason for this is due an increase in investment earnings for the fiscal year.

The Agency’s total expenditures decreased \$19,620 over the prior fiscal year. This is due to decrease in administration expenses and decrease in City projects expenditures.

**Capital Asset and Debt Administration**

**CAPITAL ASSETS**

The Agency accounts for the costs of facilities as capital expenditures but does not record these capital assets, as they become capital assets of the School District or the City.

**LONG-TERM DEBT**

There is no outstanding balance in Special Tax Bonds as of June 30, 2019.

**Economic Factors and Next Year’s Budgets and Rates**

The following factors were considered in preparing the Agency’s budget for the 2019-2020 fiscal year:

- All bonds outstanding have been fully paid by the Agency. Funds remaining for administration are to wind down Agency operations.
- The joint powers agreement with Antioch Unified School District has been terminated and surplus monies remaining after administrative affairs of the Agency have been completed will be split between the City and School District for projects within the CFD.

**Antioch Area Public Facilities Financing Agency**  
**Management's Discussion and Analysis**  
**For the year ended June 30, 2019**

---

**Contacting the Agency's Financial Management**

This financial report is designed to provide a general overview of the Agency's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Treasurer/Comptroller of the Antioch Area Public Facilities Financing Agency, P.O. Box 5007, Antioch, California 94531-5007.

## **BASIC FINANCIAL STATEMENTS**

*This page intentionally left blank.*

**GOVERNMENT-WIDE FINANCIAL STATEMENTS**



*This page intentionally left blank.*

# Antioch Area Public Facilities Financing Agency

## Statement of Net Position

June 30, 2019

---

---

	<u>Governmental Activities</u>
<b>ASSETS</b>	
Restricted investments with fiscal agent (Note 2)	\$ 105,356
Interest receivable	157
Prepaid items	<u>1,508</u>
<b>Total assets</b>	<u>107,021</u>
<b>LIABILITIES</b>	
Accounts payable	<u>752</u>
<b>Total liabilities</b>	<u>752</u>
<b>NET POSITION</b>	
Restricted for:	
Facilities acquisition and construction	2,347
Administration	<u>103,922</u>
<b>Total net position</b>	<u><u>\$ 106,269</u></u>

**Antioch Area Public Facilities Financing Agency**  
**Statement of Activities and Changes in Net Position**  
**For the year ended June 30, 2019**

---

	Governmental Activities
<b>Expenses:</b>	
General government	\$ 53,757
Public Facilities	<u>8,968</u>
Total Expenses	<u>62,725</u>
 <b>General revenues:</b>	
Investment earnings	<u>2,500</u>
<b>Total general revenues</b>	<u>2,500</u>
 <b>Change in net position</b>	 (60,225)
 <b>Net position - beginning of year</b>	 <u>166,494</u>
<b>Net position - end of year</b>	<u>\$ 106,269</u>

## **FUND FINANCIAL STATEMENTS**

*This page intentionally left blank.*

# Antioch Area Public Facilities Financing Agency

## Balance Sheet

### Governmental Funds

June 30, 2019

	Capital Projects Fund		Total
	Construction Fund	Administration Fund	
<b>ASSETS</b>			
Restricted investments with fiscal agent	\$ 3,094	\$ 102,262	\$ 105,356
Interest receivable	5	152	157
Prepaid items	-	1,508	1,508
<b>Total assets</b>	<u>\$ 3,099</u>	<u>\$ 103,922</u>	<u>\$ 107,021</u>
<b>LIABILITIES AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Accounts payable	\$ 752	\$ -	\$ 752
<b>Total liabilities</b>	<u>752</u>	<u>-</u>	<u>752</u>
<b>Fund balances:</b>			
Restricted for:			
Facilities acquisition and construction	2,347	-	2,347
Administration and facilities	-	103,922	103,922
<b>Total fund balances</b>	<u>2,347</u>	<u>103,922</u>	<u>106,269</u>
<b>Total liabilities and fund balances</b>	<u>\$ 3,099</u>	<u>\$ 103,922</u>	<u>\$ 107,021</u>

**Antioch Area Public Facilities Financing Agency  
Reconciliation of the Governmental Funds Balance Sheet  
to the Government-Wide Statement of Net Position  
June 30, 2019**

---

---

Total Fund Balances - Total Governmental Funds	\$ 106,269
Net Position of Governmental Activities	\$ 106,269

**Antioch Area Public Facilities Financing Agency**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Funds**  
**For the year ended June 30, 2019**

	Capital Projects Fund		Total
	Construction Fund	Administration Fund	
<b>REVENUES:</b>			
Investment income	\$ 281	\$ 2,219	\$ 2,500
<b>Total revenues</b>	<u>281</u>	<u>2,219</u>	<u>2,500</u>
<b>EXPENDITURES:</b>			
General government:			
Administration	-	53,757	53,757
Public facilities:			
City projects	8,968	-	8,968
<b>Total expenditures</b>	<u>8,968</u>	<u>53,757</u>	<u>62,725</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(8,687)</u>	<u>(51,538)</u>	<u>(60,225)</u>
<b>FUND BALANCES:</b>			
Beginning of year	11,034	155,460	166,494
End of year	<u>\$ 2,347</u>	<u>\$ 103,922</u>	<u>\$ 106,269</u>



# Antioch Area Public Facilities Financing Agency

## Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Government-Wide Statement of Activities and Changes in Net Position For the year ended June 30, 2019

---

---

Net Change in Fund Balances - Total Governmental Funds	\$ (60,225)
Change in Net Position of Governmental Activities	<u>\$ (60,225)</u>

**Antioch Area Public Facilities Financing Agency**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**

---

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. *The Reporting Entity***

The Antioch Area Public Financing Agency (Agency) is a jointly governed organization between the City of Antioch, California (City) and the Antioch Unified School District (District). The financial statements are intended to present the financial position and results of operations of the Agency and not those transactions of the City or District.

In April 2019, the City and District respectively passed resolutions to terminate the Joint Powers Agreement and authorize the City to carry out all remaining affairs of the Agency until all remaining funds are utilized and distributed.

**B. *Basis of Accounting and Measurement Focus***

The accounts of the Agency are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts which comprise its assets, liabilities, fund equity, revenues and expenditures. Agency resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements - The Agency Government-Wide Financial Statements include a Statement of Net Position and a Statement of Activities and Changes in Net Position. These statements present summaries of Governmental Activities for the Agency. The Agency has no Business Type Activities.

The Government-Wide financial statements are presented on an “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all of the Agency’s assets and liabilities, including long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities and Changes in Net Position presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. The types of transactions reported as revenues for the Agency are operating grants and contributions and general revenues such as special tax assessments and investment earnings. Certain eliminations have been made as prescribed by GASB Statement No. 34 in regards to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated. In the Statement of Activities and Changes in Net Position, interfund transfers have been eliminated.

The Agency applies all applicable GASB pronouncements (including all NCGA Statements and Interpretations currently in effect) to the governmental activities.

Governmental Fund Financial Statements - Governmental Fund Financial Statements include a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances for all major governmental funds and non-major funds aggregated. An accompanying schedule is presented to reconcile and explain the differences in fund balances as presented in these statements to the net position presented in the Government-Wide financial statements. The Agency has presented all funds as major funds.

**Antioch Area Public Facilities Financing Agency**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**

---

All governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheets. The Statement of Revenues, Expenditures and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Accordingly, revenues are recorded when received in cash, except that revenues subject to accrual (generally 60 days after year-end) are recognized when due. The primary revenue sources, which have been treated as susceptible to accrual by the Agency, are special tax assessments and earnings on investments. Expenditures are recorded in the accounting period in which the related fund liability is incurred. Reconciliation of the Fund Financial Statements to the Government-Wide Financial Statements is provided to explain the differences created by the integrated approach.

**C. Use of Restricted/Unrestricted Net Position**

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the Agency's policy is to apply restricted net position first.

**D. Cash and Investments**

Restricted investments with fiscal agent are carried at fair value. The fair value of investments is determined annually and is based on current market prices.

**E. Long-Term Liabilities**

**Government-Wide Financial Statements**

Financial obligations are reported as liabilities in the appropriate activities.

**Fund Financial Statements**

The Governmental Fund Financial Statements do not present long-term debt, which are shown in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

Governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financial sources. Premiums received on debt issuance are reported as other financing sources while discounts on debt issuance reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**F. Net Position and Fund Equity**

**Government-Wide Financial Statements**

In the Government-Wide Financial Statements, net position is classified in the following categories:

Restricted Net Position - This amount is restricted by external creditors, grantors, contributors, or laws or regulations of governments.

**Antioch Area Public Facilities Financing Agency**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**

---

Unrestricted Net Position - This amount is all net position that does not meet the definition of "net investment in capital assets" or "restricted net position" as defined above.

**Fund Financial Statements**

Governmental fund balances represent the net current assets of each fund. Net current assets generally represent a fund's cash and receivables, less its liabilities. The Agency has implemented the provisions of GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB 54). GASB 54 establishes criteria for classifying fund balances into specifically defined classifications and clarifies definitions for governmental funds. Fund balances are classified into categories based upon the type of restrictions imposed on the use of funds.

**G. Net Position and Fund Equity, continued**

As of June 30, 2019 Agency components of fund balance are described below:

- *Restricted* - portion of net resources that are limited in use by grantors, laws or enabling legislation. In the case of the Agency, funds are restricted to the use prescribed by the special tax enacted - debt service, facility construction and administration. The Agency cannot modify or remove these restrictions.

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is generally depleted in the order of restricted, and then unassigned.

**H. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**I. New Pronouncements**

In fiscal year 2019, the Agency adopted the following Governmental Accounting Standards Board Statements:

- GASB Statement No. 83, *Certain Asset Retirement Obligations* - This statement has no impact on the Agency. There was no effect on net position as part of implementation of this standard.
- GASB Statement No. 88, *Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements* - This statement has no impact on the Agency. There was no effect on net position as part of implementation of this standard.

**2. RESTRICTED INVESTMENTS WITH FISCAL AGENT**

**A. Investment with Fiscal Agent**

All of the Agency's investments at June 30, 2019 were held by trustees or fiscal agents. These funds have been invested only as permitted by specific state statutes governing their investment or applicable Agency ordinance, resolution or bond indenture. These investments have been classified as restricted on the statement of net assets/balance sheet because their use is limited by bond covenants.

**Antioch Area Public Facilities Financing Agency**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**

**3. CAPITAL OUTLAY**

The Agency is required by its bond resolution to expend the proceeds of the Special Tax Bonds on facilities, which become the property of the City and the District. The Agency is authorized to acquire or construct facilities costing up to \$250,000,000. In fiscal year 2005/06, the Agency adopted a revised estimate for its portion of the cost of these facilities in the amount of \$261,592,560 (including State reimbursement). The Agency accounts for the costs of these facilities as capital expenditures but does not record these capital assets, as they become capital assets of the District or the City.

At June 30, 2019, the Agency had the following projects under construction:

	Total Estimated Project Cost(1)	Portion Funded by the State	Portion Funded by the Agency	Actual Expended by the Agency through June 30, 2019(2)	Remaining Budget to Complete Projects as of June 30, 2019
Antioch Unified School District Projects:					
Jack London Elementary School(2)	\$ 10,817,099	\$ 3,788,420	\$ 7,028,679	\$ 7,028,679	\$ -
Deer Valley High School(2)	73,254,620	46,423,960	26,830,660	26,830,660	-
Black Diamond Middle School(2)	20,469,162	7,906,310	12,562,852	12,562,852	-
Dallas Ranch Middle School(2)	31,858,117	9,923,101	21,935,016	21,935,016	-
Mno Grant Elementary School(2)	18,187,379	6,300,910	11,886,469	11,886,469	-
Diablo Vista Elementary School(2)	16,060,656	5,182,532	10,878,124	10,878,124	-
Lone Tree Elementary School(2)	17,248,795	5,192,256	12,056,539	12,056,539	-
Carmen Dragon Elementary School	17,983,340	5,234,600	12,748,740	12,748,740	-
Administrative Services Facility	1,000,000	-	1,000,000	1,000,000	-
Support Services Facility	1,459,065	-	1,459,065	1,459,065	-
Interim Housing Lease	2,372,000	-	2,372,000	2,372,000	-
School Technology Project	882,327	-	882,327	882,327	-
<b>Total School Projects</b>	<b>211,592,560</b>	<b>89,952,089</b>	<b>121,640,471</b>	<b>121,640,471</b>	<b>-</b>
City of Antioch Projects:					
Prewett Park	50,000,000	-	50,000,000	49,999,741	259
<b>Total Project Costs</b>	<b>\$ 261,592,560</b>	<b>\$ 89,952,089</b>	<b>\$ 171,640,471</b>	<b>\$ 171,640,212</b>	<b>\$ 259</b>

An inflationary factor based on one or more construction price indexes has been factored into those projects that are incomplete or not yet under construction.

- (1) Total estimated project costs for the Dallas Ranch Middle School, Lone Tree Elementary School, and Carmen Dragon Elementary School include a provision for inflation through the estimated date of completion. The provision for inflation was based upon construction price indexes and approximates four percent. The project costs include all assessments.
- (2) The column above titled - "Actual Expended by the Agency Through June 30, 2019" - is net of the amounts reimbursed by the state. All State reimbursements are shown in the column labeled "Portion Funded by the State".

**4. RELATED PARTY ADMINISTRATION EXPENDITURES**

The City and District provide administration services to the Agency. For the year ended June 30, 2019 the Agency incurred charges of \$27,000 and \$16,667 for current year administration services provided by the City and the District, respectively.

**Antioch Area Public Facilities Financing Agency**  
**Notes to the Basic Financial Statements**  
**For the year ended June 30, 2019**

---

**5. RISK MANAGEMENT**

The Agency no longer carries any professional liability or general liability insurance for its board members. There is no legal actions pending nor have there ever been any legal actions against the Agency. Since the Agency is only a financing agency, it has no involvement in the operations of any of the financed projects. The board members from the District and the City are covered under those entity's insurance policies or programs

*This page intentionally left blank.*

## **SUPPLEMENTAL INFORMATION**



*This page intentionally left blank.*

**Antioch Area Public Facilities Financing Agency**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**Construction Fund**  
**For the year ended June 30, 2019**

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income	\$ 400	\$ 400	\$ 281	\$ (119)
<b>Total revenues</b>	<b>400</b>	<b>400</b>	<b>281</b>	<b>(119)</b>
<b>EXPENDITURES:</b>				
Public facilities:				
City projects	12,422	12,422	8,968	3,454
<b>Total expenditures</b>	<b>12,422</b>	<b>12,422</b>	<b>8,968</b>	<b>3,454</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(12,022)</b>	<b>(12,022)</b>	<b>(8,687)</b>	<b>3,573</b>
 <b>Net change in fund balance</b>	 <b>\$ (12,022)</b>	 <b>\$ (12,022)</b>	 <b>(8,687)</b>	 <b>\$ 3,573</b>
<b>FUND BALANCE:</b>				
Beginning of year			11,034	
End of year			\$ 2,347	

**Antioch Area Public Facilities Financing Agency**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**Administration Fund**  
**For the year ended June 30, 2019**

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
<b>REVENUES:</b>				
Investment income	\$ 1,000	\$ 1,000	\$ 2,219	\$ 1,219
<b>EXPENDITURES:</b>				
General government:				
Administration	62,100	62,100	53,757	8,343
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(61,100)</u>	<u>(61,100)</u>	<u>(51,538)</u>	<u>9,562</u>
<b>Net change in fund balance</b>	<u>\$ (61,100)</u>	<u>\$ (61,100)</u>	<u>(51,538)</u>	<u>\$ 9,562</u>
<b>FUND BALANCE:</b>				
Beginning of year			<u>155,460</u>	
End of year			<u>\$ 103,922</u>	



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
of the Antioch Area Public Facilities Financing Agency  
Antioch, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Antioch Area Public Facilities Financing Agency ("Agency"), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated December 3, 2019.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

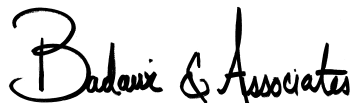
To the Board of Directors  
of the Antioch Area Public Facilities Financing Agency  
Antioch, California  
Page 2

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.




Badawi and Associates  
Certified Public Accountants  
Berkeley, California  
December 3, 2019

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Dawn Merchant, Finance Director 

**SUBJECT:** City of Antioch Independent Accountant's Report on Agreed-Upon Procedures Applied to Appropriations Limit Schedule for the fiscal year ending June 30, 2020

---

**RECOMMENDED ACTION**

It is recommended that the City Council receive and file the attached City of Antioch Independent Accountant's Report on Agreed-Upon Procedures Applied to Appropriations Limit Schedule for the fiscal year ending June 30, 2020.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**DISCUSSION**

The City of Antioch approved the June 30, 2020 appropriations limit in May 2019 pursuant to California Constitution Article XIII B. The appropriations limit establishes a maximum limit of appropriations (budgeted expense) that the City cannot exceed for the upcoming fiscal year.

As required by agreed upon procedures between cities and the League of California Cities, the City must have an independent auditor attest to the validity of the City's calculation of the appropriations limit. The agreed upon procedures were performed by Badawi & Associates, Certified Public Accountants.

As stated in the Agreed-Upon Procedures Report, no exceptions were noted in the appropriations limit calculations for the fiscal year ending June 30, 2020 completed by the City.

**ATTACHMENT**

- A. City of Antioch Independent Accountant's Report on Agreed-Upon Procedures Applied to Appropriations Limit Schedule for the fiscal year ending June 30, 2020



# City of Antioch

Antioch, California

*Independent Accountant's Report on  
Agreed-Upon Procedures Applied to  
Appropriations Limit Schedule*

*For the fiscal year ending June 30, 2020*







**INDEPENDENT ACCOUNTANT'S REPORT ON LIMITED PROCEDURES  
REVIEW OF APPROPRIATIONS LIMIT UNDER ARTICLE XIII-B  
OF THE CALIFORNIA CONSTITUTION**

To the Honorable Mayor and Members of City Council  
of the City of Antioch  
Antioch, California

We have performed the procedures enumerated below to the accompanying Appropriations Limit Schedule of the City of Antioch (City) for the fiscal year ending June 30, 2020. These procedures, which were agreed to by the City and the League of California Cities (as presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution*), were performed solely to assist you in meeting the requirements of Section 1.5 of Article XIII-B of the California Constitution. The City management is responsible for the Appropriations Limit Schedule. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or any other purpose.

The procedures performed and our findings are described below:

1. We obtained the completed worksheets used by the City to calculate its appropriations limit for the fiscal year ending June 30, 2020, and determined that the limit and annual calculation factors were adopted by resolution of City Council. We also determined that the population and inflation options were selected by a recorded vote of City Council.

*Finding:* No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit Schedule, we added the prior year's limit to the total adjustments, and agreed the resulting amount to the current year's limit.

*Finding:* No exceptions were noted as a result of our procedures.

3. We agreed the current year information presented in the accompanying Appropriations Limit Schedule to corresponding information in worksheets used by the City.

*Finding:* No exceptions were noted as a result of our procedures.

4. We agreed the prior year appropriations limit presented in the accompanying Appropriations Limit Schedule to the prior year appropriations limit adopted by the City Council during the prior year.

*Finding:* No exceptions were noted as a result of our procedures.

To the Honorable Mayor and Members of City Council  
of the City of Antioch  
Antioch, California  
Page 2

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the accompanying Appropriation Limit Schedule. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by Article XIII-B of the California Constitution.

This report is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

A handwritten signature in cursive script that reads "Badawi & Associates".

Badawi and Associates  
Certified Public Accountants  
Berkeley, CA  
December 3, 2019

**City of Antioch**  
**Appropriations Limit Schedule**  
**For the year ended June 30, 2020**

	Amount	Source
A. Appropriations limit FY 2018-2019	\$ 132,621,846	Prior year schedule
B. Calculation Factors:		
1. Population increase %	1.0560	State Department of Finance
2. Inflation increase %	1.0385	State Department of Finance
3. Total adjustment factor %	<u>1.0967</u>	B3= B1 * B2
C. Annual Adjustment Increase	12,824,533	[(B3-1)*A]
D. Other Adjustments:		
Loss responsibility (-)	-	N/A
Transfers to private (-)	-	N/A
Transfers to fees (-)	-	N/A
Assumed responsibility (+)	<u>-</u>	N/A
E. Total Adjustments	<u>12,824,533</u>	(C+D)
F. Appropriations limit FY 2019-2020	<u>\$ 145,446,379</u>	(A+E)

**City of Antioch**  
**Notes to Appropriations Limit Schedule**  
**For the year ending June 30, 2020**

---

---

**1. PURPOSE OF LIMITED PROCEDURES REVIEW**

Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), California governmental agencies are restricted as to the amount of annual appropriations from proceeds of taxes. Effective for years beginning on or after July 1, 1990, under Section 1.5 of Article XIII B, the annual calculation of the appropriations limit is subject to a limited procedures review in connection with the annual audit.

**2. METHOD OF CALCULATION**

Under Section 10.5 of Article XIII B, for fiscal years beginning on or after July, 1990, the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for the inflation and population factors discussed in Notes 3 and 4 below.

**3. INFLATION FACTORS**

A California governmental agency may adjust its appropriations limit by either the annual percentage change in the 4<sup>th</sup> quarter per capita personal income (which percentage is supplied by the State Department of Finance) or the percentage change in the local assessment roll from the preceding year due to the change of local nonresidential construction. The factor adopted by the City for the year 2019-2020 represents the annual percentage change in the 4<sup>th</sup> quarter per capita personal income.

**4. POPULATION FACTORS**

A California governmental agency may adjust its appropriations limit by either the annual percentage change of the jurisdiction's own population or the annual percentage change in population of the county where the jurisdiction is located. The factor adopted by the City for the year 2019-2020 represents the annual percentage change in population for the City (which percentage is supplied by the State Department of Finance).

**5. OTHER ADJUSTMENTS**

A California government agency may be required to adjust its appropriations limit when certain events occur, such as the transfer of responsibility for municipal services to, or from, another government agency or private entity. The City had no such adjustments for the year ending June 30, 2020.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE SUCCESSOR AGENCY TO THE ANTIOCH  
DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Dawn Merchant, Finance Director *DM*

**SUBJECT:** Recognized Obligation Payment Schedule (20-21) for the  
Successor Agency to the Antioch Development Agency of the City  
of Antioch

---

**RECOMMENDED ACTION**

It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2020 through June 2021 (ROPS 20-21).

**FISCAL IMPACT**

Approval of the ROPS and enforceable obligations listed thereupon will ensure that the Successor Agency receives adequate funding from the Redevelopment Property Tax Trust Fund administered through Contra Costa County to meet all outstanding obligations due during the ROPS period.

**DISCUSSION**

As a result of the passage of Assembly Bill 1X26, or Dissolution Act, as amended by Assembly Bill 1484 and further by Senate Bill 107, the Successor Agency to the Antioch Development Agency of the City of Antioch (Successor Agency) is required to prepare an annual Recognized Obligation Payment Schedule (ROPS) that outlines administrative, contractual and bonded indebtedness expenses of the Successor Agency until all obligations of the former Antioch Development Agency are satisfied.

