

ANNOTATED AGENDA

for
July 24, 2012

CITY COUNCIL MEETING
Regular Meeting
Including the Antioch City Council
acting as Successor Agency/Housing Successor
to the Antioch Development Agency

Order of Council vote: AYES:

Council Members Kalinowski, Harper, Rocha, Agopian and
Mayor Davis

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, located on the 1st floor of City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

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

6:17 P.M. ROLL CALL for Closed Sessions – **All Present**

PUBLIC COMMENTS for Closed Sessions – **None**

CLOSED SESSION:

- 1) **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.** Pursuant to subdivision (a) of Section 54956.9: *City of Brentwood, et al. v. Campbell* (Chevron Property Tax Assessment Refund Dispute), Contra Costa Superior Court Case No. N11-1029
Council Member Kalinowski announced that he is employed by the County Sheriff's Department prior to the closed session; Direction given to staff

7:04 P.M. ROLL CALL for Council Members/City Council Members acting as Successor Agency/ Housing Successor to the Antioch Development Agency – **All Present**

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

CITY COUNCIL SUBCOMMITTEE REPORTS

MAYOR'S COMMENTS

PRESENTATION – *Contra Costa County Fire Chief Daryl Louder*
– *Police Stats Mid-Year 2012, Chief Allan Cantando*

PRESENTATION

1. COUNCIL CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR JUNE 26, 2012 AND JULY 10, 2012

Approved, 5/0

Recommended Action: Motion to approve the minutes

MINUTES

MINUTES

COUNCIL CONSENT CALENDAR — Continued

B. APPROVAL OF COUNCIL WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 5/0

STAFF REPORT

C. APPROVAL OF TREASURER'S REPORT FOR JUNE 2012

Recommended Action: Motion to continue to August 14, 2012

Continued to 08/14/12

STAFF REPORT

D. REJECTION OF CLAIM

1. Visal Thong 12/13-2072 (lost property)

Recommended Action: Motion to reject the listed claim

Rejected, 5/0

STAFF REPORT

E. RESOLUTION APPROVING PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) CONTRACT AMENDMENT FOR LOCAL SAFETY MEMBERS

Recommended Action: 1) Motion to adopt a Resolution of Intention to approve an Amendment to Contract between the Board of Administration California Public Employees' Retirement System (PERS) and the City Council of the City of Antioch to provide Section 21363.1 (3% @ 55 Full Formula) and Section 20037 (Three-Year Final Compensation) to local safety members hired after the effective date.

Reso 2012/52, 5/0

2) Motion to introduce the ordinance by title only.

Ord. 2058-C-S, 5/0

3) Motion to introduce the ordinance authorizing an Amendment to the Contract between the Board of Administration California Public Employees' Retirement System (PERS) and the City Council of the City Antioch.

STAFF REPORT

STAFF REPORT

F. RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION TO PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

Recommended Action: Motion to adopt the resolution

Reso 2012/53, 5/0

STAFF REPORT

G. CITY RETIREMENT PLANS – RESPONSE TO GRAND JURY REPORT

Recommended Action: Motion to approve and authorize the Mayor to sign the response to the Grand Jury Report: "City Retirement Plans, An Unsustainable Benefit?" (Report 1209)

Approved, 5/0

STAFF REPORT

COUNCIL CONSENT CALENDAR — Continued

H. FINANCIAL TRANSPARENCY – RESPONSE TO GRAND JURY REPORT

Approved, 5/0

Recommended Action: Motion to approve and authorize the Mayor to sign the response to the Grand Jury Report: “Financial Transparency With Meaning?” (Report 1213)

STAFF REPORT

I. CONSIDERATION OF BIDS FOR THE HAMLIN COURT SEWER IMPROVEMENTS (P.W. 249-13S)

Approved, 5/0

Recommended Action: Motion to award the project to the low bidder, D.R. Lemings Construction, in the amount of \$130,960.00

STAFF REPORT

J. CONSIDERATION OF BIDS FOR THE TRAFFIC SIGNALS IMPROVEMENT PROJECT: DELTA FAIR BOULEVARD AT BELLE DRIVE, AUTO CENTER DRIVE AT COSTCO WAY/WEST EIGHTEENTH STREET AND DELTA FAIR BOULEVARD AT SCHOOL STREET (P.W. 636-7)

Approved, 5/0

Recommended Action: Motion to authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to include Measure ‘J’ funding in the amount of \$44,400.00 and award the project to the low bidder, Steiny and Company, Inc., in the amount of \$484,400.00

STAFF REPORT

K. RESOLUTION ACCEPTING WORK AND AUTHORIZING CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE CURB, GUTTER AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE HANDICAPPED ACCESSIBLE RAMPS AT MISCELLANEOUS LOCATIONS, 2010-2011 (P.W. 507-13)

Reso 2012/54, 5/0

Recommended Action: Motion to adopt the resolution accepting work, authorizing the Director of Public Works/City Engineer to File a Notice of Completion and authorizing the Director of Finance to amend the 2011-2012 Budget to increase Community Development Block Grant funding by \$27,607.00 and General Fund Streets Maintenance Division funding by \$19,198.00 for the existing contract with Maxicrete, Inc. and to make a final payment of \$67,306.42 plus retention of \$20,251.08 to be paid 35 days after recordation of the Notice of Completion pending approval of the Community Development Block Grant Coordinator

STAFF REPORT

L. AUTHORIZATION TO ENTER INTO A RIGHT OF WAY USE AGREEMENT WITH NEXTG NETWORKS OF CALIFORNIA

Approved, 5/0

Recommended Action: Motion to authorize the City Manager to enter into a Right-of-Way Use Agreement with NextG Networks of California for compensation for placement of telecommunications facilities within street rights of way

STAFF REPORT

END OF COUNCIL CONSENT CALENDAR

COUNCIL REGULAR AGENDA

2. BOARD AND COMMISSION APPOINTMENTS

Appointed Board and Commission Members –
Police Crime Prevention Commission: Michael Gadams and Dick Augusta
Board of Administrative Appeals: Maurice Jennings and Diana Busenbarrick
Planning Commission: Kerry Motts (term expiring October 2015) and
Virginia Sanderson (term expiring October 2013)
Parks & Recreation Commission: Roy Immekus, Rodney McClelland, and
Brent Thibeaux (all for full terms)

Recommended Action: Motion to receive and file applications; Mayor to make appointments and City Council to approve

STAFF REPORT

3. PRESENTATION OF INVESTMENT REPORT BY PFM (PUBLIC FINANCE MANAGEMENT)

Received, 5/0

Recommended Action: Motion to receive and file

STAFF REPORT

STAFF REPORT

CITY COUNCIL AND CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

4. AGREEMENT FOR PURCHASE AND SALE OF HARD HOUSE PARCEL

Approved Resolutions with changes to the Agreement
Reso 2012/55, Antioch City Council, 5/0
SA Reso No. 2012/01, City Council acting as Successor Agency, 5/0

Action: Both as the City Council and governing board of the City of Antioch as Successor Agency to the Antioch Development Agency adopt the resolutions approving and authorizing the City Manager to execute the Agreement for the Purchase and Sale of the Hard House Parcel with Escrow Instructions that provides for the transfer of the Hard House parcel to the nonprofit Friends of the Roswell Butler Hard House for no monetary consideration but subject to conditions on the rehabilitation of the Hard House and use of the property as a Local Public History Museum Home for educational and cultural programs, including no cost to the City for use.

STAFF REPORT

STAFF REPORT

5. **CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY**

A. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Approved, 5/0

Recommended Action: Motion to approve the warrants

STAFF REPORT

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

A. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

Recommended Action: Motion to approve the warrants

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS

ADJOURNMENT – 9:45 *p.m.*

ANTIOCH

California



ALLAN CANTANDO
CHIEF OF POLICE

CITY COUNCIL REPORT



MID-YEAR 2012

PART 1 CRIME STATISTICS

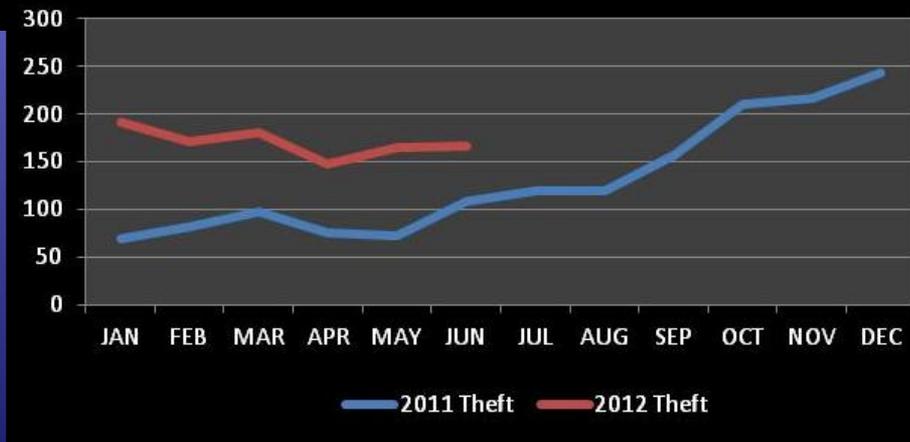
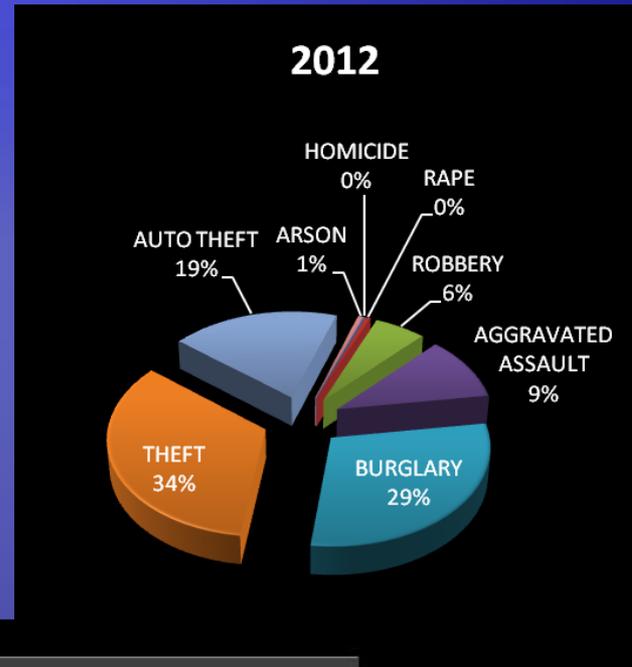
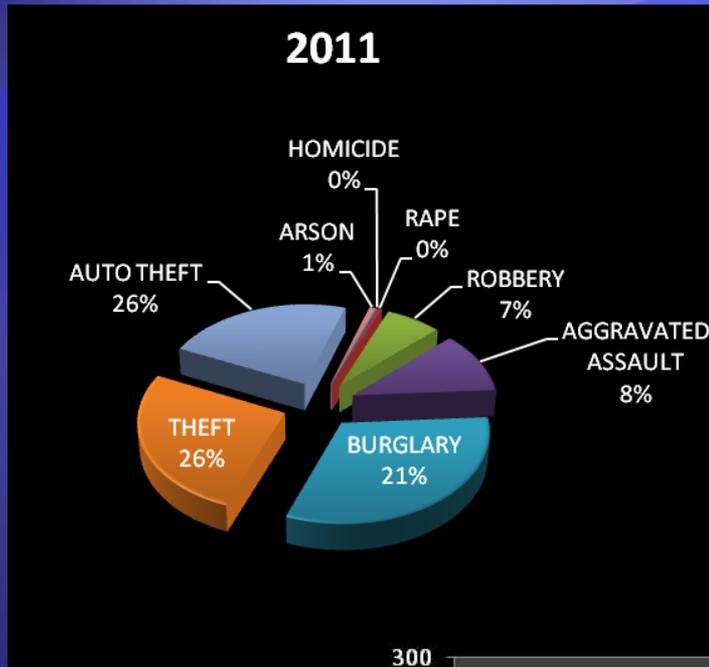
January – June 2011 vs. 2012

	Jan-Jun 11	Jan-Jun12	#Change	%Change
	Total	Total	2011 - 2012	2011 - 2012
*HOMICIDE	3	4	1	33.3%
RAPE	8	16	8	100.0%
ROBBERY	130	175	45	34.6%
AGGRAVATED ASSAULT	214	322	108	50.5%
Total Violent Crime	355	517	162	45.6%
BURGLARY	612	889	277	45.3%
THEFT	504	1023	519	103.0%
AUTO THEFT	440	575	135	30.7%
Total Property Crime	1556	2487	931	59.8%
ARSON	14	17	3	21.4%
Adult Arrests	1942	1472	-470	-24.2%
Juvenile Arrests	502	498	-4	-0.8%
TOTAL ARRESTS	2444	1970	-474	-19.4%

*Murder & Nonnegligent Manslaughter as reported in FBI UCR tables

PART 1 CRIME STATISTICS

January – June 2011 vs. 2012



Online Reporting
Public Start
06/23/2011

PART 1 CRIME STATISTICS

3 Year Comparison

	2009	2010	2011	%Change	%Change	%Change
	Total	Total	Total	2009 vs 2010	2010 vs 2011	2009 vs 2011
*HOMICIDE	5	13	5	160.0%	-61.5%	0.0%
RAPE	40	32	21	-20.0%	-34.4%	-47.5%
ROBBERY	330	313	290	-5.2%	-7.3%	-12.1%
AGGRAVATED ASSAULT	537	506	502	-5.8%	-0.8%	-6.5%
Total Violent Crime	912	864	818	-5.3%	-5.3%	-10.3%
BURGLARY	824	1087	1335	31.9%	22.8%	62.0%
THEFT	1082	1049	1571	-3.0%	49.8%	45.2%
AUTO THEFT	747	960	967	28.5%	0.7%	29.5%
Total Property Crime	2653	3096	3873	16.7%	25.1%	46.0%
TOTAL PART 1 CRIME	3565	3960	4691	11.1%	18.5%	31.6%
ARSON	40	37	56	-7.5%	51.4%	40.0%
Adult Arrests	5398	4047	3754	-25.0%	-7.2%	-30.5%
Juvenile Arrests	1269	1136	1016	-10.5%	-10.6%	-19.9%
TOTAL ARRESTS	6667	5183	4770	-22.3%	-8.0%	-28.5%

PART 1 CRIME STATISTICS

Average Number per Month 4 Year Comparison

	Average Number per Month			
	2009	2010	2011	2012-6mo
*HOMICIDE	0.4	1.1	0.4	0.7
RAPE	3.3	2.7	1.8	2.7
ROBBERY	27.5	26.1	24.2	29.2
AGGRAVATED ASSAULT	44.8	42.2	41.8	53.7
Total Violent Crime	76.0	72.1	68.2	86.3
BURGLARY	68.7	90.6	111.3	148.2
THEFT	90.2	87.4	130.9	170.5
AUTO THEFT	62.3	80.0	80.6	95.8
Total Property Crime	221.2	258.0	322.8	414.5
TOTAL PART 1 CRIME	297.2	330.1	391.0	500.8
ARSON	3.3	3.1	4.7	2.8
Adult Arrests	449.8	337.3	312.8	245.3
Juvenile Arrests	105.8	94.7	84.7	83.0
TOTAL ARRESTS	555.6	432.0	397.5	328.3
*Murder & Nonnegligent				

UCR REPORTED PART 1 CRIME / CLEARANCES

2006 – 2012

	2006	2007	2008	2009	2010	2011	2012 6mo	*2010 Nat'l Clearance Rate
HOMI	10	10	8	5	13	5	4	
CLEARANCE	9	2	6	6	11	6	2	
Clearance Rate	90%	20%	75%	120%	85%	120%	50%	62.5%
RAPE	35	27	29	40	32	21	16	
CLEARANCE	22	8	13	23	24	11	5	
Clearance Rate	63%	30%	45%	58%	75%	52%	31%	36.6%
ROBB	285	411	398	315	313	290	175	
CLEARANCE	64	104	131	104	94	88	53	
Clearance Rate	22%	25%	33%	33%	30%	30%	30%	27.6%
AGR ASSAULT**	327	412	440	537	506	502	322	
CLEARANCE	181	233	277	343	288	257	151	
Clearance Rate	55%	57%	63%	64%	57%	51%	47%	54.0%
BURG	840	1,027	923	824	1,087	1,335	889	
CLEARANCE	88	113	112	72	87	98	65	
Clearance Rate	10%	11%	12%	9%	8%	7%	7%	11.0%
THEFT	1,124	1,146	1,241	1,082	1,049	1,571	1023	
CLEARANCE	352	377	441	333	368	368	220	
Clearance Rate	31%	33%	36%	31%	35%	23%	22%	20.9%
MVTHEFT	880	949	686	747	960	967	575	
CLEARANCE	114	88	66	60	108	103	63	
Clearance Rate	13%	9%	10%	8%	11%	11%	11%	10.0%
ARSON	56	51	38	40	37	56	17	
CLEARANCE	10	11	2	12	7	7	2	
Clearance Rate	18%	22%	5%	30%	19%	13%	12%	16.6%

*<http://www.fbi.gov/about-us/cjis/ucr/crime-in-the-u.s/2010/crime-in-the-u.s.-2010/tables/10tbl25.xls>
 Cities (100,000 - 249,999)

BUREAU OF SUPPORT SERVICES

VOLUNTEER PROGRAM

January – June 2012

- APD Volunteers have worked a total of **5,072.36** hours
 - Field Services 4,117.06
 - Investigations 189.05
 - Professional Standards 71.14
 - Records 695.11
- The value of the work provided is ***\$118,135.26**
- Decoy Patrol Car Program is functioning 6 days a week.

* Based on \$23.29 an hour

ANIMAL SERVICES KENNEL STATISTICS

ANTIOCH CITY ANIMAL SERVICES INTAKES BETWEEN 01/01/12 and 06/30/12

	CAT	DOG	OTHER	TOTAL
ADOPTRET	4	7	0	11
DOA	54	42	22	118
EUTH REQ	8	44	2	54
OWNER SUR	122	93	11	226
POSS OWNER	10	177	1	188
PROTCT.HD	10	42	1	53
QUARANTINE	1	17	0	18
STRAY	554	486	11	1051
WILDLIFE	0	0	29	29
TOTAL	763	908	77	1748

ANTIOCH CITY ANIMAL SERVICES OUTCOMES BETWEEN 01/01/12 and 06/30/12

	CAT	DOG	OTHER	TOTAL
ADOPTION	143	159	1	303
DIED	27	8	3	38
DOA	58	45	23	126
ESCAPED	0	0	0	0
EUTH	327	295	11	633
FOSTER	40	20	2	62
MISSING	1	0	0	1
RELEASE	0	0	14	14
RESCUE	85	163	11	259
RTO	12	204	0	216
TOTAL	693	894	65	1652

ANTIOCH CITY ANIMAL SERVICES ANIMALS ADOPTED BETWEEN 01/01/12 and 06/30/12

	CAT	DOG	OTHER	TOTAL
ADOPTED	143	158	1	302

ANIMALS ON HAND on June 30, 2012 **266**

January – June 2012

40 Volunteers worked 1,676.16 Hours

*Value of work provided: \$39,037.77

** Based on \$23.29 an hour*

Pay Pal Account Generated: \$600.00

INTERNAL AFFAIRS

January – June 2012

# Complaints	Allegation	Finding
1	Social Network Violation	1 - Sustained
4	Neglect of Duty	1 - Sustained
		3 - Pending
1	Use of Force	1 - Pending
1	Harassment	1 - Pending
3	Unlawful Search/Seizure	2 - Pending
		1 - Exonerated
4	Conduct Unbecoming	3 - Sustained
		1 - Unfounded

6 – Citizen Complaints
8 – Internal Complaints

14 – Total Investigations

GENERAL INVESTIGATION DIVISION

January – June 2011 vs. 2012

OFFENDERS SUBMITTED TO DA			
LEVEL REQUESTED	2011	2012	%CHANGE
DIR/MIS FILE	641	952	48.5%
FEL FILE	553	585	5.8%
TOTAL	1,194	1,537	28.7%
LEVEL FILED	2011	2012	%CHANGE
MISDEMEANOR	299	166	-44.5%
FELONY	253	191	-24.5%
SUB TOTAL	552	357	-35.3%
%FILED	46.2%	23.2%	-49.8%
NCF/PENDING	642	1,180	83.8%

*Pending denotes cases not reported by DA

JUV PROBATION SUBMISSIONS			
	2011	2012	%CHANGE
# CASES	180	125	-30.6%
# INDIVIDUALS	259	147	-43.2%

SPECIALIZED UNITS

NARCOTICS

January – June 2012

SEARCH WARRANTS/SEIZURES	
	2012
Search Warrant	1
Pro/Par Search	14
Guns Seized	4
\$\$\$\$ Seized	\$18,158.00
Meth Seized (grams)	27.6
Marijuana Seized (grams)	11073.2
Cocaine Seized (grams)	15.3
Heroin Seized (grams)	0
Ecstasy Seized (grams)	0
Clan Labs	0
Other (grams)	0

MARIJUANA GROWS

7 – Call-outs

2794 – Plants Seized

SPECIALIZED UNITS INVESTIGATIONS CALL-OUTS January – June 2012

#CALL-OUTS – 12

CHARGES/REASON

4 – Murder

1 – Manslaughter

1 – Justifiable Homicide

2 – Suspicious Deaths

1 – Kidnapping / Robbery

3 – Officer Involved Shooting

SPECIALIZED UNITS

FUGITIVE APPREHENSION

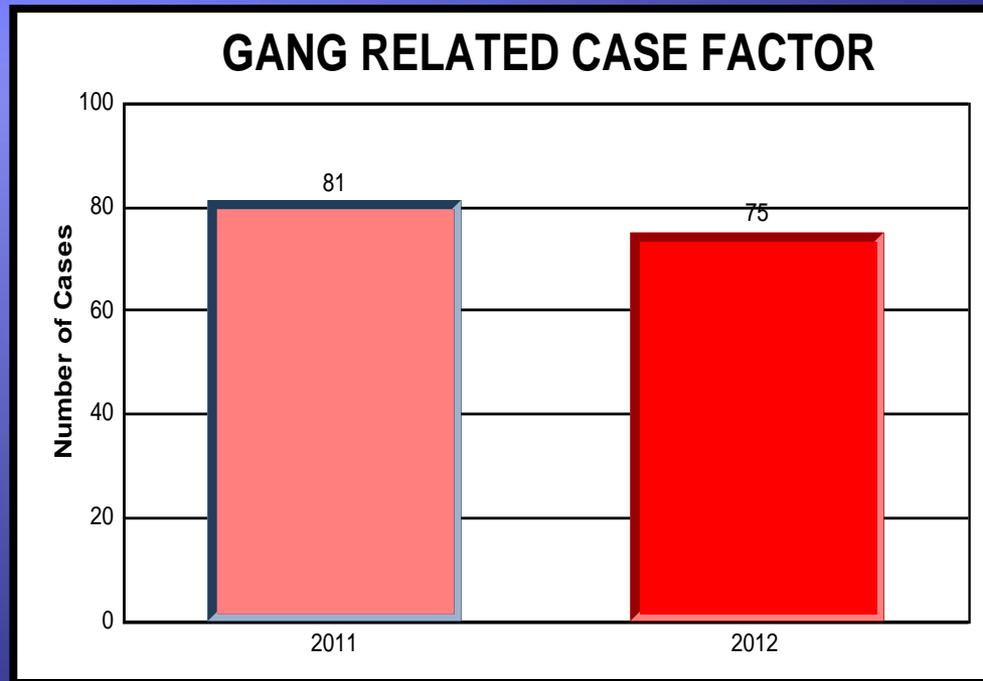
January – June 2012

#OPERATIONS	7
#CASES Involved	3
# ARRESTED	7
CHARGES	5-Murder
	1-Witness Intimidation
	1-Burglary

SPECIALIZED UNITS

GANG UNIT

January – June 2011 vs. 2012



SPECIALIZED UNITS SWAT OPERATIONS January – June 2012

NATURE OF DEPLOYMENT

ARREST WARRANTS/SEARCH: ASSAULT w/DEADLY WEAPON & ROBBERY	1
SEARCH WARRANT: NARCOTICS TRAFFICKING	1
ARREST WARRANTS/PROBATION SEARCH: HOMICIDE	1
(DEA) ARREST WARRANTS/ SEARCH: LARGE SCALE MARIJUANA CULTIVATION	1
PROBATION SEARCH: DANGEROUS GANG MEMBER	1
TOTAL OPERATIONS	5

OUTCOME

SUSPECTS IN-CUSTODY	7
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BUREAU OF FIELD SERVICES

CALLS FOR SERVICE

January – June 2011 vs. 2012

PRIORITY	2011	2012	%CHANGE
1	3,804	4,359	14.6%
2	17,351	19,160	10.4%
3	16,184	14,032	-13.3%
4	2,670	2,647	-0.9%
5	1,023	1,048	2.4%
TOTALS	41,032	41,246	0.5%

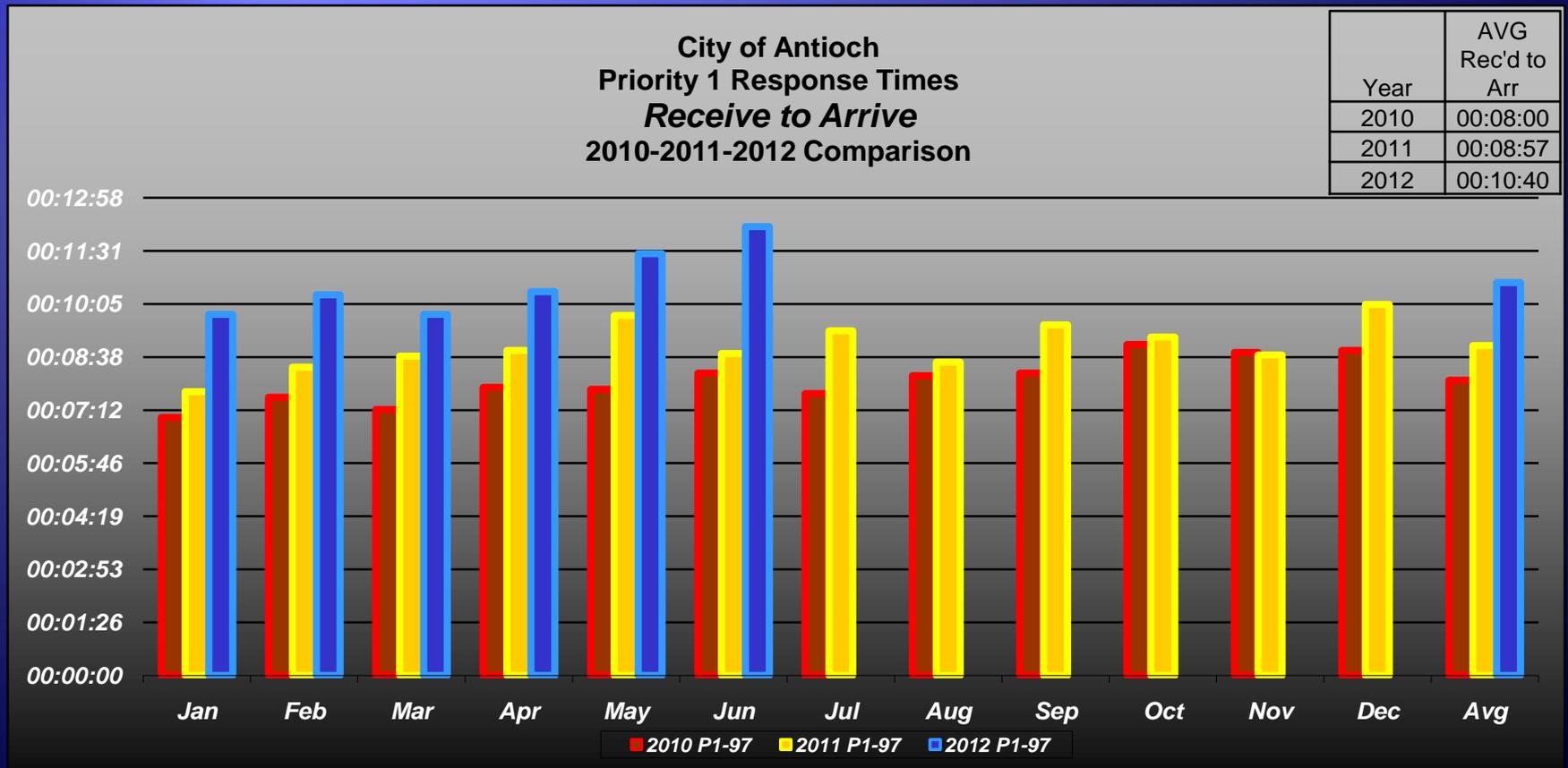
HOW REC'D	2011	2012	%CHANGE
OFFICER ON-VIEW	5,673	4,089	-27.9%
PHONE	34,943	37,013	5.9%
*OTHER	416	144	-65.4%
TOTALS	41,032	41,246	0.5%

*Calls For Service which usually are reported at the Station, via teletype or other non-typical means.

PRIORITY 1 – RESPONSE TIMES

CALL RECEIVED to OFFICER ARRIVED

2010-2011-2012



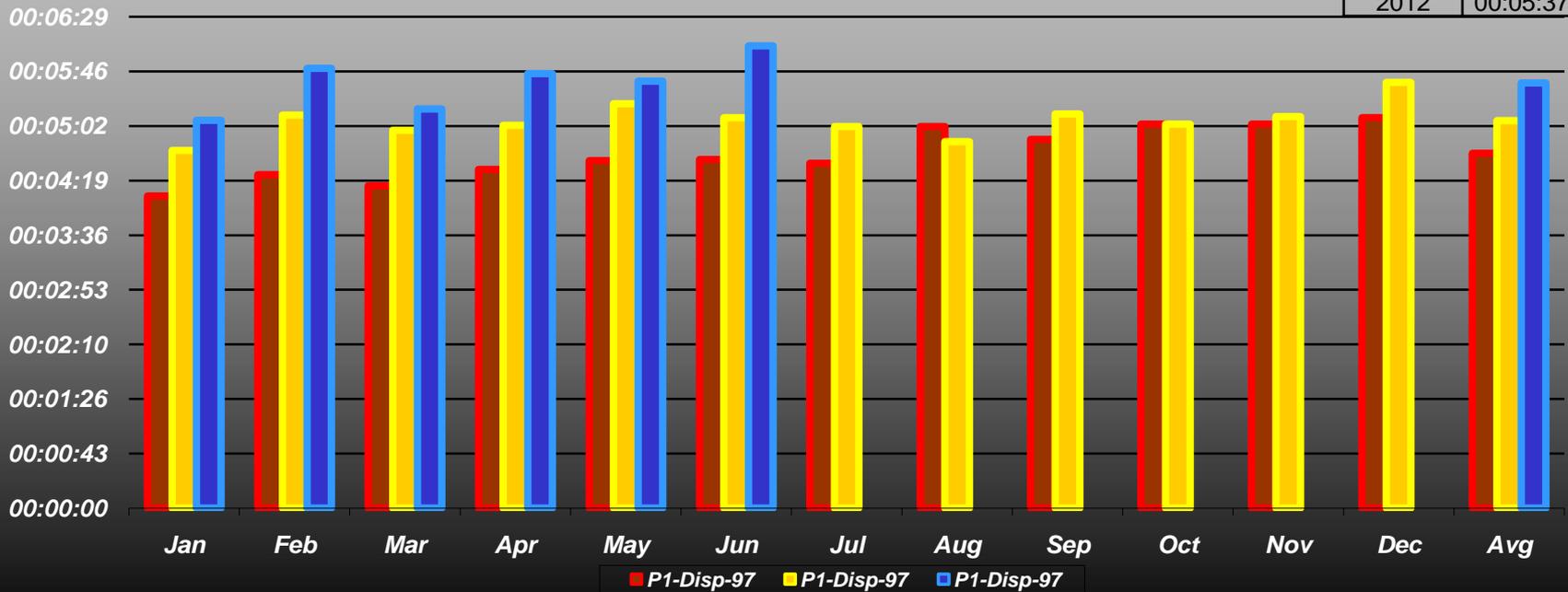
PRIORITY 1 – RESPONSE TIMES

CALL DISPATCHED to OFFICER ARRIVED

2010-2011-2012

City of Antioch
 Priority 1 Response Times
Dispatched to Arrive
 2010-2011-2012 Comparison

Year	AVG Dispatch to Arrive
2010	00:04:41
2011	00:05:07
2012	00:05:37



ARRESTS & CITATIONS

January – June 2011 vs. 2012

ARRESTS			
	2011	2012	%CHANGE
Total	2,258	2,073	-8.2%

CITATIONS			
CLASS	2011	2012	%CHANGE
ATMC	132	102	-22.7%
TRAFFIC	1,810	1,107	-38.8%
**PARK	868	721	-16.9%
TOTAL	2810	1930	-31.3%
**Includes Parking Citations Issued by VIPS			
PARK by VIPS	295	272	

TRAFFIC

January – June 2011 vs. 2012

TRAFFIC COLLISIONS			
CLOSE CLASS	2011	2012	%CHANGE
ACCN	710	623	-12.3%
DUIX	153	127	-17.0%
ACCI	66	125	89.4%
OTHERS	10	10	0.0%
Total	939	885	-5.8%

	2011	2012	%CHANGE
TRAFFIC FATALITIES	2	4	100%

NEW DEVELOPMENTS

TipSoft

- ◆ Citizens can now provide anonymous crime tips by sending a text message to “CRIMES” (274637) with the keyword “Antioch” from a mobile phone.

COPS Grant

- ◆ Antioch PD was awarded \$ 1.5 million dollars in grant funding to hire 5 additional officers.

Promotions

- ◆ We recently promoted 1 lieutenant to captain and 2 sergeants to lieutenant.

NEW DEVELOPMENTS (CONT.)

New Officers

- ◆ We recently hired 2 new officers who are completing their Field Training Program and should soon be patrolling the City.

Reserve Police Officers

- ◆ We are in the process of initiating an expansion of our Reserve Officer Program and will be accepting applications in the near future.

NEW DEVELOPMENTS (CONT.)

K-9 Program

- ◆ We acquired 3 new canines (2 to replace retiring dogs, and 1 new addition to the team). 1 canine was purchased through monies donated by members of the community.

Donations

- ◆ Pay Pal accounts for donations have been established for Animal Services, SWAT, PAL, Explorers, Chaplains, and the K-9 program. Links can be found on the City's website and Facebook pages.

QUESTIONS?

**CITY COUNCIL MEETING
INCLUDING THE PUBLIC FINANCING AUTHORITY AND ANTIOCH
CITY COUNCIL ACTING AS SUCCESSOR AGENCY/HOUSING
SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY**

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

**June 26, 2012
Council Chambers**

5:30 P.M. - CLOSED SESSION

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – This Closed Session is authorized by California Government Code §54957 – City Manager.
- 2. PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – This Closed Session is authorized by California Government Code §54957 – City Attorney.
- 3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION** – Initiation of litigation pursuant to subdivision (c) of California Government Code section 54956.9: 1 case: related to United States Bankruptcy Court, Northern District of California Case No. 12-44668 (Chapter 11 Bankruptcy of Eva Quesada Romero and Gilbert Raymond Romero related to Humphrey's on the Delta Restaurant)

Mayor Davis called the meeting to order at 7:03 P.M., and City Clerk Skaggs called the roll.

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

PLEDGE OF ALLEGIANCE

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

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – no action was taken, **#2 PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – no action was taken, **#3 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION** – Council adjourned to Closed Session after the regular meeting to consider this item.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Nancy Fernandez, Antioch resident, thanked Delta Diablo Sanitation District for cooperating with them and stated she had ideas for educating the public on the details of their program.

Councilmember Agopian thanked Ms. Fernandez for the positive report.

PUBLIC COMMENTS

Ted Vomacka, Antioch resident, requested the Council's support in working with the East Bay Regional Park District to complete the Delta Diablo Trail.

Mayor Davis thanked Mr. Vomacka for bringing the issue forward noting staff had heard the comments and would respond.

Erkci Kachkefola, Antioch resident, questioned what the City had done to protect residents against wrongful foreclosure and address blight left from foreclosed properties.

Mayor Davis thanked Mr. Kachkefola for his comments and stated staff would prepare a response to this issue at a later date.

Martha Parsons, Joy Motts, Allen Payton, and Susan Davis, representing the 4th of July committee, announced they had reached their goal for fundraising and provided event details. They provided Council with tickets for the VIP section. Contact information was given for anyone wishing to participate in the parade. They recognized all volunteers and sponsors for the event.

In response to Councilmember Rocha, Mr. Payton reported they had originally budgeted staff time at \$34,000 and at this time they were at \$12,500. He noted any additional donations and proceeds would roll over to next year's event.

Mayor Davis thanked the committee for organizing the event. He requested the committee provide him with the names of all volunteers so that he could personally thank them.

Mayor Davis recognized the volunteers who replanted the planter boxes downtown.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Rocha reported on her attendance at the Senior Picnic and a meeting held with residence of the Hudson Apartments.

Mayor Davis reported on his attendance at the meeting held at the Hudson Apartments.

Councilmember Kalinowski stated he felt the City Manager should follow up with management of the Hudson Apartments and request that he attend a future Council meeting. He reported a potential settlement should be coming by the second meeting in July regarding the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) and the City of Pittsburg.

MAYOR'S COMMENTS

Mayor Davis reported on the Relay for Life event and thanked all participants.

PRESENTATION

Delta Diablo Sanitation District – *“Street Sweeping Program”*.

Gary Darling, General Manager, Delta Diablo Sanitation District, discussed the functions of the District and introduced Angela Lowerly.

Angela Lowrey, Public Information Manager, Delta Diablo Sanitation District, gave a brief overhead presentation of the Delta Diablo Sanitation District "Street Sweeping Program". She suggested Council consider a street sweeping appreciation week as outreach to the community. She provided contact information and encouraged residents to provide feedback on their program. She stated they had staff available to address community groups regarding their programs and services.

Councilmember Agopian thanked Ms. Lowrey for the presentation and conducting community outreach.

In response to Council, Ms. Lowrey stated if the street sweeping company was willing, they would request they make a notation of vehicles that appeared to be code enforcement issues. She also stated she would provide the cost of increasing residential service to twice a month. She noted she was continuing to work cooperatively with Allied Waste to coordinate activities and would report back to Council on this issue.

Mayor Davis stated he anticipated a presentation to Council from Allied Waste, in the future.

Councilmember Harper stated the presentation would be good information for the Neighborhood Watch program.

Ms. Lowrey informed the public that there was a street sweeping schedule, listed alphabetically by street name, on the Delta Diablo Sanitation District's website.

1. COUNCIL CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR JUNE 12, 2012

B. APPROVAL OF COUNCIL WARRANTS

C. APPROVAL OF TREASURER'S REPORT FOR MAY 2012

D. REJECTION OF CLAIMS

1. Colleen Fisk 11/12-2023 (personal injury)
2. Vitus Nnanna and Chika Nnanna 12/13-2057 (emotional distress & loss)

E. RESOLUTION NO. 2012/42 SALARY DECREASE FOR ELECTED OFFICIALS DUE TO FINANCIAL CHALLENGES FACING THE CITY

F. AUTHORIZATION TO AMEND THE CONTRACT WITH CIRCLEPOINT FOR THE PREPARATION OF THE ENVIRONMENTAL IMPACT REPORT FOR THE RODDY RANCH PROJECT

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

Item E – Following discussion, Council consensus supported bringing the Council benefits package back on a future agenda for discussion.

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

COUNCIL REGULAR AGENDA

2. RESOLUTION REQUESTING AND CONSENTING TO CONSOLIDATION OF ELECTIONS; AND SETTING SPECIFICATIONS OF THE ELECTION ORDER FOR THE NOVEMBER 6, 2012 REGULAR ELECTION

City Clerk Skaggs announced the General Election cycle for November 6, 2012, and provided information for obtaining and filing nomination papers.

City Attorney Nerland presented the staff report dated June 14, 2012, recommending the City Council adopt the resolution requesting and consenting to consolidation of Elections; and setting specifications of the election order for the November 6, 2012 Regular Election including that candidate statements are limited to 250 words and the candidates are responsible for the costs of printing such statements. She reiterated the close of filing is Thursday, August 9, 2012 at 5:00 P.M. and appointments are strongly encouraged for candidates picking up and filing papers.

RESOLUTION NO. 2012/43

On motion by Councilmember Harper, seconded by Councilmember Agopian, the Council unanimously approved the resolution.

PUBLIC FINANCING AUTHORITY AGENDA

City Clerk Skaggs called the City Council roll call including the Public Financing Authority and the City Council acting as Successor Agency/Housing Successor to the Antioch Development Agency.

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

3. **APPROVING OPERATING BUDGET FOR THE FISCAL YEAR 2012-13 WITH PROPOSED REVISIONS TO THE FISCAL YEAR 2011-12 BUDGET**
4. **RESOLUTION OF THE CITY OF ANTIOCH PUBLIC FINANCE AUTHORITY ADOPTING THE 2012-13 AND REVISING THE 2011-12 BUDGETS**
5. **CITY OF ANTIOCH AS SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY**
- C. **RESOLUTION OF THE CITY OF ANTIOCH AS SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY ADOPTING THE FISCAL YEAR 2012-13 BUDGET AND REVISING THE 2011-12 BUDGET AS RELATED TO THE ACTIVITES OF THE SUCCESSOR AGENCY AND HOUSING SUCCESSOR**

City Manager Jakel introduced the Fiscal Year 2012-13 Budget Item.

Finance Director Merchant presented a brief overhead presentation of the Fiscal Year 2012-13 Budget and the staff report dated June 18, 2012, recommending the City Council adopt the resolutions.

Director of Public Works Bernal gave a brief overhead presentation of the proposed Public Works Reorganization.

Finance Director Merchant reported the City had received a COPS Hiring Grant which would be brought back as a budget amendment once there was a final grant agreement and a timeframe for hiring.

Councilmember Kalinowski stated it was his understanding code enforcement funds were to be expended in the upcoming budget year. He requested staff provide the actual costs to the City for the entry level Police Officer position and report back if the Police Department was meeting the state goal for answering 911 calls. He suggested if there was not deterioration based on the City's 2% reduction in property taxes; the Council consider, in July, the restoration of the 40-hour work week. He also suggested meeting with the Department Heads to determine the actual number of employee positions within their departments and eliminating all other unfilled staff positions.

Councilmember Harper discussed the importance of establishing sound budget principles and voiced his support for reestablishing the 40-hour work week for employees while continuing to look for ways to increase salary savings.

Councilmember Rocha voiced her support for using all of the available code enforcement funds this fiscal year and noted she felt the City needed to continue to support free activities for the community.

Councilmember Agopian clarified his intent was to use the \$100,000 in GenOn monies immediately in the upcoming budget year for code enforcement and requested that be reflected in the budget. He proposed the City recognize the structural deficit, utilize an 8% reserve trigger, get community budget input in the coming year, eliminate vacant employee positions, authorize one time money to be used to rebuild reserve accounts and focus on revenue enhancement going forward.

Mayor Davis highlighted the accomplishments (page ii) of the Fiscal Year 2012-12 Draft Operating Budget. He voiced his support for eliminating the unfilled staff positions.

Councilmember Kalinowski agreed that one time funds should be used to rebuild reserve accounts. He requested a parcel/sales tax measure discussion be agendize in July. He stated he feels a revenue enhancement should be dedicated solely for new service enhancements, with monies spent based on input from a community oversight committee and the only veto power bring a 4/5 super majority vote of Council.

Councilmember Harper voiced his support for eliminating only those positions that there was no plan for funding in the future. He stated one time monies dedicated to reserve funds should come with the caveat the City Manager could make a case to the City Council when funds were needed for a specific use.

Finance Director Merchant stated staff would bring back a formal policy resolution for Council consideration in July.

Councilmember Agopian voiced his support for going to a 40-hour work week and eliminating any unfilled positions with the opportunity to consider new positions in the future.

RESOLUTION NO. 2012/44
RESOLUTION NO. 2012/45
RESOLUTION NO. 2012/46

On motion by Councilmember Kalinowski, seconded by Councilmember Harper, the Council unanimously approved the resolutions.

City Manager Jakel thanked Finance Director Merchant, staff, and Councilmember Kalinowski for contributing to the Fiscal Year 2012/13 budget process.

- 5. CITY OF ANTIOCH AS SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY**
 - A. APPROVAL OF SUCCESSOR AGENCY WARRANTS**
 - B. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

On motion by Councilmember Rocha, seconded by Councilmember Harper, the Council unanimously approved the Successor Agency Warrants and Housing Successor Warrants.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Manager Jakel announced the Council would be holding regular meetings on July 10 and 24, 2012 and the Mayor's conference would be held on July 12, 2012.

COUNCIL COMMUNICATIONS

Mayor Davis adjourned to Closed Session at 9:03 P.M.

CLOSED SESSION - *Continued*

3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION – Initiation of litigation pursuant to subdivision (c) of California Government Code section 54956.9: 1 case: related to United States Bankruptcy Court, Northern District of California Case No. 12-44668 (Chapter 11 Bankruptcy of Eva Quesada Romero and Gilbert Raymond Romero related to Humphrey's on the Delta Restaurant)

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report: **#3 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION** – direction was given to staff.

ADJOURNMENT

With no further business, Mayor Davis adjourned the meeting at 9:41 P.M. to the next regularly scheduled Council meeting on July 10, 2012.

Respectfully submitted:

DENISE SKAGGS, City Clerk

ANTIOCH CITY COUNCIL

Regular Meeting
7:00 P.M.

July 10, 2012
Council Chambers

6:15 P.M. - CLOSED SESSION

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – This Closed Session is authorized by California Government Code §54957 City Manager.
- 2. PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – This Closed Session is authorized by California Government Code §54957 – City Attorney.

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – no reportable action, **#2 PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – no reportable action.

Mayor Pro Tem Harper called the meeting to order at 7:07 P.M., and City Clerk Skaggs called the roll.

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

Mayor Pro Tem Harper announced Mayor Davis was with family this evening pending the eminent passing of his father.

PLEDGE OF ALLEGIANCE

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

PROCLAMATION

Firefighters “Fill the Boot” for Muscular Dystrophy, July 23 and 25, 2012

Councilmember Rocha presented the Proclamation proclaiming July 23 and 25, 2012 as *Firefighters “Fill the Boot” for Muscular Dystrophy* to Kirsha Zupetz, Executive Director of the Muscular Dystrophy Association for the Greater Bay Area, who accepted the Proclamation and thanked the City for the recognition.

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Walter Ruehlig and Members of the 4th of July Committee, thanked the City for their support of the event and reported it was a well attended and successful event. Council was presented with t-shirts and staff, the public, and sponsors who participated, were thanked for their support. Awards were presented to the parade participant winners.

A

07/24/12

The Council thanked the 4th of July Committee for their hard work organizing a very successful event.

Ms. Davis thanked Mayor Pro Tem Harper for acknowledging Mayor Davis was out to make his father's journey easy.

Councilmember Rocha acknowledged Diane Gibson-Gray for assisting in the accounting for the event.

With concurrence of the Council, the Presentation was moved up on the agenda as the next item of business.

PRESENTATION

District Attorney Mark Peterson gave a brief overhead presentation of his professional background and the programs and services provided by the District Attorney's Office.

Mayor Pro Tem Harper thanked District Attorney Peterson for being in attendance to make the presentation.

Councilmember Agopian thanked District Attorney Peterson for the presentation and voiced his support for the adoption of a daytime curfew ordinance.

In response to Councilmember Agopian, Mr. Peterson offered to meet with interested parties to discuss ways to address illegal squatters.

Councilmember Kalinowski reported his interaction with the District Attorney's office over the past 18 years; had been professional. He thanked Mr. Peterson for his flexibility and understanding globally, the issues in the community.

District Attorney Peterson stated he looked forward to working with the City to enhance public safety.

PUBLIC COMMENTS

Mayor Pro Tem Harper read written comment from Nickole Borslon thanking the Council for considering Consent Calendar, Item H, for approval.

Fred Hoskins, Antioch resident, reiterated his request to agendize a discussion regarding charging non-profits for displaying signage. He questioned how the public could get an item placed on the agenda. He encouraged residents to utilize resources in their neighborhoods to help reduce criminal activity, attend, and participate in Council meetings.

Carolyn Taylor stated her prayers were with Mayor Davis and his family. She apologized for the treatment Councilmember Rocha and Mayor Davis had received by the management of the Hudson Town House Apartments during their onsite visit. Speaking to the letter received by the

legal counsel for Hudson Townhouse Manor as well as its management company, FPI Management Inc., she noted the portable units they had offered were insufficient in keeping their apartments cool. She reported Mr. Arthur had offered to meet with her next week, however, his office had requested she not attend this evening's Council meeting. She provided documentation from the Fire Department of the current codes pertaining to window air conditioning units. She thanked Council for their assistance in attempting to get air conditioning reinstalled in their apartments.

Julie Young, Antioch resident, updated the Council on the opening of Nelson Ranch Park and discussed incidences that had occurred since the park had opened. She noted the Antioch Police Department had not responded to her calls for service and they did not want to engage the people themselves, for fear of retaliation.

Norris and Trisha Jones, Antioch residents, reported their home backed 18th Street and their fence was in disrepair due to the ivy not being properly maintained on the City's side. She also noted the ivy had attracted rodents and they had been unable to enjoy their backyard. She provided photos and requested the City repair the fence and consider replacing it with a sound wall to prevent vehicles from coming through the fence into their yards.

Mayor Pro Tem Harper requested staff contact the homeowners and look into the issue.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Rocha reported on a phone call she received from the management of the Hudson Townhouse Manor. She noted Council was concerned and would be following up on the issues.

Mayor Pro Tem Harper reported on his attendance at a neighborhood walk with Antioch Church Family.

MAYOR'S COMMENTS - None

1. COUNCIL CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR JUNE 26, 2012 – *Continued to July 24, 2012*

B. APPROVAL OF COUNCIL WARRANTS

C. REJECTION OF CLAIM

1. Melvin DeVan Daniel 12/13-2071 (personal injury/property damage)

D. RESOLUTION NO. 2012/47 CONFIRMING CONSOLIDATION OF ELECTION, CANDIDATES STATEMENT WORD COUNT AND CLARIFYING COSTS FOR THE NOVEMBER 6, 2012 REGULAR ELECTION

- E. **RESOLUTION NO. 2012/48** OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CONFIRMING CANVASS BY THE COUNTY CLERK OF CONTRA COSTA OF BALLOTS CAST AT THE PRIMARY ELECTION HELD ON JUNE 5, 2012
- F. **RESOLUTION NO. 2012/49** ADOPTION OF THE 5-YEAR CAPITAL IMPROVEMENT PROGRAM 2012-2017 (P.W. 150-12)
- G. **RESOLUTION NO. 2012/50** APPROVING THE REIMBURSEMENT AGREEMENT WITH LOWE'S HIW, INC. FOR LONE TREE WAY WIDENING AND AN AMENDMENT TO THE 2011-2012 MEASURE "J" BUDGET (PD-04-2 & UP-04-4)
- H. CONSIDERATION OF BIDS FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE HANDICAP ACCESSIBLE RAMPS AT MISCELLANEOUS LOCATIONS 2012-2013, (P.W. 507-14)
- I. APPROVAL OF PROPOSAL AND AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH BROWN AND CALDWELL FOR ENGINEERING DESIGN FOR THE CAMBRIDGE TANK EXPANSION PROJECT (P.W. 365-T3)
- J. AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH ANN B. SPAULDING
- K. **RESOLUTION NO. 2012/51** AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT EXTENSION WITH THE ENVIRONMENTAL CONSULTING FIRM CIRCLE POINT TO UPDATE AND AUGMENT THE EXISTING ENVIRONMENTAL DOCUMENTATION PREPARED FOR THE NORTHEAST ANTIOCH ANNEXATION

On motion by Councilmember Kalinowski, seconded by Councilmember Agopian, the Council unanimously approved the Council Consent Calendar with the exception of Items F, H, J, and K, which were removed for further discussion.

Item F – In response to Councilmember Agopian, Director of Public Works/City Engineer Bernal reported the restroom pad had an area to accommodate a future bait and tackle shop and noted the improvements for "L" Street would be included in the CIP discussion next year.

On motion by Councilmember Agopian, seconded by Councilmember Kalinowski, the Council unanimously approved Item F.