The ROPS 20-21 for the period of July 2020 through June 2021 is required to be submitted to the Department of Finance (DOF) by February 1, 2020. A draft ROPS for this period is attached (Attachment A). The ROPS 20-21 will be used by the County Auditor-Controller to allocate property tax increment to the Successor Agency to pay the obligations listed on the ROPS due for fiscal year 2021. The ROPS is subject to certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. The Oversight Board is scheduled to review this ROPS on January 27th. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS 20-21 (Attachment A), detailing the continuing obligations of the former Antioch Development Agency.

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

**ATTACHMENTS**

- A. Resolution Approving the Recognized Obligation Payment Schedule for the Period of July 2020 through June 2021 (ROPS 20-21).
  - 1) Recognized Obligation Payment Schedule for the Period of July 2020 through June 2021 (ROPS 20-21)

**ATTACHMENT A**

**SA RESOLUTION NO. 2020/**

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (“ROPS”) FOR THE SUCCESSOR AGENCY FOR THE PERIOD OF JULY 2020 THROUGH JUNE 2021 (ROPS 20-21)**

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

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

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

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

**NOW THEREFORE BE IT RESOLVED THAT** the Successor Agency to the Antioch Development Agency of the City of Antioch hereby approves the attached Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency for the period of July 2020 through June 2021 (ROPS 20-21).

\* \* \* \* \*

The foregoing resolution was passed and adopted by the Successor Agency to the Antioch Development Agency of the City of Antioch at a regular meeting thereof, held on the 14th day of January, 2020 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**

\_\_\_\_\_  
ARNE SIMONSEN, CMC,  
RECORDING SECRETARY



**Recognized Obligation Payment Schedule (ROPS 20-21) - Summary  
Filed for the July 1, 2020 through June 30, 2021 Period**

**Successor Agency:** Antioch

**County:** Contra Costa

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>20-21A Total (July - December)</b>	<b>20-21B Total (January - June)</b>	<b>ROPS 20-21 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	<b>\$ 100,663</b>	<b>\$ -</b>	<b>\$ 100,663</b>
B Bond Proceeds	-	-	-
C Reserve Balance	65,119	-	65,119
D Other Funds	35,544	-	35,544
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 1,268,844</b>	<b>\$ 1,186,529</b>	<b>\$ 2,455,373</b>
F RPTTF	1,238,844	1,156,529	2,395,373
G Administrative RPTTF	30,000	30,000	60,000
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 1,369,507</b>	<b>\$ 1,186,529</b>	<b>\$ 2,556,036</b>

**Certification of Oversight Board Chairman:**

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

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date





**Antioch**  
**Recognized Obligation Payment Schedule (ROPS 20-21) - Notes**  
**July 1, 2020 through June 30, 2021**


Item #	Notes/Comments
2	
6	
12	
15	The \$65,119 listed in reserve balance is the funds remaining from the 18-19 ROPS period; \$35,544 of other is interest earnings accumulated to date and unspent
18	
20	amount claimed represents debt service payments for FY19, FY20 and FY21

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE ANTIOCH PUBLIC FINANCING AUTHORITY**

**DATE:** Regular Meeting of January 14, 2020

**TO:** Honorable Members of the Antioch Public Finance Authority

**SUBMITTED BY:** Dawn Merchant, Finance Director 

**SUBJECT:** Antioch Public Financing Authority – Basic Financial Statements and Independent Auditor’s Report for the Year Ended June 30, 2019

---

**RECOMMENDED ACTION**

It is recommended that the Board of the Antioch Public Financing Authority receive and file the attached Antioch Public Financing Authority – Basic Financial Statements and Independent Auditor’s Report for the Year Ended June 30, 2019.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**DISCUSSION**

The Antioch Public Financing Authority (APFA) is a joint exercise of powers entity organized by the City of Antioch (City) and the former Antioch Development Agency (Agency) under the laws of the State of California. The Authority was organized to provide financial assistance to the City and the Agency by financing real and personal property and improvements for the benefit of the residents of the City and surrounding areas.

As required by State law, the Antioch Public Financing Authority must publish a complete set of financial statements at the close of each fiscal year audited by a firm of licensed certified public accountants. This year's annual financial report was audited by Badawi & Associates, Certified Public Accountants.

As stated in the Independent Auditor's Report, the basic financial statements present fairly, in all material respects, the respective financial position of the Authority, as of June 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof in accordance with accounting principles generally accepted in the United States of America.

**ATTACHMENT**

- A. Antioch Public Financing Authority – Basic Financial Statements and Independent Auditor’s Report for the Year Ended June 30, 2019

# City of Antioch Public Financing Authority

(A Component Unit of the City of  
Antioch, California)

*Basic Financial Statements  
and Independent Auditor's Report*

*For the year ended June 30, 2019*

**City of Antioch Public Financing Authority**  
**Basic Financial Statements**  
**For the year ended June 30, 2019**

**Table of Contents**

---

	<u>Page</u>
<b>Independent Auditor’s Report</b> .....	1
<b>Management’s Discussion and Analysis (Required Supplementary Information)</b> .....	5
<b>Basic Financial Statements:</b>	
Government-Wide Financial Statements:	
Statement of Net Position .....	11
Statement of Activities .....	12
Statement of Cash Flows.....	13
Notes to Basic Financial Statements .....	15
<b>Supplementary Information:</b>	
Combining Statement of Fund Net Position.....	23
Combining Statement of Revenues, Expenses and Changes in Fund Net Position.....	24
Combining Statement of Cash Flows.....	25
<b>Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i></b> .....	27

*This page intentionally left blank.*





## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of the City of Antioch Public Financing Authority  
Antioch, California

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the City of Antioch Public Financing Authority (Authority), a component unit of the City of Antioch, as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Authority, as of June 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5-6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### *Other Information*

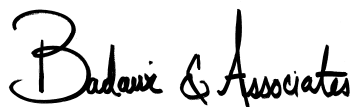
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The combining and individual fund financial statements, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements are fairly stated in all material respects in relation to the basic financial statements as a whole.

To the Board of Directors  
of the City of Antioch Public Financing Authority  
Antioch, California  
Page 3

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3, 2019, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Badawi & Associates". The signature is written in a cursive, flowing style.

Badawi & Associates  
Certified Public Accountants  
Berkeley, California  
December 3, 2019

*This page intentionally left blank.*

**ANTIOCH PUBLIC FINANCING AUTHORITY**  
**Management's Discussion and Analysis**

This section of the Antioch Public Financing Authority's (the Authority) financial statements presents a narrative overview and analysis of the financial activities of the Authority for the fiscal year ended June 30, 2019. Please read it in conjunction with the Authority's basic financial statements.

**Financial Highlights**

- Cash receipts from leases during the year totaled \$1,765,072. All of these receipts were used to pay debt service requirements for fiscal year 2018/19.

**Financial Statements**

The Authority's financial statements are those of a special-purpose government engaged only in providing debt financing for capital improvements benefiting the City of Antioch (the City) and the former Antioch Development Agency (the Agency). Under Governmental Accounting Standards Board (GASB) Statement No. 34, governments like the Authority that have only business-type activities may present only enterprise fund financial statements as follows: (1) statement of net position; (2) statement of revenues, expenses and changes in net position; and (3) statement of cash flows.

The Authority's basic financial statements are prepared on an accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

The following table indicates the net position as of June 30, 2019 and June 30, 2018:

	<u>2019</u>	<u>2018</u>
<b>Assets:</b>		
Current assets	\$ 1,064,098	\$ 992,081
Noncurrent assets	<u>19,390,000</u>	<u>20,305,000</u>
<b>Total assets</b>	<u>20,454,098</u>	<u>21,297,081</u>
 <b>Deferred Outflows of Resources:</b>		
Deferred loss on refunding	<u>131,950</u>	<u>142,100</u>
<b>Total deferred outflows of resources</b>	<u>131,950</u>	<u>142,100</u>
 <b>Liabilities:</b>		
Current liabilities	1,062,525	989,483
Noncurrent liabilities	<u>21,602,498</u>	<u>22,690,325</u>
<b>Total liabilities</b>	<u>22,665,023</u>	<u>23,679,808</u>
 <b>Total net position</b>	<u><u>\$ (2,078,975)</u></u>	<u><u>\$ (2,240,627)</u></u>

Use of the Authority's net position is restricted. At June 30, 2019, the Authority's total net position was restricted for debt service.

**ANTIOCH PUBLIC FINANCING AUTHORITY**  
**Management's Discussion and Analysis**

The following table indicates the changes in net position for the fiscal year ended June 30, 2019 and June 30, 2018:

	2018	2018
<b>Revenues:</b>		
Lease interest revenue from the City of Antioch	\$ 923,113	\$ 961,444
Charges for services	4,910	-
Interest revenue	341	-
<b>Total revenues</b>	928,364	961,444
<b>Expenses:</b>		
General and administrative	5,248	4,097
Fiscal charges	2,616	2,568
Interest expense	758,848	791,090
<b>Total expenses</b>	766,712	797,755
<b>Change in net position</b>	161,652	163,689
Net position, beginning of year	(2,240,627)	(2,404,316)
<b>Net position, end of year</b>	<b>\$ (2,078,975)</b>	<b>\$ (2,240,627)</b>

The Authority's total revenues decreased by \$33,080 to \$928,364 in the fiscal year ended June 30, 2019. The decrease in revenue was due to decreased lease interest revenue from the City of Antioch. Total expenses decreased \$31,043 to \$766,712 due to decreased interest expense.

**Debt Administration**

The long-term debt of the Authority at June 30, 2019 included \$20,305,000 of outstanding lease revenue bonds. The lease revenue bonds will be repaid through lease agreements with the City and Antioch RDA Successor Agency that are structured to meet principal and interest requirements when due.

During fiscal year 2019, the Authority's total debt decreased by \$835,000 due to scheduled debt service.

**Request for Information**

Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Department of the City of Antioch, P.O. Box 5007, Antioch, California 94531-5007.

## **BASIC FINANCIAL STATEMENTS**

*This page intentionally left blank.*



**GOVERNMENT-WIDE FINANCIAL STATEMENTS**

*This page intentionally left blank.*

# Antioch Public Financing Authority

## Statement of Net Position

June 30, 2019

---

---

<b>ASSETS</b>	
Current assets:	
Restricted cash and investments	\$ 1
Interest receivable	
Prepaid items	1,572
Lease interest receivable due from the City of Antioch	147,525
Net investment in leases from the City of Antioch - current portion	915,000
Total current assets	<u>1,064,098</u>
Noncurrent assets:	
Net investment in leases from the City of Antioch	19,390,000
Total noncurrent assets	<u>19,390,000</u>
<b>Total assets</b>	<u>20,454,098</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred loss on refunding	131,950
<b>Total deferred outflows of resources</b>	<u>131,950</u>
<b>LIABILITIES</b>	
Current liabilities:	
Interest payable	147,525
Bond payable - due within one year	915,000
Total current liabilities	<u>1,062,525</u>
Noncurrent liabilities:	
Bond payable - due in more than one year	21,602,498
Total noncurrent liabilities	<u>21,602,498</u>
<b>Total liabilities</b>	<u>22,665,023</u>
<b>NET POSITION</b>	
Restricted for debt service	<u>(2,078,975)</u>
<b>Total net position</b>	<u>\$ (2,078,975)</u>

**Antioch Public Financing Authority**  
**Statement of Activities**  
**For the Fiscal Year Ended June 30, 2019**

---



---

**OPERATING REVENUES:**

Lease interest revenue from the City of Antioch	\$ 923,113
Charges for services	4,910
<b>Total operating revenues</b>	<u>928,023</u>

**OPERATING EXPENSES:**

General and administrative	5,248
Fiscal charges	2,616
<b>Total operating expenses</b>	<u>7,864</u>

<b>OPERATING INCOME</b>	<u>920,159</u>
-------------------------	----------------

**NONOPERATING REVENUES:**

Interest revenue	341
Interest expense	(758,848)
<b>Total nonoperating revenues</b>	<u>(758,507)</u>

<b>Change in net position</b>	161,652
-------------------------------	---------

**NET POSITION:**

Beginning of year	<u>(2,240,627)</u>
End of year	<u>\$ (2,078,975)</u>

**Antioch Public Financing Authority**  
**Statement of Cash Flows**  
**For the Fiscal Year Ended June 30, 2019**

**CASH FLOWS FROM OPERATING ACTIVITIES:**

Cash receipts from lessee - principal	\$ 835,000
Cash receipts from lessee - interest	930,072
Cash receipts from customers	4,910
Cash payments for administrative and fiscal charges	<u>(7,898)</u>
<b>Net cash provided by operating activities</b>	<u><u>1,762,084</u></u>

**CASH FLOWS FROM NONCAPITAL  
FINANCING ACTIVITIES:**

Receipt of interest	341
Payments of bond principal	(835,000)
Payments of bond interest	<u>(928,483)</u>
<b>Net cash used in noncapital financing activities</b>	<u>(1,763,142)</u>
<b>Net change in cash and cash equivalents</b>	<u><u>(1,058)</u></u>

**CASH AND CASH EQUIVALENTS:**

Beginning of year	<u>1,059</u>
End of year	<u><u>\$ 1</u></u>

**RECONCILIATION OF OPERATING INCOME TO NET  
CASH PROVIDED BY OPERATING ACTIVITIES:**

Operating income	\$ 920,159
Adjustments to reconcile operating income to net cash provided (used) by operating activities:	
Investment in leases	835,000
Prepaid items	(34)
Lease interest receivable	<u>6,959</u>
Total adjustments	<u>841,925</u>
<b>Net cash provided by operating activities</b>	<u><u>\$ 1,762,084</u></u>
<b>Non cash items:</b>	
Amortization of premium and deferred loss on refunding of debt	\$ (162,677)

*This page intentionally left blank.*

**City of Antioch Public Financing Authority**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2019**

---

---

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The basic financial statements of the City of Antioch Public Financing Authority (Authority) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental agencies. The Governmental Accounting Standards Boards (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the Authority's accounting policies are described below.

**A. *Financial Reporting Entity***

The Antioch Public Financing Authority (Authority) is a nonprofit corporation organized by the City of Antioch (City) and the Antioch Development Agency (Agency) under the laws of the State of California. The Authority was organized to provide financial assistance to the City and the Agency by financing real and personal property and improvements for the benefit of the residents of the City and surrounding areas.

**B. *Basis of Accounting and Measurement Focus***

The accounts of the Authority are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

*Government-Wide Financial Statements*

The Authority's government-wide financial statements include a Statement of Net Position, a Statement of Activities and Changes in Net Position and a Statement of Cash Flows. These statements present summaries of business type activities for the Authority.

These statements are presented on an "*economic resources*" measurement focus and the accrual basis of accounting. The Statement of Activities and Changes in Net Position presents changes in Net Position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. The type of transactions reported as program revenues for the Authority are reported in charges for services.

The Authority applies all applicable GASB pronouncements, including all NCGA Statements and Interpretations currently in effect.

**C. *Cash and Cash Equivalent***

The Authority pools its cash and investments with the City's cash & investments. The balance in the pooled cash account is available to meet current operating requirements. Cash in excess of current requirements is invested in various interest-bearing accounts and other investments for varying terms.

**City of Antioch Public Financing Authority**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2019**

---

---

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**C. Cash and Cash Equivalent, Continued**

In accordance with GASB Statement No. 40, Deposit and Investment Disclosures (Amendment of GASB No. 3), certain disclosure requirements for Deposits and Investment Risks were made in the following areas:

- Interest Rate Risk
- Credit Risk
  - Overall
  - Custodial Credit Risk
  - Concentrations of Credit Risk

In addition, other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end, and other disclosures.

Highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are readily available.

The City participates in an investment pool managed by the State of California titled Local Agency Investment Fund (LAIF) which has invested a portion of the pooled funds in Structured Notes and Asset-Backed Securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments. In addition, these Structured Notes and Asset-Backed Securities are subject to market risk as to the change in interest rates.

Cash equivalents are considered amounts in demand deposits and short-term investments with a maturity date within three months of the date acquired by the City and are presented as "Cash and Investments" in the accompanying Basic Financial Statements.

For purposes of the statement of cash flows, cash equivalents are defined as investments with original maturities of 90 days or less, which are readily convertible to known amounts of cash. The Authority considers all pooled cash and investments (consisting of cash and investments and restricted cash and investments) held by the City as cash and cash equivalents because the pool is used essentially as a demand deposit account from the standpoint of the funds. The Authority also considers all non-pooled cash and investments (consisting of cash with fiscal agent and restricted cash and investments held by fiscal agent) as cash and cash equivalents because investments meet the criteria for cash equivalents defined above.

**D. Long-Term Obligations**

In the basic financial statements, long-term debt and other long-term obligations are reported as liabilities in the business type activities. Bond premiums and discounts, if material, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.



**City of Antioch Public Financing Authority**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2019**

---

---

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**E. *Deferred Outflows of Resources***

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The Authority only has one item that qualifies for reporting in this category. It is the deferred charge on refunding debt reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

**F. *Net Position***

In the basic financial statements, Net Position is classified in the following category:

*Restricted Net Position* - This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.

**G. *Use of Restricted/Unrestricted Net Position***

When an expense is incurred for purposes for which both restricted and unrestricted Net Position is available, the Authority's policy is to apply restricted Net Position first.

**H. *Use of Estimates***

The preparation of basic financial statements in conformity with generally accepted accounting principles requires Authority management to make estimates and assumptions that affect certain amounts and disclosures. Accordingly, actual results could differ from those estimates.

**I. *New Pronouncements***

In fiscal year 2019, the Authority adopted the following Governmental Accounting Standards Board Statements:

- GASB Statement No. 83, *Certain Asset Retirement Obligations* - The objective of this statement is to provide financial statement users with information about asset retirement obligations (AROs) that were not addressed in GASB standards by establishing uniform accounting and financial reporting requirements for these obligations. The requirements of this statement did not apply to the Authority for the current fiscal year.
  
- GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements* - The objective of this statement is to improve consistency in the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements, and to provide financial statement users with additional essential information about debt. The requirements of this statement did not apply to the Authority for the current fiscal year.

**City of Antioch Public Financing Authority**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2019**

**2. CASH AND INVESTMENTS**

The Authority's cash and investments consist of cash and investments held by fiscal agents and cash and investments pooled with the City's cash and investments. At June 30, 2019, the Authority had the following cash and investment balances:

	Business-Type	
	Activities	Total
Restricted cash and investments	\$ 1	\$ 1
Total cash and investments	<u>\$ 1</u>	<u>\$ 1</u>

**3. NET INVESTMENT IN LEASES**

Debt service on the outstanding lease revenue bonds are funded with lease payments made by the City, City former RDA Successor Agency and the Antioch Public Golf Course to the Authority for the use of buildings and leasehold improvements acquired or constructed with bond proceeds issued by the Authority. In the lease agreements relating to the bonds, the City, City former RDA and Antioch Public Golf Course have covenanted to make rental payments in amounts corresponding to the Authority's debt service requirements and related costs. Net investment in leases reflects the present value of remaining future lease payments due from the City former RDA and City of Antioch. As of June 30, 2019, the Authority's net investment in leases was \$19,390,000.

**4. LONG-TERM OBLIGATIONS**

A summary of the Authority's long-term debt transactions for the year ended June 30, 2019, is presented below.

Description	Balance July 1, 2018	Additions	Retirements	Balance June 30, 2019	Classification	
					Amounts Due Within One Year	Amounts Due in More than One Year
2015 APFA Refunding Series A	21,140,000		(835,000)	20,305,000	915,000	19,390,000
Original bond premium	2,385,325	-	(172,827)	2,212,498	-	2,212,498
<b>Total</b>	<u>\$ 23,525,325</u>	<u>\$ -</u>	<u>\$ (1,007,827)</u>	<u>\$ 22,517,498</u>	<u>\$ 915,000</u>	<u>\$ 21,602,498</u>

**City of Antioch Public Financing Authority**  
**Notes to Basic Financial Statements**  
**For the year ended June 30, 2019**

**4. LONG-TERM OBLIGATIONS, CONTINUED**

*Lease Revenue Refunding Bonds, Series 2015A*

On February 11, 2015, the Authority issued the Lease Revenue Bonds, Series 2015A in the amount of \$23,155,000, to refund the Authority's outstanding 2002 Lease Revenue Bonds, Series A & B, and the City's 2001 ABAG Lease Revenue Bonds. Interest payments are payable semi-annually on November 1 and May 1. The bonds mature through May 1, 2032, and bear interest at the rate of 2-5%. The advanced refunding resulted in a difference of \$182,696 between the reacquisition price and the net carrying amount of the old debt that has been deferred and amortized in accordance with GASB Statement No. 23.

The annual debt service requirements for the Lease Revenue Refunding Bonds Series 2015A outstanding at June 30, 2019 were as follows:

2002 Series A & B Portion				ABAG Portion			
Year Ending June 30,	Principal	Interest	Total	Year Ending June 30,	Principal	Interest	Total
2020	715,000	740,400	1,455,400	2020	200,000	144,750	344,750
2021	790,000	704,650	1,494,650	2021	210,000	134,750	344,750
2022	870,000	665,150	1,535,150	2022	220,000	124,250	344,250
2023	955,000	621,650	1,576,650	2023	235,000	113,250	348,250
2024	1,040,000	573,900	1,613,900	2024	240,000	101,500	341,500
2025-2029	6,925,000	1,993,750	8,918,750	2025-2029	1,400,000	314,000	1,714,000
2030-2032	5,855,000	357,450	6,212,450	2030-2031	650,000	29,250	679,250
<b>Total</b>	<b>\$ 17,150,000</b>	<b>\$ 5,656,950</b>	<b>\$ 22,806,950</b>	<b>Total</b>	<b>\$ 3,155,000</b>	<b>\$ 961,750</b>	<b>\$ 4,116,750</b>

Interest payments and lease revenue bond retirements are serviced by revenues generated by the tax increment from the City former RDA Successor Agency and lawfully available funds of the city for Base Rental Payments pursuant to a facility lease. The total principal and interest remaining to be paid on the bonds is \$26,923,700.

**5. RISK MANAGEMENT**

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority participates in the Municipal Pooling Authority (MPA) through its relationship with the City. The purpose of the MPA is to spread the adverse effects of losses among the member agencies and to purchase excess insurance as a group, thereby reducing expenses. The City's deductibles and maximum coverage for general liability are as follows:

Deductible	MPA	Excess Liability
\$50,000	\$50,001-\$1,000,000	\$1,000,001-\$29,000,000

There have been no claims in the past three fiscal years which exceeded the Authority's excess coverage. The Authority had no claims outstanding at June 30, 2019.

*This page intentionally left blank.*

## **SUPPLEMENTAL INFORMATION**

*This page intentionally left blank.*

**Antioch Public Financing Authority**  
**Combining Statement of Net Position**  
**Proprietary Funds**  
**June 30, 2019**

	2002 A&B 2015A Lease Revenue Bonds	ABAG 2015A Lease Revenue Bonds	Total
<b>ASSETS</b>			
Current assets:			
Restricted cash and investments	\$ 1	\$ -	\$ 1
Prepaid items	1,311	261	1,572
Lease interest receivable due from City of Antioch	123,400	24,125	147,525
Net investment in leases from City of Antioch	715,000	200,000	915,000
Total current assets	839,712	224,386	1,064,098
Noncurrent assets:			
Net investment in leases from City of Antioch	16,435,000	2,955,000	19,390,000
Total noncurrent assets	16,435,000	2,955,000	19,390,000
<b>Total assets</b>	<b>17,274,712</b>	<b>3,179,386</b>	<b>20,454,098</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred loss on refunding	131,950	-	131,950
Total deferred outflows of resources	131,950	-	131,950
<b>LIABILITIES</b>			
Current liabilities:			
Interest payable	123,400	24,125	147,525
Bond payable - due within one year	715,000	200,000	915,000
Total current liabilities	838,400	224,125	1,062,525
Noncurrent liabilities:			
Bond payable - due in more than one year	18,236,298	3,366,200	21,602,498
Total noncurrent liabilities	18,236,298	3,366,200	21,602,498
<b>Total liabilities</b>	<b>19,074,698</b>	<b>3,590,325</b>	<b>22,665,023</b>
<b>NET POSITION</b>			
Restricted for debt service	(1,668,036)	(410,939)	(2,078,975)
<b>Total net position</b>	<b>\$ (1,668,036)</b>	<b>\$ (410,939)</b>	<b>\$ (2,078,975)</b>

**Antioch Public Financing Authority**  
**Combining Statement of Revenues, Expenses and Changes in Net Position**  
**Proprietary Funds**  
**For the Fiscal Year Ended June 30, 2019**

	2002 A&B 2015A Lease Revenue Bonds	ABAG 2015A Lease Revenue Bonds	Total
<b>OPERATING REVENUES:</b>			
Lease interest revenue from City of Antioch	\$ 768,336	\$ 154,777	\$ 923,113
Charges for services	-	4,910	4,910
<b>Total operating revenues</b>	<b>768,336</b>	<b>159,687</b>	<b>928,023</b>
<b>OPERATING EXPENSES:</b>			
General and administrative	33	5,215	5,248
Fiscal charges	2,151	465	2,616
<b>Total operating expenses</b>	<b>2,184</b>	<b>5,680</b>	<b>7,864</b>
<b>OPERATING INCOME</b>	<b>766,152</b>	<b>154,007</b>	<b>920,159</b>
<b>NONOPERATING REVENUES (EXPENSES):</b>			
Interest revenue	341	-	341
Interest expense	(638,864)	(119,984)	(758,848)
<b>Total nonoperating revenues (expenses)</b>	<b>(638,523)</b>	<b>(119,984)</b>	<b>(758,507)</b>
<b>Change in net position</b>	<b>127,629</b>	<b>34,023</b>	<b>161,652</b>
<b>NET POSITION:</b>			
Beginning of year	(1,795,665)	(444,962)	(2,240,627)
End of year	<u>\$ (1,668,036)</u>	<u>\$ (410,939)</u>	<u>\$ (2,078,975)</u>



**Antioch Public Financing Authority**  
**Combining Schedule of Cash Flows by Bond Program**  
**Proprietary Funds**  
**For the Fiscal Year Ended June 30, 2019**

	2002 A&B 2015A Lease Revenue Bonds	ABAG 2015A Lease Revenue Bonds	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Cash receipts from lessee - principal	\$ 645,000	\$ 190,000	\$ 835,000
Cash receipts from lessee - interest	773,712	156,360	930,072
Cash receipts from customers	-	4,910	4,910
Cash payments for administrative and fiscal charges	(2,260)	(5,638)	(7,898)
<b>Net cash provided by operating activities</b>	<b>1,416,452</b>	<b>345,632</b>	<b>1,762,084</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>			
Interest received	341	-	341
Payments of bond principal	(645,000)	(190,000)	(835,000)
Interest paid on bonds	(772,650)	(155,833)	(928,483)
<b>Net cash used in noncapital financing activities</b>	<b>(1,417,309)</b>	<b>(345,833)</b>	<b>(1,763,142)</b>
<b>Net change in cash and cash equivalents</b>	<b>(857)</b>	<b>(201)</b>	<b>(1,058)</b>
<b>CASH AND CASH EQUIVALENTS:</b>			
Beginning of year	858	201	1,059
End of year	<u>\$ 1</u>	<u>\$ -</u>	<u>\$ 1</u>
<b>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>			
Operating income	\$ 766,152	\$ 154,007	\$ 920,159
Adjustments to reconcile operating income to net cash provided (used) by operating activities:			
Investment in leases	645,000	190,000	835,000
Lease interest receivable	5,376	1,583	6,959
Prepaid items	(76)	42	(34)
Total adjustments	650,300	191,625	841,925
<b>Net cash provided by operating activities</b>	<b>\$ 1,416,452</b>	<b>\$ 345,632</b>	<b>\$ 1,762,084</b>
<b>Non cash items:</b>			
Amortization of premium and deferred loss on refunding of debt	\$ (128,411)	\$ (34,266)	\$ (162,677)

*This page intentionally left blank.*



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN  
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
of the Antioch Public Financing Authority  
Antioch, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the Antioch Public Financing Authority (Authority), a component unit of the City of Antioch, as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated December 3, 2019

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

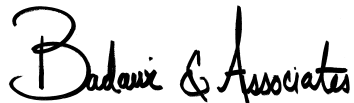
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.




Badawi & Associates  
Certified Public Accountants  
Berkeley, California  
December 3, 2019

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**APPROVED BY:** Bailey Grewal, Interim Public Works Director/City Engineer 

**SUBJECT:** Ordinance Granting a Franchise Agreement to Praxair, Inc. – Introduction and First Reading of an Ordinance Granting a Franchise Agreement to Praxair, Inc. to Transport Oxygen and Nitrogen Substances Within Certain Public Streets in the City of Antioch

---

**RECOMMENDED ACTION**

It is recommended that the City Council:

1. Conduct the public hearing.
2. Make a motion to read the ordinance by title only. The City Clerk will read aloud the full title of the ordinance; the ordinance will grant Praxair, Inc. a franchise agreement to transport oxygen and nitrogen substances within certain public streets in the City of Antioch.
3. Make a motion to approve the first reading of the ordinance.

**FISCAL IMPACT**

With an annual license fee previously set at a rate of \$.05 per inch to nominal internal diameter per lineal foot for each of those parts of the pipelines, the new arrangement sets the rate at \$1.50 per linear foot, adjusted by the ratio of the San Francisco-Bay Area Consumer Price Index for All Urban Consumers (CPI-U). Total annual revenue of \$14,640, plus annual CPI-U anticipated; an increase of approximately \$10,736 annually.

**DISCUSSION**

Pursuant to the California Public Utilities Code § 6232, on November 26, 2019, the City Council approved a Resolution of Intention, Reso. No. 2019/179, to enact an ordinance granting a franchise to Praxair, Inc. and set a public hearing for the first reading of the ordinance on this very day.

Code § 6202 of the California Public Utilities Code authorizes the City Council to grant a non-public utility pipeline operator a franchise to lay, and use, pipes and appurtenances for transmitting and distributing gas or industrial gas for all purposes within the municipality. On May 29, 1979, the City Council adopted Resolution No. 79/120 granting a license to Union Carbide Corporation, later assigned to Union Carbide Industrial Gases,

Inc., to transport gaseous oxygen and nitrogen substances through an underground pipeline in and along City streets. The agreement was subject to certain covenants, limitations and restrictions, and existed for a period of forty (40) years. This agreement expired on May 29, 2019. The ordinance will aid the successor-in-interest agency, Praxair Inc., to continue operating the pipeline facilities, and has agreed to enter into a franchise agreement for this purpose. The term of the new franchise agreement will be for a period of fifteen (15) years beginning June 1, 2019.

**ATTACHMENTS**

- A: Franchise Proposed Ordinance
- B: Written Request
- C: Public Hearing Notice

## ATTACHMENT "A"

ORDINANCE NO. \_\_\_\_\_

### **AN ORDINANCE OF THE CITY OF ANTIOCH GRANTING TO PRAXAIR, INC., A CALIFORNIA CORPORATION AND NON-PUBLIC UTILITY, A FRANCHISE FOR THE DISTRIBUTION OF OXYGEN AND NITROGEN WITHIN CERTAIN PUBLIC STREETS**

#### **RECITALS**

**A.** Resolution No. 79/120 granted a pipeline license to Union Carbide Corporation, which as later assigned to Union Carbide Industrial Gases, Inc., to carry non-hazardous gaseous products, such as oxygen and nitrogen, in and along the City's public streets; and

**B.** Praxair, Inc., as successor-in-interest to Union Carbide Industrial Gases, Inc., has requested to continue operating its pipeline facilities in and along the City's public streets, and has agreed to enter into a franchise agreement for such operation.

#### **AGREEMENT**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES ORDAIN AS FOLLOWS:**

#### **SECTION 1. DEFINITIONS**

(a) "Act" means the Franchise Act of 1937 set forth in California Public Utilities Code sections 6201-6302, as it may be amended from time to time.

(b) "City" means the City of Antioch, a general law city in the State of California.

(c) "Code" means the California Public Utilities Code.

(d) "CPUC" means the California Public Utilities Commission.

(e) "CSFM" means the California State Fire Marshal.

(e) "Director" means the City Manager, or designee, or the City department charged with the administration of this franchise ordinance.

(f) "Franchise" means the rights granted to Franchisee hereunder pursuant to City's police power and applicable provisions of the Franchise Act of 1937, and any revisions thereto.

(g) "Franchisee" means Praxair, Inc., a California corporation and nonpublic utility within the meaning of California Public Utilities Code § 6231.5(f).

(h) "Lay and Use" means to lay, construct, erect, install, operate, maintain, use, repair, replace or remove.

(i) "Facilities" means all property of Franchise, including, but not limited to, pipelines, pump stations, conduits, adjunct communication lines, attachments, appurtenances, tangible components, or service connections with Licensee's facilities, whether installed by Franchisee or not, erected, constructed, laid, operated or maintained in, upon, along, across or under any Street pursuant to any right or privilege granted by the franchise, and used in transmitting and distributing oxygen and nitrogen. "Facilities" does not include poles or other facilities above ground unless approval is obtained pursuant to applicable law.

(j) “Streets” means the public streets, ways and alleys as the same now or may hereafter exist within the City.

(l) “Work” means any and all construction, installation, repair, maintenance, removal or relocation of any Facilities or other improvements performed under this Franchise.

**SECTION 2. GRANT; TERM; EXPIRATION; NON-EXCLUSIVITY**

2.1 Grant of Franchise. The right, privilege and franchise is hereby granted to Franchisee to use the Streets for transmitting and distributing oxygen and nitrogen for any and all lawful purposes, including the right to replace, repair, reconstruct, operate, maintain, retain and use Streets to convey liquids, gases, and vapors associated with the transmission and distribution of oxygen and nitrogen, which includes:

(a) the pipelines enumerated herein, and their adjunct communication lines;

(b) certain other pipelines and adjunct communication lines as may be authorized by the City in accordance with the provisions of this Franchise; and

(c) certain other facilities appurtenant to pipelines or adjunct communications lines authorized by the City, including maintenance holes, valves, connections, cathodic protection equipment, poles and other support or facilities.

This Franchise is subject to all rights and powers of the City, including, but not limited to, all federal and state laws, and all ordinances, resolutions and policies of the City, as may be enacted or amended from time to time.

2.2 Designation of Pipelines and Other Facilities. Franchisee is granted the right to operate the following pipelines:

Pipe Size	Description	Length
8” Oxygen	Parallel to Fulton Shipyard Rd	4,880 Linear feet
8” Nitrogen	Parallel to Fulton Shipyard Rd	4,880 Linear feet

2.3 Authorization of Additional Facilities. Franchisee must obtain prior City approval for additional pipelines, replacement of existing pipelines, or construction or installation of adjunct communication lines. Facilities constructed, installed or replaced pursuant to any authorization by the City shall be subject to all the provisions of this Franchise and to any additional conditions relating to construction, specifications, protective or sectionalizing facilities, testing, operation or other conditions as may be prescribed by the authorization.

2.4 Franchise Term. The term of this Franchise shall be for a period of fifteen (15) years with an effective date of June 1, 2019 (“Franchise Term”). This Franchise shall expire prior to the end of the term if (i) Franchisee voluntarily surrenders or abandons the Franchise; (ii) the State of California or any municipal or public corporation duly authorized by law purchases by voluntary agreement or condemns and takes under the power of eminent domain all property used in the exercise of this Franchise and located within its territorial limits; or (iii) the Franchise is forfeited for noncompliance with its terms by Franchisee.

2.5 Expiration. This Franchise shall terminate upon the expiration of the Franchise Term. Unless otherwise terminated by City, if Franchisee continues to operate its Facilities upon expiration of this Franchise, then such holding over shall constitute a renewal of this Franchise on a quarterly basis, with the



Franchise Fee during the holdover period to be paid in accordance herein. Either Party shall be entitled to terminate such holdover status upon one hundred twenty (120) days prior written notice to the other party.

2.6 Non-Exclusivity. The granting of this Franchise shall not be construed to prevent the City from granting any identical or similar franchise to any entity other than Franchisee.

### **SECTION 3. FRANCHISE ACCEPTANCE**

3.1 Acceptance. No later than thirty (30) days after the passage of this ordinance, the Franchisee shall file with the City Clerk a written acceptance of the Franchise hereby granted, and an agreement to comply with the terms and conditions hereof. For purposes of measuring the Franchise Term, the effective date of this Franchise shall be thirty (30) days following adoption of the Ordinance granting the Franchise (“Effective Date”).

3.2 Effect of Acceptance. When so filed, the acceptance constitutes a continuing agreement by the Franchisee that if and when the granting municipality thereafter annexes, or consolidates with, additional territory, all franchises, rights and privileges held by the Franchisee therein, except a franchise derived under Section 19 of Article XI of the Constitution as that section existed prior to the amendment thereof adopted October 10, 1911, shall be deemed abandoned within the limits of the additional territory.

3.3 Execution of this document shall be deemed acceptance.

### **SECTION 4: FRANCHISE FEE AND COSTS**

4.1 Franchise Fee. Franchisee shall, during the term of the Franchise, pay to City by June 1 each year, at the rate of \$1.50 per linear foot, adjusted by the ratio of the San Francisco-Bay Area Consumers Price index for All Urban Consumers (CPI-U). For purposes of this subsection, the street space occupied by a pipeline or conduit including protective covering, pipe casings, pipe connections, cathodic protection facilities and other minor appurtenances shall be taken as equivalent to the volume occupied by a cylinder of equal length having a diameter of one inch (for metal pipe) or two inches (for plastic pipe) greater than the nominal internal diameter of the pipe or conduit but in no case with an equivalent cylinder diameter less than six inches (6”), and the payment rate therefore shall be computed to the nearest tenth of a cent per lineal foot of pipe. If the United States Bureau of Statistics shall discontinue the preparation and publication of the San Francisco Bay Area Consumers Price Index (SFBA-CPI) for All Urban Consumers, then the City shall prescribe an index for adjustment of the annual Franchise Fee payment due to City. If during the term of this ordinance, the City changes its Franchise Fee calculation methodology formula for pipeline companies, Franchisee agrees to compensate the City for the remainder of the term of this Franchise based on the new formula.

4.2 Publication Costs. Franchisee shall also pay to City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise, such payment to be made within thirty (30) days after the City furnishes Franchisee with a written statement of such expenses.

4.3 Administrative Costs. Franchisee shall reimburse City in the amount of amount of five thousand dollars (\$5,000) for City’s reasonable administrative expenses, including legal fees and costs, in preparing and approving the Franchise documents. Franchisee shall pay said amount to City within thirty (30) days of the Effective Date of this Franchise; provided, however, that any amounts deposited by Franchisee with City prior to approval of this Franchise for reimbursement of City’s reasonable administrative expenses shall be deducted from said amount.

4.4 Permit Fees. Franchisee agrees to apply for all necessary permits associated with any work under this Franchise. In addition to the fees described herein, Franchisee shall pay all applicable permit fees, as they may be amended from time to time.

4.5 Other Fees. Payments of compensation made by Franchisee to City pursuant to the provisions of this section are in addition to, and exclusive of, any and all authorized taxes and other fees, levies or assessments now in effect or subsequently adopted in accordance with applicable laws.

## **SECTION 5. VERIFIED STATEMENT OF RECEIPTS; PAYMENT OF FRANCHISE FEE; AUDIT**

5.1 Verified Statement of Receipts. Franchisee shall file with the City, within three (3) months after expiration of the calendar year, or fractional calendar year, following the Effective Date of this Franchise, and within three (3) months after the expiration of each and every calendar year thereafter, a statement verified by an officer of Franchisee showing in detail the following:

(a) The method and supporting calculations used to calculate the Franchise Fee.

(b) Any change in the footage or internal diameter of pipelines, segregating such footage as to new pipelines laid or acquired during the preceding calendar year, pipelines in territory that was annexed or incorporated during the preceding calendar year, and pipelines removed or abandoned in place during the preceding calendar year.

(c)

(d) If cathodic protection is used for pipes or appurtenances installed or maintained pursuant to this Franchise, the location and types of anodes, including a description of the methods used as a protection against corrosion and electrolyte leakage. This should be provided once and then only if changes are made, not annually

5.2 Payment of Franchise Fee. By delivery to the City, Franchisee shall pay to the City within fifteen (15) days after the time for filing such statement, in lawful money of the United States, the Franchise Fee for such calendar year, or such fractional calendar year, covered by such statement. Any neglect, omission or refusal by Franchisee to file such verified statement, or to pay said Franchise Fee at the time and in the manner specified in this agreement, shall be grounds for the declaration of forfeiture of this Franchise and of all rights of Franchisee hereunder. City shall have the authority to reasonably dispute any verified statement and to require additional proof to any matters set forth therein.

5.3 Delinquency. Franchise Fee due from Franchisee is delinquent if not received by the City on or before the due date during normal business hours. Should the due date occur on a weekend or holiday, the Franchise Fee must be received by the City during the business hours of the first regular working day following the weekend or holiday. If Franchisee fails to remit the Franchise Fee on or before the due date, Franchisee shall pay interest at the rate of one quarter percent (0.25%) per month of any fraction thereof on the amount of the Franchise Fee from the date on which the fee first became delinquent, until paid.

5.4 Audit. The City shall have the right to audit the books and records of Franchisee relating to the calculation of the franchise fee City shall, to the extent permitted by applicable law, maintain the confidentiality of all information provided by Franchisee to City in connection with such audit that Franchisee has informed City is confidential. Nothing herein shall be construed to require Franchisee to make available information which constitutes private or confidential information pertaining to specific customers of Franchisee, without the prior written consent of such customers. All books and records of

Franchisee relating to the calculation of the Franchise Fee for any calendar year shall be maintained by Franchisee for a period of at least four (4) years following delivery of the verified statement for such year.

## **SECTION 6. CONSTRUCTION, OPERATION AND USE OF STREETS**

6.1 Installation and Location of Facilities. The installation and location of any additional facilities in a Street shall be subject to the approval of the Director and, unless otherwise authorized in writing by the City, the location shall be confined to the street route in which the pipeline is authorized.

6.2 Specifications. All additional pipeline and appurtenant facilities authorized by this license shall be designed, manufactured, installed, constructed and inspected in accordance with the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, CPUC regulations for pipelines, and any other applicable state and federal codes or regulations, in their latest revisions; and any applicable ordinance adopted by the City in the exercise of its police powers, and in accordance with the terms and conditions of any permit issued by a City department, and not in conflict with the paramount authority of the State of California.

6.3 Pipeline Protection. Adequate protective facilities shall be provided in accordance with the Pipeline Code and the Pipeline Safety Act, as amended from time to time, on the portion of each pipeline installed under the authority of this Franchise, and elsewhere on the same pipeline, to immediately locate operating troubles and minimize their effects on City Streets or on their use by the public. If, at any time during the term of this Franchise, protective facilities on any pipeline are found to be inadequate as determined by the CSFM, the Board, the CPUC, or the Federal Office of Pipeline Safety, Franchisee shall at its own expense make changes in accordance with the Pipeline Code and Pipeline Safety Act or as may be required by the City. Failure to do so may result in forfeiture of this Franchise and require immediate cessation of the use of the facilities.

6.4 Testing. After installation, and for the duration of the franchise, pipelines shall be tested, at a minimum, in accordance with the provisions of the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, CPUC regulations for pipelines, and as required by the State Fire Marshal under the Pipeline Safety Act. The City reserves the right to require testing for facilities not under the direct authority of the State Fire Marshal, the California Public Utilities Commission or the Federal Office of Pipeline Safety.

6.5 Use of Streets/Repairs. Any work performed under the authority of this Franchise shall be done with the least possible hindrance to the use of the Streets for the purposes of travel. As soon as such work is completed, all portions of the Streets that have been excavated or damaged thereby, shall be placed in as good condition as the same were before the commencement of such work to the satisfaction of the Director.

Franchisee shall promptly repair any leaks or breaks in pipelines covered by this Franchise in accordance with the Pipeline Code, the Pipeline Safety Act, or any other responsible jurisdictions or Codes, if any street or other public property shall be damaged by any leaks or breaks in their pipelines or by reason of any cause arising from the operation or existence of facilities, Franchisee shall, at its own cost and expense, backfill, place surfacing and otherwise repair the damaged portions of the street or other public property in accordance with the City ordinances and to the satisfaction of the Department of Public Works.

If any private property is damaged by leaks or breaks in pipelines or from any cause arising from the operation or existence of facilities, Franchisee shall pay all damages or compensation to which the owners are entitled and repair its facilities to protect the damaged private property from further damage.

If Franchisee, within ten (10) business days after receipt of notice from the City instructing it to repair any damage, fails to commence work or to comply with the instructions, or thereafter fails to diligently prosecute the work to completion, or to the satisfaction of the Director, then the City may immediately do whatever work is necessary to carry out the instructions at the cost and expense of Franchisee, which cost and expense Franchisee agrees to pay upon demand. If the damage constitutes an immediate danger to public health or safety, requiring immediate repair, the City, without notice, may repair the damage, and Franchisee agrees to pay all cost and expense upon demand. Franchisee shall reimburse the City for all direct and indirect expenses incurred by the City in responding to any spill, release or accident arising from the operation or existence of the Facilities.

6.6 Tunneling and Boring. Where it is necessary to lay any underground pipes through, under or across any portion of a paved or macadamized street, the same shall be done by a tunnel or bore, so as not to disturb the foundation of such paved or macadamized street.

6.7 Street Coverings. All street coverings or openings of traps, vaults, and manholes shall be constructed flush with the surface of the streets; provided, however, that vents for underground traps, vaults and manholes may extend above the surface of the streets if such vents are located in parkways, between the curb and the property line, and are not, in the reasonable opinion of the Director, hazardous to the public.

6.8 Permits. Franchisee shall not perform any work under this Franchise without first obtaining all permits and entitlements from the Director (including, but not limited to, an encroachment permit); provided, however, that in cases of emergencies affecting the public health and safety or the preservation of life and property, Franchisee shall apply for such permits no later than the next business day.