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

Item J – Director of Public Works/City Engineer Bernal presented the staff report dated June 13, 2012 recommending Council approve the Seventh Amendment to the Consultant Services Agreement.

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

Ayes: Harper, Kalinowski, Rocha

Noes: Agopian

Absent: Davis

Item K – City Manager Jakel presented the staff report dated July 3, 2012 recommending the Council adopt the resolution.

Councilmember Kalinowski stated his following motion to approve the resolution was with the understanding the funds would come from the identified source listed in the staff report.

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

COUNCIL REGULAR AGENDA

2. KELLY'S CARD ROOM

City Attorney Nerland presented the staff report dated July 3, 2012 recommending the City Council provide direction regarding the request of Blarney LLC to allow Kelly's Card Room license at 408 O Street not to expire and be extended for six months (or longer) to allow the potential new buyers to propose the transfer of the license to another site, which has not been identified yet.

Richard Shindle, representing Blarney LLC., stated they had entered into an agreement to acquire Kelly's Restaurant Card Room license and business and were assured by the seller that the building could be renovated in a short time, however upon inspection they found the building to be in disrepair with the need for substantial upgrades. He stated they would like to continue with the acquisition of the license and look for an alternative location within the City, therefore they were requesting the Card Room license be extended for 12-18 months. He discussed the success of their Card Room/Restaurant in Petaluma.

Paul Justi, representing the owner of Kelly's Card Room Al Cianfichi, requested the Council grant a 6-month discretionary extension for the Card Room license. He gave a brief background of the business. He stated they were attempting to negotiate the sale of the business and the transfer of the business license with Blarney LLC., and with more time, they felt they could complete the transaction and maintain the Restaurant/Card Room as an asset for the City.

Fred Hoskins, Antioch resident, urged the City to consider the extension and an increase to the business license fees for Card Rooms.

Mayor Pro Tem Harper reported he and Councilmember Rocha met with Mr. Cianfichi and he had not been forthright regarding the status of the license. Furthermore he noted the staff report did not include information with regard to the condition of the building, therefore, he would not be supportive of an extension.

In response to Councilmember Kalinowski, Mr. Justi clarified they were continuing to negotiate with the buyers, in good faith it was within the Council's discretion to raise taxes with respect to Card Rooms to correspond with other jurisdictions.

In response to Council, City Attorney Nerland clarified Council had the authority to limit the extension to the current investor and noted under the ordinance, there was only one 6-month extension allowed. She further noted the term "Hardship" was not defined in this provision of the Municipal Code, therefore, the Council could consider a finding regarding the outcome of the inspection.

Councilmember Rocha stated she would support the extension to allow time for the investor to find a suitable alternative location.

In response to Councilmember Agopian, Mr. Justi clarified the contract for purchasing the building and business with the Card Room license was signed on May 14, 2012.

Mr. Shindle stated their intention was to open the business at the "O" Street location immediately following the purchase, however the City's Building Inspector had indicated significant issues would prohibit the restaurant from opening. He noted he did not believe the building could be delivered in a condition that would make it sellable, and if not, they would like to continue with the acquisition of the license and find an alternative location. He stated they would be willing to hold discussions with the City with regards to increasing the taxation for tables and gaming revenues.

Mr. Justi stated the seller would be willing to sell just the license, however, they wanted to attempt to deliver the building under the contract and remedy the building defects.

Councilmember Agopian encouraged the buyer and seller to negotiate a contract that would be satisfactory to both parties. He noted based on the Municipal Code, he felt the Council did not have the authority to approve an additional 6-month extension for the buyer to find an alternative location.

Captain McConnell reported over a two-year period of time, Kelly's Restaurant/Card Room had 32 calls for service and the 19th Hole had 86.

On motion by Councilmember Kalinowski, seconded by Councilmember Rocha, the Council allowed the Card Room license not to expire for 6-months at the 408 "O" Street location if Blarney LLC and current owner/licensee complete the purchase by 5:00 P.M. on July 20, 2012 and the Card Room operation at that location would open prior to January 23, 2013. The motion carried the following vote:

Ayes: Kalinowski, Rocha, Agopian

Noes: Harper

Absent: Davis

Councilmember Kalinowski stated if new owners, in the future, determine they want to relocate the business, the Council could revisit that proposal.

3. BENEFITS FOR ELECTED OFFICIALS

This item was requested by Mayor Davis. Due to his absence, and with concurrence of the Council, this item was continued.

Fred Hoskins, Antioch resident, requested clarification with regard to the dollar amount of health benefits outlined in the resolution.

Councilmember Kalinowski clarified the resolution indicated the current amounts paid to Councilmembers who elected to take medical coverage. He requested when this item return to Council, staff include the total costs of benefits and a comparison of benefits with like-cities.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Manager Jakel announced Council would be meeting on July 24, and there would be a single meeting in August on the 14th. He reported Councilmember Kalinowski had previously indicated he would not be present at the August 14, 2012 meeting.

COUNCIL COMMUNICATIONS

Councilmember Agopian requested the Council consider holding a special meeting on July 17, 2012, to discuss the efforts of local citizens to bring forward polling for a parcel/sales tax to enhance police services.

City Attorney Nerland reported if the Council supported the ordinance to move a parcel tax forward, the timeline necessary for approval would require it to be drafted for adoption by next week.

Following discussion, Council agreed the timeline would prohibit the passage of a sales/parcel tax measure by ordinance and therefore, a special meeting would not be warranted.

Councilmember Kalinowski cautioned Council on the need for transparency when involved with a committee conducting polling without briefing or knowledge, through a subcommittee report.

ADJOURNMENT

With no further business, Mayor Pro Tem Harper adjourned the meeting at 9:28 P.M. to the next regular Council meeting on July 24, 2012.

Respectfully submitted:

DENISE SKAGGS, City Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JULY 4 - 18, 2012
 FUND/CHECK#

100 General Fund

Non Departmental

340238	BIG AIR HEATING & AIR CONDITIONING	SMI FEE REFUND	1.50
340264	DEPT OF CONSERVATION	SMI FEES	4,798.63
340268	DOUGLAS HERRING AND ASSOCIATES	PROFESSIONAL SERVICES	12,909.00
340279	GLOBALSTAR	TELECOMMUNICATIONS SERVICE	43.57

City Manager

340308	OFFICE MAX INC	OFFICE SUPPLIES	31.80
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City Attorney

201630	BANK OF AMERICA	WEBINAR	25.00
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City Clerk

340273	EIDEN, KITTY J	MINUTES CLERK	168.00
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City Treasurer

340278	GARDA CL WEST INC	ARMORED CAR PICK UP	208.37
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Economic Development

340305	MUNICIPAL RESOURCE GROUP LLC	CONSULTANT SERVICES	10,968.00
917629	BERNICK, MICHAEL	PROFESSIONAL SERVICES	1,620.00

Finance Accounting

917636	SUNGARD PUBLIC SECTOR INC	MONTHLY ASP SERVICE	12,361.99
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Non Departmental

201906	REDBOX AUTOMATED RETAIL LLC	BUS LIC APP FEE REFUND	30.00
201907	JENNY CRAIG WEIGHT LOSS CTR	BUS LIC APP FEE REFUND	30.00
201908	RICARDO PAINT & AUTO REPAIR	BUS LIC OVERPAYMENT REFUND	72.50
201909	NCR CORP	STICKER FEE REFUND	40.00
201910	SYSCO FOOD SERVICE OF MODESTO	STICKER FEE REFUND	5.00
340241	CHATEAU MOBILE HOME PARK	BUS LIC OVERPAYMENT REFUND	154.44
340281	HARBISON MAHONY HIGGINS BUILDERS	BUS LIC OVERPAYMENT REFUND	200.15
340338	WAGeworks	ADMIN FEES	150.00

Public Works Street Maintenance

340259	CROP PRODUCTION SERVICES INC	CHEMICALS	9,428.59
340262	DELTA GRINDING CO INC	EQUIPMENT RENTAL	4,550.00
340288	JD PARTNERS CONCRETE	CONCRETE REPAIR	22,200.00
340294	L SERPA TRUCKING INC	TRUCK RENTAL	6,876.90

Public Works-Signal/Street Lights

340250	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	71,651.16
340267	DILLON ELECTRIC INC	ELECTRICAL SERVICES	470.00
340287	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,441.93
340329	STATE OF CALIFORNIA	SIGNAL LIGHTS	1,714.77

Public Works-Striping/Signing

340261	DELTA FENCE CO	FENCE REPAIR	54.00
917632	GRAINGER INC	SUPPLIES	318.83

Public Works-Facilities Maintenance

340243	COLE SUPPLY CO INC	SUPPLIES	87.03
340249	CONTRA COSTA COUNTY	PROGRAM FEES	3,445.00
340330	STATE OF CALIFORNIA	ELEVATOR INSPECTION	450.00

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JULY 4 - 18, 2012
 FUND/CHECK#

Public Works-Parks Maint

340261 DELTA FENCE CO	FENCE REPAIR	974.00
340310 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	5,375.60

Public Works-Median/General Land

340224 ACE HARDWARE, ANTIOCH	SUPPLIES	41.53
340277 FURBER SAW INC	SUPPLIES	1,984.57
340287 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	338.22
340309 ORCHARD SUPPLY HARDWARE	SUPPLIES	30.80
340311 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	8,843.00
917634 JOHN DEERE LANDSCAPES PACHECO	SUPPLIES	386.71

Police Administration

201874 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	5.00
340234 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	87.50
340240 CALIFORNIA POLICE CHIEFS ASSOC	REGISTRATION-KELLEY/AGUINAGA	390.00
340258 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	225.00
340279 GLOBALSTAR	TELECOMMUNICATIONS SERVICE	43.58
340284 HOLIDAY INN	LODGING-LADUE	341.58
340308 OFFICE MAX INC	OFFICE SUPPLIES	950.83
340339 WESTERN AUTO THEFT INVESTIGATORS	TRAINING	25.00
917628 ARATA PRINTING	BUSINESS CARDS	216.50
917632 GRAINGER INC	SUPPLIES	538.52

Police Community Policing

201660 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	50.00
201873 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	54.00
201874 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	10.44
340245 COLLEY, JAMES M	MILEAGE REIMBURSEMENT	87.72
340282 HARGER, MATTHEW J	PER DIEM	106.50
340291 KIDD, CHRISTOPHER C	MILEAGE REIMBURSEMENT	38.85
340295 LADUE, DONALD	PER DIEM	168.00
340337 VALLIERE, CHRISTOPHER J	EXPENSE REIMBURSEMENT	552.11
340341 WHITE, RYAN K	PER DIEM	106.50

Police Investigations

201660 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	50.00
201873 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	45.00
201874 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	83.80
340251 CONTRA COSTA COUNTY	LAB TESTING	15,860.00
340252 CONTRA COSTA COUNTY	APD SHARE	103,432.00
340257 COURT SERVICES INC	PRISONER TRANSPORTATION	1,745.00
340301 METRO PCS	PHONE RECORDS	500.00

Police Special Operations Unit

340254 CONTRA COSTA NEWS REGISTERS	PUBLICATION NOTICE	255.00
340333 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	768.58

Police Communications

340235 AT AND T MOBILITY	HIGH SPEED WIRELESS	840.92
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Police Facilities Maintenance

340249 CONTRA COSTA COUNTY	PROGRAM FEES	3,093.00
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CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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340285 HONEYWELL INTERNATIONAL INC	EQUIPMENT SERVICE	37,292.59
340330 STATE OF CALIFORNIA	ELEVATOR INSPECTION	225.00
917632 GRAINGER INC	SUPPLIES	1,020.18
Community Development Neighborhood Improvement		
340334 TURNAGE II, KEN	ABATEMENT SERVICE	2,429.07
Community Development Building Inspection		
340238 BIG AIR HEATING & AIR CONDITIONING	ENERGY INSPECTION FEE REFUND	75.52
Capital Imp. Administration		
201663 DS WATERS OF AMERICA	WATER	43.92
210 Federal Asset Seizure Fund		
Asset Forfeiture		
340256 COPLOGIC	MAINTENANCE AND SUPPORT	10,500.00
212 CDBG Fund		
CDBG		
340300 MCK SERVICES INC	PAVEMENT PROJECT	242,761.32
213 Gas Tax Fund		
Streets		
340320 REDGWICK CONST CO	PAVEMENT PROJECT	7,118.39
214 Animal Control Fund		
Animal Control		
340230 ANIMAL SUPPLY LOGISTICS	SUPPLIES	813.61
340271 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	579.50
216 Park-In-Lieu Fund		
Parks & Open Space		
340317 PRECISION LEAK DETECTION INC	REPAIR SERVICE	1,852.37
219 Recreation Fund		
Non Departmental		
340326 SOWELL, ASHLEY	DEPOSIT REFUND	450.00
Senior Programs		
340263 DELTA LOCK KEY AND SAFE	LOCK REPLACEMENT/KEYS	512.38
Recreation Classes/Prog		
201846 CRISCOLOGO, CELINA	CLASS REFUND	58.00
201847 ORTIZ ANDES, VERONICA	CLASS REFUND	68.00
340272 EDUCATION TO GO	CONTRACTOR PAYMENT	186.75
340328 STARGAZERS/TRACI MARTIN	CONTRACTOR PAYMENT	826.00
340331 SUAREZ, VANESA	CLASS REFUND	151.00
Recreation Camps		
340275 EVANS, MARIA	CLASS REFUND	130.00
Recreation Sports Programs		
340247 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	2,028.00
340332 TEAMSIDELINE.COM	SCHEDULING MANAGEMENT TOOL	499.00
917627 A AND B CREATIVE TROPHIES	SUPPLIES	432.46
Recreation Special Needs		
340308 OFFICE MAX INC	OFFICE SUPPLIES	46.61
Recreation Concessions		
340303 MOUNTAIN MIKE'S PIZZA	PARTY PIZZA	313.69

Prepared by: Georgina Meek
 Finance Accounting
 7/19/2012

July 24, 2012

CITY OF ANTIOCH
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340336 US FOODSERVICE INC	CONCESSION SUPPLIES	194.50
Recreation-New Comm Cntr		
340236 BAY BUILDING MAINTENANCE INC	CUSTODIAL SERVICES	995.00
220 Traffic Signalization Fund		
Traffic Signals		
340312 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,000.00
229 Pollution Elimination Fund		
Channel Maintenance Operation		
340231 ANKA BEHAVIORAL HEALTH INC	LANDSCAPE SERVICES	7,268.00
340277 FURBER SAW INC	SUPPLIES	32.69
Storm Drain Administration		
340250 CONTRA COSTA COUNTY	AQUATIC PESTICIDE PERMIT	54,208.00
238 PEG Franchise Fee Fund		
Non Departmental		
340285 HONEYWELL INTERNATIONAL INC	EQUIPMENT SERVICE	29,199.98
251 Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1		
340307 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	2,700.00
340310 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	1,914.00
Lonetree Maintenance Zone 2		
340307 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	2,400.00
340310 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,074.00
Lonetree Maintenance Zone 3		
340310 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,668.00
340311 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,332.00
Lonetree Maintenance Zone 4		
340307 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	825.00
252 Downtown SLLMD Fund		
Downtown Maintenance		
340310 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	6,750.00
253 Almondridge SLLMD Fund		
Almondridge Maintenance		
340307 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,175.00
254 Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1		
340287 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	119.85
340310 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,204.00
Hillcrest Maintenance Zone 2		
340310 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	6,497.00
Hillcrest Maintenance Zone 4		
340310 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,088.00
256 Citywide 2A Maintenance District Fund		
Citywide 2A Maintenance Zone 6		
340310 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	1,508.00
Citywide 2A Maintenance Zone 9		
340311 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,571.00

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CITY OF ANTIOCH
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Citywide 2A Maintenance Zone10

340307 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	745.00
340310 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	9,950.00

259 East Lone Tree SLLMD Fund

Zone 1-District 10

340287 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	114.07
340307 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,200.00

311 Capital Improvement Fund

Energy Efficiency

340263 DELTA LOCK KEY AND SAFE	DUPLICATE KEYS	100.00
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Public Buildings & Facilities

340237 BEALS ALLIANCE INC	DESIGN SERVICE-TURF FIELD	3,425.49
340246 COMMERCIAL POOL SYSTEMS INC	POOL REPAIR	3,109.44
340317 PRECISION LEAK DETECTION INC	REPLACE DRAIN COVERS	9,989.00

312 Prewett Family Park Fund

Parks & Open Space

340228 AMERITEX INDUSTRIES INC	LINENS	1,536.10
340229 AMS DOT NET INC	LABOR CHARGE	6,227.29
340290 KATOM RESTAURANT SUPPLY INC	PORTABLE BAR	3,727.88

333 ADA - Area 3 Fund

ADA

340223 CONTRA COSTA COUNTY	AB1484 TRUE UP	134,021.70
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570 Equipment Maintenance Fund

Equipment Maintenance

340225 ALL STAR AUTO ELECTRIC	ALTERNATOR	465.48
340232 ANTIOCH AUTO PARTS	AUTO PARTS STOCK	441.99
340233 ANTIOCH CHRYSLER JEEP DODGE	WINDOW SWITCH	188.36
340242 CHUCKS BRAKE AND WHEEL SERVICE	BATTERIES	655.33
340253 CONTRA COSTA HOSE AND FITTINGS	HOSE	102.78
340269 EAST BAY TIRE CO	TIRE REPAIR	130.16
340270 EAST BAY TRUCK CENTER	RADIATOR	1,187.19
340314 PETERSON	AIR FILTER	28.38
340315 PETERSON	SEAT COVER	308.50
340325 SCOTTOS AUTO BODY INC	REPAIR SERVICE	6,938.85
917632 GRAINGER INC	SUPPLIES	531.52

573 Information Services Fund

Network Support & PCs

340266 DIGITAL SERVICES	WEBSITE MAINTENANCE	3,000.00
917631 COMPUCOM SYSTEMS INC	SOFTWARE SERVICE	5,790.00

Telephone System

201496 AMERICAN MESSAGING	PAGER	31.28
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Office Equipment Replacement

340283 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	831.56
340319 QUICK PC SUPPORT	SERVICE CONTRACT	12,500.00
917630 CDW GOVERNMENT INC	SOFTWARE SERVICE	6,191.43

Prepared by: Georgina Meek
 Finance Accounting
 7/19/2012

July 24, 2012

CITY OF ANTIOCH
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611 Water Fund

Non Departmental

340243 COLE SUPPLY CO INC	SUPPLIES	164.41
917633 HAMMONS SUPPLY COMPANY	SUPPLIES	4,364.74

Water Supervision

201727 CITY OF PITTSBURG	REGISTRATION FEE	50.00
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Water Production

340224 ACE HARDWARE, ANTIOCH	SUPPLIES	53.67
340226 ALLIED PACKING AND SUPPLY INC	CONTROL ROD	74.80
340255 CONTRA COSTA WATER DISTRICT	RAW WATER	1,016,181.41
340276 FASTENAL CO	BOLTS	60.07
340287 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	352.14
340289 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	33,502.77
340311 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,714.00
340321 ROBERTS AND BRUNE CO	PIPE & FITTINGS	176.45
340323 RYAN PROCESS INC	TANK FITTINGS	168.55
340324 S AND S SUPPLIES AND SOLUTIONS	ANNUAL FLOW TEST	940.06
917632 GRAINGER INC	SUPPLIES	754.06
917635 SIERRA CHEMICAL CO	CHLORINE	1,110.74

Water Distribution

340224 ACE HARDWARE, ANTIOCH	SUPPLIES	50.92
340244 COLEFIELD, RONALD G	RENEWAL FEE REIMBURSEMENT	83.00
340248 CONNELLY, SHAUN P	EDUCATION REIMBURSEMENT	60.00
340260 CWEA SFBS	RENEWAL-BROOKS	344.00
340262 DELTA GRINDING CO INC	EQUIPMENT RENTAL	650.00
340274 EL CAMINO PAVING	VALVE CANS	10,132.49
340276 FASTENAL CO	SUPPLIES	422.01
340294 L SERPA TRUCKING INC	TRUCK RENTAL	810.00
340306 OCT WATER QUALITY ACADEMY	WATER CERTIFICATION COURSE	900.00
340308 OFFICE MAX INC	OFFICE SUPPLIES	4.34
340321 ROBERTS AND BRUNE CO	SUPPLIES	773.20
340327 STAFFMARK	TEMP HELP	1,007.75
917632 GRAINGER INC	SUPPLIES	235.12

612 Water Line Expansion Fund

Water Systems

340292 KIMLEY HORN AND ASSOCIATES INC	TRAFFIC ENGINEERING	180.00
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621 Sewer Fund

Sewer-Wastewater Collection

340224 ACE HARDWARE, ANTIOCH	SUPPLIES	33.09
340253 CONTRA COSTA HOSE AND FITTINGS	SUPPLIES	53.52
340274 EL CAMINO PAVING	VALVE CANS	10,132.51
340304 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	101.09
340313 PETERS, BRANDON W L	EXPENSE REIMBURSEMENT	665.48
917626 3T EQUIPMENT COMPANY	TV TRUCK PARTS	434.12

CITY OF ANTIOCH
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631 Marina Fund

Marina Administration

340249	CONTRA COSTA COUNTY	PROGRAM FEES	3,075.00
340308	OFFICE MAX INC	OFFICE SUPPLIES	31.80

Marina Maintenance

340287	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	11,596.33
340307	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	890.00

Major Projects

340288	JD PARTNERS CONCRETE	CONCRETE REPAIR	3,000.00
340298	LSA ASSOCIATES INC	MONITORING SERVICE	1,218.50

641 Prewett Water Park Fund

Non Departmental

340265	DIAZ, LUIS	DEPOSIT REFUND	500.00
340316	PORTILLO, ANDY	DEPOSIT REFUND	470.00

Rec - Prewett Admin

340227	AMERICAN PLUMBING INC	PLUMBING SERVICE	462.14
340243	COLE SUPPLY CO INC	SUPPLIES	54.11
340280	GRAHAM, RYAN M	SUPPLIES REIMBURSEMENT	52.94
340296	LINCOLN EQUIPMENT INC	SUPPLIES	879.42
340302	MIRACLE METHOD INC	SLIDE REPAIR	1,500.00
340322	ROYAL ELECTRIC	SUPPLIES	665.60
340330	STATE OF CALIFORNIA	SLIDE INSPECTION	390.00
340335	UNIVAR USA INC	CHEMICALS	1,319.04

Recreation Water Park

201828	WALMART	SUPPLIES	27.41
340293	KING DJ COMPANY	EVENT ENTERTAINMENT	200.00
340299	MAGIC PRINCESS PARTIES INC	EVENT ENTERTAINMENT	504.00

Rec Prewett Concessions

201827	FOODMAXX	SUPPLIES	13.98
340239	BIMBO BAKERIES USA	PRODUCTS FOR CONCESSION	208.06
340286	ICEE COMPANY, THE	CONCESSION SUPPLIES	975.16
340297	LISTEK ENTERPRISES INC	PARTY PIZZA	633.08
340336	US FOODSERVICE INC	CONCESSION SUPPLIES	7,465.32
340340	WHIRLEY INDUSTRIES INC	SUPPLIES	2,247.76

721 Employee Benefits Fund

Non Departmental

340318	PERS	PAYROLL DEDUCTIONS	256,817.98
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**REPORT FROM THE TREASURER'S OFFICE TO THE CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF JULY 24, 2012**

PREPARED BY: Dawn Merchant, Finance Director

DATE: July 18, 2012

SUBJECT: APPROVAL OF TREASURER'S REPORT FOR JUNE 2012

The Treasurer's Report for June 2012 will be continued to the next meeting.

C
07-24-12

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF JULY 24, 2012**

FROM: Lynn Tracy Nerland, City Attorney

DATE: July 16, 2012

SUBJECT: Rejection of Claims

RECOMMENDATION:

Reject the listed claims:

1. Visal Thong 12/13-2072 (lost property)

LTN/spd

STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF JULY 24, 2012

FROM: Denise Haskett, Human Resources

DATE: June 17, 2012

SUBJECT: RESOLUTION APPROVING PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) CONTRACT AMENDMENT FOR LOCAL SAFETY MEMBERS

RECOMMENDATION

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

- 1.) Motion to adopt a Resolution of Intention to approve an Amendment to Contract between the Board of Administration California Public Employees' Retirement System (PERS) and the City Council of the City of Antioch to provide Section 21363.1 (3% @ 55 Full Formula) and Section 20037 (Three-Year Final Compensation) to local safety members hired after the effective date of the amendment to contract.
- 2.) Motion to introduce the ordinance by title only.
- 3.) Motion to introduce the ordinance authorizing an Amendment to the Contract Between the Board of Administration California Public Employees' Retirement System (PERS) and the City Council of the City Antioch.

BACKGROUND

As part of an agreement reached between the City and the Antioch Police Officers' Association (APOA – Sworn), both parties have agreed to amend the contract with PERS to provide Section 21363.1 (3% @ 55 Full Formula) and Section 20037 (Three-Year Final Compensation). This amendment will apply to all local safety members entering into membership after the effective date of the amendment to contract. At its meeting on March 13, 2012, council adopted Resolution No. 2012/16, the Antioch Police Officers' Association Letter of Understanding which included adding the tiered 3% @ 55 Full Formula and Three-Year Final Compensation.

FINANCIAL IMPACT

There will be no immediate employer contribution rate impact from this amendment. Decreases in the employer rate will occur as employees are hired into the Second Tier (3% @ 55 Full Formula).

OPTIONS

No options are presented because this action is consistent with already approved Letter of Understanding with Antioch Police Officers' Association (Sworn).

ATTACHMENTS

Resolution
Ordinance
Contract Amendment

RESOLUTION NO. 2012/

RESOLUTION OF INTENTION

**TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF ANTIOCH**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

**To provide Section 20475 (Different Level of Benefits).
Section 21363.1 (3% @ 55 Full Formula) and Section 20037
(Three-Year Final Compensation) are applicable to local
safety members entering membership for the first time in
the safety classification after the effective date of this
amendment to contract.**

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

* * * * *

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 24th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK OF THE CITY OF ANTIOCH

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY
COUNCIL OF THE CITY OF ANTIOCH AND THE BOARD OF ADMINISTRATION
OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

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

Section 1. That an amendment to the contract between the City Council of the City of Antioch and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said contract being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

**To provide Section 20475 (Different Level of Benefits).
Section 21363.1 (3% @ 55 Full Formula) and Section 20037
(Three-Year Final Compensation) are applicable to local
safety members entering membership for the first time in
the safety classification after the effective date of this
amendment to contract.**

Section 2. The Mayor of the City of Antioch is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3. This ordinance shall take effect thirty (30) days after the date of its adoption and prior to the expiration of fifteen (15) days from the passage therefore shall be published at least once in the Contra Costa Times, a newspaper of general circulation, published and circulated in the County of Contra Costa and thenceforth and thereafter the same shall be in full force and effect.

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 24th day of July 2012, and passed and adopted at a regular meeting thereof, held on the ____ day of ____, 2012.

MAYOR OF THE CITY OF ANTIOCH

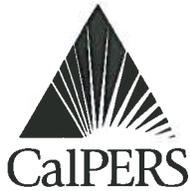
AYES:

NOES:

ABSENT:

Attest:

CITY CLERK OF THE CITY OF ANTIOCH



EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Antioch



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 1950, and witnessed May 29, 1950, and as amended effective July 1, 1958, July 1, 1959, July 1, 1963, May 27, 1973, February 15, 1974, May 1, 1974, January 4, 1976, July 4, 1976, January 2, 1977, July 3, 1977, January 1, 1978, October 7, 1979, June 23, 1982, December 26, 1982, July 1, 1986, November 29, 1994, September 9, 2001, September 8, 2002 and November 9, 2007 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective November 9, 2007, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members, age 50 for local safety members entering membership in the safety classification on or prior to the effective date of this amendment to contract and age 55 for local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 1950 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

- (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Police Officers (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).
- 5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **SCHOOL CROSSING GUARDS HIRED ON AND AFTER FEBRUARY 15, 1974;**
 - b. **POLICE TRAINEES HIRED ON AND AFTER JULY 1, 1986; AND**
 - c. **FIRE FIGHTERS ON AND AFTER JULY 1, 1975.**
- 6. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members in employment before and not on or after September 8, 2002 shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
- 7. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members in employment on or after September 8, 2002 and not entering membership for the first time in the miscellaneous classification after November 9, 2007 shall be determined in accordance with Section 21354.5 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2.7% at age 55 Full and Modified).

8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after November 9, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member entering membership in the safety classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited current service as a local safety member entering membership for the first time in the safety classification after the effective date of this amendment to contract shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
11. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - b. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.
 - c. Section 20042 (One-Year Final Compensation) for local miscellaneous members and for those local safety members entering membership on or prior to the effective date of this amendment to contract.
 - d. Section 20425 ("Local Police Officer" shall include employees of a police department who were employed to perform identification or communication duties on August 4, 1972 and who elected to be local safety members).
 - e. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
 - f. Section 21572 (Increased Level of 1959 Survivor Benefits) for local miscellaneous members only.
 - g. Section 21335 (5% Cost-of-Living Allowance) for local miscellaneous members only.

- h. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.
- i. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From October 7, 1979 and until December 26, 1982, the normal local safety member contribution rate shall be 4.5%. Legislation repealed said Section effective September 29, 1980.
- j. Section 21024 (Military Service Credit as Public Service).
- k. Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Full formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after November 9, 2007.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

- 12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on January 2, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 14. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF ANTIOCH

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF JULY 24, 2012**

FROM: Denise Haskett, Human Resources

DATE: June 17, 2012

**SUBJECT: RESOLUTION FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER PAID MEMBER CONTRIBUTION TO PUBLIC
EMPLOYEES RETIREMENT SYSTEM (PERS)**

RECOMMENDATION

Adopt Resolution for Paying and Reporting the Value of Employer Paid Member Contribution (EPMC) in order to implement approved Memorandum of Understanding for the Antioch Police Officers' Association (Sworn) employees.

BACKGROUND

Currently, the City pays 9% of the EPMC for the Antioch Police Officers' Association (Sworn) employees. As part of an agreement reached between the City and the Antioch Police Officers' Association (Sworn) employees, and as provided in the Memorandum of Understanding, effective September 1, 2012, the City will report the EPMC to PERS as special compensation to the employee's salary.

Antioch Police Officers' Association (Sworn) employees who retire prior to September 1, 2012 but after September 1, 2007, which is the effective date of the Memorandum of Understanding, will receive a bridge annuity that provides the equivalent benefit of such contribution to PERS as special compensation to the employee's salary.

FINANCIAL IMPACT

Cost for FY12/13 is \$208,519.00. This has been budgeted since the Memorandum of Understanding is already approved.

OPTIONS

No options are presented because this action is consistent with already approved Memorandum of Understanding with Antioch Police Officers' Association (Sworn).

ATTACHMENT

Resolution

RESOLUTION NO. 2012/

**RESOLUTION FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER PAID MEMBER CONTRIBUTION**

WHEREAS, the governing body of the City of Antioch has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Antioch has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Antioch of a Resolution to commence paying and reporting the value of said Employer Paid Member Contribution (EPMC);

WHEREAS, the governing body of the City of Antioch has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all employees of:
Unit II, Antioch Police Officers' Association (Sworn)
- This benefit shall consist of paying One Hundred Percent (100%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c) (4)} as additional compensation.
- The effective date of the Resolution shall be September 1, 2012

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Antioch elects to pay and report the value of EPMC, as set forth above.

* * * * *

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 24th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK OF THE CITY OF ANTIOCH

**STAFF REPORT TO THE ANTIOCH CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF JULY 24, 2012**

Prepared by: Dawn Merchant, Finance Director

Date: July 17, 2012

Subject: **Authorize Response to Countywide Grand Jury Report: “City Retirement Plans, An Unsustainable Benefit?” (Report 1209)**

RECOMMENDATION

Approve and authorize the Mayor to sign the attached response to the Grand Jury report: “City Retirement Plans, An Unsustainable Benefit?”

BACKGROUND

Early in California’s history, the California Constitution established grand juries in each county. The California Penal Code includes provisions on the formation of grand juries and their powers and duties. With respect to public agencies, grand juries are authorized to “investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit.” (Cal. Penal Code section 925a) Within 90 days after the grand jury submits a report regarding the operations of any public agency, the “governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body” (Cal. Penal Code section 933(c))

Antioch (as well as other public agencies in the County) received the attached Grand Jury report: “City Retirement Plans, An Unsustainable Benefit?” (Attachment A). Cities are instructed to review and report on retirement benefit plans. Accordingly, the attached draft response (Attachment B) is presented for the City Council’s consideration to transmit to the grand jury.

FISCAL IMPACT

Responding to the Grand Jury report took staff time. There are no other fiscal impacts at this time.

OPTIONS

No options are presented as state law requires the City Council to respond to Grand Jury reports. The City Council may propose alternative language to the response.

ATTACHMENTS

Attachment A: Countywide Grand Jury Report: "City Retirement Plans, An Unsustainable Benefit?"

Attachment B: Antioch's response to Grand Jury Report: "City Retirement Plans, An Unsustainable Benefit?"

June 6, 2012

James Jakel, City Manager
City of Antioch
P.O. Box 5007
Antioch, CA 94531



Dear Mr. Jakel:

Attached is a copy of **Grand Jury Report No. 1209, "City Retirement Plans, An Unsustainable Benefit?"** by the 2011-2012 Contra Costa Grand Jury.

In accordance with California Penal Code Section 933.05, this report is being provided to you at least two working days before it is released publicly.

Section 933.5(a) of the California Government Code requires that (the responding person or entity shall report one of the following actions) in respect to each finding:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees with the finding.
- (3) The respondent partially disagrees with the finding.

In the cases of both (2) and (3) above, the respondent shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons therefore.

In addition, Section 933.05(b) requires that the respondent reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

Please be reminded that Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to its public release. Please insure that your response to the above noted Grand Jury report includes the mandated items. We will expect your response, using the form described by the quoted Government Code, no later than **SEPTEMBER 6, 2012.**

It would be greatly appreciated if you could send this response in hard copy to the Grand Jury as well as by e-mail to clope2@contracosta.courts.ca.gov (Word document).

Sincerely,



Lloyd Bell, Foreperson
2011-2012 Contra Costa County Civil Grand Jury

**A REPORT BY
THE 2011-2012 CONTRA COSTA COUNTY GRAND JURY**
725 Court Street
Martinez, California 94553

Report 1209

**City Retirement Plans
An Unsustainable Benefit?**

APPROVED BY THE GRAND JURY:

Date: May 24, 2012



LLOYD D. BELL
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: _____

5/31/12



JOHN T. LAETTNER
JUDGE OF THE SUPERIOR COURT

Contact: Lloyd Bell
Foreperson
925-957-5638

Contra Costa County Grand Jury Report 1209

City Retirement Plans

An Unsustainable Benefit?

TO: Contra Costa City Mayors and Council Members

SUMMARY

The cost of public agency employees' retirement benefits has become a hot-button topic. Increased benefits granted during good economic times are now coming back to haunt local governments that are struggling to maintain public services. Cities are required to spend an increasing portion of their limited budget dollars to meet their retirement obligations. In a number of instances, cities have found that the increased cost of funding retirement benefits at current levels requires expenditures that limit their ability to maintain services to their citizens.

Sixteen of the cities in Contra Costa County (County) provide a defined benefit retirement plan to their employees and some may be facing unsustainable retirement plan costs. Some of these cities have made changes to their retirement plans to reduce their future costs, but a number have not. With or without changes, the near-term future indicates an increase in costs associated with retirement benefits. These costs may be of particular concern to residents of cities which have a large portion of their General Fund dollars committed to paying for employee retirements, which in some cases includes not only the cost of pensions, but life-time health-related benefits as well.

Three cities in the County provide a defined contribution retirement plan to their employees. These plans tend to limit unexpected future financial exposure by capping the city's contribution to the retirement plans.

In February 2012, the Governor's Twelve Point Pension Reform Plan (Governor's Pension Reform Plan) was released as a bill and a proposed constitutional amendment. The pension reform bill would take substantial steps to alter retirement benefits for new governmental employees, as well as eliminate some benefits for current employees. While not all aspects of the reform proposal may be applicable to all local governmental entities, it represents a good model for addressing the looming retirement obligation challenge.

BACKGROUND

Local governmental agencies have been experiencing difficult financial times over the past several years. Faced with the sharp decreases in revenue, many public agencies have had to reduce expenditures, resulting in loss of jobs and services. Unfortunately, some of the costs of doing business have not decreased, but have increased, absorbing a larger portion of the "budget pie" and thus reducing the funds available for public services. Public sector retirement plans

have received a lot of attention from the media and government officials, primarily due to their escalating costs.

Low investment returns have obligated public agency employers to increase their contributions to meet the financial obligations of current and prospective retirees. A recent report from the Government Accountability Office estimated that without policy changes, states and local governments would need to cut spending or raise taxes by 12.7% each year over the next five decades to keep their budget in balance. This is due in part to increasing expenses for public sector health care and under-funded pension plans. Governor Brown, Stanford University, the Little Hoover Commission, and local elected officials of all political persuasions have even called current retirement benefits for governmental employees “unsustainable.”

Each city in the County funds some type of retirement plan for current and retired employees. There are two types of retirement plans offered by the County’s cities: a defined benefit plan or a defined contribution plan.

Under a defined benefit plan, an employee, upon qualifying for retirement, receives a monthly pension based upon a formula as contracted by the city. State statutes provide limitations as to how such formulas are to be determined. This type of pension is a direct obligation of the city, and the city takes the risk for any shortfalls or losses.

Under a defined contribution plan the employer contributes a set amount, usually a percentage of salary, to an employee’s individual account, which is managed by the employee. The employee may also contribute a percentage of their salary. Only the contributions are guaranteed, not the future benefits. It is up to the individual employee to make investment decisions and thus bear the risk for losses.

Whether they provide either a defined benefit or defined contribution plan, many cities also provide another form of a defined contribution plan, often called a deferred compensation plan. It allows the employee to contribute an amount from salary which is deferred from current taxation. In some cases, the city also may contribute an amount to match all or a portion of the employee’s contribution. The employee directs the investment of these funds and the city has no liability to the employee other than what it might contract to contribute to the plan on behalf of the employee.

In order to compare the type and level of those benefits, the Grand Jury surveyed and received responses from all 19 cities. The survey and follow-up questionnaire collected data concerning retirement obligations, such as:

- Plan types
- Plan formulas
- Employee contributions, if any, to the plan
- Vesting requirements
- Retiree health options

In addition, the Grand Jury requested information concerning:

- Changes to the retirement plan in the past three years
- Forecasts of the city's retirement obligations over the next five years
- The percentage of General Fund dollars represented by total retirement costs

Of the 19 cities in the County, 16 provide a defined benefit pension plan for employees.

The three cities in the County that do not provide a defined benefit pension plan, Lafayette, Orinda and Danville, do provide employees with a defined contribution plan.

All of the 16 cities with a defined benefit plan are members of the California Public Employees Retirement System (CalPers), which is one of the largest public sector retirement plans in the country, with an investment portfolio market value of \$228.7 billion, as of February 2012. CalPers provides retirement, health and related financial programs to more than 1.6 million public employees and more than 3,000 public employers.

CalPers offers public agencies the ability to provide a variety of retirement benefits and benefit levels to employees. Generally, employees are grouped as either Safety (sworn peace officers and firefighters) or Miscellaneous (all others not eligible for Safety). Monthly pension benefits obtained by qualified employees upon retirement are determined by multiplying the employee's pension eligible compensation (either the highest 12 consecutive months or a three year average) by the number of years of service, multiplied by the contracted percentage factor, which ranges from 2% of salary at age 60 to 3% of salary at age 60 for Miscellaneous and from 2% of salary at age 55 to 3% of salary at age 50 for Safety. Pensions may also be adjusted annually based upon cost of living adjustment (COLA) formulas, which range from 2% to 5% annually. In addition, the contribution the city pays toward the employee's CalPers share can also be counted as salary when calculating the employee's pension upon retirement.

As an example, a Martinez police officer who is eligible to retire at age 50 with 30 years of service would receive a pension equal to 90% of his or her pension-eligible compensation. But since the City paid the employee's 9% CalPers contribution, the 9% is added to compensation. Therefore, the retiree essentially is receiving over 98% of the single highest year of his or her compensation. In addition, the pension may be adjusted annually for life to reflect COLA.

A number of cities have modified future pension benefits to their employees by creating a second benefit level, or tier. A second tier (Tier 2) would only apply to new employees hired after the date that the second tier was adopted. In all cases, the new tier has lower benefits than offered under the terms of the original pension plan formulas. Tier 2 employees could have a lower formula, use three years instead of 12 months for calculating the highest salary amount, and/or require more contribution from the employee towards the benefits. The second tier is adopted separately for Safety and Miscellaneous employees.

For example, Miscellaneous employees hired on or after October 1, 2010 in the city of Brentwood receive a benefit based on the formula 2% at age 60 (2% @ 60), using a three year average for the highest salary versus the formula 2.7% at age 55 (2.7% @ 55) using the highest 12 consecutive month average salary for employees hired before that date. At the time of the writing of this report, no second tier has been adopted for Safety employees in Brentwood.

Based upon the data provided by the cities, the following table identifies the pension formulas used for each tier for each city with a defined benefit plan.

Table 1 Defined Benefit Pension Formulas and Tiers

City	Miscellaneous				Safety			
	Tier 1		Tier 2		Tier 1		Tier 2	
	Formula	Base Salary	Formula	Base Salary	Formula	Base Salary	Formula	Base Salary
Antioch	2.7% @ 55	High 12	2.0% @ 55	High 12	3.0% @ 50	High 12		
Brentwood	2.7% @ 55	High 12	2.0% @ 60	3 yr avg	3.0% @ 50	High 12		
Clayton	2.0% @ 55	3 yr avg	2.0% @ 60	3 yr avg	3.0% @ 55	3 yr avg	2.0% @ 50	3 yr avg
Concord	2.5% @ 55	High 12	2.0% @ 55	High 12	3.0% @ 50	High 12		
El Cerrito	2.7% @ 55	High 12			3.0% @ 50	High 12		
Hercules	2.0% @ 55	3 yr avg			3.0% @ 50	High 12	3.0% @ 55	High 12
Martinez	2.0% @ 55	High 12			3.0% @ 50	High 12		
Moraga	2.0% @ 55	3 yr avg			2.0% @ 50	3 yr avg		
Oakley	2.5% @ 55	High 12	2.0% @ 60	High 12	N/A	N/A	N/A	N/A
Pinole	2.5% @ 55	High 12			3.0% @ 55	High 12	2.0% @ 50	High 12
Pittsburg	2.0% @ 55	High 12	2.0% @ 60	3 yr avg	3.0% @ 50	High 12	3.0% @ 55	3 yr avg
Pleasant Hill	2.0% @ 55	High 12	2.0% @ 60	3 yr avg	3.0% @ 50	High 12	3.0% @ 55	3 yr avg
Richmond	2.7% @ 55	High 12			3.0% @ 55 ¹ 3.0% @ 50	High 12		
San Pablo	2.5% @ 55	High 12			3.0% @ 50	High 12		
San Ramon	2.7% @ 55	High 12			3.0% @ 50	High 12		
Walnut Creek	2.0% @ 55	High 12	2.0% @ 60	3 yr avg	3.0% @ 55	High 12		
Danville	Employees retirement plans are defined contribution, not defined benefit							
Lafayette	Employees retirement plans are defined contribution, not defined benefit							
Orinda	Employees retirement plans are defined contribution, not defined benefit							

¹Firefighter formula is 3% @ 55. Police formula is 3% @50

KEY POINTS

- Five cities (Antioch, Brentwood, El Cerrito, Richmond and San Ramon) provide the highest benefit for Miscellaneous employees. They use a 2.7% at age 55 formula, based on the highest 12 consecutive months of salary.
- Eight cities have created a second tier with a less generous benefit formula for Miscellaneous employees.
- All cities, except Clayton, Pinole, Walnut Creek and Richmond (firefighters only) offer 3% at age 50 for Safety employees. These four cities use a reduced benefit of 3% at age 55.
- Five cities (Clayton, Hercules, Pinole, Pleasant Hill and Pittsburg) have taken steps to reduce pension benefits by creating a second tier for Safety employees.
- Six cities (El Cerrito, Martinez, Moraga, Richmond, San Pablo and San Ramon) have not reduced the benefits of either Safety or Miscellaneous employees.

To demonstrate the future impact of Tier 2 formulas on retirement benefits, the cities of Brentwood and Pinole offer examples for Miscellaneous and Safety employees. The table below shows the net difference for these two cities using otherwise identical calculation criteria. The percentage amounts and retirement ages used were provided by those cities. This table does not include any COLA adjustments which normally increases the lifetime retirement payout. However, even without COLA adjustments, the impact of a Tier 2 formula can be seen.

Table 2 Impact of Second Tiers

City / Employee Group	Formula	Percent	Retirement Age	Annual Retirement Income	Lifetime Benefit	Reduced Lifetime Amount
Brentwood / Miscellaneous	Old	2.7%	55	\$48,600	\$1,215,000	
	New	2.0%	60	\$36,000	\$720,000	(\$495,000)
Pinole / Safety	Old	3.0%	55	\$81,000	\$2,430,000	
	New	2.0%	50	\$54,000	\$1,620,000	(\$810,000)

Calculation Criteria

\$60,000	Miscellaneous group salary at retirement
\$90,000	Safety group salary at retirement
30	Years of service at retirement
ZERO	COLA adjustment in calculations
Age 80	Assumed Lifespan

Under CalPers guidelines, both the employer and employee have prescribed contribution rates, paid as a percentage of salary. Generally the employee's share varies from 7% to 10% of salary. As noted above in the example of calculating the retirement amount for a police officer in Martinez, the amount of employee share paid by the employer is added to his or her salary. Over

the years, employees of many local governments have negotiated to have the employer pay all or a portion of the employee's share of pension cost. Some cities have the employee pay a portion of the **employer's** contribution, thereby continuing to add to the employee's share for the purpose of basing the pension on a higher salary.

Martinez was the only city to report that none of their employees contribute towards the employee's share. Several other cities indicated that certain groups are not required to pay towards the employee's share. On the other end of the spectrum, Pinole reported that employees pay all of the employee's share, as well as a portion of the employer's contribution.

The employer's contribution rate changes from year to year, depending upon an actuarial valuation, which is calculated to cover the normal costs, as well as any unfunded liabilities from previous years. The unfunded liability is what the actuary determines as the cost to cover shortfalls from market losses, demographic changes, overly optimistic estimates of investment returns by CalPers or other benefit improvements that were not covered by the contribution rates collected from the employee and employer. Employees do not share any of the unfunded liability burden. It is only recovered through additional charges to the employer. In other words, each city is responsible for any deficit the defined benefit plan may experience and ultimately its taxpayers suffer consequences in the loss of services.

Another retirement benefit that has been offered in many cities is retiree health care. Health care costs have seen substantial increases over the past decade. Since 2001, employer-sponsored health coverage cost for family premiums has increased by 113%. CalPers approved a 2012 health rate package that will increase overall premiums by only 4.1%, as compared to the latest national overall premium increase of 9% for 2011. Although efforts have been made to contain health care costs, it is uncertain what the future holds. In November 2011, the State Supreme Court ruled that government retirees have a vested right to health benefits if state and local governments clearly promised those benefits as part of employment agreements.

Retiree health care can include medical, dental, and vision care. Once an employee is vested in a city's retiree health benefit, which can range from the first day of employment to 20 years of service, the employee and sometimes his or her spouse and qualified dependents are eligible to continue receiving lifetime health coverage. In some cities, this benefit is paid all or partly by the employer. Some cities only offer the retiree the opportunity to continue under the city's group rates. Cities such as San Ramon, Pittsburg, Martinez, Richmond (safety), Pinole (employees hired prior to September 2010) and Brentwood pay 100% of the cost of health care if the employee is vested. In Martinez, Safety employees vest immediately upon employment for lifetime medical benefits upon retirement.

It was also noted that all cities with a defined benefit plan also offer a deferred compensation plan. This deferred compensation plan allows employees to contribute pre-tax dollars (currently up to \$22,500 per year) from salary to a supplemental retirement plan. Many cities also contribute or match employee contributions to the deferred compensation plan.

Cities were requested to provide a five-year projection of retirement obligations. Many cities anticipated large increases in retirement costs in the next five years. Some of the cities indicated they could not forecast the cost of retirement for the next five years and either provided a shorter

projection of costs or none at all. No city anticipated a reduction in the cost for retirement obligations over the next five years.

The next table identifies those cities which provide retiree health insurance as an additional benefit, cities in which the employer contributes to the defined compensation supplemental retirement plan, and the percent of General Fund dollars that are allocated to total retirement costs in the current fiscal year.

Table 3 Other pension benefits and General Fund allocation for total retirement costs

CITY	Retiree Health care?	City Contributes to Defined Contribution (Deferred Compensation) Plan?	Percent of General Fund For Total Retirement Costs
Antioch	Yes	No	16.00%
Brentwood	Yes	Yes ²	13.10%
Clayton	Yes	No	10.40%
Concord	Yes	Yes	13.89%
Danville	No	Yes ³	5.02%
El Cerrito	No	Yes ⁴	21.40%
Hercules	Yes	Yes	8.98%
Lafayette	Yes	Yes ³	8.10%
Martinez	Yes	Yes	11.30%
Moraga	No	Yes	7.40%
Oakley	No	No	2.25%
Orinda	Yes	Yes ³	3.50%
Pinole	Yes	No	24.60%
Pittsburg	Yes	Yes	20.00%
Pleasant Hill	No	Yes	25.00%
Richmond	Yes	No	10.20%
San Pablo	Yes	No	13.00%
San Ramon	Yes	No	14.00%
Walnut Creek	Yes	Yes ⁵	13.00%
Average %			12.69%

² For some management

³ Employees don't have defined benefit plan

⁴ City Manager Only

⁵ Contributions for Miscellaneous employees will range from \$335 to \$2,500 as of 6.22.2012

KEY POINTS

- Five cities do not offer retiree health care to their employees. Those cities are Danville, El Cerrito, Moraga, Oakley and Pleasant Hill.
- Seven cities do not contribute to the employee's defined contribution (deferred compensation) plan. These are Antioch, Clayton, Oakley, Pinole, Richmond, San Pablo and San Ramon.
- Retirement obligations represent a low of 2.25% of the General Fund budget in Oakley, to a high of 25% in Pleasant Hill. (Note that Oakley has neither unions nor safety employees). For all 19 cities, the average percentage of the General Fund budget dedicated to pension costs is 12.69%.
- Danville, Lafayette, and Orinda, which provide defined contribution retirement plans, allocate some of the lowest percentages of their General Funds for retirement costs.

Governor's Pension Reform Plan

In an attempt to address the looming state-wide public employee pension crisis, the Governor released his Pension Reform Plan in October 2011. This was subsequently released as proposed legislation and a proposed constitutional amendment in February 2012. In general, the Governor's proposal applies most changes to new employees to reduce future pension cost. Some of the key points of the Governor's Pension Reform Plan that may apply to cities are as follows:

- Mandates the use of a "hybrid" pension plan (combination of a defined benefit and defined contribution plans) for all new employees hired on and after July 1, 2013. It would be the only plan that a public employer could offer to its employees.
- The new plan targets a benefit after a full career (defined as 30 years for a safety employee and 35 years for a miscellaneous employee) at 75% of final compensation, with a cap generally equal to the Social Security wage base. The full benefit would not be payable for a safety member who retires before age 57 and a miscellaneous employee member who retires before 67.
- Requires the use of three years for calculating final compensation for new employees. This is an attempt to stop salary spiking in the final year of employment. It also limits the definition of compensation as the normal rate of base pay, excluding special bonuses, payouts for unused vacation or sick leave and other pay perks.
- Eliminates the purchase of up to five years of additional service credit, commonly referred to as "airtime", for current employees and new hires. For example, a qualifying employee with 20 years of service could purchase an additional five years of service credits for a total of 25 years of service.

- All employees would be required to pay at least 50% of the annual normal cost of their pension benefits.
- Prohibits retroactive benefit enhancements. Any enhancement will apply only for future service and not to service before the date of the enhancement for new employees and to current employees to the extent possible under the California and U.S. Constitutions.