6.9 Plans and Specifications. The Director shall have the right to give the Franchisee such directions for the location of any pipes and appurtenances as may be reasonably necessary to avoid sewers, water pipes, conduits or other structures lawfully in or under the streets; and prior to any work commenced by Franchisee, the Franchisee shall file with the Director plans and specifications showing the location and work thereof.

The Director shall have the right to review Franchisee's plans and specifications for the construction of any Pipes and Appurtenances for proper purposes, and, if, and to the extent permitted by the California Constitution and the rules, regulations, orders and decisions of the CPUC, approve such plans and specifications.

6.10 Bonds. Franchisee shall make such deposits of money or file such bonds at request of the City, as may be required to ensure satisfaction and completion of any work under this Franchise.

6.11 Hazardous Waste Franchisee hereby represents and warrants that it will in no way discharge, dump, bury, or store pollutants of any nature or kind, including but not limited to pollutants such as oil, chemicals, toxic substances or materials, hazardous wastes or hazardous substances, including but not limited to, such pollutants as defined by any federal, state, or municipal laws, rules, regulations, or ordinances, or otherwise

## **SECTION 7. RELOCATION, ABANDONMENT & REMOVAL**

7.1 Relocation. Franchisee shall, at its expense, protect, support, and with ample notice temporarily disconnect, relocate in the same street, or remove from any street any facilities when required by the City by reason of traffic conditions, public safety, street vacation, freeway construction, change or establishment of street grade, street maintenance requirements, or the construction of any public

improvement or structure by any governmental agency acting in a governmental capacity. If Franchisee fails to relocate its Facilities within the required time, the City may cause the work to be done and shall keep an itemized account of the entire cost thereof, and Franchisee shall reimburse the City or other public entity for its costs within ninety (90) days of Franchisee's receipt of the itemized account of costs. The City may consider Franchisee in default of this Franchise should Franchisee fail to comply with the notice, timing or direction to relocate.

7.2 Abandonment & Removal. Franchisee shall notify the City within thirty (30) days prior to any determination made by Franchisee to abandon the use of any its pipes and facilities of its intent either to abandon its Facilities in place or remove all or a portion of the Facilities. The Franchisee may thereafter abandon or remove the Facilities in accordance with such terms and conditions as may be imposed by the Director.

## **SECTION 8: MAPS AND PLANS**

8.1 Provision of Maps and Plans. The City regularly performs improvement projects whereby facility maps and plans of Franchisee's Facilities are needed to properly design and construct the project. Upon written request by the City, Franchisee shall, within thirty (30) days of the receipt of said request, send a copy of the facility maps and plans for its Facilities within the project area. Franchisee shall provide said information in an electronic format (or by mail if the electronic format is not available) at no charge.

8.2 Content of Maps and Plans. The Franchisee's maps and plans shall include, but not be limited to, information indicating the length of the Franchisee's main lines, the nominal external diameter of such mainlines and the points where they enter and exit the Streets; old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph, or telephone lines, old conduits removed, old conduits abandoned in place; and the diameter of such conduits laid, removed, and/or abandoned in place, as applicable.

8.3 Potholing. Upon City's written notice, and in accordance with the City's schedule for a City improvement project, Franchisee shall determine horizontal and vertical location of its Facilities provide such information to City for City design purposes.

8.4 Map Supplements. Within ninety (90) days following the installation, change, removal or abandonment of any Facilities, Franchisee shall file a map or maps showing the accurate location and size of the Facilities installed, changed, removed or abandoned.

8.5 Emergency Response Plans. Franchisee shall at all times during the term of this Franchise maintain emergency response plans as required by regulatory agencies having jurisdiction.

## **SECTION 9. PERFORMANCE BOND**

Within thirty (30) days after the adoption of this Franchise, Franchisee shall provide to the City a faithful performance bond in the sum of not less than \$50,000 payable to the City executed by a corporate surety licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by the Franchisee of the terms and conditions of this Franchise and shall provide that, in the case of any material breach of any condition of this Franchise, the penal sum therein shall be recoverable.

If at any time during the term of this Franchise the condition of the corporate surety or any other type of bond allowed shall change in a manner as to render the bond unsatisfactory to the City, Franchisee shall

forthwith replace the bond with a bond of like amount and similarly conditioned, issued by a corporate surety or other method as deemed satisfactory by the City. The bond shall be cancelable only by the City, and Franchisee shall give a minimum thirty (30) day written notice prior to replacement or request for cancellation of the bond.

In the event of a substantial change in the volume of street space occupied by Facilities pursuant to this Franchise, the City may require or may permit a corresponding change in the amount of the bond required.

## **SECTION 10: TRANSFER**

This Franchise shall not be revised, sold, leased, assigned or otherwise alienated, without the mutual express written consent of the City and the Franchisee, which shall not be unreasonably withheld by either party.

## **SECTION 11. INDEMNIFICATION**

Franchisee agrees to indemnify, defend with counsel approved in writing by City, and hold City, its elected and appointed officials, officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to this Franchise with the exception that such damages result from the City's willful misconduct or negligence as judicially determined. If judgment is entered against Franchisee and City by a court of competent jurisdiction because of the concurrent active negligence of City, Franchisee and City agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

## **SECTION 12. INSURANCE**

Franchisee shall obtain, at its own cost 1) comprehensive general liability insurance, to include contractual liability, 2) worker's compensation/employer's liability insurance, and 3) automobile liability insurance in amounts as listed to insure against any claims arising out of the activities of Franchisee. The minimum amount of general liability insurance initially required by this franchise is \$5,000,000, with \$1,000,000 workers Compensation and Employee Liability insurance, Automobile Liability insurance of \$1,000,000, and Pollution Liability insurance of \$1,000,000.

Franchisee shall file evidence of insurance policy and/or bond with the City, in the form of certificate of insurance and/or bond if applicable for City approval of the commencement of operation under this Franchise. Franchisee shall maintain continuous uninterrupted insurance coverage and shall maintain evidence of coverage on file with the City for the duration of this Franchise and thereafter until Franchisee has liquidated all of its obligations with the City that may have arisen from the acceptance of this license by Licensee or from its exercise of any privilege granted in this license.

Franchisee shall provide the City with at least thirty (30) days written notice prior to a cancellation of insurance coverage, and for general and automobile liability insurance, Franchisee shall include the City, its officers, agents and employees as additional insureds with regard to liability and defense of suits arising from the performance of this Franchise.

Franchisee's failure to procure and maintain required insurance or bond shall constitute a material breach of contract and may result in the immediate and automatic termination of this Franchise. The date of the breach under this section may be the effective date of termination of this Franchise, regardless of whether notification to the City was provided or whether the City was aware of the breach or not. Upon termination of this Franchise, operation of the facilities covered by this Franchise are no longer authorized and

Franchisee may be liable for costs associated with abandonment of the Franchise.

### **SECTION 13. EMINENT DOMAIN**

The Franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the property of the Franchisee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or to abridge the City's right of eminent domain in respect to the Franchisee.

This Franchise shall not be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Franchisee of the necessary publication and any other sum paid by it to the City therefore at the time of the acquisition thereof.

### **SECTION 14. REMEDIES**

If the Franchisee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within ten (10) business days after written demand for compliance, begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the City, may declare this Franchise forfeited as provided herein, and the City may thereafter sue in its own name for the forfeiture of this Franchise.

### **SECTION 15. NOTICE**

All notices, requests and demands hereunder must be in writing to be effective. All notices required to be given hereunder, or by operation of law in connection with the performance or enforcement hereof, shall be deemed given upon delivery if delivered personally (which includes notices delivered by messenger or overnight courier) or, if delivered by mail, shall be deemed given three days after being deposited by first class mail in any duly authorized United States mail depository, postage prepaid. All such notices shall be addressed as follows, or to such other address or addresses as the parties may from time to time specify in writing:

Praxair, Inc.  
Attn: Corporate Real Estate  
10 Riverview Drive  
Danbury CT 06810

### **SECTION 16. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be deemed to create an agency, joint venture, or partnership between the City and Franchisee.

### **SECTION 17. ENTIRE AGREEMENT**

This Franchise constitutes the entire agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter of the Franchise. Any modification of this Franchise will be effective only if it is in writing executed by City and Franchisee.

## **SECTION 18. GOVERNING LAW AND VENUE**

The Franchisee and City understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Franchise and also govern the interpretation of this Franchise. In the event of any legal action to enforce or interpret this Franchise, the sole and exclusive venue shall be a court of competent jurisdiction located in Contra Costa County, California, and the City and Franchisee agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, City and Franchisee specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

## **SECTION 19. CONSENT TO BREACH NOT WAIVER**

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such a waiver or consent shall be in writing and signed by the City and Franchisee claimed to have waived or consented. Any consent by the City and Franchisee to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## **SECTION 20. CALENDAR DAYS**

Any reference to the word “day” or “days” shall mean calendar day or calendar days respectively, unless otherwise expressly provided.

## **SECTION 21. ATTORNEY’S FEES**

In any action or proceeding to enforce or interpret any provision of this Franchise or where any provisions hereof is validly asserted as a defense, City and Franchisee shall bear their own attorney’s fees, costs and expenses.

## **SECTION 22. INTERPRETATION**

This Franchise has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Franchise. In addition, City and Franchisee have been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Franchise by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code section 1654) or legal decision that would require interpretation of any ambiguities in this Franchise against the party that drafted it is not applicable and is deemed waived. The provisions of this Franchise shall be interpreted in a reasonable manner to affect the purpose of the parties to this Agreement.

## **SECTION 23. SEVERABILITY**

If any term, condition, provision or article of this Franchise is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.



**SECTION 24. AUTHORITY TO EXECUTE THIS AGREEMENT**

City and Franchisee represent and warrant that this Franchise has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

**SECTION 25. CONDITIONS OF EFFECTIVENESS**

This ordinance shall take effect thirty (30) days after its adoption, provided that Franchisee has filed written acceptance thereof as provided in Section 3(a). The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published as required by law.

IN WITNESS WHEREOF, this Franchise is executed by:

CITY OF ANTIOCH:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRAXAIR, INC:

BY: \_\_\_\_\_

NAME: Brian C. Morgan

TITLE: Director, Corporate Real Estate

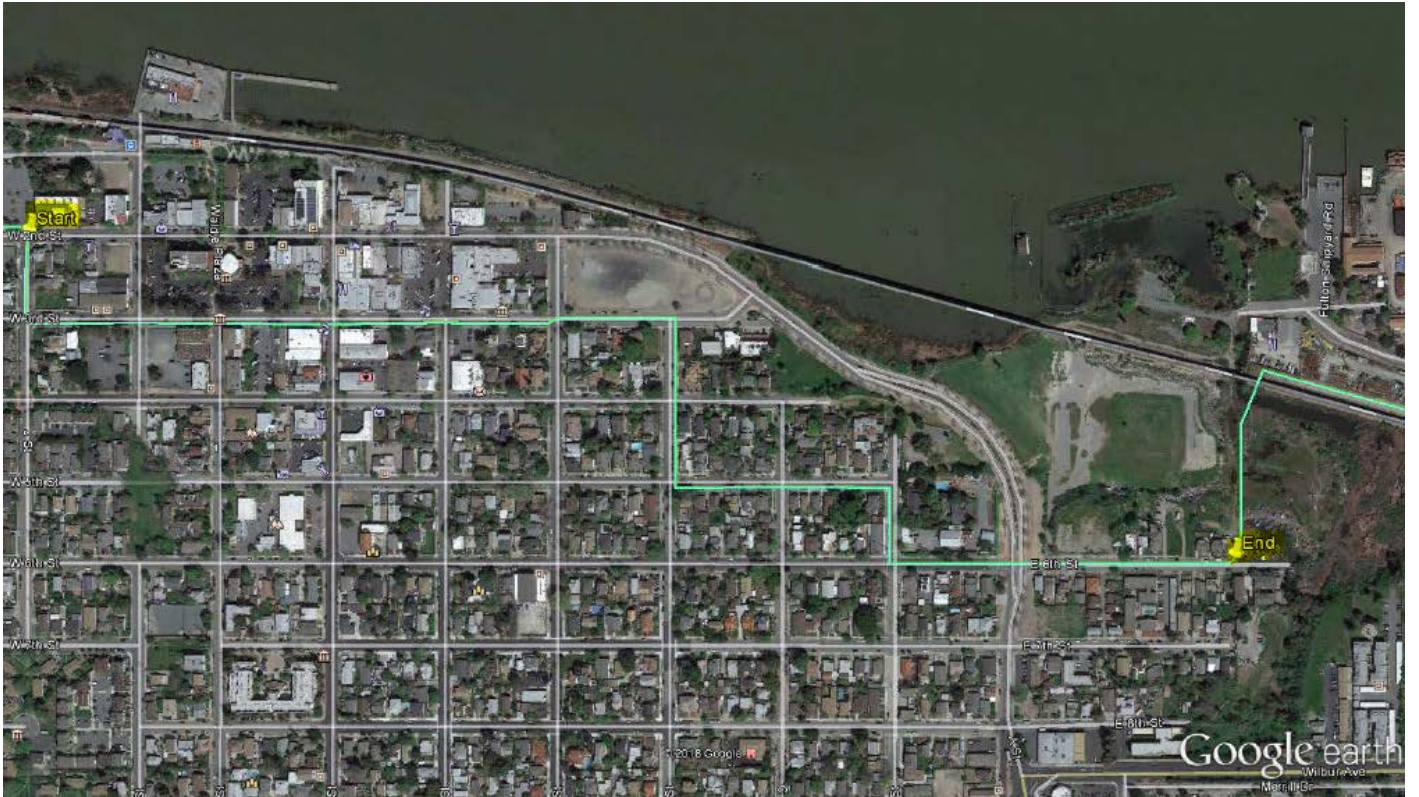
DATE: \_\_\_\_\_

\_\_\_\_\_  
Sean Wright, Mayor of the City of Antioch

ATTEST:

\_\_\_\_\_  
Arne Simonsen, CMC, City Clerk of City of Antioch

**EXHIBIT "A"**



## ATTACHMENT "B"

**From:** [mrgaaw](#)  
**To:** [Roberts, Arlene](#)  
**Cc:** [Grewal, Bailey](#)  
**Subject:** FW: Praxair Franchise  
**Date:** Friday, November 1, 2019 10:26:00 AM  
**Attachments:** [image001.png](#)

---

Good morning below is Praxair's written request...

---

**From:** Lieder, Krystina <Krystina\_Lieder@Praxair.com>  
**Sent:** Thursday, October 31, 2019 12:42 PM  
**To:** mrgaaw <mrgaaw@ci.antioch.ca.us>  
**Subject:** Praxair Franchise

Dear Alan,

Please accept this email as Praxair Inc.'s request for a 15-year non-public utility franchise agreement for pipelines running under city streets. We agree to pay the negotiated annual fee of \$1.50 per linear foot, as adjusted annually by CPI.

Please me know if you require anything else in order to process this request.

Thank you

**Krystina Lieder**  
Corporate Real Estate  
Praxair, Inc.,  
member of the Linde Group  
10 Riverview Drive  
Danbury, CT 06810  
203-837-2285  
[Krystina.Lieder@praxair.com](mailto:Krystina.Lieder@praxair.com)



This e-mail, including any attachments, is intended solely for the person or entity to which it is addressed and may contain confidential, proprietary and/or non-public material. Except as stated above, any review, re-transmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than an intended recipient is prohibited. If you receive this in error, please so notify the sender and delete the material from any media and destroy any printouts or copies.

**ATTACHMENT "C"**

**CITY OF ANTIOCH  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Antioch will hold a public hearing at the **Antioch Community Center, 4703 Lone Tree Way, Community Hall A, at 7:00 P.M. or thereafter, on TUESDAY, JANUARY 14, 2020**, on the following matter:

**Ordinance Granting a Franchise Agreement to Praxair, Inc.** – The purpose of this hearing will be to present and accept public comment on the First Reading of an Ordinance Granting a Franchise Agreement to Praxair, Inc. to Transport Oxygen and Nitrogen Substances Within Certain Public Streets in the City of Antioch.

Section 6202 of the California Public Utilities Code authorizes the City Council to grant a non-public utility pipeline operator a franchise to lay, and use, pipes and appurtenances for transmitting and distributing gas or industrial gas for all purposes within the municipality.

Praxair Inc., a California Corporation and Non-Public Utility, has filed an application to receive such franchise, and the application has been found to conform to Public Utilities Code § 6231.

If any person challenges the decision of the City in these matters in court, he or she may be limited to raising only those issues that raised at the public hearing described in this notice, or in written correspondence delivered to the City at, or prior to, the public hearing.

A copy of the report is available for inspection at the Maintenance Service Center, 1201 West 4<sup>th</sup> Street, Antioch, between the hours of 6:30 a.m. to 4:30 p.m., Monday through Thursday; Fridays – 6:30 a.m. to 4:00 p.m. Written statements in favor of, or in opposition to this matter, may be filed with the City Clerk, City Hall, 200 "H" Street, (P.O. Box 5007), Antioch, CA 94531-5007, at any time prior to the hearing. All interested persons are invited to be present at aforementioned hearing and be heard thereon.

In accordance with the Americans with Disabilities Act and California law, it is the policy of the City of Antioch to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or email address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. The City's ADA Coordinator can be reached @ Phone: (925) 779-6950, and e-mail: [publicworks@ci.antioch.ca.us](mailto:publicworks@ci.antioch.ca.us).

**/s/ ARNE SIMONSEN**  
ARNE SIMONSEN, CMC, City Clerk

Publication Dates: 12/10/19 and 01/03/20  
cc: Public Works/Bailey Grewal

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Forrest Ebbs, Community Development Director *f e*  
**SUBJECT:** Solid Waste and Recycling Service – Update to Mandatory Service Requirements

---

**RECOMMENDED ACTION**

It is recommended that the City Council introduce an ordinance amending Title 6, Chapter 3, Solid Waste Collection and Recycling, to define "occupied" and provide an exception process for service.

**FISCAL IMPACT**

This action would improve the City's ability to enforce requirements for solid waste and recycling services, which will generate revenue. It may also lead to reduced illegal dumping, which will further save money.

**DISCUSSION**

The Antioch Municipal Code requires that all occupied residential, commercial or industrial structures subscribe to and maintain adequate solid waste and recycling services. These services are contracted through République Services through a franchise agreement with the City of Antioch.

Unfortunately, many residents and property owners elect not to subscribe to solid waste and recycling services and instead elect to dispose of their garbage through other legal or illegal methods, including illegal dumping throughout the City or use of other's bins, with or without authorization. It has often been difficult to enforce the requirements for garbage service because some residents and/or owners have stated that the building is vacant and is, therefore, not required to maintain service. In these cases, staff has attempted to determine the occupancy of the site through cursory site visits. In many cases, staff has often found that the building was actually occupied and that the residents were evading required service.

The Code Enforcement Division and the Environmental Services Division are both interested in improving solid waste and recycling service subscription levels. In order to close this loophole, staff is suggesting a new definition that associates water service to solid waste and recycling service – a structure that has water service is presumed to be occupied and is, therefore, required to have solid waste and recycling service. This

change would be integrated into the existing Municipal Code language addressing solid waste and recycling services.

Staff recognizes that there may be situations where a house is temporarily vacant and not requiring solid waste and recycling service, but requests water service to maintain landscaping. In such cases, the proposed amendment has a provision whereby a property owner may request a specific and temporary exception to the requirement.

The proposed ordinance amendments are as follows:

*New Definition*

**OCCUPIED.** Any structure or property that is served by an active water account.

*Exception Process*

(K) Owners of a structure or property that is vacant but maintains water services for irrigation, property maintenance or similar purpose, may apply to the City Manager or designee for exception to the requirement for solid waste service. The conditions and terms of this exception may be restricted.

With the new definition and exception process, the Code Enforcement Division will continue to work with Republic Services, who provides the City with a list of addresses without active accounts. The Division can then match these addresses to water accounts and determine those that have water service, but not solid waste and recycling service. Those owners can then be contacted and directed to either subscribe to service or request an exception, as applicable. Failure to act may result in citation. As with all new enforcement acts, residents will be given reasonable time and opportunity to comply prior to citation.

Environmental

This project has been determined to be Categorically Exempt from the provisions of CEQA, under the general rule that it will have no potential to have an adverse impact on the environment.

**ATTACHMENT**

A. Ordinance

# ATTACHMENT “A”

ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING TITLE 6, CHAPTER 3, SOLID WASTE COLLECTION AND RECYCLING, TO DEFINE “OCCUPIED” AND CREATE A PROCESS FOR EXCEPTION FROM MANDATORY SERVICE

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

### SECTION 1:

Antioch Municipal Code Section 6-3.02 requires that all occupied structures subscribe to and maintain solid waste and recycling services from the City’s franchised operator. The Antioch Municipal Code does not define “occupied” for this purpose and, as a result, enforcement of this provision is compromised. Creation of a definition and a process for exception from mandatory service will allow for ordinary and consistent enforcement of this City requirement.

### SECTION 2:

The City Council determined on January 14, 2020, that, the project does not have the potential for causing a significant effect on the environment because and is therefore not subject to the California Environmental Quality Act (CEQA).

### SECTION 3:

The following Sections are hereby amended as follows:

#### ARTICLE I: SOLID WASTE COLLECTION AND RECYCLING

##### § 6-3.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*ADEQUATE SIZE or ADEQUATE LEVEL OF SERVICE.* The subscription to collection services from the franchised contractor of containers of sufficient size and/or frequency of service that all solid waste, green waste and/or recyclable materials are enclosed within the container with the top of the container in a fully closed position ready for collection.

*AGREEMENT.* A contract entered into between the city and the contractor providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the contractor’s collection and disposal of materials and the setting of rates and charges for services.

*CONTAINER.* An approved receptacle for the storage and disposal of solid waste, green waste or recyclable materials, including contractor-supplied receptacles such as carts, bins, or drop boxes (or roll- off box, debris box); and also including subscriber- supplied containers for extra materials set out for collection, however limited as to size and weight as specified in the franchise agreement.

*COMMERCIAL CONTAINER* shall refer to a receptacle supplied by the contractor to the subscriber and constructed of metal, plastic, or other suitable material in such a fashion as to be water-tight.

*CONTRACTOR or FRANCHISED CONTRACTOR.* The person or entity with whom the city contracts for the collection and disposal of solid waste, including rubbish, green waste, recyclable materials or other waste materials.

*GARBAGE.* See Solid Waste.

**GREEN WASTE.** All plant matter cut, trimmed, or pruned from the subscriber's premises, including grass, garden plants, flowers, and tree and shrubbery trimmings, but excluding cactus, palm fronds and bamboo.

**HAZARDOUS MATERIALS.** All materials which are defined as being hazardous to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Hazardous materials/waste may include those things which are not hazardous in and of themselves, but which may become hazardous in combination with other materials which may be found in the waste stream. Examples include, but are not limited to, fireworks, gunpowder, antifreeze, paint thinner, mineral spirits, paint, asbestos, insecticides, weed killer, household cleaners with lye or ammonia, and medicines.