FINDINGS

1. Without additional revenue, continued increases in retirement costs may result in further reduction of public services.
2. In some cases, retirement costs consume a large proportion of a city's General Fund budget, thus limiting funding for discretionary spending.
3. Cities that have implemented lower pension formulas for new hires (Tier 2) have reduced their overall future pension obligations.
4. Although CalPERS administers the defined benefit pension plans, including the investment programs, cities have some flexibility to control their own retirement costs.
5. Safety employees have significantly more generous retirement benefits than Miscellaneous employees, yet few cities have lowered benefits for new Safety hires.
6. Retiree health care may represent a significant future cost for those cities that pay for all or a portion of those benefits.
7. Defined contribution retirement plans can be an effective way to limit both current and future retirement costs.
8. The Governor's Pension Reform Plan offers a good strategic model for limiting future retirement costs for local governments.

RECOMMENDATIONS

1. Those cities that have not adopted a second tier with reduced pension benefits for their Safety employees should consider doing so.
2. Those cities that have not adopted a second tier with reduced pension benefits for their Miscellaneous employees should consider doing so.
3. In order to control unpredictable future expenses, cities should consider reducing or eliminating their financial obligation for retiree health care for future employees.
4. Cities should review the key points of the Governor's Pension Reform Plan, and consider incorporating its points as a long term strategy for addressing retirement costs.

REQUIRED RESPONSES

	FINDINGS								RECOMMENDATIONS			
	1	2	3	4	5	6	7	8	1	2	3	4
City of Antioch	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
City of Brentwood	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
City of Clayton	✓		✓	✓		✓	✓	✓			✓	✓
City of Concord	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
Town of Danville	✓						✓	✓				✓
City of El Cerrito	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓
City of Hercules	✓		✓	✓		✓	✓	✓		✓	✓	✓
City of Lafayette	✓					✓	✓	✓			✓	✓
City of Martinez	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Town of Moraga	✓		✓	✓	✓		✓	✓	✓	✓		✓
City of Oakley	✓		✓	✓			✓	✓				✓
City of Orinda	✓					✓	✓	✓			✓	✓
City of Pinole	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓
City of Pittsburg	✓	✓	✓	✓		✓	✓	✓			✓	✓
City of Pleasant Hill	✓	✓	✓	✓		✓	✓	✓				✓
City of Richmond	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of San Pablo	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of San Ramon	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Walnut Creek	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓

“✓” indicates a Required Response

July XX, 2012

Contra Costa Grand Jury
Attn: Lloyd Bell
P.O. Box 911
Martinez, CA 94553-0091

Dear Mr. Bell:

On behalf of the Antioch City Council, this letter responds to Contra Costa County Grand Jury Report: "City Retirement Plans, An Unsustainable Benefit?" (Report 1209). The City Council authorized this response at its meeting on _____, 2012.

We appreciate the time and effort that the Grand Jury spent considering these matters. The Report emphasizes the Governor's Pension Reform Plan which has added to the public discourse on this subject. However, please note that it appears that local governments have taken far more steps to implement the provisions in this Plan than has the State of California.

Pursuant to California Penal Code section 933.05, the City will respond to each finding and to each recommendation individually.

Findings

1. Without additional revenue, continued increases in retirement costs may result in further reduction of public services.
The City agrees with the finding.
2. In some cases, retirement costs consume a large portion of a city's general fund budget, thus limiting funding for discretionary spending.
The City agrees with the finding.
3. Cities that have implemented lower pension formulas for new hires (Tier 2) have reduced their overall future pension obligations.
The City agrees with the finding and notes that the City of Antioch implemented a Tier 2 for new Miscellaneous hires in September 2007 and has negotiated a Tier 2 for new Public Safety hires which is currently being implemented.
4. Although CalPers administers the defined benefit pension plans, including the investment programs, cities have some flexibility to control their own retirement costs.
The City agrees with the finding.

5. Safety employees have significantly more generous retirement benefits than Miscellaneous employees, yet few cities have lowered benefits for new Safety hires.

Based on Table 1 in the Report and generally available information, the City agrees with the finding that public safety employees have significantly more generous retirement benefits than Miscellaneous employees. The City has not conducted a statewide survey, but based on Table 1 of the Report five cities in the County had a Tier 2 for new public safety employees compared to eight cities with a Tier 2 for Miscellaneous employees. However, as discussed below, the City of Antioch is implementing a Tier 2 for new hire public safety employees.

6. Retiree health care may represent a significant future cost for those cities that pay for all or a portion of those benefits.

The City agrees with the finding.

7. Defined contribution retirement plans can be an effective way to limit both current and future retirement costs.

The City agrees with the finding; although, there are legal challenges in modifying “vested” retirement benefits which need to be acknowledged.

8. The Governor’s Pension Reform Plan offers a good strategic model for limiting future retirement costs for local governments.

The City agrees with the finding. The Governor’s Pension Reform Plan has added to the public discourse on this subject. However, please note that it appears that local governments have taken far more steps to implement the provisions in this Plan than has the State of California.

Recommendations

1. Those cities that have not adopted a second tier with reduced pension benefits for their Safety employees should consider doing so.

The recommendation has not been implemented, but will be implemented in the next several months. A second tier has been negotiated between the City and Safety employees. The City is currently working with CalPers to complete the implementation documents and bring forth the new plan to the City Council for approval.

3. In order to control unpredictable future expenses, cities should consider reducing or eliminating their financial obligation for retiree health care for future employees.

This recommendation has been implemented. The City implemented a medical after retirement savings plan account in 2007 for new hires in which the City contributes a small percentage of salary to an account to be

used for future benefits rather than a guaranteed medical after retirement capped cash benefit as is the case for employees hired prior to 2007 that vest in the plan.

4. Cities should review the key points of the Governor's Pension Reform Plan, and consider incorporating its points as a long term strategy for addressing retirement costs.

This recommendation requires further analysis. The City will review the Plan, and other resources, for strategies as it meets and confers with bargaining units in the future. As noted above, it appears that local governments have taken far more steps to implement the provisions in this Plan than has the State of California.

Sincerely,

James D. Davis
Mayor, City of Antioch

Cc: Mayor and City Council
Jim Jakel, City Manager
Lynn Tracy Nerland, City Attorney
Dawn Merchant, Finance Director

**STAFF REPORT TO THE ANTIOCH CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF JULY 24, 2012**

Prepared by: Dawn Merchant, Finance Director

Date: July 17, 2012

Subject: **Authorize Response to Countywide Grand Jury Report:
“Financial Transparency With Meaning?” (Report 1213)**

RECOMMENDATION

Approve and authorize the Mayor to sign the attached response to the Grand Jury report: “Financial Transparency With Meaning?”

BACKGROUND

Early in California’s history, the California Constitution established grand juries in each county. The California Penal Code includes provisions on the formation of grand juries and their powers and duties. With respect to public agencies, grand juries are authorized to “investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit.” (Cal. Penal Code section 925a) Within 90 days after the grand jury submits a report regarding the operations of any public agency, the “governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body” (Cal. Penal Code section 933(c))

Antioch (as well as other public agencies in the County) received the attached Grand Jury report: “Financial Transparency With Meaning?” (Attachment A). Cities are instructed to review and report on financial transparency. Accordingly, the attached draft response (Attachment B) is presented for the City Council’s consideration to transmit to the grand jury.

FISCAL IMPACT

Responding to the Grand Jury report took staff time. Additional staff time will be required to implement recommendation no. 2 as outlined in the response in Attachment B.

OPTIONS

No options are presented as state law requires the City Council to respond to Grand Jury reports. The City Council may propose alternative language to the response.

ATTACHMENTS

Attachment A: Countywide Grand Jury Report: “Financial Transparency With Meaning?”

Attachment B: Antioch’s response to Grand Jury Report: “Financial Transparency With Meaning?”

Grand Jury**Contra
Costa
County**725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

June 6, 2012

James Jakel, City Manager
City of Antioch
P.O. Box 5007
Antioch, CA 94531

Dear Mr. Jakel:

Attached is a copy of **Grand Jury Report No. 1213, "Financial Transparency With Meaning?"** by the 2011-2012 Contra Costa Grand Jury.

In accordance with California Penal Code Section 933.05, this report is being provided to you at least two working days before it is released publicly.

Section 933.5(a) of the California Government Code requires that (the responding person or entity shall report one of the following actions) in respect to each finding:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees with the finding.
- (3) The respondent partially disagrees with the finding.

In the cases of both (2) and (3) above, the respondent shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons therefore.

In addition, Section 933.05(b) requires that the respondent reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.

4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

Please be reminded that Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to its public release. Please insure that your response to the above noted Grand Jury report includes the mandated items. We will expect your response, using the form described by the quoted Government Code, no later than **SEPTEMBER 6, 2012.**

It would be greatly appreciated if you could send this response in hard copy to the Grand Jury as well as by e-mail to clope2@contracosta.courts.ca.gov (Word document).

Sincerely,



Lloyd Bell, Foreperson
2011-2012 Contra Costa County Civil Grand Jury

**A REPORT BY
THE 2011-2012 CONTRA COSTA COUNTY GRAND JURY**

725 Court Street
Martinez, California 94553

Report 1213

Financial Transparency with Meaning

“So far, so good...or maybe not”

APPROVED BY THE GRAND JURY:

Date: May 24, 2012

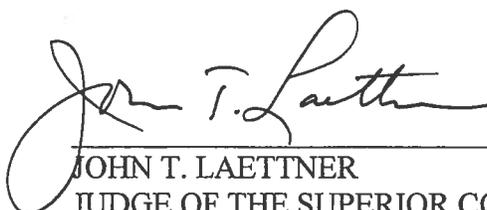


LLOYD D. BELL
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: _____

5/31/12



JOHN T. LAETTNER
JUDGE OF THE SUPERIOR COURT

Contact: Lloyd Bell
Foreperson
925-957-5638

Contra Costa County Grand Jury Report 1213

Financial Transparency with Meaning

“So far, so good...or maybe not”

TO: Cities of Contra Costa County

SUMMARY

The nineteen cities in Contra Costa County are currently trying to cope with the same financial problems. Revenue available to fund city operations has been decreasing. At the same time, the need for programs and services to support the residents has been increasing. The potential impact of unfunded future pension and healthcare liabilities demands immediate attention. Structural changes associated with redevelopment agencies represent a potential threat to a city's debt rating and its ability to raise money. Maintenance and replacement of city assets is being deferred until some unidentified future time.

This difficult situation is not likely to change in the foreseeable future. As a result, it is especially important for residents to understand what actions their elected representatives are taking and what impact these actions are having in terms of services being provided and possible demands for new, additional taxes and assessments. To facilitate this, the cities have a responsibility to find new ways to provide easy to understand and easy to access financial information in a timely manner.

Cities have always had complex budget and reporting processes. The present state of the economy makes those processes even more difficult to follow. While posting lengthy budget documents and auditor's reports on a website has been the accepted past practice, it is no longer, in itself, a suitable way to keep residents advised and involved. Most residents do not have the time to attend city council meetings or review meeting minutes or read complicated reports. It is time to introduce a better way of keeping the public informed.

A long-standing indicator of the financial health of a city has been the amount it is holding as a reserve. The management of reserves and the public's understanding of the status of those reserves are important. To be meaningful, there must be a reference point, i.e., a minimum amount to be maintained. However, not every city has a formal policy on how much should be held in reserve, and not every city has a formal policy for replenishing the reserve after it has been used. These times demand that a rigorous policy be in place to guarantee that the reserve is used as intended and in the best interests of the community.

In recognition of the dramatic change in the financial environment, the types of information

provided must be reviewed and changed to give a timely and transparent picture of the situation. Reporting a reserve position is not enough to gauge the health of a city's finances. Presenting additional measurements of fiscal health may present a more accurate picture.

BACKGROUND

Current Practice

Every city is required by law to pass a balanced budget. Prior to the beginning of an upcoming twelve-month financial reporting period, all cities go through a budget process to estimate the revenues they can anticipate being available to pay for operations. This process also determines the types and levels of services provided to residents. Cities define the scope of the services they provide to the residents and budgeted expenditures estimate the cost to do so. The budget process also takes into account the funding requirements to support other obligations and liabilities, such as post-employment employee benefits.

As part of their budget process, some cities use five or ten-year projections of the city's operations as additional input. These projections are totally dependent upon assumptions of future events and conditions.

Cities also try to set aside funds to cover unanticipated costs. If a funding deficit is identified, the city may reduce services or choose to access reserves or budget stabilization funds accrued during past periods. It may take a combination of all of the above to create a final balanced budget.

The proposed budget is then presented to the city council in a public meeting where it is discussed and adopted. At that time, it becomes the city's financial operating plan. It is typically made available to residents on the city's website.

Periodically, the actual results are compared to the projections in the budget and discussed in a public meeting. When the year is completed, an independent accounting firm conducts an audit of the results and issues a report regarding the validity of the city's representation of the financial conduct of their business for that year. This is incorporated in a Comprehensive Annual Financial Report (CAFR). The law requires that this document become available to the public within 180 days of the end of the year. The CAFR is typically posted on the city's website.

The Government Finance Officers Association of the United States and Canada (GFOA) established the Certificate of Achievement for Excellence in Financial Reporting Program to encourage and assist local governments to go beyond the minimum requirements of generally accepted accounting principles and prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure. The awarding of a Certificate recognizes an individual government whose CAFR achieves the highest standards in government accounting and financial reporting. Many of the County's nineteen cities have received a Certificate. However, the GFOA award does not include an evaluation of readability, ease of understanding of the CAFR by the public, or the best way to communicate the information.

The Challenge

In the past four years, cities have been presented with a unique set of challenges. They have been confronted with decreasing revenue, increasing demand for services, recognition of unfunded future liabilities, and structural changes (e.g., dissolution of redevelopment agencies) requiring a potential reclassification of their debt position.

Despite reductions in personnel, outsourcing of work, departmental consolidation, renegotiation of salaries and benefits, and elimination of some services during the past three to four years, most cities have not been able to bring costs in line with available revenue. To make up the difference, they have been forced to draw on reserve funds intended to provide additional money to support the desired level of city services during more difficult times. Just as families and individuals try to save some money to set aside for a “rainy day,” cities also try to set aside money during “good times” to be available when circumstances warrant.

Because of its importance in helping cities work through a period of extreme economic challenges, reserves have become a commonly used key indicator of the financial health of a city. The amount of money in the reserve and whether it is growing or diminishing over time, may be an indication of whether or not the city is, or will be, facing a lack of resources to support its services.

Cities have differing definitions and measures of reserve positions. Some cities have a policy on how much reserves to keep, when and how to access them, and how to replace them. Some cities do not. In addition, the complex accounting methods employed from one city to the next make it challenging for residents to gauge the financial condition of their city or to compare it to other cities.

All cities have adopted the new reserve categories recommended by the Governmental Accounting Standards Board (GASB) known as GASB 54 for Fiscal Year 2010-2011. GASB 54 requires the cities to segment their general fund reserves into five categories based upon the extent to which they are bound to honor constraints on how those funds may be spent. The five funds are:

- Non-spendable fund balance
- Restricted fund balance
- Committed fund balance
- Assigned fund balance
- Unassigned fund balance

The last three funds combined make up the *unrestricted general fund reserve (unrestricted reserves)*. Unrestricted reserves are designed to provide adequate cash flow and offset economic downturns and revenue shortfalls. This is also available to provide for one-time funding in the event of an emergency situation such as a natural disaster or unanticipated liability.

Managing Reserves

Drawing on the unrestricted reserves is one way that cities can offset declining revenues and balance the budget. This allows them to continue to provide the services needed by residents. However, there is a limit to how long cities can continue this practice. Eventually, the unrestricted reserves are exhausted and cities must accelerate implementation of other actions to address an imbalance between money available and costs for operations.

It is common for the amount of money in the unrestricted reserves to be considered an indicator of the relative financial health of the city. Also, it is considered appropriate to evaluate the city's position with respect to this indicator over an extended period of time, usually years.

Cities have been facing an extraordinarily complicated set of conditions for the past four years and their dependence on access to unrestricted reserves has become acute. As the unrestricted reserves are being drawn down, the balance in the fund can no longer, by itself, be considered the sole indicator of financial health. How the fund balance has changed over time is important. Perhaps most important is the state of the fund balance relative to the minimum level established by the city's policy.

Not all cities have established policies for the creation and maintenance of minimum unrestricted reserves. This contradicts the best practice recommendation by GFOA, which states that while the adequacy of the unrestricted reserves should be assessed based upon a government's own specific circumstances, the minimum balance should be no less than two months (about 16%) of regular general fund operating revenues or expenditures.

The GFOA recommends that governments establish a formal policy on the level of unrestricted reserves that should be maintained in the general fund. Such a guideline is recommended to be set by the appropriate policy body and to provide both a framework and specific plans for restoring the level of unrestricted reserves if they fall below the minimum level.

As an example of the application of the GFOA recommended practice, the reserve policy currently in place for the City of El Cerrito is:

It is a goal of the City to achieve a general operating reserve of 15%, with a minimum of 10%, of projected General Fund operating expenditures in each fiscal year. As part of the annual budget process, the City Council shall consider a Ten-Year Plan that attempts to maintain the minimum reserve balance of 15%. The City Council may adopt a deficit budget so long as the projected reserve does not go below 10% in any year of the Ten-Year Plan. Should the General Fund reserve fall below 10%, each budget year the City will adopt a plan to restore the reserve percentage to 10% within five years and 15% by the tenth year of the Ten-Year Plan.

The portion of the reserve below 10% should be utilized only for a financial emergency (as determined by the City Council), natural disaster or significant unanticipated liability. If this portion of the reserve is utilized for such an event, the Ten-Year Plan presented with the Annual Operating Budget must be

developed so that the 10% base threshold is replenished within five years.

The unreserved fund balance in the Equipment Replacement Fund may be transferred to the General Fund only for a fiscal emergency where the current year revenues have decreased from the prior year or for one-time uses such as natural disasters or unforeseen liabilities.

The reserves between the 10% and 15% level are designed to be used by the City to deal with revenue fluctuations that arise as a result of changes in the economy and provide opportunities to maintain services and programs where funding may be difficult. Also, a portion of any operating reserve in excess of 10% of annual revenues resulting from the previous fiscal year's operations could be committed to capital improvement projects or used to retire existing debt, fund future liabilities or potential legislative actions, establish or replenish equipment replacement funds, and/or establish or replenish deferred maintenance funds as long as the amount is considered in the adopted Ten-Year Plan to achieve a balance of 15% within ten years.

On the other hand the City of Martinez does not have a reserve policy. The residents cannot compare unrestricted reserves to a reserve policy as an indicator of the health of their city.

New Measurement

In the current volatile financial environment, some cities are finding that adopting a budget, performing variance analyses, completing a CAFR, and relying on unrestricted reserves as a measure of fiscal health are no longer adequate. Additional indicators are available that take into account the reality and fluidity of the current situation, such as:

Budget to Actual Performance – This measure is used for internal management, measurement and reporting. Key decisions are made based on comparison of budget to actual. This metric is generally measured on a quarterly basis, presented to the city council, and made available to the public.

The GFOA recommends “that all state and local governments present mandated budgetary comparisons as part of their audited basic financial statements. The retention of the budget to actual comparison as a basic financial statement ensures that the strong link that has existed between the budget and financial reporting in the past will continue to enhance the credibility of both in the future.”

The City of Martinez looks at budget to actual on a quarterly basis. On the other hand, the City of Hercules does not.

Days Cash Available – Days cash available (running liquidity) is a measurement of the number of days a government can operate normally without additional revenue.

While the GFOA has not recommended this calculation as a best practice, the City of Pinole provides this information to the City Council on a regular basis. At a

February 7, 2012 presentation it was reported, "As of June 30, 2011, there was only enough cash available in the City Treasury to finance City activities for approximately two and one-half (2.5) months."

Working Capital – The working capital ratio measures the relationship between current assets and current liabilities. It is computed by dividing current assets by current liabilities. Best practice is that an entity maintain adequate levels of working capital in its enterprise funds to alleviate revenue shortfalls and unanticipated expenses. The GFOA recommends a target amount for working capital in enterprise funds be 90 days of annual operating expenses as a baseline with no less than 45 days as the minimum acceptable level.

The City of Pinole tracks working capital in the general fund and reports on it to the City Council on a quarterly basis.

Ratio of Retirement Obligations to General Fund Revenues – Retirement obligations are defined as the total of funded and unfunded future costs, such as pensions and other post-employment benefits. The indicator is the ratio of total retirement obligations to annual general fund revenues. Retirement obligations have risen over time and may continue to do so.

A Word on Bond Ratings

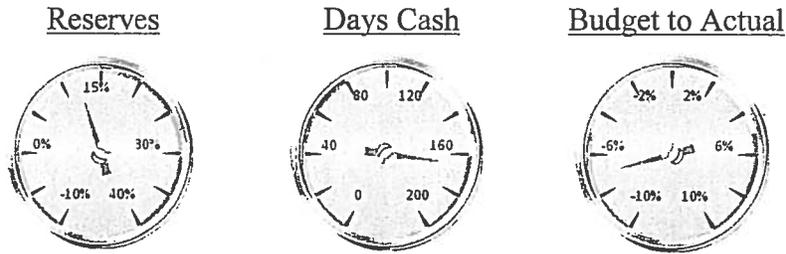
Bond ratings are sometimes mentioned as an indicator of a city's financial stability and fiscal health. However:

- The bond ratings are based upon the specific reason for which the bonds were solicited. The financial information taken into account may be much narrower than the scope of a city's revenues and expenditures.
- The criteria used to rate bonds vary from rating agency to rating agency. This may result in different bond ratings coming from analyses of the same financial information.
- Bonds ratings are developed when a city applies for a bond and when the bond is issued. Bond ratings are infrequently updated unless a new application is received. As a result, bond ratings can be old and not reflective of a city's current financial condition.

A New Communication Tool

In recent years, the internet has had a tremendous impact on public communication expectations. People expect to be able to get to information quickly, and they expect that information to be summarized so they can decide what they want to focus on.

Some governmental agencies and private sector businesses use the dashboard concept on their website to communicate key information. A financial dashboard reduces complex issues to simple summary form. Each indicator is displayed with a simple description, a number, and then a means to show if the number is good, bad, or indifferent. For example:



FINDINGS

1. The budget process, government accounting systems, and financial statements provided to the public are complex and not readily understandable to most residents trying to assess the fiscal health of their city.
2. Review of examples of financial reports from cities made it clear that despite the intent for transparency and full disclosure, the documents were often difficult to understand.
3. Comparing the financial health of cities is difficult based only on information currently available to the public.
4. Not all cities have approved reserve policies or guidelines in place, making use of reserve levels for an assessment of financial health incomplete.
5. Cities have differing definitions and measures of reserves, which may prevent meaningful comparisons between the cities on this gauge of financial health.
6. It was often impossible to verify whether a city was meeting its reserve level policy using publicly available numbers, definitions, and guidance.
7. Some cities have had difficulty maintaining GFOA minimum recommended levels of unrestricted reserves, whether or not they had approved policies requiring maintenance of defined levels.
8. A city's ability to respond to future shortfalls may be impaired if it lacks a reserve policy containing specific plans for restoring reserves to a minimum required level.
9. There are other key financial indicators in addition to levels of reserves that could provide a better picture of a city's financial health.
10. Information about the financial health of a city is often difficult for the public to understand.

RECOMMENDATIONS

1. The city should provide its city council and residents with a budget to actual performance comparison and the status of unrestricted reserves on a quarterly basis.

2. To increase financial transparency, the city should consider disclosing to the public the following key indicators of financial health: days cash available, working capital and ratio of retirement obligations to general fund revenue.
3. The city should consider having a reserve policy that addresses recommended minimum unrestricted reserve levels, the processes for drawing down reserves, and the process for replacing reserves when they are below the recommended level.
4. The city should consider adjusting its reporting process to include additional indicators of fiscal health in an easily accessible and understandable format.
5. The city should consider creating a dashboard of fiscal health indicators on its website.

REQUIRED RESPONSES

Each city needs to respond only for its own practices.

<u>City</u>	<u>Findings</u>	<u>Recommendations</u>
City of Antioch	1-10	1-5
City of Brentwood	1-10	1-5
City of Clayton	1-10	1-5
City of Concord	1-10	1-5
Town of Danville	1-10	1-5
City of El Cerrito	1-10	1-5
City of Hercules	1-10	1-5
City of Lafayette	1-10	1-5
City of Martinez	1-10	1-5
Town of Moraga	1-10	1-5
City of Oakley	1-10	1-5
City of Orinda	1-10	1-5
City of Pinole	1-10	1-5
City of Pleasant Hill	1-10	1-5
City of Pittsburg	1-10	1-5
City of Richmond	1-10	1-5
City of San Pablo	1-10	1-5
City of San Ramon	1-10	1-5
City of Walnut Creek	1-10	1-5

July XX, 2012

Contra Costa Grand Jury
Attn: Lloyd Bell
P.O. Box 911
Martinez, CA 94553-0091

Dear Mr. Bell:

On behalf of the Antioch City Council, this letter responds to Contra Costa County Grand Jury Report: "Financial Transparency with Meaning?" (Report 1213). The City Council authorized this response at its meeting on _____, 2012.

We appreciate the time and effort that the Grand Jury spent considering these matters. As the Report states, cities are coping with decreasing revenues and increasing needs of residents. We, as public servants and residents of the City of Antioch, absolutely agree that it is important for residents to understand and have access to the financial information of the City. We also believe that with an average staffing reduction of 40% here in Antioch that it is critical that we assign staff to those tasks that are the most productive and efficient use of time.

Pursuant to California Penal Code section 933.05, the City will respond to each finding and to each recommendation individually.

Findings

1. The budget process, government accounting systems, and financial statements provided to the public are complex and not readily understandable to most residents trying to assess the fiscal health of their city.

The City partially disagrees with the finding. We believe our budget process and accounting systems are very understandable. We do, however, concur that the financial statements are very complex and only understandable to those skilled in governmental accounting. The financial statement format is required by governmental accounting standards established by the Governmental Accounting Standards Board (GASB). Our annual budget document provides a more simplified financial statement that is more easily understood.

2. Review of examples of financial reports from cities made it clear that despite the intent for transparency and full disclosure, the documents were often difficult to understand.

The City agrees with the finding. As stated in response to finding #1, financial statements are very complex and only understandable to those skilled in governmental accounting; however, the format of financial statements is required by the GASB.

3. Comparing the financial health of cities is difficult based only on information currently available to the public.

The City partially agrees with the finding. Some general comparisons can be made in terms of fund balances and unassigned reserves, but without knowing the dynamic of all services provided by the agencies in question, number of employees, sources of revenue, etc, it can be difficult to ascertain a true comparison.

4. Not all cities have approved reserve policies or guidelines in place, making use of reserve levels for an assessment of financial health incomplete.

The City agrees with the finding or perhaps more accurately has no independent knowledge on which to agree or disagree with the Grand Jury's finding as the City has not undertaken a survey of whether other cities have reserve policies. The City of Antioch does have a reserve policy that provides for an unassigned fund balance minimum of 10% of General Fund operating revenues.

5. Cities have differing definitions and measures of reserves, which may prevent meaningful comparisons between the cities on this gauge of financial health.

The City agrees with the finding; although, not conducting a survey of the definitions and measures of reserves, it seems quite possible that these differ in different cities.

6. It is often impossible to verify whether a city was meeting its reserve level policy using publicly available numbers, definitions, and guidance.

The City partially agrees with the finding. For those agencies that have reserve policies, this should be documented in their budget or other financial document that is publicly accessible. The City of Antioch's budget document clearly identifies whether reserve levels have been met for the prior year and are anticipated to be met for the upcoming budget cycle being considered for approval.

7. Some cities have had difficulty maintaining GFOA minimum recommended levels of unrestricted reserves, whether or not they had approved policies requiring maintenance of defined levels.

The City agrees with the finding. The unprecedented national recession and housing crisis, coupled with State grabs of local revenues, have taken a toll on the primary sources of funding for cities causing significant budget challenges.

8. A city's ability to respond to future shortfalls may be impaired if it lacks a reserve policy containing specific plans for restoring reserves to a minimum required level.

The City agrees with the finding.

9. There are other key financial indicators in addition to levels of reserves that could provide a better picture of a city's financial health.

The City agrees with the finding.

10. Information about the financial health of a city is often difficult for the public to understand.

The City partially agrees with the finding. Reporting financial information to the public varies widely among agencies and there is no set standard for reporting other than the prescribed financial statement format for Comprehensive Annual Financial Reports. This could lead some agencies to provide documents more challenging to understand than others. The City of Antioch believes that other than our annual financial statements, other financial reporting documents, such as our budget, are easy to understand.

Recommendations

1. The city should provide its city council and residents with a budget to actual performance comparison and the status of unrestricted reserves on a quarterly basis.

This recommendation has been implemented. Monthly reports are provided to Council detailing budget to actual performance for the General Fund. This report is a public document. The status of unrestricted reserves is provided to Council at a public meeting as part of the annual budget review and is likewise available on the City's website.

2. To increase financial transparency, the city should consider disclosing to the public the following key indicators of financial health: days cash available, working capital and ratio of retirement obligations to general fund revenue.

The recommendation has not been implemented, but the City will be implementing a mechanism to convey information once the City determines the most meaningful indicators for its citizens. The City's goal is to provide its citizens with a budget facts document that we intend to update quarterly on our website beginning after the first quarter of this fiscal year.

3. The city should consider having a reserve policy that addresses recommended minimum unrestricted reserves levels, the processes for drawing down reserves, and the process for replacing reserves when they are below the recommended level.

This recommendation has been implemented. A copy of the City of Antioch's reserve policy was provided to the Grand Jury in March 2012.

4. The city should consider adjusting its reporting process to include additional indicators of fiscal health in an easily accessible and understandable format.

This recommendation has been implemented. The City believes that our budget document, which is available online, contains very understandable and uncomplicated fiscal health indicators to our public. Additional indicators will be explored as we prepare to implement recommendation #2 above.

5. The city should consider creating a dashboard of fiscal health indicators on its website.

This recommendation will not be implemented. The City believes the forthcoming implementation of recommendation #2 will provide the needed indicators of fiscal health.

Sincerely,

James D. Davis
Mayor, City of Antioch

Cc: Mayor and City Council
Jim Jakel, City Manager
Lynn Tracy Nerland, City Attorney
Dawn Merchant, Finance Director

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JULY 24, 2012**

PREPARED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

APPROVED BY: Ron Bernal, Director of Public Works/City Engineer *RB*

DATE: July 17, 2012

SUBJECT: Consideration of Bids for the Hamlin Court Sewer Improvements,
(P.W. 249-13S)

RECOMMENDATION

It is recommended that the City Council award the project to the low bidder, D.R. Lemings Construction, in the amount of \$130,960.00.

BACKGROUND INFORMATION

On July 17, 2012, three (3) bids were received and opened as shown on the attached tabulation. The low bid was submitted by D.R. Lemings Construction of Concord in the amount of \$130,960.00. The bids have been checked and found to be without any errors or omissions.

This project will replace the aging and undersized sanitary main beneath the Contra Costa Canal between Hamlin Court and slightly east of the intersection of Santa Barbara Way and Rio Grande Drive.

FINANCIAL IMPACT

The 2012-2013 Capital Improvement Budget includes funding for this project from the Sewer Facility Expansion Fund. The Engineer's estimate for this work was \$154,400.00.

OPTIONS

None considered at this time.

ATTACHMENTS

A: Tabulation of Bids

CITY OF ANTIOCH

TABULATION OF BIDS

JOB TITLE: Hamlin Court Sewer Improvements
(P.W. 249-13S)

BIDS OPENED: July 17, 2012 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	D.R. Lemings Construction Concord	California Trenchless, Inc. Dublin	Valentine Corporation San Rafael	
TOTAL BID PRICE	\$154,400.00	\$130,960.00	\$165,850.00	\$267,600.00	

<i>D.R. Lemings Construction</i> Pipe Bursting Darrin G. Stanley Engineering	<i>California Trenchless, Inc.</i> <u>None</u>	<i>Valentine Corporation</i> <u>CCTV</u> Roy's Sewer Service CIDH Shoring Pacific Coast Drilling
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**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JULY 24, 2012**

PREPARED BY: Scott Buenting, Associate Engineer, Capital Improvements Division

APPROVED BY: Ron Bernal, Director of Public Works/City Engineer *REB*

DATE: July 17, 2012

SUBJECT: Consideration of Bids for the Traffic Signals Improvement Project:
Delta Fair Boulevard at Belle Drive, Auto Center Drive at Costco
Way/West Eighteenth Street and Delta Fair Boulevard at School
Street, (P.W. 636-7)

RECOMMENDATION

It is recommended that the City Council authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to include Measure 'J' funding in the amount of \$44,400.00 and award the project to the low bidder, Steiny and Company, Inc., in the amount of \$484,400.00.

BACKGROUND INFORMATION

On July 17, 2012, six (6) bids were received and opened as shown on the attached tabulation. The low bid was submitted by Steiny and Company, Inc. of Vallejo in the amount of \$484,400.00. The bids have been checked and found to be without any errors or omissions.

This project will install a new traffic signal at the intersection of Delta Fair Boulevard and Belle Drive, replacing the existing four way stop. Modifications to the traffic signal at Delta Fair Boulevard and School Street will create a dedicated left turn movement for westbound traffic on Delta Fair Boulevard into Turner Elementary School and reduce traffic congestion in this area during school hours. A protected left turn phase will be added to the signalization of the intersection at Costco Way/West 18th Street at Auto Center Drive. This signal modification will be partially funded by traffic signal improvement mitigation fees paid by Costco when the store last expanded. ADA compliant handicap accessible ramps will be constructed at all three locations.

FINANCIAL IMPACT

The 2012-13 Capital Improvement Budget includes \$440,000.00 in Traffic Signal Funds for the construction of this project. Additional Measure 'J' funding in the amount of \$44,400.00 is requested to fully fund these traffic signal improvements.

OPTIONS

None considered at this time.

ATTACHMENTS

A: Tabulation of Bids

ATTACHMENT "A"

CITY OF ANTIOCH

TABULATION OF BIDS

JOB TITLE: Traffic Signals Improvement Project: Delta Fair Bl. @ Belle Dr., Auto Center Dr. @ Costco Wy./W. 18th St. and Delta Fair Bl. @ School St. (P.W. 636-7)

BIDS OPENED: July 17, 2012 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Steiny and Company, Inc. Vallejo	W. Bradley Electric, Inc. Novato	Tennyson Electric, Inc. Livermore	Columbia Electric, Inc. San Leandro	Prism Engineering, Inc. Hayward
TOTAL BID PRICE	\$560,000.00	\$484,406.00	\$498,238.00	\$563,620.00	\$571,790.10	\$640,137.00

Steiny and Company, Inc.	W. Bradley Electric, Inc.	Tennyson Electric, Inc.	Columbia Electric, Inc.	Prism Engineering, Inc.
Boring Norwood Construction Signs/Striping Bayside Stripe & Seal Painting Jeffco Painting & Coating Concrete Golden Bay Construction	Striping Chrisp Co. Concrete Golden Bay Construction Trench/Bore Advanced Cutting & Paving	Striping Chrisp Co. Partial Concrete Wayne Swisher	Signs/Striping Bayside Stripe & Seal Concrete Golden Bay Construction	Striping Chrisp Co.

CITY OF ANTIOCH

TABULATION OF BIDS

JOB TITLE: Traffic Signals Improvement Project: Delta Fair Bl. @ Belle Dr., Auto Center Dr. @ Costco Wy./W. 18th St. and Delta Fair Bl. @ School St.
(P.W. 636-7)

BIDS OPENED: July 17, 2012 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Mike Brown Electric Co. Cotafi			
TOTAL BID PRICE	\$560,000.00	\$649,616.00			

Mike Brown Electric Co.	Concrete Golden Bay Construction Trench/Bore Advanced Cutting & Paving Signs/Striping Bayside Stripe & Seal Traffic Control Robert Beadle Construction				
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**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JULY 24, 2012**

PREPARED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

REVIEWED BY: Ron Bernal, Director of Public Works/City Engineer *REB*

DATE: July 16, 2012

SUBJECT: Resolution Accepting Work and Authorizing City Engineer to File a Notice of Completion for the Curb, Gutter and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Handicapped Accessible Ramps at Miscellaneous Locations, 2010-2011, (P.W. 507-13)

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution accepting work, authorizing the Director of Public Works/City Engineer to File a Notice of Completion and authorizing the Director of Finance to amend the 2011-2012 Budget to increase Community Development Block Grant funding by \$27,607 and General Fund Streets Maintenance Division funding by \$19,198 for the existing contract with Maxicrete, Inc. and to make a final payment of \$67,306.42 plus retention of \$20,251.08 to be paid 35 days after recordation of the Notice of Completion pending approval of the Community Development Block Grant Coordinator.

BACKGROUND INFORMATION

On September 14, 2010, the City Council awarded a contract to Maxicrete, Inc. to perform various repairs of concrete curb, gutter and sidewalk for a period of at least one year. The project Special Provisions allowed for the contract to be extended for an additional year provided the contract unit prices remained unchanged. On June 28, 2011, the City Council agreed to extend the contract with Maxicrete, Inc. at the original unit prices.

On June 8, 2012, the contractor completed all work associated with this project. Over the duration of this contract, the contractor removed and replaced 15,391 square feet of sidewalk, 3,273 square feet of driveway approach, 2,017 linear feet of curb and gutter and constructed 21 handicap accessible ramps throughout the city.

FINANCIAL IMPACT

The final contract price for this project is \$430,329.40. During fiscal year 2011-2012 the contract performed work totaling \$266,317.47. This fiscal year's funding was provided through a variety of funding sources, including Community Development Block Grant funds (\$101,262.43), Water Fund (\$85,404.44), Sewer Fund (\$59,783.10) and General Fund (\$19,867.50).

OPTIONS

No options are suggested at this time.

ATTACHMENTS

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

SB:lm

RESOLUTION NO. 2012/**

**RESOLUTION ACCEPTING WORK AND DIRECTING THE CITY ENGINEER
TO FILE A NOTICE OF COMPLETION AND AUTHORIZING FINAL
PAYMENT TO MAXICRETE, INC.
FOR THE CURB, GUTTER AND SIDEWALK REPAIR INCLUDING TREE REMOVAL
AND STUMP GRINDING AND INSTALLATION OF CONCRETE HANDICAPPED
ACCESSIBLE RAMPS AT MISCELLANEOUS LOCATIONS AND AMENDING THE
FISCAL YEAR 2011-12 BUDGET
(P.W. 507-13)**

WHEREAS, the Engineer for said City has certified the completion of all work provided to be done under and pursuant to the contract between the City of Antioch and Maxicrete, Inc. and;

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

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

1. The above-described work is hereby accepted.
2. The City Engineer is directed to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof.
3. The Director of Finance is hereby directed to pay the Contractor a final payment in the amount of \$67,306.42 plus retention of \$20,251.08 to be paid 35 days after recordation of the Notice of Completion pending approval of the Community Development Block Grant Coordinator.
4. The 2011-12 Budget is hereby amended to increase Community Development Block funding by \$27,607 and General Fund funding by \$19,197.

* * * * *

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 24th day of July, 2012 by the following vote:

AYES:

NOES:

ABSENT:

DENISE SKAGGS, City Clerk

Recorded at the request
of and for the benefit
of the City of Antioch

When recorded, return
to City of Antioch
Capital Improvements Department
P.O. Box 5007
Antioch, CA 94531-5007

NOTICE OF COMPLETION

FOR

**Curb, Gutter and Sidewalk Repair Including Tree Removal and Stump Grinding and
Installation of Concrete Handicapped Accessible Ramps at Miscellaneous Locations
in the City of Antioch
(P.W. 507-13)**

NOTICE IS HEREBY GIVEN that the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Maxicrete, Inc. was completed on June 8, 2012.

The surety for said project was Insurance Company of the West.

The subject project consisted of curb, gutter and sidewalk repair including tree removal and stump grinding and installation of concrete handicapped accessible ramps at miscellaneous locations (See Exhibit "A") in the City of Antioch, California.

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

Date

RON BERNAL, P.E.
City Engineer

EXHIBIT "A"

LIST OF LOCATIONS FOR THE CURB, GUTTER & SIDEWALK REPAIR 2010-2012 P.W. 507-13

1825 W 10TH ST	2100 DOGWOOD WY
19 W 17TH ST	1206 LEMONTREE WY
602 W 19TH ST	1911 D ST
311 W MADILL ST	10 W 17TH ST
2740 D ST	901 E 18TH ST
1100 SHADDICK DR	1809 BLOSSOM DR
1215 SUNSET DR	3016 ELMO RD
1104 E 13TH ST	2916 ROOSEVELT LN
2104 WILLOW AVE	2904 PLUMLEIGH AVE
RIDGELINE DR @ PALISADES WY	314 SAN JOAQUIN AVE
2111 HAILSTONE WAY	921 ROTHERHAM DR
2115 HAILSTONE WAY	2818 FORTUNA CT
1136 RANCH POINT WY	1613 SAN JOSE DR
1139 RANCH POINT WY	2360 GLENDALE CIR
1140 RANCH POINT WY	2373 HILLIARD CIR
4824 MASSIVE PEAK WY	MEDIAN @ RIDGEROCK DR
3526 CAMBY RD	1 MARINA PLAZA
3104 G ST	1112 PUTNAM ST
3325 FRASER RD	1203 PUTNAM ST
3325 FRASER RD	1205 PUTNAM ST
3212 BLYTHE DR	1207 PUTNAM ST
3220 BLYTHE DR	1209 PUTNAM ST
3351 CONTRA LOMA BL	1211 PUTNAM ST
2008 CERRO CT	1213 PUTNAM ST
2039 RESEDA WAY	1215 PUTNAM ST
119 SHADY LN	1217 PUTNAM ST
123 SHADY LN	1219 PUTNAM ST
S FRANCISCO WY & HACIENDA WY	MEDIAN @ COUNTRY HILLS
3301 HACIENDA WY	DR/TRUSKMORE WY
4TH ST & M ST	PKG LOT @ 9TH ST & L ST
4TH ST & N ST	1010 9TH ST
920 GLOUCESTER CT	1009 9TH ST
2749 E TREGALLAS RD	1007 9TH ST
2811 PLUMLEIGH AVE	1002 9TH ST
2809 PLUMLEIGH AVE	1000 9TH ST
2440 MAHOGANY WY	1001 9TH ST
408 W 5TH ST	923 9TH ST
CONTRA LOMA BL & ST FRANCES	922 9TH ST
DR	917 9TH ST
1116 DANBERRY CT	913 9TH ST
2021 LANITOS CT	910 9TH ST
32 PARK LN	902 9TH ST
4726 FAWN HILL WY	623 TEXAS ST
2115 SUMAC WY	620 TEXAS ST
65 E 13TH ST	SCHOOL ST @ TEXAS ST & G ST
ST FRANCES DR	1600 PUTNAM ST
	1506 PUTNAM ST

EXHIBIT "A"

1500	PUTNAM ST	319	CALVERT CT
1408	PUTNAM ST	321	CALVERT CT
1404	PUTNAM ST	2013	PUTNAM ST
1400	PUTNAM ST	2224	COOLRIDGE CT
1324	PUTNAM ST	3028	S APPLE CT
1320	PUTNAM ST	2808	MADRID LN
1316	PUTNAM ST	1401	W 4TH ST
1312	PUTNAM ST	2101	PUTNAM ST
1308	PUTNAM ST	2105	PUTNAM ST
1304	PUTNAM ST	2109	PUTNAM ST
1300	PUTNAM ST	2113	PUTNAM ST
1239	PUTNAM ST	2201	PUTNAM ST
1235	PUTNAM ST	2313	DALLAS CT
1231	PUTNAM ST	2110	FUENTE CT
1227	PUTNAM ST	11	GREENSBORO WY
1223	PUTNAM ST	3613	HEMINGWAY DR
1221	PUTNAM ST	2408	LOS PRADOS WY
4005	DELTA FAIR BL	2052	RESEDA WY
2201	SAN JOSE DR	1525	JACOBSEN ST
1016	C ST	24	WORRELL RD
208	WILLIAM REED DR		MEDIAN @ YELLOWSTONE CT
210	WILLIAM REED DR	3107	GREENRIDGE CT
343	DIMAGGIO WY	3109	GREENRIDGE CT
1708	MISSION DR	2235	PACIFIC CT
221	MATSQUI RD	4477	PARKVIEW CT
116	DAPHNE CT	412	W 6TH ST
121	DAPHNE CT	3113	TALBOT WY
3515	LIBERTY WY	2843	DANDELION CIR
	LONE TREE WY	1913	WOODLAND DR
2333	MEREDITH WY		DEER VALLEY RD & ASILOMAR DR
201	2ND ST	10	TERRANOVA DR
2005	PUTNAM ST	4100	BELLE DR
2009	PUTNAM ST	2713	DEL ORO CIR
2016	PUTNAM ST	807	W 9TH ST
1713	PUTNAM ST	814	E ST
	ALMONDRIDGE PARK	1627	GEYSER CIR
1717	PUTNAM ST	1615	GEYSER CIR
2019	PUTNAM ST	2220	ROBLES DR
2023	PUTNAM ST		GOLF COURSE RD @ WEXLER
2027	PUTNAM ST		PEAK WY
1315	AUGUST WY		2ND ST & J ST
1301	MARIE AVE	3017	COBBLESTONE DR
1305	MARIE AVE	1801	MT SILLIMAN WY
3009	CHRISSE CT	1310	AUGUST WY
3013	CHRISSE CT	2213	PUTNAM ST
3017	CHRISSE CT	2209	PUTNAM ST
313	CALVERT CT	2205	PUTNAM ST
315	CALVERT CT	2	HILLSIDE RD
317	CALVERT CT	2215	NAVARRO CT

EXHIBIT "A"

2608 PITCHSTONE WY
612 IGLESIA CT
3509 MOUNTAIRE DR
3506 MOUNTAIRE DR
1839 SANGER PEAK WY
3916 COBBLESTONE DR
2112 RESEDA WY
1401 W 4TH ST
SOMERSVILLE RD @ JAMES
DONLON BL
612 W 2ND ST
5TH ST & G ST
LONE TREE WY
1309 AUGUST WY
1301 MARIE AVE
1305 MARIE AVE
205 FLAGSTONE DR
1204 OAK HAVEN WY
4833 BELLE DR
44 BRYAN AVE
3609 DANA DR
FAIRGROUNDS ON W 10TH ST
41 BRYAN AVE
3701 HERITAGE DR
2312 TOMPKINS WY
4632 SILVERCREST DR
3238 WESTBOURNE DR
1425 SAN JOSE DR
900 GATTER DR
2199 MOKELUMNE DR
48 BRYAN AVE
2529 DESRYS BL
2528 DESRYS BL
E 13TH ST @ AUGUST WY
3749 KILLDEER DR
EL CAMPANIL ON 2ND ST
15 E 16TH ST
2616 SILVERADO DR
4464 DEERFIELD DR
3224 BLYTHE DR
807 D ST
2500B JENIFER CT
2504B JENIFER CT
2009 GLENWOOD DR
2017 GLENWOOD DR
2366 PEACHTREE CIR
2401 COUNTRY HILLS DR
B ST & 6TH ST
420 7TH ST
E 13TH ST @ BEVERLY ST
1210 BEVERLY ST
1213 BEVERLY ST
1212 BEVERLY ST
1209 BEVERLY ST
2111 HILLCREST AVE
71 E 19TH ST
3016 SUNSET DR
3013 SUNSET DR
3578 LOVEBIRD WY
1608 GEYSER CIR
316 GRANITE CT
320 GRANITE CT
2744 D ST
2908 ROOSEVELT LN
136 RUSSELL DR
1902 ALPHA WY
28 DUNES WY
616 W 11TH ST
412 C ST
411 C ST
411 8TH ST
2525 JOHNS WY
ALMONDRIDGE PARK
FILBERT ST & BEECHNUT ST
540 W MADILL ST
617 W 19TH ST
124 MERRILL DR
1009 W 9TH ST
913 W 9TH ST
615 W 9TH ST
2215 D ST
508 W TREGALLAS RD
W 1ST ST @ I ST
2847 GARROW DR
4984 KUSHNER WY
3200 LONE TREE WY
2216 CHICKIE ST
1445 MELLISSA CIR
1025 D ST
1312 VERONICA CT
1733 LIPTON ST
3124 ASHBURTON DR
LISA CT
2805 COUNTRYWOOD DR
4042 ST ANDREWS WY
1113 DANBERRY CT
2801 COUNTRYWOOD DR
2933 HONEYSUCKLE CT

EXHIBIT "A"

900 W 10TH ST
414 W 10TH ST
43 W 17TH ST
507 W 13TH ST
1501 MELLISSA CT
2931 HONEYSUCKLE CT
2935 HONEYSUCKLE CT
1110 COOK ST
3174 WESTBOURNE DR
2500 CATHY CT
2125 MEREDITH WY
5325 FAIRSIDE WY
1919 YELLOWSTONE CT
2625 SAGE CT
3012 ELMO RD
5021 MOCCASIN CT
3501 DANA DR
3132 CEDAR ST
211 W 20TH ST
3322 BLUEJAY DR
607 WILBUR AVE
E 18TH ST @ OLIVE LN
E 18TH ST @ MARIE AVE
E 18TH ST @ AMBER DR
529 AMBER DR
411 W 11TH ST
118 W 8TH ST
204 W 20TH ST
1145 KLENGEL ST
315 W 8TH ST
CITY HALL IRRIGATION PAD
1109 MACAULAY ST
704 GARY AVE
612 W 14TH ST
1904 DENNIS DR

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JULY 24, 2012**

Prepared by: Kevin Scudero, Community Development Technician
Reviewed by: Ron Bernal, Public Works Director/City Engineer *ROB*
Date: July 12, 2012
Subject: Authorization to Enter into a Right of Way Use Agreement with NextG Networks of California

RECOMMENDATION

Authorize the City Manager to enter into a Right of Way Use Agreement with NextG Networks of California for compensation for placement of telecommunications facilities within street rights-of-way.

BACKGROUND INFORMATION

Telecommunications Providers

Telecommunication providers have been approaching the City for many years to place wireless antenna and cabinet facilities to support wireless communications in various locations in the City. There had been a lull in these applications for a few years likely due to the economy and consolidation in the industry, but these applications are increasing recently in part due to the increasing data needs for "smart phones".

Sometimes the telecommunication providers will approach private property owners to place facilities on private property and the City plays only a regulatory role through the use permit process to address concerns such as aesthetics. Other times the telecommunication providers will want to use public property and then the City plays both a regulatory role and a proprietary role as owner/landlord of the property. When the City is the property owner, then there is typically both a use permit process and a lease agreement.

The City's regulatory role has been constrained by both state and federal law given the lobbying efforts by the telecommunications industry. For example, there are short deadlines for a city to respond to an application for a telecommunications site and federal law prohibits the consideration of safety issues related to EMFs. In the middle of the recent "Middle Class Tax Relief and Job Creation Act of 2012," the federal government further limited a city's options in reviewing applications for collocation of

facilities on existing support structures for wireless antennas. In addition, the California Public Utilities Commission is approving many more of these telecommunication providers as telephone companies under Public Utilities Code section 7901, which arguably gives them access to all public rights-of-way meaning that these "7901 telephone companies" can put their facilities (e.g. antennas, power boxes) in city streets subject to "reasonable time, place and manner" restrictions. As one might imagine, there has been quite a bit of litigation already by telecommunication companies against cities.

Next G

NextG is a California Public Utility Commission (CPUC) authorized wire telephone corporation. The license granted to NextG by the CPUC authorizes them to operate in the public right-of-way as a full facilities-based telephone corporation. While NextG is not licensed by the FCC to provide cellular telephone service, they do install wireless equipment for cellular telephone service providers to use.

The City was first approached by NextG in September 2010 with regards to locating their facilities within the public right-of-way. These facilities typically include various types of antennas and equipment shrouds attached to the tops or sides of streetlight poles with back-up power cabinets and PG&E power pedestals located nearby. Since that time the City has been negotiating a Right of Way Use Agreement (RUA) with NextG to allow them to locate their facilities within the public right-of-way. At no expense to the City, we engaged a nationally recognized firm, Kramer Firm Inc., who has provided legal and engineering consultant services to more than 600 government agencies across the United States including the nearby cities of Brentwood, Lafayette and Walnut Creek to assist in negotiations.