**INFECTIOUS WASTE.** All waste materials which are defined as being injurious to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Examples include, but are not limited to, needles and syringes and other instruments used to administer medication, disposable diapers, rags or other materials used to clean areas infected by human or animal waste, and other materials contaminated with or exposed to infected or contagious persons, animals, or materials.

**OCCUPIED.** Any structure or property that is served by an active water account.

**RECYCLABLE MATERIALS.** Defined as and including glass, paper, cardboard, wood, concrete, plastic, used motor oil and filters, ferrous and non-ferrous metal, aluminum, and any other waste materials that are capable of being recycled. The terms *RECYCLE*, *RECYCLED* and *RECYCLING* each refer to the process of collecting, sorting, cleansing, treating, reconstituting and/or selling recycling materials, and returning them to use in the economy. It includes construction and demolition debris, including asphalt and concrete. (See regulations regarding management plan for construction and demolition debris, at § 6-3.201 et seq. of the Antioch Municipal Code.)

**REFUSE.** See Solid Waste.

**RUBBISH.** See Solid Waste.

**SALVAGE.** The authorized and controlled accumulation of Solid Waste materials for subsequent use. **SALVAGEABLE MATERIALS** refers to items that can be put to subsequent use.

**SOLID WASTE or WASTE.** All putrescible and non putrescible solid, semi-solid, and liquid wastes, including solid waste, trash, refuse, paper, rubbish, ashes, commercial and industrial wastes, green waste, construction and demolition debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. **SOLID WASTE or WASTE** include recyclable materials that are discarded by the generators of such materials and mixed waste which include both recyclable and non-recyclable materials. **SOLID WASTE or WASTE** does not include any of the following wastes: (1) hazardous waste, as defined in Public Resources Code Section 40141; (2) radioactive waste; and (3) medical waste regulated pursuant to the Medical Waste Management Act. It includes all recyclable materials that are discarded by the generator, and mixed waste. Solid Waste does not include exempt waste, as defined above.

(1) **REFUSE** refers to solid waste and rubbish. It does not include green waste or recyclable material that has been separated out for recycling, recovery or reuse.

(2) **RUBBISH** refers to non-putrescible solid wastes such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, plastics, rubber byproducts or litter.

**SPECIAL HANDLING MATERIALS.** All materials which are defined as requiring special handling for the public health and safety by federal, state, or county statutes, legislation, policies, or rules and regulations. **SPECIAL HANDLING MATERIALS** shall also mean those things which are not dangerous in and of themselves but which may impose a hazard to the public health when combined with other materials which may be found in a waste stream or disposal site, or which may contaminate water supplies or other facilities used by the public and not disposed of properly, or which cannot be conveniently handled using standard equipment and procedures. Examples include, but are not limited to, used automobile oil and filters, household cleaners which are not



inherently hazardous, and large-sized or bulk materials or materials too heavy to dispose of through the normal container process.

*SUBSCRIBER.* All persons, firms, corporations, or entities which generate or accumulate solid waste, rubbish, recyclable/salvageable materials, hazardous materials, infectious wastes, or special handling materials within the boundaries of the city as they may exist from time to time.

('66 Code, § 6-3.01) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07)

#### § 6-3.02 SOLID WASTE AND RECYCLING; MANDATORY SERVICE.

Unless special contractual arrangements have been made by the subscriber with the contractor for commercial containers, cart services, or otherwise, every subscriber described in this section shall be subject to the provisions of this section.

(A) Every owner, proprietor, person in possession, manager, or other person, firm, or corporation having the charge or control of any occupied boarding or lodging house, hotel, club, bar, restaurant or other eating place, or vegetable or food processing or handling establishment within the city shall subscribe to a level of solid waste and recycling service with the contractor that is sufficient to handle the volume of solid waste generated or accumulated on the premises.

(B) The owner, manager, person in possession, or other entity having the charge or control of any dwelling of four or less residential units, unless other contractual arrangements are made with the contractor, shall provide and keep at all times, for each unit, one solid waste cart and one recyclables cart of adequate size to contain in the appropriate containers, all solid waste produced or accumulated on the premises.

(C) The owner of any dwelling of five or more residential units or any commercial or industrial business, unless other contractual arrangements are made with the contractor, shall provide and keep at all times an adequate level of service including solid waste and recycling collection for all materials produced or accumulated on the premises.

(D) Every person, firm or corporation that generates and that is required by this chapter to dispose of solid waste, green waste and recyclable materials shall subscribe with the contractor for the collection of solid waste, green waste, and recyclable materials. In the case of any leased or rented single-family dwelling or leased or rented apartment, flat, duplex, or multi-family dwelling, the owner shall ensure that there is adequate collection and disposal service for each occupant residing therein and shall be responsible for the payment of the charges therefor.

(E) The contractor shall give written notice to the City Manager or his or her designee of the address of any commercial or industrial business or occupied premises within the city which is not furnished with the collection and disposal service provided by the contractor.

(F) Failure to subscribe for the collection of solid waste, rubbish and recyclable materials as required by this code is unlawful. In addition to the penalties provided in Chapter 2 of Title 1 of this code, failure to subscribe for the collection and disposal of solid waste, rubbish and recyclable materials may also result in abatement action by the city, including the city subscribing to the collection service on behalf of the property owner in incremental periods of six months and the imposition of a special assessment lien upon the property for recovery of costs thereof in accordance with the procedures set forth in §§ 1-5.09 and 5-1.309 of this code.

(G) If the city manager or his or her designee determines that any person, firm, corporation or entity has failed to subscribe for the collection of solid waste, rubbish, and recyclable materials as required by this code, a written notice may be sent to the person, firm, corporation or entity informing them of the violation and the requirements of this chapter. The notice shall direct the recipient to subscribe with the contractor within ten days after the date of the notice and the penalties for continued failure to comply.

(H) Any person, firm, corporation or other entity may apply for an exemption to the requirements of this chapter upon the showing that the premises are unoccupied. Such application shall be made on any form supplied by the city.

(I) No provision of this chapter shall be construed to prevent an owner from requiring the tenant to furnish the containers required by this chapter, or to subscribe for the collection of solid waste,

rubbish and recyclable materials; provided, however, that such arrangement does not excuse the owner of his or her obligations under this chapter if the tenant fails to comply.

(J) Nothing in this chapter shall be construed to prevent any person, firm, corporation, or entity from the periodically removing and disposing of rubbish from premises owned, managed or controlled by that person, unless the material removed includes hazardous, infectious or special handling materials, or to so remove the material would constitute a hazard to the public health or safety or would constitute a public nuisance, or unless such person, firm, corporation or entity is engaged in the business of hauling.

(K) Owners of a structure or property that is vacant but maintains water services for irrigation, property maintenance or similar purpose, may apply to the City Manager or designee for exception to the requirement for solid waste service. The conditions and terms of this exemption may be restricted.

('66 Code, § 6-3.02) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07)

SECTION 3:

Severability. If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 4:

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 forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 14<sup>th</sup> of January 2020, and passed and adopted at a regular meeting thereof, held on the 28<sup>th</sup> of January 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**Sean Wright, Mayor of the City of Antioch**

**ATTEST:**

---

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

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Zoe Merideth, Associate Planner *ZM*

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

**SUBJECT:** Zoning Ordinance Amendments for Family Day Care Homes and Planning Application Withdrawals (Z-19-05)

---

**RECOMMENDED ACTION**

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

1. Introduce an ordinance making text amendments to Chapter 5 of Title 9 of the Antioch Municipal Code regulating family day care homes.
2. Introduce an ordinance adding language to Chapter 5 of Title 9 of the Antioch Municipal Code regulating planning application withdrawals.

**FISCAL IMPACT**

The ordinance update to regulate family day care homes would have a minimal fiscal impact. Per state law, the City is no longer allowed to process an Administrative Use Permit or require a large family day care operator to obtain a business license from the City. In 2019, the Planning Division only processed three Administrative Use Permits for new large family day care homes, each with an application fee of \$523.00.

The Planning Division bills applicants on a time and material basis for large, complex projects and has flat fees to cover staff costs for less complex projects. By automatically deeming projects withdrawn, staff would stop working on a project and stop incurring costs on time and material projects. For projects with flat fees, the proposed ordinance states that any unused portion of the filing fee would be returned to the applicant. There would not be a fiscal impact to adopting the ordinance regulating planning application withdrawals.

**DISCUSSION**

The City of Antioch has undertaken minor zoning ordinance updates in order to comply with a new state law regarding family day care homes and to regulate the withdrawal of planning applications and actions.

### Family Day Care Homes

The California Health and Safety Code regulates family day care homes, which are facilities providing day care services to children in the providers' own homes. State law distinguishes a small family day care home, which is a facility with eight or fewer children, including children under 10 years of age who reside at the home, from a large family day care home, which is a facility with seven to 14 children, including children under 10 years of age who reside at the home. Based on these definitions, State law is ambiguous as to whether day care homes with seven or eight children should be classified as small or large family day care homes. In this ordinance update (Attachment A), staff has tried to clarify this confusion by defining a large day care home as a facility having nine to 14 children.

Currently, local jurisdictions must consider small family day care homes to be a residential use of property and are prohibited from requiring small family day care homes from obtaining zoning permits, business licenses, or any fees. Local jurisdictions have historically been permitted to regulate large family day care homes and require zoning permits, business licenses, and fees. The City of Antioch currently requires large family day care homes to obtain an Administrative Use Permit from the Planning Division and a business license from Finance. Planning staff evaluates a proposed facility's compliance with the zoning ordinance, including that the facility's layout minimizes noise and traffic impacts.

Governor Newsom signed SB 234 (Skinner) into law on September 5, 2019. SB 234 amends the Health and Safety Code to treat large family day care homes as a residential use of property, which is the same way a small family day care home is currently treated. Local jurisdictions are now prohibited from requiring zoning permits, such as an Administrative Use Permit, or business licenses for large family day care homes. As such, the City of Antioch is proposing to amend the zoning ordinance regulating family day care homes to comply with SB 234. This change does not affect the City's ability to regulate commercial day care centers at a commercial property, such as KinderCare, which require approval of a use permit prior to operation.

### Planning Application Automatic Withdrawal

The City of Antioch is also proposing to amend the zoning ordinance to regulate the withdrawal of planning applications and actions (Attachment B). Currently, the zoning code does not regulate the amount of time an applicant has to resubmit additional materials to the City after receiving a notice of incomplete application. Staff sends these notices to applicants if their submitted documents and plans do not meet the application submittal requirements. Staff has an obligation to process applications efficiently and make timely decisions. This is difficult for staff to accomplish when an application remains incomplete without a resubmittal for months or even years at a time. During this time, fees and regulations affecting the applications may change and staff must balance project workloads. This affects workloads because staff cannot know when to expect the timing

of a resubmittal that could come months later versus a submittal that with some certainty will be coming within 120 days.

The City of Antioch is proposing to require applicants to resubmit application materials within 120 calendar days following the date of a notice of incomplete application. In cases where unavoidable delays occur, an applicant may request an extension for up to 90 calendar days. If an applicant resubmits in a timely fashion and receives a second notice of incomplete application, the applicant will have another 120 calendar days to submit the requested information or request an extension. If a resubmittal is not received or an extension requested by the deadline, then the application shall be automatically deemed withdrawn. If the applicant would like the City to consider the project in the future, a new application and current application fee would be required.

The City Council recently approved a similar automatic withdrawal standard in the Wireless Communications Facilities City Council Policy (Wireless Policy) adopted on June 11, 2019. The Wireless Policy shortens the resubmittal time frame to 90 days for wireless communications facilities due to the federal “shot clocks” that limit processing time. This proposed ordinance update would not affect the timeframes in the Wireless Policy. Staff is recommending the 120-calendar day timeframe for other types of applications to account for large, complex projects that can require time intensive resubmittals. The 120-calendar day timeframe should be ample time to resubmit application materials for the typical applicant that is diligently processing their application.

#### Planning Commission Meeting

The Planning Commission heard this item at their November 20, 2019 meeting. The Planning Commission voted 5-0, with two members absent, to recommend approval of this item. Draft meeting minutes from the meeting are included as Attachment D.

#### Environmental

Pursuant to California Environmental Quality Act (“CEQA”) Guidelines § 15378 and California Public Resources Code § 21065, the proposed ordinances are not a “project” because their adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. Accordingly, this Ordinance is not subject to CEQA.

Even if these ordinances qualified as a “project” subject to CEQA, pursuant to CEQA Guidelines § 15061(b)(3) (or the so-called “common sense exemption”), there is no possibility that this project will have a significant impact on the physical environment. The ordinances do not directly or indirectly authorize or approve any actual changes in the physical environment. Accordingly, the ordinances would be exempt from CEQA under the common-sense exemption.

Furthermore, pursuant to CEQA Guidelines § 15274, the establishment of family day care homes are statutorily exempt from CEQA.

**ATTACHMENTS**

- A. Ordinance Regulating Family Day Care Homes
- B. Ordinance Regulating Planning Application Withdrawals
- C. Current Antioch Municipal Code Sections Regulating Family Day Care Homes
- D. Draft Planning Commission Meeting Minutes from November 20, 2019

**ATTACHMENT “A”**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AMENDING SECTIONS 5.203, 5.3817, AND 5.3832, AMENDING TABLE  
5.3803, AND REPEALING SECTION 5.3818 OF TITLE 9 OF THE  
ANTIOCH MUNICIPAL CODE RELATING TO  
SMALL AND LARGE FAMILY DAY CARE HOMES**

**WHEREAS**, on September 5, 2019, Governor Newsom signed Senate Bill 234 (“**SB 234**”) (Skinner, Chapter 244) into law, amending the Health and Safety Code relating to family day care homes, including requiring all local ordinances to treat family day care homes as a residential use of property;

**WHEREAS**, pursuant to Health and Safety Code section 1597.45(a), a small or large family day care home shall be considered a residential use of property for all City ordinances, including zoning ordinances;

**WHEREAS**, pursuant to Health and Safety Code section 1597.45(b), the City cannot impose a business license, fee, or tax on a small or large family day care home;

**WHEREAS**, the use of a home as a small or large family day care home does not constitute a change of occupancy for purposes of the State Housing Law or local building codes;

**WHEREAS**, this Ordinance would conform the Antioch Municipal Code to SB 234, which takes effect on January 1, 2020;

**WHEREAS**, Health and Safety Code section 1596.78 defines a “large family daycare home” to mean a “facility that provides care, protection, and supervision for 7 to 14 children...” and a “small family daycare home” to mean a “facility that provides care, protection, and supervision for eight or fewer children...”;

**WHEREAS**, Health and Safety Code section 1596.78 is ambiguous as to whether day care homes with 7 or 8 children should be classified as a small or large family day care home;

**WHEREAS**, the City wishes to clarify this confusion by defining a “large family day care home” to apply to facilities with 9 to 14 children;

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on November 20, 2019 at which time a resolution was approved to initiate and recommend to the City Council that this ordinance be adopted; and

**WHEREAS**, the City Council held a duly noticed public hearing on January 14, 2020 at which time all interested persons were allowed to address the City Council regarding adoption of this ordinance.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Antioch, California, does hereby ordain as follows:

**SECTION 1. Recitals.** The above recitals are incorporated by reference as though set forth in this section.

**SECTION 2.** Section 5.203 of Title 9 of the Antioch Municipal Code is hereby amended, in part, to revise the following definitions to read as follows:

**FAMILY DAY CARE HOME (LARGE).** A dwelling which provides licensed care, protection and supervision for 9 to 14 children, including children under the age of 10 who reside at the home, for periods of less than 24 hours per day.

**FAMILY DAY CARE HOME (SMALL).** A dwelling which provides licensed care, protection and supervision for eight or fewer children, including children under the age of 10 who reside at the home, for periods of less than 24 hours per day.

**SECTION 3.** Table 5.3803 of Title 9 of the Antioch Municipal Code is hereby amended, in part, to read as follows:

	RE RR	R-4 R-6	R-10	R-20	R-25	R-35	PB C	C-0	C-1	C-2	C-3	M CR	W F	OS	M-1	M-2	H	ES 9	CB
<b>RESIDENTIAL USES</b>																			
Day care: large family (§ <a href="#">9-5.3817</a> )	P	P	P	P	P	P	—	—	—	—	—	—	—	—	—	—	—	*	—
Day care: small family (§ <a href="#">9-5.3817</a> )	P	P	P	P	P	P	—	—	—	—	—	—	—	—	—	—	—	*	—



**SECTION 4.** Section 9-5.3817 of Title 9 of the Antioch Municipal Code is hereby amended to read as follows:

**§ 9-5.3817 SMALL AND LARGE FAMILY DAY CARE HOMES.**

The use of a dwelling as a small or large family day care home shall be considered a residential use of property. No business license fee or tax shall be imposed by the City for the privilege of operating a small family or large family day care home. Also, such use of a residence shall not constitute a change of occupancy for the purposes of the State Housing Law and the Uniform Building Code.

Small and large family day care homes shall comply with all building code standards, standards established by the State Fire Marshal, and state licensing requirements.

**SECTION 5.** Section 5.3818 of Title 9 of the Antioch Municipal Code is hereby repealed.

**SECTION 6.** Section 5.3832 of Title 9 of the Antioch Municipal Code is hereby amended to read as follows:

**§ 9-5.3832 CHURCHES, PRESCHOOLS, PRIVATE ELEMENTARY, MIDDLE AND HIGH SCHOOLS, AND DAY CARE CENTERS IN RESIDENTIALLY ZONED DISTRICTS.**

(A) Location.

- (1) Required use permits for churches, preschools. Private elementary schools, private middle and high schools, and day care centers may be approved only if the proposed facility is:
  - (a) Located on an arterial or collector street where single-family homes are not fronting the street; and
  - (b) At the periphery of neighborhoods where traffic through the residential neighborhood can be minimized and adequate buffers between the use and the neighborhood can be maintained.
  - (c) Use permits may be issued for churches notwithstanding divisions (b) and (c) if conditions are imposed to mitigate potential impacts.
- (2) Small and large family day care homes may be located within residential zones, as outlined in § 9-5.3803.

(B) Buffering. All churches, preschools, private elementary schools, private middle and high schools, and day care centers shall be provided with an

adequate buffer along any common boundaries with residential uses and shall be subject to a use permit.

- (C) Lighting. All exterior lighting shall be reflected away from public thoroughfares and adjacent residential properties.
- (D) Public schools are regulated by the state and are therefore exempt from the preceding requirements. Public schools do, however, need to be consistent with the city's General Plan.

**SECTION 7. CEQA.** Pursuant to Health and Safety Code section 1597.45(d), small or large family day care homes are not subject to the California Environmental Quality Act.

Pursuant to the California Environmental Quality Act (“**CEQA**”) Guidelines § 15378 and California Public Resources Code § 21065, the City Council finds that this Ordinance is not a “project” because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. Accordingly, this Ordinance is not subject to CEQA.

Even if this Ordinance qualified as a “project” subject to CEQA, the City Council finds that, pursuant to CEQA Guidelines § 15061(b)(3), (the so called “common sense exemption”) there is no possibility that this project will have a significant impact on the physical environment. The ordinance update to allow make large family day care homes a permitted use does not directly or indirectly authorize or approve any actual changes in the physical environment.

**SECTION 8. Conflicts with Prior Ordinances.** If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date of this section, the provisions in this Ordinance will control.

**SECTION 9. Severability.** Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

**SECTION 10. Publication; Effective Date.** This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

I, Arne Simonsen, City Clerk of the City of Antioch, hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 14th day of January 2020 and passed and adopted at a regular meeting thereof held on the [\_\_\_] day of [\_\_\_\_\_], 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**Sean Wright, Mayor**

**ATTEST:**

---

**Arne Simonsen, City Clerk**

**ATTACHMENT "B"**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ADDING SECTION 5.3847 TO TITLE 9 OF THE ANTIOCH MUNICIPAL  
CODE RELATING TO AUTOMATIC WITHDRAWALS OF PLANNING  
APPLICATIONS AND ACTIONS**

**WHEREAS**, the City of Antioch ("**City**") regularly receives incomplete applications for planning approvals;

**WHEREAS**, the City Council wishes to impose a deadline that would cause incomplete planning applications to be deemed withdrawn without prejudicing the applicant's ability to file a new application;

**WHEREAS**, applying such a deadline to incomplete applications would promote efficient review and timely decisions, and would mitigate unreasonable delays caused by chronically incomplete applications;

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on November 20, 2019 at which time a resolution was approved to initiate and recommend to the City Council that this Ordinance be adopted; and

**WHEREAS**, the City Council held a duly noticed public hearing on January 14, 2020, at which time all interested persons had an opportunity to address the City Council concerning the adoption of this Ordinance.

**NOW, THEREFORE**, the City Council of the City of Antioch, California, does hereby ordain as follows:

**SECTION 1. Recitals.** The above recitals are incorporated by reference as though set forth in this section.

**SECTION 2. Amendment.** Section 5.3847 is hereby added to Title 9 of the Antioch Municipal Code to read in full as set forth below:

**§ 9-5.3847 WITHDRAWALS OF PLANNING APPLICATIONS AND ACTIONS.**

All planning applications and actions shall be automatically deemed withdrawn, without any further action by the Community Development Department, when the applicant fails to tender a substantive response to the Community Development Department within 120 calendar days following the date of the written notice of an incomplete application. The Zoning Administrator, may in the Zoning Administrator's discretion, grant a written extension for up to an additional 90 calendar days when the applicant submits a written request prior to the 120th day that shows good cause to grant the extension. Delays due to circumstances outside the applicant's reasonable control will be considered good cause to grant the extension.

When an application is deemed withdrawn, or has been withdrawn by the applicant, the Zoning Administrator shall return the entire application package to the applicant, including accompanying information and any portion of the filing fee not used in processing up to the point of withdrawal. The return application shall also be accompanied by a letter explaining the requirements for refiling. A withdrawn application may be refiled at any time, provided the withdrawn applicant submits a new application and associated application fees.

**SECTION 3. CEQA.** Pursuant to the California Environmental Quality Act (“CEQA”) Guidelines § 15378 and California Public Resources Code § 21065, the City Council finds that this Ordinance is not a “project” because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. Accordingly, this Ordinance is not subject to CEQA.

Even if this Ordinance qualified as a “project” subject to CEQA, the City Council finds that, pursuant to CEQA Guidelines § 15061(b)(3), (the so called “common sense exemption”) there is no possibility that this project will have a significant impact on the physical environment. The withdrawal of planning applications does not directly or indirectly authorize or approve any actual changes in the physical environment.

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

**SECTION 5. Publication; Effective Date.** This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

I, Arne Simonsen, City Clerk of the City of Antioch, hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 14<sup>th</sup> day of January 2020 and passed and adopted at a regular meeting thereof held on the [\_\_\_] day of [\_\_\_\_\_], 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**Sean Wright, Mayor**

**ATTEST:**

---

**Arne Simonsen, CMC, City Clerk**

**ATTACHMENT “C”**

**Current Antioch Municipal Code Sections Regulating  
Family Day Care Homes**

**§ 9-5.203 DEFINITIONS. (Excerpted)**

***FAMILY DAY CARE HOME (SMALL).*** A home which provides family day care to eight or fewer children, inclusive on a less than 24 hour-a-day basis, including children under the age of 12 who reside in the home.