Staff has taken a proactive approach to negotiate an agreement that would result in favorable business terms for the City. This agreement will allow NextG to locate their equipment on our streetlight poles and other municipal facilities while providing revenue to the City and limiting the aesthetic impacts of additional NextG facilities located in the public right-of-way. If the City were to deny NextG the right to locate on our facilities, they arguably would still have the right to build their own structures in the public right-of-way for their facilities. This would increase the aesthetic impact and provide no revenue to the City. Thus, the approach proposed by staff is the one that many cities are taking in order to have more control over the facilities in the public rights-of-way. The proposed Right of Way Use Agreement will also serve as a template if NextG wants to install facilities in additional streets beyond the originally designated locations at the NW Corner of Prewett Ranch Road/Hillcrest Avenue, the north side of Prewett Ranch

Road/Oneida Way, the SE corner of Prewett Ranch Road/Forty Niner Way and 5401 Geronimo Court.

FISCAL IMPACTS

NextG will pay the City a \$500 per year infrastructure fee for each streetlight pole or comparable municipal facility located within the City's right-of-way on which they locate their equipment. They will also pay the City a right-of-way use fee of 5% annual revenue share or \$500 per facility per year, whichever is greater.

OPTIONS

Council can choose to not enter into the agreement. This would not deny NextG the right to locate their facilities in the City's right-of-way. This option is not recommended by staff.

ATTACHMENTS

A: Right of Way Use Agreement

ATTACHMENT "A"

TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT

This License and Encroachment Agreement ("Agreement") is entered into this ____ day of _____, 2012, by and between the CITY OF ANTIOCH, a California municipal corporation, hereinafter referred to as the ("City", "Licensor") and Crown Castle NG West Inc., formerly known as NEXTG NETWORKS OF CALIFORNIA, INC., a Delaware corporation, hereinafter referred to as ("Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, Licensor is responsible for management of the public right of way and performs a wide range of vital tasks necessary to preserve the aesthetic and physical integrity of public streets and ways, to control the orderly flow of vehicles, to promote the safe movement of pedestrians, and to manage a number of gas, water, sewer, electric, cable television, telephone and telecommunications facilities that are located in, under and over the streets and public rights of way; and

WHEREAS, Upon the Effective Date of this Agreement, Licensee holds valid and unrevoked Certificates of Public Convenience and Necessity ("CPCN") issued by the California Public Utilities Commission in its Decision No. 03-01-061, issued January 30, 2003 and its Decision No. 07-04-045, issued April 12, 2007. These certificates authorize Licensee to operate in the public streets and ways as a full-facilities based telephone corporation; and

WHEREAS, Licensee does not own or manage Federal Communications Commission regulated and licensed frequencies but owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission and the California Public Utilities Commission, a telecommunications Network or Networks (as defined below) serving Licensee's established wireless carrier customers and utilizing microcellular optical repeater equipment (referred to herein as "Licensee's Facilities" and more fully defined below); and

WHEREAS, Licensee builds, owns, operates, controls and leases, in accordance with regulations promulgated by the Federal Communications Commission and the California Public Utilities Commission, a fiber-based telecommunications network to improve wireless coverage and capacity for telecommunications carriers; and

WHEREAS, For the purpose of operating and improving wireless coverage and capacity in the City, Licensee desires to locate, place, attach, install, operate, control, and maintain Equipment in the Public Way or on Municipal Facilities, or on property in the Public Way owned by third parties; and

WHEREAS, In addition to normal published right-of-way and/or encroachment-related permitting fees, Licensee shall compensate the Licensor for (1) processing fees on a per Licensee Facility basis, (2) a grant of location and the right to use and physically occupy portions of the Public Rights-of-Way, and (3) access to Municipal Facilities located in the rights-of-way owned by the Licensor; and

WHEREAS, Licensee has voluntarily submitted a request to enter into this Agreement with the Licensor to encroach upon and occupy portions of the public right-of-way in certain streets,

easements, and upon certain public improvements for the purposes of installing, maintaining, operating, controlling, relocating, and removing Licensee's Facilities; and

WHEREAS, In consideration of Licensee's request, Licensor is willing to approve Licensee's use and occupation of certain public right-of-way and certain public improvements upon the terms, conditions and other considerations set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree to be bound by the following covenants, terms, and conditions:

Section 1. Definitions. The following definitions shall apply generally to the provisions of this Agreement:

- a. City. "City" shall mean the City of Antioch, a California municipal corporation, which is the Licensor in this Agreement.
- b. Commencement Date. The commencement date ("Commencement Date") shall be the 1st day of the month following the Effective Date.
- c. CPUC. "CPUC" shall mean the California Public Utilities Commission.
- d. Decorative Streetlight Pole. "Decorative Streetlight Pole" shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel, aluminum, or marbelite streetlight poles and does not have a mast arm for luminaire support. The term Decorative Streetlight Pole includes any historically or architecturally significant or designated light poles located on Public Rights-of-Way or owned by the Licensor. Decorative Streetlight Poles may not be used for the Network without prior written approval by Licensor, which may be withheld at the sole discretion of the Licensor.
- e. Effective Date. The effective date of this Agreement shall be the date this Agreement is approved by the City Council of the City of Antioch, as evidenced by the date indicated hereinabove (the "Effective Date").
- f. Equipment. "Equipment" shall mean all of Licensee's equipment and supporting structures such as poles, conduits, powering equipment, electronics, fibers and fiber optics, radio equipment, etc., installed pursuant to this Agreement, including without limitation, all of Licensee's Facilities.
- g. Fee. "Fee" shall mean any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (excluding franchise fees, communications tax, or other similar tax or fee).
- h. Gross Revenue Fee. "Gross Revenue Fee" shall mean and include any and all income and other consideration collected, received, or in any manner gained or derived by

Licensee from or in connection with the provision of Services, either directly by Licensee or indirectly through a reseller, if any, to customers of such services within the City of Antioch, including any imputed revenue derived from commercial trades and barter equivalents to the full retail value of goods and services provided by Licensee. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid to or collected for federal, state, or local government (exclusive of the Municipal Facilities Fee paid to the Licensor provided herein); (b) retail discounts or other promotions; (c) non-collectable amounts due Licensee or its customers; (d) refunds or rebates; and (e) non-operating revenues such as interest income or gain from the sale of an asset.

- i. Installation Date. "Installation Date" shall mean the date that the first Licensee Facility and Equipment is installed by Licensee pursuant to this Agreement.
- j. Laws. "Laws" shall mean any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdictions over the parties to this Agreement.
- k. Licensee. "Licensee" shall mean NextG Networks of California, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.
- l. Licensor. "Licensor" shall mean the City of Antioch, a California municipal corporation, which is the Licensor in this Agreement.
- m. Licensee's Facilities. "Licensee's Facilities" shall mean the optical repeaters, optical multiplexers, amplifiers, antennas, fiber optic cables, wires, uninterrupted power supplies, poles (only as permitted by the Licensor, which may be withheld by Licensor at its discretion), and related equipment, whether referred to singly or collectively, to be installed and operated by Licensee hereunder. Only the installation design configurations of Licensee's Facilities that are shown in the drawings and photographs attached hereto as Exhibit A and incorporated herein by reference may be used by Licensee on City Municipal Facilities. Any Licensee Facility and Equipment installation or configuration not contained within Exhibit A or as the Parties shall agree is not substantially similar thereto is subject to separate Licensor evaluation and approval processes before it may be used on any Municipal Facility or placed on or in the Public Rights-of-Way.
- n. Municipal Facilities. A "Municipal Facility" shall mean a City-owned Streetlight Pole, Decorative Streetlight Pole, traffic signal pole, lighting fixture, electrolier, or comparable street lighting facility located within the Public Right-of-Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.
- o. Network. "Network" or collectively "Networks" shall mean the neutral-host, protocol agnostic fiber-based optical repeater network operated by Licensee to serve its wireless carrier customers in the City.

- p. NextG. "NextG" shall mean NextG Networks of California, Inc., a corporation duly organized and existing under the laws of the State of Delaware (herein the "Licensee"), and its lawful successors, assigns, and transferees.
- q. Public Way, Right-of-Way, or Public Rights-of-Way. "Public Way," "Right-of-Way," or "Public Rights-of-Way" shall mean the space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term does not include county, state, or federal rights-of-way or any property owned by any person or entity other than the City, or any City property not located within any Public Way or Public Rights-of-Way except as provided by applicable laws or pursuant to an agreement between the City and any such person or entity.
- r. Services. "Services" shall mean the services provided through the Network by Licensee to its wireless carrier customers pursuant to one or more tariffs filed with and regulated by the CPUC.
- s. Streetlight Pole. "Streetlight Pole" shall mean any non-Decorative, standard-design concrete, fiberglass, marbelite, or metal pole or electrolier that has a mast arm for luminaire support and is used primarily for street lighting purposes.

Section 2. Authorization.

- a. Subject to the terms and conditions contained herein, Licensor hereby authorizes Licensee to encroach upon and occupy a portion of the Public Rights-of-Way for the limited purpose of constructing, installing, operating, and maintaining Licensee's Facilities to provide service to wireless carriers. Furthermore, Licensor authorizes Licensee to encroach upon and occupy a portion of the Public Rights-of-Way to facilitate the relocation and removal of Licensee Facilities pursuant to Sections 9 and 12 of this Agreement. Other Licensor owned property that is the subject of this Agreement is Streetlight Poles and appurtenances thereto more particularly described in Exhibit A.
- b. Licensee shall be solely responsible for securing any and all utility services it may need for the operation of its equipment located or placed on any Streetlight Pole or Municipal Facility pursuant to this Agreement. No utility services will be offered or provided by Licensor under this Agreement. Licensee shall be solely responsible for the payment of all utility service charges to the applicable utility company. Under no circumstances is Licensor responsible for any utility charges of Licensee. Licensee's Facilities shall not draw electricity from any Streetlight Pole or Municipal Facility.
- c. In addition to authorization to attach to Municipal Facilities, and subject to obtaining the written permission of the owner(s) of the affected property, the Licensor hereby authorizes and permits Licensee, to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Licensee's Facilities in or on poles or other third-party structures owned by public utility

companies or other property owners located within the Public Right-of-Way as may be permitted by the public utility company or property owner, as the case may be. At Licensor's request, Licensee shall furnish to the Licensor documentation of such permission from the individual utility or property owner responsible. Exhibit A represents a good-faith description of Licensee's Facilities at a representative service location.

- d. Facilities, and a denial of an application for the attachment of Licensee's Facilities equipment to Licensor or third-party owned poles or structures in the Public Way shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Licensee's Facilities equipment if Licensee's Facilities equipment proposed for such application substantially conforms to one of the design configurations and Licensee's Facilities specifications set forth in Exhibit A and each proposed installation is approved by the City's Engineer and City's Building Official for engineering safety considerations. In the event that the Parties disagree as to whether the proposed Licensee's Facilities substantially conforms to one of the design configurations and Licensee's Facilities specifications set forth in Exhibit A, the Parties shall meet in good faith in an effort to resolve this dispute. The City's Engineer or his or her designee shall represent the City in any such meetings.

Section 3. Term and Renewal. This Agreement shall be effective for a period of ten (10) years from the Effective Date at which time it shall automatically expire, and such expiration shall be treated as a termination of this Agreement. Should the Parties mutually consent in writing, this Agreement may be renewed for one or more additional five (5) year extension terms.

Section 4. Permitting and Location of Licensee's Facilities.

- a. Licensee is required to obtain an Encroachment Permit from the City prior to the commencement of each work in the Public Right-of-Way. Licensor agrees to permit Licensee to place _____ () Licensee's Facilities described in Exhibit B, attached hereto. If Licensee requests permits for additional Licensee's Facilities beyond the _____ () Licensee's Facilities described in Exhibit B, Licensee shall provide to the Public Works Department (or other administrative department designated by the City) a new Exhibit B with similar detail showing the location and type of Licensee's Facilities. Such request shall be considered an addendum to this Agreement and shall be processed pursuant to this Agreement, but the Addendum will not require further action from the City Council if the proposed additional Licensee's Facilities are consistent with Exhibit A.
- b. The Parties agree that Exhibit A represents a good-faith representation of the equipment that Licensee plans to attach to Municipal Facilities, that such design configurations and Licensee's Facilities specifications may be attached to Municipal Facilities and to third-party facilities. Licensee shall present any deviation to the design configurations and Licensee's Facilities specifications described in Exhibit A to the Licensor in writing, which shall review and either approve or deny within sixty (60) business days. Any change to the design configurations and Licensee's Facilities specifications in Exhibit A may be requested by Licensee and considered for approval by the Licensor so long as the equipment is no greater than five percent (5%) in size, weight, shape, color, configuration

or other physical properties as compared with the existing Licensee's Facilities specifications in Exhibit A. In the event that the Parties disagree as to whether the proposed Licensee's Facilities equipment substantially conforms to one of the design configurations and Licensee's Facilities specifications set forth in Exhibit A, the Licensee and the City's Engineer or his or her designee shall meet in good faith in an effort to resolve this dispute.

- c. The Licensee's Facilities approved by the City shall comply with ADA and Title 24 requirements, including but not limited to, no Facility shall be placed less than eight feet (8') above the ground directly beneath the Streetlight Pole or comparable facility.
- d. Except where specifically approved by City in writing and in advance, all of Licensee's Facilities related to Municipal Facilities shall be constructed underground except for Licensee's antenna(s) and the support facility upon which the antenna(s) are attached. Where a power meter is approved by the Licensor, the power meter shall either be installed underground if remotely read, or be installed in the smallest enclosure permitted if an above ground enclosure is required by the commercial power utility. Where the Licensee desires to install a back-up power source for its equipment and it is approved by the Licensor, such back-up powering shall be placed underground except where specifically approved in a different configuration by City in writing and in advance.
- e. For purposes of construction and maintenance permitting, Licensor shall process all four (4) initial infrastructure sites as a single encroachment permit or other mutually agreeable process, so long as it complies with the terms and conditions of this Agreement. In addition to the City permitting process, Licensee agrees to first secure any and all additional local, state and federal approvals that may be required for its deployments.
- f. For Licensee's initial deployment, Licensor shall make available to Licensee various suitable Licensor-owned Streetlight Poles located within the City's Right-of-Way for the placement of Licensee's Facilities, substantially in the locations described in the Network Plan provided to the Licensor and attached hereto as Exhibit B. Notwithstanding, the use of any particular Municipal Facility Right-of-Way structure, comparable facility, or pole shall be subject to the City's Engineer's sole discretion and approval in advance of the placement of the Licensee telecommunications infrastructure.
- g. Upon completion of each installation, Licensee must promptly furnish to Licensor a current pole list and map that identifies the exact location of the Facilities in the Public Right-of-Way. That information must be provided in a format that is compatible with the Licensor's GIS information technology, including but not limited to ESRI compatible GIS shape files.

Section 5. Scope of Agreement.

- a. By entering into this Agreement, the Licensee certifies that it has secured its own competent independent legal opinions and retained competent legal counsel to advise it regarding this Agreement and that it has been made fully and completely aware of all of the rights it has in and flowing from this Agreement and in Law, as well as all of the

rights it waives herein, and after receiving the advice of its legal counsel that Licensee thereafter knowingly and voluntarily agrees to revenue sharing notwithstanding any current or future rights reserved under the laws of the State of California and California Government Code Section 50030 et seq.; the California Public Utility Code; and the Telecommunications Act of 1996 (the "Act") including, but not limited to, those rights set forth in Section 253(c), or any other law or regulation, to the extent inconsistent with this Agreement. In the event a court finds the Licensee may not waive such rights, then the Parties agree to modify this Agreement to conform to the future changes in a manner that will make and keep the Licensor whole regarding the consideration and other rights flowing to the Licensor under this Agreement. Additionally, Licensee covenants and represents that it is making the offer for revenue sharing and facilities sharing at Licensee's own initiative, and Licensee voluntarily and expressly agrees to waive any rights whatsoever it may have to avoid payment for Licensee's rights and privileges granted herein and not to take any action to rescind the requirement for fees and shared facilities contemplated under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint-venture or of any association whatsoever between City and Licensee, it being expressly understood and agreed that neither the computation of fees nor any other provisions contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between City and Licensee other than the relationship of City and Licensee.

- b. Licensee hereby acknowledges, agrees and covenants that this Agreement only allows for the occupation of the Right-of-Way and Municipal Facilities by Licensee's Facilities identified in Exhibit A and does not authorize or bestow any interest in real property, including any fee, leasehold interest or easement.
- c. Limitations on License. Nothing in this Agreement is intended to create an interest or estate of any kind or extent in the property or premises. Licensee further acknowledges and agrees that this Agreement does not create a landlord-tenant relationship and Licensee is not entitled to avail itself of any rights afforded to tenants under the laws of the State of California or any other laws which may be applicable.
- d. Preference for Municipal Facilities. In any situation where Licensee has a choice of attaching its Equipment to either Municipal Facilities, or to third-party-owned property in the Public Right-of-Way or on private property, or to its own facilities that it would construct in the Public Right-of-Way, Licensee agrees to first apply to the Licensor to attach to and use Municipal Facilities. The Licensor shall advise Licensee within thirty (30) business days whether or not Licensor wishes to exercise its first right under this Paragraph. Where, in the opinion of the Licensee, there is no choice of or option to attach to Municipal Facilities as provided herein, Licensee shall provide technically accurate and sufficient information to Licensor to justify Licensee's proposed use of its own facilities or third-party owned property in the public right-of-way or on private property. Prior to issuance of any permit hereunder, the Licensor may require Licensee to provide evidence that its design has carefully considered the availability of any Municipal Facilities and to establish to the reasonable satisfaction of the City's Engineer that

Municipal Facilities have been reviewed and considered. Failure to comply with this section will constitute default of a material covenant of this Agreement.

- e. No Interference. In the performance and exercise of its rights and obligations under this Agreement, Licensee's Equipment shall not interfere in any manner with the existence and operation of any public or private Rights-of-Way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television and telecommunications facilities, utilities, radio frequency transmission and reception equipment and systems, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as authorized by applicable laws or this Agreement.
- f. No Warranty. City makes no warranty or representation that the premises are suitable for any particular purpose or for Licensee's use. Licensee has inspected the premises and accepts the same "AS IS". City is under no obligation to perform any work or provide any materials to prepare the Premises for Licensee.

Section 6. Compensation.

- a. Administration Fee. In addition to normal published plan check, inspection and/or encroachment-related permitting fees and as additional consideration for the processing of Licensee's permit applications, and in lieu of any separate planning or zoning fees, the Licensee shall pay City-required deposit(s) and fees per the then-current City of Antioch Master Fee Schedule. The charges shall be for materials and staff time spent processing each node application and shall be billed monthly on an hourly rate as identified in the then-current fiscal year fee schedule. Application processing includes without limitation plan checking, external expert reviews, meetings, phone calls, research, email, staff report preparation, and similar time-based expenditures.
- b. Infrastructure Use Fee. Licensee will compensate City for the use of City infrastructure a fee of Five Hundred Dollars (\$500.00) per year (the "Infrastructure Use Fee") for each Streetlight Pole or comparable Municipal Facility located within the City's Right-of-Way upon which Licensee's Equipment has been installed pursuant to this Agreement. The Parties agree that Section 35 of this Agreement shall control as to the actual amount of the Infrastructure Use Fee.
- c. Conduit Fee. A fee (the "Conduit Fee"), in an amount equivalent to the highest fee charged by any other municipality within the geographic scope defined in Section 35 herein, per foot per annum for each Licensor-owned or controlled conduit, if any, that the City permits Licensee to use hereunder. Licensor is not obligated to lease its conduits to Licensee under this Agreement.
- d. Right-of-Way Use Fee. In addition to the Infrastructure Use Fee and the Conduit Fee, Licensee voluntarily agrees to waive any claim that it is not obligated to pay for the rights and privileges granted herein including without limitation Licensee's right to attach Licensee's Facilities to Municipal Facilities in the Right-of-Way and shall compensate City for such use by providing the City a five percent (5%) annual revenue-sharing fee or

Five Hundred Dollars (\$500.00) per Licensee Facility per year, whichever is greater ("Right-of-Way Use Fee"). Licensee has voluntarily and knowingly waived all of its rights whatsoever to challenge the Right-of-Way Use Fee contained herein and will abide by this and all other terms of the Agreement.

- e. **Payment Terms and Audit.** Licensee shall pre-pay the deposits specified in subsection (a) above; fees not paid in advance must be paid before any permit is issued, including Infrastructure Use Fees. Fees in connection with subsection (b) shall be made quarterly within ten (10) days after the beginning of each quarter in advance commencing on January 1, 2013. Additionally, payments anticipated for the Right-of-Way Use Fee specified in subsection (d) above, shall also be pre-paid through the end of 2012. However, after January 1, 2013, the Right-of-Way Use Fee specified in subsection (d), above, shall be computed and paid quarterly in arrears ("Quarterly Payment"). Each Quarterly Payment shall be calculated for the calendar quarter ending March 31, June 30, September 30, and December 31, and such Quarterly Payments shall be due and payable no later than thirty (30) days after said dates. For the period from issuance of necessary permits through the end of 2012, any additional funds owing based upon the "whichever is greater" provision in subsection (c) above, shall be paid with the March 31 Quarterly Payment. Any annual fees shall be pro-rated for the calendar year. Licensee shall maintain accurate books of account employing Generally Accepted Accounting Principles or International Financial Reporting Standards at its principal office in Milpitas, California, or another location of its choosing within California that is no farther distant from the City as is Milpitas, California, for the purpose of determining the amounts due to City under this Agreement. City, or a consultant acting on behalf of City, shall be permitted to inspect Licensee's books of account relative to City at any time during regular business hours on ten (10) business days' prior written notice and may audit the books from time to time, at City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under this Agreement. In the event that the City discovers that Licensee's payments are in error in an amount greater than two percent (2%) of that which is due to City under this Agreement, all costs including, without limitation, travel related expenses to the audit shall be borne and reimbursed by Licensee in addition to the amount due the City under this Agreement. No acceptance of any payment to the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable or for the performance on any other obligation under this Agreement. The City agrees that it and its consultants shall hold in confidence any nonpublic information it obtains from Licensee to the maximum extent permitted by law.
- f. **Minimum Annual Fee Adjustment.** The Infrastructure Use Fee and Conduit Fee will be adjusted annually on the anniversary of the Commencement Date by the percentage increase in the most recently published Consumer Price Index - All Urban Consumers for the San Francisco-Oakland-San Jose Metropolitan Statistical Area -- over the rate in effect on the Commencement Date of the prior year. But in any event, regardless of the CPI increase, this increase shall not be less than three percent (3%) above the prior year's fee.

- g. Delinquent Payment. If Licensee fails to pay any amounts due under this Section 6 within thirty (30) calendar days from the specified due date, Licensee must pay, in addition to the unpaid fees, a sum of money equal to one-twelfth (1/12) the maximum annual rate of interest permitted by law for each month or fraction thereof during which the payment is due and unpaid. If Licensee fails to pay any amounts due under this Section 6 within ninety (90) calendar days from written notice of delinquency, the City may Terminate this Agreement pursuant to Section 34 and Licensee shall within one-hundred eighty (180) calendar days after Termination remove its Equipment and facilities from within the City and restore all areas disturbed by Licensee's Facilities to their pre-installation condition, normal wear and tear excepted. Licensee assumes all risk of loss and responsibility for payments regardless of whether delinquent.
- h. Services to City. In consideration of the approval of this Agreement and the issuance of any permits pursuant thereto, Licensee agrees that, at all times during the Term of this Agreement, including during any renewal terms, it shall provide and maintain at no installation, maintenance, repair or data transmission speed limitation or fee a total of two (2) strands of single mode dark fiber owned by Licensee in the City (hereinafter, the "City Net") for the City's exclusive use in operating a noncommercial, City owned communications network or for any other noncommercial City data network or communications function. The fiber optic transmission equipment connected to the City Net shall be the sole responsibility of the City. The Parties shall meet in good faith from time to time to determine and effectuate City Net fiber drop-off points and interconnection arrangements, however, City understands that the fiber available to City under this Agreement will only follow Licensee's planned fiber routes, and any additions or laterals must be installed at City's expense.
- i. Payment Location. Licensee agrees to make checks payable to the City of Antioch and to deliver them to:

City of Antioch
Attention: Finance Department
P.O. Box 5007
Antioch, CA 94531-5007
- j. Each check shall bear on the face thereof the following City Account Number:
_____.
- k. The City reserves the right to change the place and time of payment, and the City Account Number at any time upon 60 days written notice pursuant to Section 33.

Section 7. Assignment or Transfer of Authorization.

- a. This Agreement shall not be assigned by Licensee without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. In determining whether the City shall give consent, it shall evaluate (i) certified financial information demonstrating that such assignee will have a financial strength after the proposed transfer to independently meet all of the financial obligations of this Agreement; (ii) a legally sufficient writing stating that such assignee assumes all of

Licensee's obligations hereunder; (iii) a legally sufficient writing stating that the corporate parent of the assignee guarantees the performance obligations of the assignee; and (iv) the experience and technical qualifications of the proposed assignee, either alone or together with Licensee's management team, in the provision of telecommunications or similar services, evidences an ability to operate the Licensee Network.

- b. The following transactions require prior written City consent, which consent shall not be unreasonably withheld, conditioned, or delayed:
 1. The sale, transfer, lease, assignment, or other disposition of this Agreement, in whole or in part, whether voluntary or involuntary; provided, however, that such consent is not required for transactions specifically referenced in subsection (c) of this Section 7; and
 2. Any merger, consolidation, reorganization, business combination, or other transaction wherein or whereby greater than fifty percent (50%) or more of the ownership interests of Licensee, or any parent company of Licensee, will be affected and control of Licensee will change or be subject to change. As used herein, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of licensee. A duly executed copy of any written instrument evidencing the closing and consummation of any such transaction must be filed in the Office of the City Clerk of City.
 3. Licensors acknowledge that Licensee is in the process of being sold to Crown Castle International Corp and consents to that acquisition as part of this Agreement.
- c. Notwithstanding the foregoing, the transfer of the rights and obligations of Licensee to a parent, subsidiary, or other affiliate of Licensee or to any successor in interest or entity acquiring greater than fifty percent (50%) of Licensee's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that Licensee reasonably demonstrates to the City's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"):
 - i. certified financial information demonstrating that such transferee will have a financial strength after the proposed transfer to independently meet all of the financial obligations of this Agreement; and
 - ii. a legally sufficient writing stating that such transferee assumes all of Licensee's obligations hereunder; and
 - iii. a legally sufficient writing stating that the corporate parent of the transferee guarantees the performance obligations of the transferee; and
 - iv. the experience and technical qualifications of the proposed transferee, either alone or together with Licensee's management team, in the provision of telecommunications or similar services, evidences an ability to operate the Licensee Network.
- d. Licensee shall give at least sixty (60) calendar days prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer and shall set forth

with specificity in such Exempted Transfer Notice the reasons why Licensee believes the Exempted Transfer Criteria have been satisfied. The City shall have a period of sixty (60) calendar days (the "Exempted Transfer Evaluation Period") from the date that Licensee gives the City its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the City has received from Licensee any and all additional information the City may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the City gives Licensee notice in writing of the additional information the City requires within thirty (30) calendar days after the City's receipt of the original Exempted Transfer Notice. If the City fails to act upon Licensee's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the City that Licensee has in fact established compliance with the Exempted Transfer Criteria to the City's satisfaction.