***FAMILY DAY CARE HOME (LARGE).*** A home which provides family day care to nine to 14 children, inclusive, on a less than 24 hour-a-day basis, including children under the age of 12 who reside in the home.

**§ 9-5.3803 TABLE OF LAND USE REGULATIONS. (Excerpted)**

	RE RR	R- 4 R- 6	R- 10	R- 20	R- 25	R- 35	PB C	C- 0	C- 1	C- 2	C- 3	M CR	W F	OS	M- 1	M- 2	H	ES 9	CB
<b>RESIDENTIAL USES</b>																			
Day care: large family (§ 9-5.3817)	A	A	A	A	A	A	—	—	—	—	—	—	—	—	—	—	—	*	—
Day care: small family (§ 9-5.3817)	P	P	P	P	P	P	—	—	—	—	—	—	—	—	—	—	—	*	—

**§ 9-5.3817 SMALL FAMILY DAY CARE.**

The use of single-family residences as small family day care homes shall be considered a residential use of property. No business license fee or tax shall be imposed for the privilege of operating a small family day care home. Also, such use of a residence shall not constitute a change of occupancy for the purposes of the Uniform Building Code, however, small family day care homes shall contain a fire extinguisher or smoke detector device, or both, which meets standards established by the State Fire Marshal.

(Ord. 897-C-S, passed 10-25-94) Penalty, see § 9-5.2904

**§ 9-5.3818 LARGE FAMILY DAY CARE.**

(A) Large family day care homes shall be allowed in single-family residences located on residentially zoned lots provided an administrative use permit is first obtained from the Zoning Administrator before such use shall be authorized.

(B) The requirements for the issuance of an administrative use permit are as follows:

(1) The fees imposed for the permit shall not exceed the costs of the permit review process. The Director of Development Services is authorized to establish the fee, and amend it from time to time, to reflect such actual cost.

(2) Site factors to be considered shall include, but not be limited to, available play area, local traffic and street design, and impacts on surrounding land uses.

(3) No administrative use permit shall be issued if there is another approved large family day care home operating adjacent to the proposed site or if the granting of the permit will result in a residence being bounded on more than one side by a large family day care facility.

(4) If the operator is to have more than one employee or care provider other than himself or herself, off-street parking shall be provided for each such additional employee or provider.

(5) Garages shall be prohibited for use as a family day care area.

(6) The Zoning Administrator shall determine that the layout of the site, particularly the location of the outdoor play areas, minimize any noise impact on surrounding residences. In addition, the playing of any radio, stereo, cassette deck, phonograph, or other musical device or instrument in a loud or disturbing manner shall be prohibited. Upon the receipt of complaints regarding noise from neighbors, the Zoning Administrator shall have the authority to begin revocation proceedings as specified in this chapter for use permits, or the Zoning Administrator may impose reasonable requirements for sound attenuation, such as the construction of sound-buffering walls or fences.

(7) There shall be no sign or other exterior evidence identifying the day care operation.

(a) Upon the Zoning Administrator determining that the applicant meets the standards set forth above he or she shall issue the administrative use permit without a hearing or notice.

(b) Large family day care homes shall be subject to state laws and to the regulations adopted by the State Fire Marshal but shall not be subject to the requirements of the California Environmental Quality Act. The use of a single-family home for a large family day care home shall not constitute a change of occupancy for the purposes of local Uniform Building Codes, except to the extent of any additional standards designed to promote the fire and life safety of children adopted by the State Fire Marshal.

(c) Nothing in this section shall be deemed to preclude the city from abating a public nuisance.

(d) This section shall apply to large family day care homes which have not been issued a license from the state on or before April 10, 1986.

(Ord. 897-C-S, passed 10-25-94) Penalty, see § 9-5.2904

### **§ 9-5.3832 CHURCHES, PRESCHOOLS, PRIVATE ELEMENTARY, MIDDLE AND HIGH SCHOOLS, AND DAY CARE CENTERS IN RESIDENTIALLY ZONED DISTRICTS.**

(A) Location.

(1) Required use permits for churches, preschools. Private elementary schools, private middle and high schools, and day care centers may be approved only if the proposed facility is:

(a) Located on an arterial or collector street where single family homes are not fronting the street; and



(b) At the periphery of neighborhoods where traffic through the residential neighborhood can be minimized and adequate buffers between the use and the neighborhood can be maintained.

(c) Use permits may be issued for churches notwithstanding divisions (b) and (c) if conditions are imposed to mitigate potential impacts.

(2) Subject to required administrative use permits, large family day care homes and permitted small family day care homes may be located within residential zones, as outlined in § 9-5.3803.

(B) Buffering. All churches, preschools, private elementary schools, private middle and high schools, and day care centers shall be provided with an adequate buffer along any common boundaries with residential uses, and shall be subject to a use permit.

(C) Lighting. All exterior lighting shall be reflected away from public thoroughfares and adjacent residential properties.

(D) Public schools are regulated by the state, and are therefore exempt from the preceding requirements. Public schools do, however, need to be consistent with the city's General Plan.

(Ord. 1064-C-S, passed 12-13-05)

**ATTACHMENT “D”**

**CITY OF ANTIOCH  
PLANNING COMMISSION**

**Regular Meeting  
6:30 p.m.**

**November 20, 2019  
Antioch Community Center**

Vice Chair Schneiderman called the meeting to order at 6:33 P.M. on Wednesday, November 20, 2019 in the City Council Chambers. She stated that all items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 P.M. on Wednesday, November 27, 2019.

**ROLL CALL**

Present: Commissioners Motts, Soliz, Martin, Zacharatos and Vice Chair Schneiderman  
Absent: Commissioner Parsons and Chair Turnage  
Staff: Director of Community Development, Forrest Ebbs  
Associate Planner, Zoe Merideth  
City Attorney, Thomas Lloyd Smith  
Minutes Clerk, Kitty Eiden

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

None.

**CONSENT CALENDAR**

- 1. Approval of Minutes: A. August 21, 2019  
B. September 4, 2019**

Commissioner Motts requested items A and B be considered separately due to his absence at the August 21, 2019 meeting.

***On motion by Commissioner Martin, seconded by Commissioner Soliz, the Planning Commission approved the minutes of August 21, 2019, as presented. The motion carried the following vote:***

***AYES: Schneiderman, Martin and Soliz  
NOES: None  
ABSTAIN: Motts and Zacharatos  
ABSENT: Parsons and Turnage***

***On motion by Commissioner Martin, seconded by Commissioner Zacharatos, the Planning Commission approved the minutes of September 4, 2019, as presented. The motion carried the following vote:***

**AYES:** *Schneiderman, Motts, Martin, Soliz and Zacharatos*  
**NOES:** *None*  
**ABSTAIN:** *None*  
**ABSENT:** *Parsons and Turnage*

## **NEW PUBLIC HEARING**

- 2. Z-19-05 – Zoning Ordinance Amendments for Family Daycare Homes and Planning Application Withdrawals** – The City of Antioch requests minor zoning ordinance amendments. The first amendment would update the zoning code for family daycare homes to comply with SB 234 signed by Governor Newsom. The second amendment would regulate the withdrawal of planning applications and automatically deem incomplete applications withdrawn if resubmittals are not received in a timely manner. Both zoning ordinance amendments would apply citywide. Both ordinance amendments are not considered projects under the California Environmental Quality Act (CEQA), and are, therefore, not subject to CEQA.

Associate Planner Merideth presented the staff report dated November 15, 2019 recommending the Planning Commission 1) Approve the attached resolution recommending that the City Council adopt the ordinance (Exhibit 1 to the resolution) making text amendments to chapter 5 of title 9 of the Antioch Municipal Code regulating family day care homes; 2) Approve the attached resolution recommending that the City Council adopt the ordinance (Exhibit 1 to the resolution) adding language to chapter 5 of title 9 of the Antioch Municipal Code regulating application withdrawals.

In response to Commissioner Martin, Associate Planner Merideth explained that Attachment A was the current ordinance and Attachment B was the proposed text amendments.

Commissioner Soliz questioned if the ordinance could be applied to a home where adults resided and used to create homeless shelters throughout the City.

Associate Planner Merideth responded that small and large family day care homes had to go through Community Care Licensing, who had very specific regulations.

City Attorney Smith added that this ordinance could not be applied to circumvent the normal permitting process for a homeless shelter and would specifically apply to family day care homes.

In response to Commissioner Motts, Associate Planner Merideth explained that there was a differentiation between child day care and adult day care.

Vice Chair Schneiderman opened and closed the public hearing with no members of the public requesting to speak.

**RESOLUTION NO. 2019-26**

***On motion by Commissioner Motts, seconded by Commissioner Martin, the Planning Commission unanimously approved the attached resolution recommending that the City Council adopt the ordinance (Exhibit 1 to the resolution) making text amendments to chapter 5 of title 9 of the Antioch Municipal Code regulating family day care homes.***

**AYES:** Schneiderman, Motts, Martin, Soliz and Zacharatos  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Parsons and Turnage

**RESOLUTION NO. 2019-27**

***On motion by Vice Chair Schneiderman, seconded by Commissioner Zacharatos, the Planning Commission members present unanimously approved the attached resolution recommending that the City Council adopt the ordinance (Exhibit 1 to the resolution) adding language to chapter 5 of title 9 of the Antioch Municipal Code regulating application withdrawals. The motion carried the following vote:***

**YES:** Schneiderman, Motts, Martin, Soliz and Zacharatos  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Parsons and Turnage

**NEW ITEM**

- 3. AR-19-13 - Quail Cove Design Review** - The applicant, Albert D. Seeno Construction, requests Design Review approval of architecture for the Quail Cove subdivision.

Director of Community Development Ebbs presented the staff report dated November 12, 2019 recommending the Planning Commission approve AR-19-13, subject to the conditions contained in the staff reports resolution.

In response to Commissioner Soliz, Director of Community Development Ebbs explained that the retention basin was engineered to percolate and active recreational use or turf would not percolate to the standards required by federal law.

Director of Community Development Ebbs explained that a memo before the Commission was requesting that if there were a motion to approve, that condition C3 be stricken.

Leticia Randels, Albert D. Seeno Construction Company, reported they had worked closely with staff to meet all of the City's applicable design guidelines and conditions of approval. She stated she was available to answer questions this evening.

In response to Commissioner Soliz, Ms. Randels stated she was unsure of the price point of these models. She explained that the detention basin was meant to percolate; however, the nearest public park was only a 10-minute walk from this subdivision.

Vice Chair Schneiderman closed the public hearing.

Commissioner Martin spoke in support of the project. He noted his only concern was for the houses that fronted onto Prewett Ranch Drive. He suggested staff consider that issue for future developments.

Commissioner Soliz spoke in support of the project. He questioned if the Fire Department had approved the circulation pattern for the project.

Director of Community Development Ebbs responded that the fire department was happy with the design.

Commissioner Zacharatos spoke in support of the design of the project and the inclusion of the single-story products.

Vice Chair Schneiderman agreed with Commissioner Zacharatos and spoke in support of the project.

Commissioner Motts agreed with the Commission.

A motion was made by Commissioner Motts and seconded by Commissioner Soliz, to approve AR-19-13, subject to the conditions contained in the staff reports resolution deleting project specific condition C3.

*Following discussion, the motion was amended as follows:*

**RESOLUTION NO. 2019-28**

***On motion by Commissioner Motts, seconded by Commissioner Soliz, the Planning Commission members present unanimously approved AR-19-13, subject to the conditions contained in the staff reports resolution deleting project specific condition G3.***

**AYES:** *Schneiderman, Motts, Martin, Soliz and Zacharatos*  
**NOES:** *None*  
**ABSTAIN:** *None*  
**ABSENT:** *Parsons and Turnage*

## **ORAL COMMUNICATIONS**

Director of Community Development Ebbs reported that the Planning Commission's recommendation on the Residential Growth Management Ordinance was forwarded to the City Council and accepted; however, the state passed a new bill that may prohibit city's from having a moratorium or growth metering programs. He noted staff was considering the implications of the new bill and it may be necessary to bring forward an item that would remove the code amendment. He further noted that Council appreciated the Planning Commission's creativity with regards to exempting affordable housing projects.

## **WRITTEN COMMUNICATIONS**

None.

## **COMMITTEE REPORTS**

Commissioner Motts reported on his attendance at the TRANSPLAN meeting.

## **ORAL COMMUNICATIONS – Continued**

Director of Community Development Ebbs reported that he would be taking a resolution to the City Council on December 10, 2019 nominating the Northern Waterfront Industrial area for a Priority Production area through Association of Monterey Bay Area Governments (AMBAG) and Metropolitan Transportation Commission (MTC). He noted the idea was the creation of programs and incentives to promote job growth. He announced that he was sitting on a Regional Housing Needs Assessment (RHNA) Methodology Committee to determine the methodology by which the RHNA numbers were assigned. He reported the trend was to assign housing numbers to job growth locations.

In response to Commissioner Martin, Director of Community Development Ebbs stated it would not affect the Urban Limit Line; however, it would affect the General Plan Amendment and infill sites. He noted transportation was a large part of RHNA considerations. He further noted unmet demand may find its way to Antioch.

In response to Commissioner Motts, Director of Community Development Ebbs reported that they had finished the first grant cycle for the Habitat Conservation Plan (HCP) and it was currently being held up for another round of funding to complete the project.

Commissioner Motts requested an update on the status of the Viera Avenue project.

Commissioner Soliz stated consideration could be given for revenue sharing with communities that provided housing. He reported that he had developed some strategies

for economic development in the Wilbur Avenue corridor and he offered to share that information with staff.

Director of Community Development Ebbs stated he would like Economic Development Director Reed to bring information to the Commission on the plans for economic development at the waterfront.

Commissioner Martin thanked staff for repairing the “G” Street off ramp.

**ADJOURNMENT**

*On motion by Vice Chair Schneiderman, seconded by Commissioner Motts the Planning Commission unanimously adjourned the meeting at 7:15 P.M. The motion carried the following vote:*

**AYES:** *Schneiderman, Motts, Martin, Soliz and Zacharatos*  
**NOES:** *None*  
**ABSTAIN:** *None*  
**ABSENT:** *Parsons and Turnage*

Respectfully submitted:  
KITTY EIDEN, Minutes Clerk

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *TLS*  
**SUBJECT:** Information on the Appointment of Board, Commission, and Committee Members

---

**RECOMMENDED ACTION**

It is recommended that the City Council receive and file this staff report.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**DISCUSSION**

**A. Introduction**

The powers of a general law city are expressly conferred upon it by the Legislature or required by those powers expressly granted or essential to the purposes of the city. A general law city cannot act contrary to state statute.

Government Code section 349001 permits the voters of a general law city to determine whether to have an elected mayor. When a general law city has an elected mayor, appointment power rests with the city's elected mayor, but that the mayor's selections are subject to the approval of the city council.

The State Legislature intended to create a system of checks and balances by placing the appointment authority in the hands of the elected mayor, while giving the city council the right to reject mayoral appointments. Therefore, the appointment power of an elected mayor of a general law city extends to appointments that a city ordinance requires to be made by the city council.

**B. Mayors of General Law Cities Have Statutory Appointment Authority**

Government Code section 40605 provides this authority by stating as follows:



“In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.”

When Government Code section 40605 applies, it is the mayor's prerogative to make the appointment and the city council's responsibility to approve or reject the appointment.<sup>1</sup>

The city council of a general law city may not dictate to the mayor who the appointee must be nor can it constrain the mayor's appointment power to certain districts. The council's role under the statute begins and ends with approving or rejecting an appointment submitted to it by the mayor.

### **C. Mayors of General Law Cities Appoint Members of City Boards, Commissions and Committees, Unless a State Statute Provides Otherwise**

The mayoral appointment authority extends to "all appointments to boards, commissions, and committees . . . ." (Government Code § 40605) There is no express limitation that confines the power of appointment to bodies that are entirely within city government.

The appointment power of an elected mayor of a general law city extends to appointments to regional boards, commissions, and committees, unless a state statute specifically states otherwise.<sup>2</sup> That being said, the mayoral appointment is subject to the approval of the city council.

#### **1. The Mayor's Appointment Authority Extends to Planning Commissions and is not Prohibited by Government Code section 65101**

The statutory appointment authority of mayors applies to planning commissions. Government Code section 65101 specifically addresses planning commissions by stating:

“The legislative body may create one or more planning commissions each of which shall report directly to the legislative body. The legislative body shall specify the membership of the commission or commissions.<sup>3</sup> In any event, each planning commission shall consist of at least five members, all of whom shall act in the public interest. If it creates more than one planning commission, the legislative body shall prescribe the issues, responsibilities, or geographic jurisdiction

---

<sup>1</sup> Section 40605 is similar to the "advice and consent" provision of the United States Constitution. (U.S. Const., art. II, § 2(2); see *Board Of County Commissioners of the County of Bernalillo v. Padilla* (N.M. App. 1990) 804 P. 2d 1097, 1106 [use of expression "with the approval" establishes advice and consent relationship].)

<sup>2</sup> Certain state statutes provide that some regional boards, commissions, and committees do not have their members selected by mayoral appointments. In addition, the composition of an agency's governing body a joint powers agency established under the Joint Exercise of Powers Act (§§ 6500-6599) is controlled by the terms of the joint powers agreement. (§ 6508; see 78 Ops.Cal.Atty.Gen. 60, 65 (1995); 57 Ops.Cal.Atty.Gen. 295, 301 (1974).) However, if the agreement is silent on how the selection is to be made, section 40605 requires the mayor to make the appointment subject to the approval of the city council.

<sup>3</sup> The “legislative body” of a general law city means its city council. (Government Code §§ 34000, 36501(a).)

assigned to each commission. If a development project affects the jurisdiction of more than one planning commission, the legislative body shall designate the commission which shall hear the entire development project.”

Even the statement in Government Code section 65101 that the “legislative body shall specify the membership of the commission or commissions” is not sufficient to override the clear appointment authority given to general law mayors in Government Code section 40605. The Legislature’s use of the word “specify,” and not the word “appoint,” in Government Code section 65101 fails to meet the test of specifically providing for non-mayoral appointments of planning commission members as required by section 40605.<sup>4</sup>

## 2. The Mayor’s Appointment Authority Extends to City Council Committees

The mayoral appointment power applies to appointments of city council members to committees of the city council. Committees means committees that consist solely of city council members and that are established for the purpose of facilitating the conduct of the city council’s legislative business. These committees exist at the pleasure of the council to perform its functions in an efficient manner. Unless a state statute specifically states differently, the appointment power of an elected mayor of a general law city extends to appointments to committees of the city council, subject to the approval of the majority of the city council.<sup>5</sup>

## ATTACHMENTS

### A. California Attorney General Opinion No. 05-914 (Aug. 14, 2006)

---

<sup>4</sup> See California Attorney General Opinion No. 05-914 (August 14, 2006) (stating “If the Legislature had intended to authorize city councils to appoint the individual members of a planning commission, rather than to approve all appointments made by the mayor, it could have easily done so by phrasing section 65101 in terms of “specify and appoint.” It is a well known principle of statutory construction that “ ‘[e]xceptions to the general rule of a statute are to be strictly construed.’ ” (City of Lafayette v. East Bay Mun. Utility Dist. (1993) 16 Cal.App.4th 1005, 1017.))

<sup>5</sup> See California Attorney General Opinion No. 97-1103 (Feb. 13, 1998)

TO BE PUBLISHED IN THE OFFICIAL REPORTS

OFFICE OF THE ATTORNEY GENERAL  
State of California

BILL LOCKYER  
Attorney General

---

OPINION	:	No. 05-914
	:	
of	:	August 14, 2006
	:	
BILL LOCKYER	:	
Attorney General	:	
	:	
MARC J. NOLAN	:	
Deputy Attorney General	:	
	:	

---

THE HONORABLE LOIS WOLK, MEMBER OF THE STATE ASSEMBLY,  
has requested an opinion on the following question:

Does the appointing power of an elected mayor of a general law city extend  
to the appointment of the members of the city's planning commission?

CONCLUSION

The appointing power of an elected mayor of a general law city extends to the  
appointment of the members of the city's planning commission, but each appointment must  
have the approval of the city council.

## ANALYSIS

As distinguished from a city operating under a city charter, a general law city has only those powers expressly granted to it by the Legislature, together with such powers that are necessarily incident to those expressly granted or essential to the declared object and purposes of the municipal corporation; a general law city may not act contrary to state statute. (See *Irwin v. City of Manhattan Beach* (1966) 65 Cal.2d 13, 20-21; *Martin v. Superior Court* (1991) 234 Cal.App.3d 1765, 1768; 81 Ops.Cal.Atty.Gen. 75, 76 (1998).) Government Code section 34900<sup>1</sup> permits the voters of a general law city to determine whether to have an elected mayor. In the context of a general law city that has an elected mayor, we are asked whether the members of the planning commission are to be appointed by the mayor or by the city council. We conclude that this appointment power rests with the city's elected mayor, but that the mayor's selections are subject to the approval of the city council.

Our analysis begins with section 40605, which generally directs the mayor of a general law city to make all appointments to city boards, commissions, and committees with the approval of the city council:

“In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.”

With specific regard to a city planning commission, subdivision (a) of section 65101 states:

“The legislative body may create one or more planning commissions each of which shall report directly to the legislative body. *The legislative body shall specify the membership of the commission or commissions.* In any event, each planning commission shall consist of at least five members, all of whom shall act in the public interest. If it creates more than one planning commission, the legislative body shall prescribe the issues, responsibilities, or geographic jurisdiction assigned to each commission. If a development project affects the jurisdiction of more than one planning commission, the legislative body shall designate the commission which shall hear the entire development project.” (Italics added.)

---

<sup>1</sup> All further references to the Government Code are by section number only.

The “legislative body” of a general law city is its city council. (§§ 34000, 36501, subd. (a).) Does the directive in section 65101, subdivision (a), that “the legislative body shall specify the membership” of a planning commission make this statute an exception to the general mandate of section 40605 directing the mayor, with the approval of the city council, to make all appointments to city commissions? Has subdivision (a) of section 65101 “otherwise specifically provided” an alternative to the mayor-city council appointment process?

To answer this question, we apply well established principles of statutory construction. “When interpreting a statute our primary task is to determine the Legislature’s intent. [Citation.]” (*Freedom Newspapers, Inc. v. Orange County Employees Retirement System* (1993) 6 Cal.4th 821, 826.) “In determining intent, we look first to the language of the statute, giving effect to its ‘plain meaning.’ ” (*Kimmel v. Goland* (1990) 51 Cal.3d 202, 208-209.) “Of course, we interpret a statute in context, examining other legislation on the same subject, to determine the Legislature’s probable intent. [Citations.]” (*California Teachers Association v. Governing Bd. of Rialto Unified School Dist.* (1997) 14 Cal.4th 627, 642.)

Applying these rules of construction, we find that the key word “specify,” as used in the context of section 65101, means something other than “appoint.” In related statutory schemes, the Legislature has distinguished between the two terms. For example, Health and Safety Code section 101525, subdivision (b), states in part:

“. . . The enabling ordinance shall specify the membership of the authority, the qualifications of members, the manner of appointment, selection, or removal of members, and their term of office, and any other matters that the board of supervisors deems necessary or convenient for the conduct of the authority’s activities . . . .”

Similarly, Health and Safety Code section 101850, subdivision (c) provides:

“A hospital authority established pursuant to this chapter shall be governed by a board that is appointed, both initially and continually, by the Board of Supervisors of the County of Alameda. . . . The enabling ordinance shall specify the membership of the hospital authority governing board, the qualifications for individual members, the manner of appointment, selection, or removal of governing board members, their terms of office, and all other matters that the board of supervisors deems necessary or convenient for the conduct of the hospital authority’s activities.”

Welfare and Institutions Code section 14087.31, subdivision (c), states:

“The enabling ordinance shall specify the membership of the county commission, the qualifications for individual members, the manner of appointment, selection, or removal of commissioners, and how long they shall serve, and any other matters as the board of supervisors deems necessary or convenient for the conduct of the county commission’s activities. Members of the commission shall be appointed by the county board of supervisors . . . .”

Other examples may be given of the Legislature’s use of the term “specify” in a manner that is distinguished from its use of the term “appoint.” (See, e.g., Welf. & Inst. Code, §§ 14087.38, subd. (c); 14087.51, subd. (e); 14087.52, subd. (d); 14087.53, subd. (c); 14087.54, subd. (d).) In the context of these statutes, “specify” means “state precisely or in detail” (Webster’s 3d New Internat. Dict. (2002) p. 2187) the number and status of the various members, whether regular members, alternate members, ex officio members, or the like.

In contrast, when the Legislature has intended to grant to a city council the power to appoint persons to a particular office, it has used such words as “appoint” or “select.” For example, section 36505 states:

“The city council shall appoint the chief of police. It may appoint a city attorney, a superintendent of streets, a civil engineer, and such other subordinate officers or employees as it deems necessary.”<sup>2</sup>

If the Legislature had intended to authorize city councils to appoint the individual members of a planning commission, rather than to approve all appointments made by the mayor, it could have easily done so by phrasing section 65101 in terms of “specify and appoint.” A legislative articulation of specific statutory authority in one respect indicates the absence of such authority in related respects. (See *Safer v. Superior Court* (1975) 15 Cal.3d 230, 238; 85 Ops.Cal.Atty.Gen. 181, 185 (2002).)

Section 40605 generally directs the mayor of a general law city, with the approval of the city council, to make all appointments to city boards, commissions, and committees. It is a well known principle of statutory construction that “ “[e]xceptions to the general rule of a statute are to be strictly construed.” ’ ” (*City of Lafayette v. East Bay Mun. Utility Dist.* (1993) 16 Cal.App.4th 1005, 1017.) Consistent with this principle, we find that the Legislature’s use of the word “specify,” and not the word “appoint,” in section

---

<sup>2</sup> Other state statutes set forth precisely who is to “appoint” the members of various boards, commissions, and committees. (See, e.g., Health & Saf. Code, § 40420 [South Coast Air Quality Management District]; Pub. Resources Code, § 29735 [Delta Protection Commission]; Pub. Utilities Code, § 30201 [Southern California Rapid Transit District].)

65101 fails to meet the test of *specifically* providing for non-mayoral appointments of planning commission members as required by section 40605. Of course, section 40605 does not grant a mayor unfettered discretion in making commission appointments; instead, it requires the mayor to submit each of his or her designated appointees to the city council for its approval. (81 Ops.Cal.Atty.Gen., *supra*, at p. 80.)

We conclude that the appointing power of an elected mayor of a general law city extends to the appointment of the members of the city's planning commission, but each appointment must have the approval of the city council.<sup>3</sup>

\*\*\*\*\*

---

<sup>3</sup> In 81 Ops.Cal.Atty.Gen. 75, *supra*, we described section 65101 as an example of a statute authorizing “a non-mayoral appointment for a city board, commission, or committee.” (*Id.* at p. 78, fn. 3.) That characterization, made only in passing, is inconsistent with the conclusion we reach herein, and it is therefore disapproved.



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Forrest Ebbs, Community Development Director *fe*  
**SUBJECT:** Planning Commission Appointment for two (2) full-term vacancies expiring October 2023

---

**RECOMMENDED ACTION**

It is recommended that the Mayor nominate for appointment two (2) members to the Planning Commission for 2 full-term vacancies expiring October 2023 and that the City Council approve the appointment by resolution.

**FISCAL IMPACT**

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

**DISCUSSION**

The Planning Commission has two full term vacancies with an expiration date of October 2019. Applications were received during the recruitment period and all the applicants were interviewed by Mayor Wright and Community Development Director Ebbs.

The nomination for appointment will be made by Mayor Wright at the meeting.

**ATTACHMENTS**

- A. Resolution
- B. Applications



**ATTACHMENT "A"**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE MAYOR'S APPOINTMENT OF  
AND  
TO THE PLANNING COMMISSION FOR TWO FULL TERMS ENDING IN  
OCTOBER, 2023**

**WHEREAS**, there is currently two vacancies on the Planning Commission;

**WHEREAS**, the City Clerk made announcement of the vacancies and solicited applications for the vacancies;

**WHEREAS**, Mayor Sean Wright and Community Development Director Ebbs considered applications received and interviewed each of the interested applicants;

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

**WHEREAS**, Mayor Sean Wright has nominated \_\_\_\_\_ and \_\_\_\_\_ for appointment to the Planning Commission.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Antioch hereby approves the Mayor's appointment of \_\_\_\_\_ and \_\_\_\_\_ to serve on the Planning Commission for the full terms ending in October, 2023.

\* \* \* \* \*

**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 14<sup>th</sup> day of January, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**ATTACHMENT B**



**RECEIVED**

SEP 23 2019

CITY OF ANTIOCH  
CITY CLERK

**APPLICATION DEADLINE: 5:00 p.m. Friday, October 25, 2019**

**APPLICATION FOR COMMUNITY SERVICE**

**PLANNING COMMISSION - 4-year terms expiring October 2023**

Print Your Name Milanka Schneiderman

Address \_\_\_\_\_ City Antioch

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

E-mail address \_\_\_\_\_

Employer Cresa

Address 260 California St., 9<sup>th</sup> Floor City San Francisco

Occupation Accountant

Years lived in the City of Antioch 49 years

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

My three reasons for my interest in this appointment are: 1) I am very interested in positive development in Antioch 2) giving back to the community and 3) administrating the general plan of Antioch appropriately to the benefit of Antioch's residents.

Have you attended any meeting of this commission? Yes, I am a current Planning Commissioner.

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) Yes, I am currently on the Antioch Planning Commission. Additionally, I serve on 2 non-city board of directors, Antioch Rotary and Antioch Historical Society.

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? Since I am currently serving on the planning commission as the Vice-Chairman, I have the knowledge and skills for this position. As a longtime resident of Antioch, I am very familiar with the City of Antioch and its history and I have a strong desire to improve Antioch at any opportunity. I am very knowledgeable

with the general community of Antioch in terms of businesses, schools, parks and layout of the city. I have read the general plan and applied the information in our planning commission meetings on the different requests that the planning commission has reviewed. I have a strong educational background with a MBA from Cal State East Bay and a BS in Business Administration from U.C. Berkeley.

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

I hope you consider me as a strong candidate. I would love to continue serving on the City of Antioch's Planning Commission.

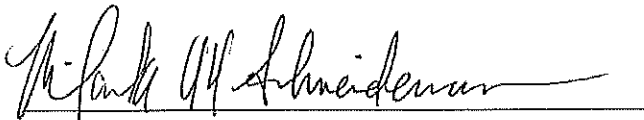
Can you attend meetings at the designated days and time? Yes.

**\*\*Please attach your resume (*Recommended to enhance your application*).**

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

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

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



Signature

9/16/19

Date

# MILANKA SCHNEIDERMAN

Antioch, CA · 925-

---

## EDUCATION

**JUNE 1996**

**MBA, CAL STATE EAST BAY, MARKETING MANAGEMENT**

Graduated Magna Cum Laude

**JUNE 1988**

**B.S. BUSINESS ADMINISTRATION, HAAS SCHOOL OF BUSINESS, U.C. BERKELEY**

Studied Finance, Marketing and Production Management

**JUNE 2019**

**PROFESSIONAL PROGRAM IN FUNDRAISING AND VOLUNTEER MANAGEMENT,  
U.C. BERKELEY EXTENSION**

## SKILLS

- Strong Financial and Accounting Skills
- Problem Solver
- Project Management Skills
- Very Knowledgeable in Marketing Principles
- Excellent Writing Abilities
- Microsoft Office Proficient

## EXPERIENCE

**SEPTEMBER 2019 – TO PRESENT**

**ACCOUNTANT, CRESA, SAN FRANCISCO, CALIFORNIA**

Providing General Accounting; Audit and Reconciliation of Salesforce and Sage Accounting System; and Produce Reports for Sales Staff.

**APRIL 2018 – OCTOBER 2019**

**BENEFIT ADMINISTRATOR, CENTURY SOLUTIONS, LLP, COLORADO SPRINGS,  
COLORADO**

Reconciliation of Group Insurance Benefits; Fix Discrepancies to Ensure that Clients and Employees Have Correct Coverage; Work with Various Stakeholders to Correct Issues; Audit Payroll for Benefit-setup.

**2010 – 2011**

**STAFF ACCOUNTANT, EMPACT, INC., WALNUT CREEK, CALIFORNIA**

Performed Accounts Receivable and Payable Functions

**1997 – 1998**

**WESTERN REGION PROPOSAL MANAGER, AETNA, WALNUT CREEK, CALIFORNIA**

Managed a Staff of 8 who Responded to Questionnaires and RFPs; Serviced and Supported Five Sales Office; Communicated with Sales Staff to Meet Marketing Needs of Clients.

**1993 – 1997**

**SENIOR FINANCIAL UNDERWRITER, AETNA, WALNUT CREEK, CALIFORNIA**

Provided underwriting for new business prospects; Created Proposal and Group Insurance Rates; Familiar with Group Insurance Benefits: Life, AD&D, LTD, Dental and Medical; Negotiated with Brokers and Sales Staff.

**1991 – 1992**

**INSTRUCTOR/DEVELOPER, AETNA, WALNUT CREEK, CALIFORNIA**

Trained Employees for Specific Job Functions and Basic Overviews of Group Insurance Principles; Developed Curriculum and Presentations for Training Classes.

**1988 – 1991**

**BENEFIT UNDERWRITER, AETNA, WALNUT CREEK, CALIFORNIA**

Worked with Sales Staff with New Business Implementation; Set-up Benefits Plan in Claim System; Complied with State Legislation.

## **VOLUNTEER AFFILIATIONS**

**Planning Commission – City of Antioch**

Planning Commissioner 2018 - Present

**Rotary International – Rotary Club of Antioch**

Rotarian of the Year – 2015 and 2017

Member since 2012; District 5160 Assistant District Governor 2020 – 2021 District 5160 Membership Ambassador 2019-2020; Delta Force Membership Representative 2018-2019; Past President 2016-2017; Board Member 2012- Present; Public Relations and Newsletter Editor 2012-2017; Program Director 2012-2017; 2016 – Present Empowerment Project Coordinator; 2016-Present Volunteer Coordinator 5K Bunny Hop.

**Antioch Historical Society Museum**

Board Member 2018 - Present

**Antioch Little League**

Treasurer and Sponsorship Director – 2011 to 2014



RECEIVED  
SEP 20 2019  
CITY OF ANTIOCH  
CITY CLERK

APPLICATION DEADLINE: 5:00 p.m. Friday, October 25, 2019

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - 4-year terms expiring October 2023

Print Your Name TIMOTHY P. BARROW

Address \_\_\_\_\_ City ANTIOCH

ZIP Code 94531 Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) (925)

E-mail address \_\_\_\_\_

Employer TRB ASSOCIATES

Address 3180 CROW CANYON PLACE City SAN RAMON, CA.

Occupation INSPECTION SERVICES CONSULTANTS

Years lived in the City of Antioch 10+ yrs.

List the three (3) main reasons for your interest in this appointment:  
EXTENSIVE CITY PLANNING & ZONING WORK EXPERTISE  
CUP/VARIANCE/TPM/CEQA EXPERIENCE

Have you attended any meeting of this commission? NO

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) YES, PENDING APPOINTMENT TO BOARD OF ADMINISTRATIVE APPEALS, CONTRACT INSPECTOR W/ CAD-CODE ENFORCEMENT - CONFLICT OF INTEREST, W/ ANDREW MY CANDIDATE

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? WORKING W/ CITIZENS, FAIR JUDGEMENT WITH ALL PARTIES, WORKED W/ DEVELOPERS, OWNERS, ARCHITECTS, ENGINEERS, PROCESSED CUP/TPM/VARIANCES, ZONING REGULATIONS, LAND USE REGULATIONS, EXTENSIVE EXPERIENCE IN CITY PLANNING & CITY PLANNING COMMISSION MEMBERS.

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

I have worked in City Planning/Zoning-Development Controls Division, Building & Housing Inspection's, Real Estate, Project Engineer/Project Manager & Asst. Superintendent in Building Mixed Use, Commercial & Residential New Construction in Market Rate and Affordable Multi-Family Residential Housing, Consultation in Land Use, Zoning, Building Construction and Real Estate. I am a fair minded person and trustworthy in all applications & the general public.

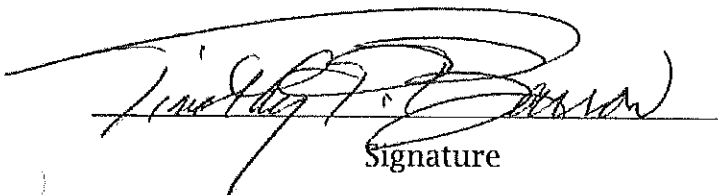
Can you attend meetings at the designated days and time? YES.

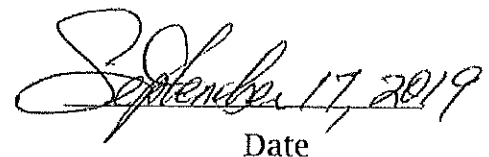
\*\*Please attach your resume (Recommended to enhance your application).

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

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

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

  
Signature

  
Date

# TIM BARROW

**Mobile**

**Email:**

Education

**U.C. Extension at Berkeley**

Construction Management

**University of California, Berkeley**

B.A., African American Studies, Social Sciences, Urban Planning

**Chabot College, Hayward**

A.S., Inspection-Construction.

Certification-Inspection (Building & Housing)

Certification- Inspection (Public Works)

**Skyline College, San Bruno**

A.A., Public Administration

Professional Experience

**TRB + Associates**

3180 Crow Canyon Place, Suite 216

San Ramon, CA 94583

**Inspection Services Consultants**

June 2019-Present

**Inspection Consultant** for local jurisdictions (City of Antioch) performing investigations and compliance with planning, zoning, land use, health & safety codes, building & housing codes, HQS codes, municipal laws, working with property owners, inspections of rental properties, property ownership, field investigations and inspections, investigate codes and construction activity, prepare written reports, oral and written communications with the public and public officials charged with the enforcement of laws. Prepare and testify before Boards, Commissions and Courts as expert testimony.

**Excel Realty & Mortgage**

7901 Stoneridge Drive, Suite 120

Pleasanton, CA 94588

**Realtor**

March 2019 – Present

**Realtor** providing Residential & Commercial properties service.



My Brother's Keeper (MBK)

Principal/CEO

Apprenticeship Training Programs

June 2017- Present

Principal/CEO, San Francisco Bay Area creating Local and Global apprenticeship programs for unskilled to skilled craft persons, in the construction trades industry. Creating upward mobility for youth and adults, in the San Francisco Bay Area/BVHP community for construction industry jobs. Mentorship in job readiness with vocational apprenticeship training programs. Working with General Contractors, Subcontractors and local organizations in providing a skilled workforce for the future. PowerPoint presentations to private and public agencies and collaboration with Northern California Apprenticeship Programs and program participation requirements.

T.B. Penick & Sons, Inc.

Project Manager/Asst. Superintendent

December 2017 – January 2019

BGI/Nibbi Brothers

Project Manager

Alice Griffith, Phase I and II (Blocks 2 and 4)

January 2015 – May 2017

San Francisco Housing Authority

Project Manager/Program Manager/Property Manager

April 2007 – January 2015

2010-2015-Property Manager II, Public Housing Operations

2010-Program Manager II, Section 8, HQS Inspections Department

2009 -2010-Property Manager II, Public Housing Operations

2007-2009-Project Manager, Housing Development Division/Modernization & Construction Department

RIA, LTD., Property Inspections, Hayward

Project Manager

2001 to 2007

The Presidio Trust

Building Inspector/Interim Permitting Supervisor

1999- 2001

ARA Engineering, Oakland

Project Engineer

2000

Contra Costa County Building Inspection Department, Martinez

Building Inspector

1998-1999

B&R, Inc. Construction Management

Project Engineer

1997

Housing Authority, City of Alameda

Housing Inspector

1997

Housing Authority of Contra Costa County

Consultant/Unit Inspection

1996

Housing Authority, County of Alameda

Housing Specialist/Unit Inspector

1994-1996

City of Oakland, Office of Planning & Building Department

Supervising Planning Investigator

1989-1994

City of Oakland, City Planning/Zoning Department

Planning Investigator

1985-1989

District Project Construction Experience

Alta Potrero

Project Manager/Asst. Superintendent- Market rate mixed use project, San Francisco, 7-story, 172 units including 29 on-site Below Market Rate units with ground floor retail spaces. The units will consist of one, two three, four bedroom units and penthouse units. Hiring local craft persons in accordance with subcontractor's contract compliance First Source/City Build program.

RAD/Westbrook Apartments/BVHP

Project Manager/Community Liaison- Redevelopment and major upgrades to existing affordable multi-family residential property in BVHP southeast section of San Francisco, Workforce management; hiring and training pre-apprenticeship programs, subcontractor hiring requirements and community participation. Local hire retention and contract hiring compliance issues with First Source/City Build program.

Alice Griffith

Project Manager- Alice Griffith, Phase I and II, San Francisco, Phase I and II (Blocks 2 and 4) consisting of two buildings of new construction of affordable housing in San Francisco, a total of 184 units, Experienced workforce development professional with successful track record of collaborating with various public/private entities to develop work programs aimed at increasing BVHP residents' workers and SBE/LBE participation opportunities in accordance with interagency MOU commitments in the Master Development Agreement; OCII, CB, SFHA, MOH, OEWD, BVHP employment and contracting policy. These efforts resulted in an increase of over 183+ local residents placed on the project in the first year of the program. Managed over 1,374 unskilled and skilled craft persons. Meetings with OCII/City Build, Community organizations, Community Partners and Trade Partners at the beginning of each construction phase to present resource loaded staffing plans indicating manpower required for each construction trade scope of work. Community liaison and communicate effectively with identified members of the community surrounding the construction projects. Received outstanding marks for engagement of community participation from CCSF/OCII staff members. Acted as lead representative for city-wide strategic planning meetings regarding local hire activities, as well as acted as lead liaison to various trade unions, contractors and community based organizations



CITY OF  
**HAYWARD**  
HEART OF THE BAY

October 5, 2005

Mr. Timothy Barrow

Dear Mr. Barrow:

On behalf of the entire City Council, I want to take this opportunity to thank and commend you for your three years of dedicated service to our community as a member of the Economic Development Committee. Your service to this Committee was important and highly valued in its efforts to provide excellent services to this community.

Hayward is a better place to live and work because of your commitment. Once again, our gratitude and appreciation for your interest.

Sincerely,

A handwritten signature in cursive script that reads "Roberta Cooper".

Roberta Cooper  
Mayor

cc: Sally Porfido

( HaywardBoard@ci.hayward.ca.us )

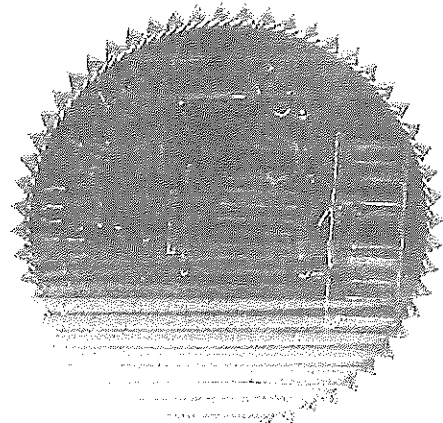
CITY OF OAKLAND

Recognition of Service

to

Timothy Barrow

Commending you for your dedication and commitment for continuing to deliver superior services to the public after being displaced from your job as a result of the fire in the 13th & 3rd Building on March 25, 1991. Your hard work under difficult circumstances at temporary work locations during the period of March through June 1991 is very much appreciated.



*[Signature]*  
Ellen M. Harris, Mayor  
*[Signature]*  
Henry F. Gardner, City Manager

June 25, 1991



RECEIVED

OCT 26 2019

CITY OF ANTIOCH  
CITY CLERK

APPLICATION DEADLINE: 5:00 p.m. Friday, October 25, 2019

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - 4-year terms expiring October 2023

Print Your Name JASON L. LINDSEY

Address \_\_\_\_\_ City ANTIOCH

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

E-mail address \_\_\_\_\_

Employer IRONWORKERS LOCAL 378

Address 3120 BAYSHORE RD. City BENICIA

Occupation BUSINESS AGENT

Years lived in the City of Antioch 10

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

EQUITABLE DEVELOPMENT

SUSTAINABLE TAX REVENUE

LIVING WAGE JOB GENERATION

PATHWAYS TO MIDDLE CLASS JOBS FOR UNDERSERVED COMMUNITIES

Have you attended any meeting of this commission? YES

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

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? FEDERAL & STATE APPROVED CTE APPRENTICESHIP PROGRAM INSTRUCTOR FOR 6 YEARS, PUBLIC SPEAKING, WORKING KNOWLEDGE OF LABOR/MANAGEMENT RELATIONS, COMMUNITY ORGANIZING, 25 YRS. EXPERIENCE IN THE CONSTRUCTION INDUSTRY, INTERPERSONAL SKILLS

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

DOWNTOWN ANTIOCH HAS A LOT OF ROOM FOR MODERNIZATION AND REDEVELOPMENT. THERE IS A NEED FOR, AND ROOM FOR TECHNOLOGY AND INDUSTRIAL BASED BUSINESSES. I AM AN ADVOCATE FOR MIDDLE CLASS JOBS THAT PAY LIVABLE WAGES AND BENEFITS. RESPONSIBLE DEVELOPMENT PLAYS A PART IN ENHANCING QUALITY OF LIFE FOR THE RESIDENTS OF ANTIOCH.

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

**\*\*Please attach your resume *(Recommended to enhance your application)*.**

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

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

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

Jason Kirby  
Signature

10/25/19  
Date

# Jason L. Lindsey

Antioch CA, 94531  
(925) Cell  
Work Cell

## Work Experience

---

**Business Agent Ironworker Local 378 July 2018 to Present**

**Ironworker Apprenticeship Instructor 2011 to 2018**

**Ironworkers Executive Board member 2012 to 2018**

**Field Ironworker 1994 to 2012**

## Education

---

- Alhambra High School, Martinez CA, general education. Graduated in June 1988.
- Universal Technical Institute, Phoenix AZ, HVAC/R, graduated in July 1989
- Ironworkers Apprenticeship Local 378, Benicia CA, Ironwork, graduated in March 1998
- UC Berkeley Extension, Berkeley CA, Career Technical Education Teaching Credential, November 2014
- Ivy Tech Community College, A.A.S December 2018
- American Welding Society Certified Welding Inspector November 2018
- Empire State College B.S. Labor Studies, Labor/Management Relations Concentration, Currently enrolled

## Skills

---

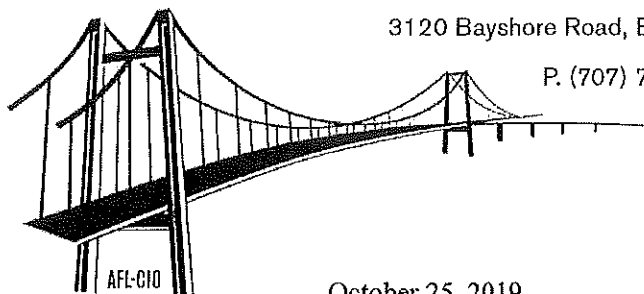
- Certified welder; E7018, 232, D1.8, 305, 311, Dual shield, Rebar indirect butt and complete penetration with both E7018 and 232 and fracture critical stick and wire papers.
- Certified Welding Inspector #17120911
- I am a credentialed teacher with seven years teaching experience.
- Several safety certificates including OSHA 10, OSHA 30, OSHA 510, OSHA 500, I am also a Certified OSHA Instructor #C0064226 and a Certified Disaster Response Instructor #TR0016375 Lead Abatement, Powered lift trucks, Qualified Rigger, First aid and CPR, Subpart R, and Confined space, CAWI #17080744
- Elected to the Executive Board Local 378 in June of 2012.
- Elected for a second term in June 2015 as the top vote receiver.
- Appointed as a delegate to the Alameda Central Labor Council in November 2013.
- Appointed as a delegate to the Contra Costa Central Labor Council in October 2014.
- Elected Business Agent for Ironworkers Local 378 June 2018
- I have been a foreman for Titan Steel, foreman for PMI, foreman for Pro Steel, and a job Steward for GTS.

# IRON WORKERS LOCAL 378

## UNION OFFICE OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING

3120 Bayshore Road, Benicia CA 94510 | [www.ironworkers378.org](http://www.ironworkers378.org)

P. (707) 746-6100 | F. (707) 746-0979



October 25, 2019

**Jason Gallia**  
*President/  
Business Agent*

**Jeff McEuen**  
*Business Manager  
Financial Secretary-  
Treasurer*

**Jason Lindsey**  
*Business Agent*

**Ken Miller**  
*Business Agent/  
Organizer*

Re: Jason Lindsey

To Whom It May Concern:

This letter serves a Letter of Recommendation for our member Jason Lindsey.

My name is Jeff McEuen. I am the Business Manager of Iron Workers Local 378. I have personally known Mr. Lindsey for twenty years. I have observed this individual develop since he was an apprentice when he joined this organization in 1994.

Mr. Lindsey has been dedicated to this organization since the beginning of his Iron Worker career. He graduated from our three-year apprenticeship and training program in 1998 and became involved in supporting the labor movement by volunteering countless hours in various city council meetings and rallies, precinct walks and phone banks. In 2012, he was elected as an Executive Board member of our organization receiving the second most votes for that position. We are proud to mention that Mr. Lindsey became an employee of our local union winning the elected position of Business Agent in 2018.

Our member has a vast amount of enthusiasm to continue his education in labor and I am eager to support him in expanding his career. We recommend Mr. Lindsey as he is a valuable asset to our community and society. He continually inspires and offers insights to our younger membership.

For questions in reference to the status of Jason Lindsey, you may contact me at 707-746-6100

Best Regards,

A handwritten signature in black ink, appearing to read 'Jeff McEuen'.

Jeff McEuen  
Business Manager  
Financial Secretary-Treasurer

JM:ym  
Opeiu-29/afl-cio



RECEIVED

OCT 25 2019

CITY OF ANTIOCH  
CITY CLERK



APPLICATION DEADLINE: 5:00 p.m. Friday, October 25, 2019

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - 4-year terms expiring October 2023

Print Your Name Kerry L Motts

Address \_\_\_\_\_ City Antioch

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

(C) \_\_\_\_\_

E-mail address \_\_\_\_\_

Employer Contra Costa County

Address 2380 Bisso Lane City \_\_\_\_\_

Concord

Occupation Pest Detection Specialist

Years lived in the City of Antioch 66

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

A desire to help Antioch achieve it's potential as a great place to live.

To bring new ideas in urban planning into practice, while preserving our history and heritage.

To serve the community that has been home to my family for 100 years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you attended any meeting of this commission? Yes

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) I am currently a Planning Commissioner in my 7<sup>th</sup> year.

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? I have a degree in Environmental Studies and California History, as well as a Professional Certification in Green Building. I have had seven years of experience dealing with planning issues in the City of Antioch and am now very familiar with the processes involved in city development.

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

I have been involved with the Rivertown Preservation Community Group for 15 years in an effort to promote historic preservation as well as appropriate modernizing and infill.


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

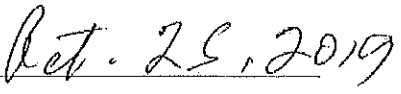
**\*\*Please attach your resume (Recommended to enhance your application).**

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

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

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

Rev: 9/16/2019

- The Commissioners makes decisions and recommendations to the City Council on land use, zoning and General Plan issues.
- Must be an elector of the City of Antioch and continuously reside within the city during their tenure in office.
- Meetings are held the first and third Wednesday of each month at 6:30 p.m.
- 7 member board – 4 year terms.
- Members of the Planning Commission are subject to The Brown Act.

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 14, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *TLS*  
**SUBJECT:** Working Draft of City of Antioch Flag Policy

---

**RECOMMENDED ACTION**

It is recommended that the City Council provide feedback and direction to staff concerning the working draft of the City of Antioch Flag Policy.

**FISCAL IMPACT**

There is no fiscal impact associated with this action.

**DISCUSSION**

The City of Antioch's goal for the Flag Raising Policy is to provide standard procedures for the display of flags at City facilities while promoting patriotism, inclusion, and pride in the City of Antioch. The display of flags shall support the vision, mission, and objectives of the City and present the City in a positive and professional manner.

The purpose of this policy is to establish that the flag of the United States of America, the State of California Flag, Military Flags, City of Antioch Flag, and other flags approved by an adopted resolution of the Antioch City Council are welcome and authorized for display at City Hall and/or other City facilities.

**ATTACHMENTS**

- A. Working Draft: City of Antioch Flag Policy

# CITY OF ANTIOCH FLAG POLICY

**Table of Contents**

**Article I. Introduction** .....3  
Section 1.01 Goal .....3  
Section 1.02 Purpose .....3  
Section 1.03 Applicability .....3  
Section 1.04 The American Flag in Antioch.....3  
Section 1.05 Definitions.....3  
Section 1.06 References .....3

**Article II. General Provisions** .....3  
Section 2.01 Policy .....3  
Section 2.02 Display .....4  
Section 2.03 Disposal of American Flag or State Flag .....5  
Section 2.04 Display of Flags Outside City Hall .....5  
Section 2.05 Display of Flags When There Are Multiple Flag Poles.....5  
Section 2.06 Display of Flags Inside City Hall and Other Facilities .....5  
Section 2.07 Display of Flags in the City Council Chambers.....5  
Section 2.08 The City’s Flagpoles Communicate Government Speech.....5

**Article III. Public Requests to Fly Flags**.....6  
Section 3.01 Process and Timeline for Public Requests to a Fly Flag at City Hall.....6  
Section 3.02 Purchase of Flags.....6

## ARTICLE I. INTRODUCTION

### ***Section 1.01 Goal***

The City of Antioch's ("City") goal for the Flag Raising Policy is to provide standard procedures for the display of flags is to at City facilities while promoting patriotism, inclusion, and pride in the City of Antioch. The display of flags shall support the vision, mission, and objectives of the City and present the City in a positive and professional manner.

### ***Section 1.02 Purpose***

The purpose of this policy is to establish that the flag of the United States of America (the "**American Flag**"), the State of California Flag (the "**State Flag**"), Military Flags, City of Antioch Flag ("**Antioch Flag**"), and other flags approved by an adopted resolution of the City Council ("**Other Approved Flags**") are welcome and authorized for display at Antioch City Hall and/or other City facilities.

### ***Section 1.03 Applicability***

This policy applies to all flags identified herein that are flown at City facilities.

### ***Section 1.04 The American Flag in Antioch***

The American Flag is a symbol of pride and freedom for all Americans. To encourage patriotism and appreciation for the United States of America, the City of Antioch encourages the display of the American Flag in our city. In particular, the City encourages the display of the American Flag at residential homes, businesses, and civic organizations on Memorial Day, Veterans Day, Flag Day, and Independence Day. On Memorial Day the American flag should be flown at half-staff from sunrise until noon only, then raised briskly to the top of the staff until sunset, in honor of the nation's battle heroes.

### ***Section 1.05 Definitions***

Half-Staff – The position of the Flag when it is one-half the distance between the top and bottom of the staff.

Executive or Military Department – Any agency listed under Sections 101 and 102 of Title 5, United States Code.

Member of Congress – A Senator, Representative, Delegate, or the Resident Commissioner from Puerto Rico.

### ***Section 1.06 References***

United States Code (U.S.C.A.), Title 4 United States Code (U.S.C.A.), Title 36 California Government Code, Sections 430-439

## ARTICLE II. GENERAL PROVISIONS

### ***Section 2.01 Policy***

The City's policy relative to the display of the American Flag, the State Flag, the Military Flags and other flags at City facilities shall be in accordance with United States Code (U.S.C.A.), Title 4 and Title 36 and California Government Code, Sections 430-439.

**Section 2.02 Display**

2.02.1 The American Flag together with the State Flag shall be displayed daily at major City operated facilities.

2.02.2 When the American Flag, State Flag, and Military Flag(s) are displayed with other flags, the American Flag shall be placed in the position of first honor at all times and the State Flag shall be placed in the position of second honor.

2.02.3 The American Flag and State Flag may be displayed from sunrise to sunset. Proper illumination is recommended if the Flags will be displayed twenty-four (24) hours per day.

2.02.4 The American Flag and State Flag should not be displayed on days when the weather would place them at substantial risk of damage, in the judgment of the City Manager or designee.

2.02.5 Flags displayed on the same halyard shall have the American Flag at the peak, with the State Flag directly below the American Flag in such a manner as not to interfere with any part of the American Flag. All other flags shall be displayed at a position subordinate to the State Flag.

2.02.6 When the American Flag and State Flag are displayed at the same time on a separate flagpoles, the staffs shall be of equal height, the flags shall be of equal size, and the State Flag shall be positioned to the American Flag's left or the observer's right. The American Flag shall be hoisted first and lowered last.

2.02.7 The American Flag and State Flag, and any other displayed flag adjacent to these, shall be flown at half-staff during any of the following circumstances:

- a) During a national day of mourning or remembrance as declared by the President of the United States. The period of time that the Flags remain at half-staff shall be determined by Presidential order.
- b) During a State day of mourning or remembrance as declared by the Governor of the State of California. The period of time that the Flags remain at half-staff shall be determined by gubernatorial order. On Memorial Day each year, the Flags shall be displayed at half-staff until noon only, then raised to the top of the staff.
- c) By order, and for the period prescribed, by the Antioch City Council.
- d) An occasion befitting a local day of mourning or remembrance as determined by the City Manager of the City of Antioch. The length of time that the Flags remain at half-staff shall be prescribed by the City Manager.

When displayed at half-staff, the American Flag and State Flag shall be first hoisted to the peak for a moment and then lowered to the half-staff position. The Flags shall be again raised to the peak before they are lowered for the day. When displayed from adjacent staffs, the American Flag shall be raised and lowered first.

2.02.8 No flag shall be displayed above the American Flag.

2.02.9 When the American Flag is displayed over the middle of the street, the flag should be suspended vertically with the union (blue field) to the north in an east and west street, or to the east in a north and south street



**WORKING DRAFT**

**CITY OF ANTIOCH FLAG POLICY**

2.02.10 When the American Flag is displayed with another flag from crossed staffs, the American Flag should be on the right (the flag's own right, the observer's left) and its staff should be in front of the staff of the other flag.

2.02.11 The City of Antioch recognizes that any rule or custom pertaining to the display of the American Flag may be altered, modified, or repealed, or additional rules with respect thereto may be prescribed, by the Commander in Chief of the Armed Forces of the United States, whenever deemed to be appropriate or desirable. Any such alteration or additional rule shall take precedence over the practices set forth in this policy.

***Section 2.03 Disposal of American Flag or State Flag***

When the American Flag or State Flag, deteriorates to such a condition that it no longer serves as a fitting emblem of display, it shall be destroyed in a dignified manner, preferably by burning. All fire stations are flag disposal sites.

***Section 2.04 Display of Flags Outside City Hall***

The American Flag shall be displayed in first position of honor, which is the observer's extreme left or at the highest point. The State Flag shall be displayed in second position of honor to the right of the American Flag. The City of Antioch Flag or a flag representing the United States Armed Forces (e.g. POW/MIA Flag, which serves as the symbol of our Nation's concern and commitment to achieving the fullest possible accounting of all Americans who still remain, or in the future may become, unaccounted for as prisoners of war, missing in action or otherwise unaccounted for as a result of hostile action.) shall be placed in the third position.

***Section 2.05 Display of Flags When There Are Multiple Flag Poles***

2.05.1 If there are multiple flagpoles displaying flags together in the same location, the American Flag, State Flag and City of Antioch Flag shall be displayed as follows: The American Flag shall be displayed in first position of honor, which is the observer's extreme left or at the highest point in the center. The State Flag shall be displayed in second position of honor to the right of the American Flag. The City of Antioch Flag shall be placed in the third position to the left of the American Flag.

***Section 2.06 Display of Flags Inside City Hall and Other Facilities***

If the American Flag is displayed in a lobby area it must be displayed in the first position of honor. This position is on the left side of the lobby upon entrance.

***Section 2.07 Display of Flags in the City Council Chambers***

The American Flag, State Flag and City Flags shall be the only Flags displayed in the City Council Chambers. The American Flag shall be displayed in the first position of honor. This position is on the Mayor and City Council's right as they face the audience. The State Flag shall be displayed in the second position of honor. This position is on the Mayor and City Council's left as they face the audience. City Flags shall be displayed to the left of the State Flag, to the Mayor and City Council's far left as they face the audience.

***Section 2.08 The City's Flagpoles Communicate Government Speech***

**WORKING DRAFT**

**CITY OF ANTIOCH FLAG POLICY**

2.09.1 The City's flagpoles are to be used exclusively by the City, where the City Council may display a commemorative flag as a form of government speech and expression. The flags represent the City of Antioch's official sentiments and the City may choose what it desires to publish and endorse on its flag poles.

### ARTICLE III. PUBLIC REQUESTS TO FLY FLAGS

#### ***Section 3.01 Process and Timeline for Public Requests to a Fly Flag at City Hall***

The City Council is open to considering public requests to fly flags celebrating the efforts of nationally recognized civil rights movements that strive for equal rights and equal protection under the law for groups that have historically endured and sought to overcome unlawful and unjust discrimination within our country. Public requests to fly such flags should be submitted to the City Clerk's Office at least **45 days** prior to the requested date of the flag raising. The City Clerk shall record the date of the request and forward it to the City Manager and the City Attorney for review. The City Manager shall present the request to the Mayor, who shall to agendize the request for the consideration of City Council. The City Council shall consider whether to approve or deny the request. The City shall reserve the right to disqualify or deny requests, in its sole discretion, that are not consistent with the goals and purpose of this policy.

#### ***Section 3.02 Purchase of Flags***

The City may only purchase American Flags, State Flags, and City Flags made in the United States of America. If the City Council votes to fly a flag in response to a public request, the person or group making the public request shall provide the flag to the City and be responsible for picking up the cost.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 14, 2020

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

**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney

**SUBJECT:** Information on Methods for Choosing a Mayor Pro Tempore

---

### **RECOMMENDED ACTION**

It is recommended that the City Council provide feedback and direction to staff concerning its preferences for the process of determining the mayor pro tempore following the upcoming municipal election.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

### **DISCUSSION**

Government Code § 36802 states that the mayor shall preside at the meetings of the city council. If the mayor is absent or unable to act, the mayor pro tempore shall serve until the mayor returns or is able to act. The mayor pro tempore has all of the powers and duties of the mayor.

Antioch Municipal Code § 2-1.403 states that the mayor pro tempore shall have all the duties and responsibilities specified in the California Government Code. Pursuant to Cal. Gov't Code § 36802, the mayor pro tempore shall serve in the absence of the mayor or if he is unable to act until the mayor returns or is able to act. During such time, the mayor pro tempore has all of the powers and duties of the mayor. However, pursuant to Cal. Gov't Code § 34902, in the case of a vacancy in the office of the mayor for any reason, the City Council shall fill the vacancy by appointment, or by the calling of an election as specified in that provision. (AMC § 2-1.403)

Currently, at the first meeting of the City Council following each general municipal election, the City Council chooses as mayor pro tempore the council member who received the highest number of votes at the general municipal election. (AMC § 2-1.40) The Mayor Pro Tempore serves a two-year term and until his or her successor qualifies for office. (AMC § 2-1.402)

In the upcoming elections, candidates for mayor will run in a general election and all other city council members will run in district elections. Therefore, the Council is

interested in considering alternative methods for choosing a mayor pro tempore. Attachment A to this staff report contains some methods for consideration currently being used by other cities to select their mayor pro tempore.

**ATTACHMENTS**

- A. Sample methods from other cities for choosing a mayor pro tempore

**SAMPLE METHODS FROM OTHER CITIES FOR CHOOSING MAYOR PRO TEMPORE****CITY OF LOMPOC****City Council Handbook Amended December 19, 2017****Mayor pro tempore**

At a regularly scheduled meeting soon after a General Municipal Election, the City Council shall choose one of its members as Mayor pro tempore, to serve a term of one year or until a successor is chosen. The Mayor pro tempore has all the powers and duties of the Mayor. Cal. Gov. Code §36801; Lompoc Municipal Code §2.04.030.

**CITY OF SANTA ANA****Mayor & Council Handbook 2018****Mayor pro tempore**

In the first meeting of the City Council following any general or special election at which members of the City Council are elected, the City Council shall elect a mayor pro tem who shall act as mayor during the absence from the City or disability of the mayor, or during any vacancy in the office of mayor until otherwise filled in accordance with section 403.

The City Council elects a Mayor Pro Tem at the first meeting of the City Council, following any general or special election at which Councilmembers are elected. The Mayor Pro Tem substitutes for the Mayor during his or her absence from the City or during any vacancy in the office of Mayor.

NOTE: In the event that both the Mayor and Mayor Pro Tem are unavailable, the City Council may elect a Councilmember to chair a meeting (pursuant to SAMC 2-101). The Mayor may also appoint an acting Mayor Pro Tem to act as Mayor in the absence of both the Mayor and the Mayor Pro Tem (pursuant to SAMC 2-101.1).

**CITY OF ARROYO GRANDE****City Council Handbook adopted: April 10, 2018, Resolution No. 4848**

The City Council appoints a Council Member as Mayor Pro Tem to serve the duties of Mayor in his/her absence.

The Mayor Pro Tem shall serve a term of one year.

The appointment of the Mayor Pro Tem takes place at the first meeting in December of each year.

It is the City Council's policy to rotate appointment of the Mayor Pro Tem based upon the seniority of City Council Members that have not yet served in the position of Mayor Pro Tem. City Council Members become eligible to serve as Mayor Pro Tem after serving on the City

## **SAMPLE METHODS FROM OTHER CITIES FOR CHOOSING MAYOR PRO TEMPORE**

Council for a period of one year. If two Members of the City Council have the same seniority, the order of rotation will be based upon time served on a City Council appointed Commission and/or Committee prior to being elected to the City Council.

### **CITY OF HAYWARD**

**Council Member Handbook Dated April 2015**

#### **Mayor pro tempore**

In even number years, the Council shall elect the Mayor Pro Tempore following the installation of those newly elected Council Members. In odd years, the Council shall elect the Mayor Pro Tempore at the end of June.

The Mayor Pro Tempore shall serve at the pleasure of the Council for the term of one year, and shall be elected and removed by the affirmative votes of at least five (5) members of Council. The Council shall elect a Council Member with the most seniority as a Council Member and who has not previously served as Mayor Pro Tempore. In the event two Council Members begin service in the same year, the Council Member with the highest number of votes will serve as Mayor Pro Tempore. (See City Council Minutes, 4/28/92)

Prior to being elected as Mayor Pro Tempore, a Council Member shall have served at least two years on the Council. The term of the Mayor Pro Tempore shall be based on the fiscal year of July 1 to June 30. (Resolution 98-120 and Council Minutes, 6/26/2001)

The Mayor Pro Tempore shall perform the duties of the Mayor during her/his absence or disability. (Sec. 605, City Charter)

### **CITY OF WALNUT CREEK**

**City Council Handbook**

**Last Amended November 3, 2015, Resolution Nos. 15-47, 48, 49 and 50**

#### **Election of Mayor and Mayor Pro Tem**

There are five Councilmembers, each of whom is either elected or appointed to the City Council. Each Councilmember, regardless of whether elected or appointed, has an equal opportunity to serve as Mayor. At a minimum, a Councilmember will serve as Mayor once every five years. Because Councilmembers have four-year terms of office, a Councilmember may not be able to serve as Mayor in a given four-year period.

Each Councilmember has a specified position in the rotation sequence. In any year, the first person in the sequence shall be selected as Mayor, the second in the sequence as Mayor Pro Tem. After serving as Mayor, that Councilmember moves to the end of the rotation sequence, and the other four Councilmembers move forward in the sequence. If a Councilmember leaves office, the other Councilmembers move forward in the sequence. A Councilmember's position in the sequence relative to other Councilmembers may not change except by City Council

## **SAMPLE METHODS FROM OTHER CITIES FOR CHOOSING MAYOR PRO TEMPORE**

majority vote.

When a new Councilmember is elected or appointed, that Councilmember goes to the fifth position in the rotation, after all incumbents. If two or more new Councilmembers are elected at the same time, the number of votes received in the election determines the position in the rotation sequence, with the new Councilmember receiving the highest number of votes being first among the new members. Within 60 days of the election or appointment of a new Councilmember or members, the City Council will approve an updated mayoral rotation sequence.

At the first meeting in December each year, the City Council shall elect one of its members as Mayor and one as Mayor Pro Tem according to the rule set forth above. The election of the Mayor and Mayor Pro Tem shall be by vote of a majority of members of the City Council. The Mayor shall be seated and assume the duties of presiding officer immediately following the election of Mayor and before the election of the Mayor Pro Tem, unless a motion is carried to elect and seat the Mayor and Mayor Pro Tem at the same time.

The mayoral rotation system can be changed at any time by a Council majority vote.