- e. The City and Licensee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Agreement, Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).
- f. Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Licensee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to City, shall be the exclusive property of City, and shall not constitute property of Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting City's property under the preceding sentence not paid or delivered to City shall be held in trust for the benefit of City and be promptly paid to City.

Section 8. Responsibility of Licensee/Maintenance/Graffiti Abatement.

- a. The Licensee, on the Licensee's own behalf and on behalf of any successor or assign, hereby acknowledges and assumes all responsibility, financial or otherwise, for the permitted use of the Public Rights-of-Way property and City Municipal Facilities and the planning, design, installation, construction, maintenance, repair, operation and removal of the Licensee's Facilities, which shall be undertaken without risk or liability on the part of the City. All of Licensee's construction, installation, removal, repair and maintenance work including such work on the City Net (to the extent that the City Net is part of Licensee's fiber and not part of a separate, City-installed segment) shall be performed at

Licensee's sole cost and expense in accordance with applicable law, using generally accepted construction standards. Licensee shall ensure that Licensee's Facilities are maintained in a clean and safe condition, in good repair and free of any defects. Licensee shall employ reasonable care at all times in installing and maintaining Licensee's Facilities and will install and maintain in use commonly accepted methods and/or devices to reduce the likelihood of damage, injury or nuisance to the public. The construction, operation, and maintenance of Licensee's Facilities shall be performed by Licensee's experienced and properly trained personnel. Where required by Law, Licensee's installation, maintenance and construction personnel shall be appropriated licensed.

- b. Licensee shall maintain all of Licensee's facilities free from all graffiti and damage caused by vandalism, accidents, and all other causes. Licensee's service personnel shall be responsible for maintaining or notifying the appropriate Licensee personnel of the needed maintenance. Said graffiti removal, repair, and required maintenance shall be completed by Licensee within two (2) business days of first being reported to it by City.

Section 9. Maintenance/Removal.

- a. Licensee shall, at its sole expense, protect, support, temporarily disconnect, relocate, modify or remove all or any portion of Licensee's Facilities at the time and in the manner required by the City for any governmental purpose. Licensee shall post with the City performance security for the removal of Licensee Equipment by the City in the event Licensee does not perform removal. Except in an emergency, the City shall give written notice pursuant to Section 33 describing where the work is to be performed at least thirty (30) calendar days before the date the work is to be performed. Should the public health, safety or welfare require that the City undertake immediate maintenance, repair or other action, Licensee shall take the measures required under this Section 9 within 72 hours of receiving notice from the City.
- b. Licensee shall be required to obtain an Encroachment Permit from the City's Engineering Division for maintenance and repair. Licensee shall inform the City's Engineering Division 48 hours in advance of any work Licensee will be conducting on its Facilities. City may require Licensee to submit traffic control plans in accordance with established City standards and requirements.
- c. If Licensee does not protect, temporarily disconnect, relocate, or remove Licensee's Facilities within the time period specified above, City may remove the Equipment, facilities, and property and charge Licensee for the cost of removal and storage without further notice to Licensee or City may choose to foreclose on the performance security posted to secure the removal of Licensee Facilities. Alternatively, upon Licensee's request, City in its sole discretion may approve the abandonment of Licensee's Facilities in place. Upon approval, Licensee shall execute, acknowledge and deliver any necessary documents to transfer ownership of Licensee's Facilities to City for consideration by the City to allow the abandonment in place. In the event that the Licensee fails to execute, acknowledge and deliver any necessary documents to transfer ownership of Licensee's Facilities to City within sixty (60) days of City's approval, this Section shall automatically operate and serve as the substitute necessary documents to transfer

ownership of Licensee's Facilities to the City. In an emergency, where the City determines there is an imminent danger to the public health, safety or property, the City may take the measures required by Licensee under this Section 9 without prior notice to Licensee; however, the City will make reasonable efforts to provide prior notice.

- d. If Licensee desires to relocate any Facilities from one Municipal Facility to another, Licensee must submit an application for a new Facility. City will use reasonable efforts to accommodate Licensee by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.
- e. If the Facilities at any or all locations are no longer needed or become obsolete, Licensee, at its sole cost and expense, will, at City's direction, remove and recycle the Facilities. If Licensee fails to remove the Facilities, City may choose to foreclose on the performance security for their removal and restoration of Licensor's property, and also for storage of the removed Facilities at Licensee's sole cost, expense, and risk. For Facilities removed by Licensor pursuant to this subsection, Facilities not recovered by Licensee within thirty (30) days after storage shall be for all purposes considered to be abandoned by Licensee.

Section 10. Change in Equipment. If Licensee proposes to install Equipment, which is different in any material way from the specifications or design configurations attached hereto as Exhibit A, then Licensee shall first obtain the approval for the use and installation of the Equipment from the City. In addition to any other submittal requirements, at City's request, Licensee shall provide "load" calculations for all Streetlight Poles it intends to install in the Public Rights-of-Way, notwithstanding original installation or by way of equipment type changes. The City may approve or disapprove of the use of the different equipment from the specifications set forth in Exhibit A and such approval shall not be unreasonably withheld. The approval process would include review by the Planning, Engineering and Building Divisions. An administrative plot plan application and plan check would be required. The plan check could be in conjunction with the encroachment permit process.

Section 11. Damage to City Property. Licensee shall promptly, within thirty (30) calendar days notice, repair or refinish to a safe and satisfactory condition as determined by the City's Engineer, at Licensee's sole cost and expense, any surface or other portion of the Public Rights-of-Way property or City Municipal Facilities that is disturbed or damaged during the construction, installation, maintenance, operation, relocation, and/or removal of Licensee's Facilities. Without limiting any other available remedies, if Licensee fails to repair or refinish such damage, City may, in its sole discretion, but without any obligation to do so, and without further notice to Licensee, repair or refinish the disturbance or damage and Licensee shall reimburse City all costs and expenses incurred in the repair or refinishing.

Section 12. Relocation of Facilities by City. Licensee understands and acknowledges that City may require Licensee to relocate one or more of its Licensee Facility and Equipment installations. Licensee shall at City's direction relocate such Licensee Facility and Equipment at Licensee's sole cost and expense, whenever City determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Licensee Facility or Equipment is interfering with

or adversely affecting proper operation of City owned Streetlight Poles, traffic signals, communications, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, City shall use its best efforts to afford Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Licensee Facility and Equipment as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, City shall be entitled to relocate the Licensee Facility and Equipment at Licensee's sole cost and expense upon notice to Licensee. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform Licensee of the displacement or removal of any Streetlight Pole or other Municipal Facility on which any Licensee Facility and Equipment is located. Nothing in this Section is intended to act as a waiver of available funds through "Rule 20" or similar proceedings, to the extent that such funds are being provided to other utilities in an equivalent manner.

Section 13. Licensee to Bear All Costs. Licensee, or any successor or authorized assign, shall bear all costs incurred in connection with the planning, design, installation, construction, maintenance, repair, operation, modification, disconnection, relocation and removal of Licensee's Facilities and restoration of Licensor's property. The Licensee shall be responsible and must bear all costs of any movement to, damage to or repair of Licensee's Facilities due to any reason including without limitation streetlight pole knock-downs, repair, maintenance and/or failure/collapse of any existing gas, water and sewer lines or any other improvements or works approximate to Licensee's Facilities. Licensee agrees to bear this cost regardless of whether or not such damage may be directly or indirectly attributable to the installation, operation, maintenance, repair or upgrade work on Licensee's Facilities, unless a court of competent jurisdiction determines that the damage results from the gross negligence or willful misconduct of the City, its officers, agents or employees. These costs include electrical utility charges to the applicable utility company based upon Licensee's Facilities usage of electricity and applicable tariffs.

Section 14. Undergrounding. Licensee has been advised and understands that the utilities in the area of Licensee's planned facilities are subject to existing and future undergrounding requirements. In the event of an undergrounding project, Licensee and City agree to cooperate with each other in order to relocate or replace Licensee's Facilities in such a way so that Licensee may continue to operate its network for the Term of this Agreement, however under no circumstance shall City be required to bear the cost of any such relocation or undergrounding of Licensee's Facilities. Notwithstanding the foregoing, nothing in this Agreement is intended to act as a waiver of any available cost-sharing fees under related Rule 20 funds, inasmuch as they are provided to other utilities in an equivalent manner consistent with Public Utilities Code §7901.1(b), et seq.

Section 15. Future Rules or Orders. The Licensee, or any successor or authorized assign, shall abide by any agreements, rules, regulations, orders, or directives governing the use of the Public Rights-of-Way property or City Municipal Facilities as the City may find necessary and appropriate in executing its responsibilities for public right-of-way management and wireless site regulation.

Section 16. Licensee to Submit Acceptable Plans. Prior to the Commencement Date and prior to construction and installation of Licensee's Facilities, Licensee shall, at its sole cost and expense, prepare and submit, together with payment of all related fees, any and all reasonable, accurate

and detailed plans and specifications required by the City's Engineer, which shall include detailed paper and/or electronic maps showing the planned construction, the size and the location and number, and any other details regarding the placement of appurtenant above-ground equipment to be located in the Public Rights-of-Way and on City Municipal Facilities or existing third-party infrastructure. The City's Engineer shall be authorized to review the plans and specifications and to impose such requirements as are necessary to protect the public health and safety and to minimize any negative impact on aesthetics in the case of the above-ground improvements. The City's Engineer shall be authorized to require an alternate location for the Licensee's Facilities on Streetlight Poles or comparable facilities to avoid conflict with public safety as well as other permitted uses in or future public needs of the Public Rights-of-Way identified in this Agreement. Licensee shall, at its sole cost and expense, submit traffic control plans for approval by the City's Engineer. The City reserves the right to inspect the installation and maintenance of Licensee's Facilities at any time. Licensee shall pay all plan check, inspection and other related fees prior to the issuance of any permit for the installation and construction of Licensee's Facilities. All work within the Public Rights-of-Way and Municipal Facilities or existing third party infrastructure shall be performed in strict compliance with plans and permits approved by the City's Engineer.

Section 17. Licensee to Secure Approval and Permits; Early Termination.

- a. In addition to obtaining and maintaining the permits, Licensee understands and agrees that Licensee's ability to use the Public Rights-of-Way and Municipal Facilities and any third-party infrastructure for the purposes contemplated by this Agreement is dependent upon Licensee obtaining and maintaining all of the certificates, permits and other approvals which may be required from other federal, state or local authorities, and any easements which are required from any third parties. City shall cooperate with Licensee in its efforts to obtain such approvals and/or easements, as may be required for Licensee's Facilities as approved in the permits.
- b. If (i) any application and/or negotiations by Licensee for any required certificate, permit, license, easement, approval, policy of title insurance, or agreement is finally denied, rejected and/or terminated, (ii) any such certificate, permit, license, easement, approval or agreement is canceled, expires, lapses or is otherwise withdrawn or terminated, (iii) any Hazardous Materials are discovered or otherwise become located on the Public Rights-of-Way and Municipal Facilities, other than as a direct result of Licensee's activities, or (iv) due to technological changes, Licensee determines that it is no longer practical to use the Public Rights-of-Way and Municipal Facilities for Licensee's intended purposes, then Licensee shall have the right to terminate this Agreement, which termination shall be effective no sooner thirty (30) days from delivery of written notice from Licensee to City provided Licensee has removed Licensee's Facilities from the Public Rights-of-Way and Municipal Facilities by that time.

Section 18. As Built Drawings to be provided by Licensee. The Licensee shall provide as-built drawings, in any format acceptable to the City's Engineer, detailing the location of Licensee's Facilities installed pursuant to this Agreement within sixty (60) calendar days after Licensee's Facilities are installed.

Section 19. Liability Insurance.

- a. Licensee shall obtain and maintain for the duration of this Agreement and any amendments hereto, adequate insurance against claims for injuries to persons or damage to property which in any way relate to, arise out of or are connected to the use of the Public Rights-of-Way and Municipal Facilities by Licensee or to the construction, operation or repair of Licensee's Facilities by Licensee or Licensee's agents, representatives, employees or contractors. All insurance companies affording coverage to the Licensee shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California and must have a current Best's Key Rating of not less than "A:-VII".
- b. Licensee shall maintain the types of coverage and minimum limits indicated below, unless the City Attorney with the approval of the City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Licensee's indemnification obligations under this Agreement. The City, its officers, agents, employees, and volunteers make no representation whatsoever that the limits of the insurance specified to be carried by Licensee pursuant to this Agreement are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage, as Licensee deems adequate, at Licensee's sole expense.
- c. Commercial General Liability insurance. To protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Licensee or any contractor, sub-contractor or any other person or entity acting for the Licensee or under its control or direction. Such insurance shall be maintained in full force and effect throughout the Term of this Agreement and any extension thereof with a per occurrence bodily injury limit of \$1,000,000 and a per occurrence property damage limit of \$500,000. If the submitted policies contain aggregate limits, the general aggregate will be twice the required per occurrence limit. Such coverage shall be increased no less than twenty percent (20%) upon each renewal of this Agreement.
- d. Automobile Liability. Licensee shall secure insurance which shall be maintained in full force and effect throughout the Term of this Agreement and any extension thereof of \$1,000,000 combined single-limit per accident for bodily injury and property damage. Such coverage shall be increased no less than twenty percent (20%) upon each renewal of this Agreement.
- e. Workers Compensation and Employer's Liability. Licensee shall secure insurance which shall be maintained in full force and effect throughout the Term of this Agreement and any extension thereof of Worker's Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury or the statutory minimum, whichever is greater. Such coverage shall be increased no less than twenty percent (20%) upon each renewal of this Agreement.

- f. Licensee is obligated to comply with the following requirements and will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, provisions providing for same where applicable:
1. The City of Antioch and its elected officials, officers, staff, contractors, and volunteers shall be named as additional insured on the Commercial General Liability and Automobile Liability policies and the coverage(s) provided shall be primary insurance and not contributing with any other insurance or self-insurance available to the City of Antioch, the Community Redevelopment Agency of the City of Antioch, the Antioch Community Services District, and their elected officials, officers, staff, contractors, and volunteers, under any third party liability policy or otherwise.
 2. Licensee will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.
 3. This insurance required herein is to be in full force and effect during the entire Term of this Agreement and any extensions of it and will not be canceled without thirty (30) day's prior written notice to City sent by certified mail pursuant to the Notice endorsements to City.
 4. The insurance policy waives any right of recovery the insurance company may have against the City.
 5. All deductibles or self-insured retentions must be stated on the certificates of insurance, which must be sent to and approved by the City. "Severability of interest" or "separation of insureds" clauses must be made a part of the Commercial General Liability and Commercial Automobile Liability policies.
 6. The certificate of insurance shall contain the policy number, name of insurance company, name and address of the agent or authorized representative, name and address of insured, project name, policy expiration date, and specific coverage amounts.
- g. Prior to City's execution of this Agreement and annually thereafter, Licensee will furnish certificates of insurance and endorsements to City. Thereafter, it shall be an affirmative duty of the Licensee to provide City with valid insurance certificates and endorsements on an annual basis prior to the expiration of any insurance required by this Agreement.
- h. City may require the revision of amounts and coverage at any time during the Term of this Agreement by giving Licensee 60 day's prior written notice. City's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Public Rights-of-Way and Municipal Facilities. Licensee also agrees to obtain any additional insurance required by City for new improvements, in order to meet the requirements of this Agreement.
- i. City reserves the right to require at anytime, complete and certified copies of any or all required insurance policies and endorsements.

- j. Failure to maintain any of the required insurance coverage's or proof thereof shall be deemed a material default of this Agreement.

Section 20. Performance Security for Installation and Removal/Demolition. Prior to construction of Licensee's Facilities, Licensee shall post with the City performance security in the form of a Letter of Credit issued by a reputable institution in the amount of Two Thousand Five Hundred Dollars (\$2,500) ("Performance Security") per attachment to each Municipal Facility substantially in a form acceptable to the City Attorney. This Performance Security shall remain in place for the Term of this Agreement. Any additional Licensee's Facilities shall require increasing the amount of the Performance Security at a rate of Two Thousand Five Hundred Dollars (\$2,500) per Licensee Facility. The City may require Licensee to increase the amount of the Performance Security if the City concludes that it is necessary to do so based upon the harm being caused by the Licensee to the Public Right-of-Way or Municipal Facilities. Licensee must provide a replacement Letter of Credit to restore the Performance Security to its original amount within 30 days after notice to City that any amount has been recovered from the Performance Security. Failure to restore the Performance Security to its full amount within 30 days will constitute a material breach of this Agreement.

Section 21. Accident Reports. Licensee shall, within forty-eight (48) hours after occurrence, report to City any accident causing property damage and report to City within one (1) hour after any injury to any person(s) resulting from any of Licensee's activities under this Agreement, including activities performed by any of Licensee's contractors or agents. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

Section 22. Indemnification of City.

- a. Licensee shall waive all claims against City for any damages to the personal property and equipment of Licensee or City in, upon or about the Public Rights-of-Way and Municipal Facilities and for injuries to any employees of Licensee or their agents in, upon, or about the Public Rights-of-Way and Municipal Facilities from any cause arising at any time, unless a court of competent jurisdiction determines that the damages and/or injuries arise out of the City's negligence or willful misconduct. In addition, Licensee will fully indemnify, hold harmless, and faithfully defend, the City, including its elected and appointed officials, officers, employees, contractors and agents ("Indemnified Parties"), from any damage or injury to any person, or any property, arising from the use of the Public Rights-of-Way and Municipal Facilities by Licensee or Licensee's officers, employees, contractors, or agents, or from the failure of Licensee to keep Licensee's Facilities and equipment in good condition and repair, as provided for in this Agreement.
- b. Licensee's indemnification shall indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses, expenses, including attorneys fees and legal costs, arising out of or resulting from the performance by Licensee of this Agreement whether resolution proceeds to judgment or not. Should a conflict arise, Licensee shall bear the cost of retaining independent counsel to represent the City, which counsel shall be chosen by the City.

- c. Licensee acknowledges and agrees that Licensee bears all risks of loss or damage of Licensee's Facilities and materials installed in the Public Rights-of-Way and on Municipal Facilities pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to damaged Licensee Facilities, including, without limitation, damage caused by the City's removal of Licensee's Facilities, except to the extent that a court of competent jurisdiction determines that such loss or damage was solely caused by the willful misconduct of the City, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors.

Section 23. Revocation of Authorization. If the Licensee fails to comply with any of the material terms and conditions of this Agreement and/or any applicable law, or if Licensee's CPCN to construct or maintain Licensee's Facilities in the City is revoked, terminated, surrendered or suspended, the City may revoke the authorization granted herein, subject to the terms and conditions stated in Section 34, "Termination".

Section 24. Terms and Conditions Specific to this Agreement. The terms and conditions of this Agreement shall apply solely to Licensee's Facilities and the Public Rights-of-Way and Municipal Facilities described in Exhibit A, or as otherwise formally approved by City, and shall not apply to, nor establish any precedent for, the conditions the City may impose upon Licensee in the event Licensee seeks to provide other telecommunications services or cable services to the public for hire within the City.

Section 25. Reservation of Rights. The rights granted by this Agreement are granted based upon representations by Licensee that its federal and state grants or certificates authorize construction and operation of activities in relation to this Agreement.

Section 26. Amendment of Agreement. This Agreement shall not be modified or amended except by a writing signed by authorized representatives of the Parties.

Section 29. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement, which are not fully expressed herein. Each party has relied on advice from its own attorneys, and the warranties, representations, and covenants of this Agreement itself. The terms and conditions of this Agreement shall bind and inure to the benefit of City and Licensee and, except as otherwise provided in this Agreement, their respective heirs, distributees, executors, administrators, successors, and assigns.

Section 30. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Agreement to retain the economic effect of the invalid or unenforceable provisions.

Section 31. Taxes.

- a. Licensee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Licensee or Licensee's Facilities, including, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Licensee or levied by reason of the business or other Licensee activities related to this Agreement, including any licenses or permits. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code Section 107.6 and agrees it is solely responsible for the payment of these taxes.
- b. Licensee shall be responsible for all utilities and any property taxes imposed as a result of the use of the Property by Licensee. Licensee specifically acknowledges that the grant of this license may subject Licensee to certain taxes under California Revenue and Taxation Code Section 107.6 and agrees it is solely responsible for the payment of these taxes.

Section 32. Non-exclusivity. Neither this Agreement nor the permits granted hereunder are exclusive. The City reserves the right to enter into any type of agreement with any other party or parties, including but not limited to, telecommunications and information services providers (hereinafter "Carriers") for use of the Public Rights-of-Way or Municipal Facilities.

Section 33. Notices. All notices under this Agreement shall be in writing and, unless otherwise provided for in this Agreement, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows:

To LICENSEE:

NextG Networks of California, Inc.
 Attention: Contracts Administration
 890 Tasman Drive
 Milpitas, CA 95035-7439

To LICENSOR:

City of Antioch
 Attention: City Manager

If by courier to: Third & "H" Streets 200 H Street Antioch, CA 94509	If by mail to: P.O. Box 5007 Antioch, CA 94531-5007
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with a true and complete copy of all correspondence to the Licensor to be simultaneously delivered to:

City of Antioch
 Attention: City Attorney

If by courier to:	If by mail to:
-------------------	----------------

AZ1

Third & "H" Streets
200 H Street
Antioch, CA 94509

P.O. Box 5007
Antioch, CA 94531-5007

All notices properly given as provided for in this section shall be deemed to be given on the date when sent. Either party may change its address by written notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur if (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three (3) working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

Section 34. Termination. This Agreement may be terminated by either party upon forty-five (45) calendar days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) calendar days of receipt of written notice of default (or, if such default is not curable within forty-five (45) calendar days, if the defaulting party fails to commence such cure within forty-five (45) calendar days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) calendar days from receipt of notice. Should Licensee use Licensee's Facilities for a purpose that requires additional City approvals that have not been obtained, City may terminate this Agreement in the manner authorized by this Section. In the event that Licensee's CPCN to construct or maintain Licensee's Facilities in the City is (a) revoked, (b) terminated, (c) surrendered, or (d) suspended for more than ninety (90) calendar days, the City may terminate this Agreement. Upon termination, Licensee shall within one-hundred eighty (180) calendar days after termination remove its Facility and Equipment from within the City and restore all areas disturbed by Licensee's Facilities to their pre-installation condition, normal wear and tear excepted. Except as expressly provided for herein, the rights granted under this Agreement are irrevocable during the Term of this Agreement, unless terminated in accordance with this Section.

Section 35. Most Favored Municipality Clause. If after the execution and delivery of this Agreement, Licensee enters into a license or agreement with another municipality in the San Francisco Bay Region and Oakland Metropolitan Statistical Areas, and which agreement contains services and/or financial benefits for such municipality which, taken as a whole and balanced with the other terms of this Agreement, are in City's reasonable judgment superior to those in this Agreement, City shall have the right to require Licensee to modify this Agreement to incorporate the same or substantially similar benefits by amendment to this Agreement. To effectuate the City terms review as provided herein, Licensee shall provide to City a true and complete copy of every license or agreement with another municipality in the San Francisco Bay Region and Oakland Metropolitan Statistical Areas within three (3) months after the execution of each such license or agreement.

Section 36. Other Regulations. All Licensee's use of the Public Rights-of-Way and Municipal Facilities under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules and regulations and

ordinances of the City of Antioch now in force or as amended, or hereinafter prescribed or promulgated by City resolution or ordinance or by State or Federal law.

Section 37. Related Actions. By the granting of this Agreement, neither City nor the City Council of the City is obligating itself to any other governmental agent, board, commission, or agency with regard to any discretionary action relating to the use of the Public Rights-of-Way and Municipal Facilities. Discretionary action includes, but is not limited to, permits, environmental clearances or any other governmental agency approvals, which may be required for the development and operation of Licensee's Facilities within the Public Rights-of-Way and Municipal Facilities.

Section 38. Use of the Public Rights-of-Way. Licensee acknowledges that the paramount use of Public Rights-of-Way Property or Municipal Facilities is for the public. Licensee agrees to coordinate use of the Public Rights-of-Way Property or Municipal Facilities with City so as not to conflict with City's programs and activities. Licensee bears all responsibilities and costs for compliance and non-compliance with all Laws in connection with its physical occupancy of the Public Rights-of-Way including without limitation the Americans with Disabilities Act of 1990 ("ADA"), including changes made by the ADA Amendments Act of 2008 (P.L. 110-325) and all future changes thereto.

Section 39. Authority to Enter into Agreement. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Licensee and the City. Notwithstanding the foregoing, Licensee understands that execution of this Agreement is subject to City Council approval. No City action shall be authorized prior to City Council approval.

Section 40. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

Section 41. Venue. This Agreement shall be governed under law of the State of California, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. Venue for any action brought hereunder shall be solely vested in the Superior Court of the State of California, in and for the County of Contra Costa. Licensee and City agree to be subject to in-personam and in-rem jurisdiction by the Court, and waive all available challenges to in-personam and in-rem jurisdiction by the Court including without limitation to forum non conveniens.

Section 42. Miscellaneous.

- a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and costs. With respect to any provision in this Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for comparable independent counsel prevailing in the City of Antioch, Contra Costa County, California.

- b. Payment of Sums during Breach. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Licensor.
- c. No Prior Understandings or Agreements. Licensor and Licensee agree that this Agreement is new, and does not replace, modify, or terminate any other existing or prior agreement between the parties.
- d. Binding Effect. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- e. Waivers. No provision of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.
- f. Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding between the parties regarding Licensee's Agreement of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by duly authorized representatives of both Parties.
- g. No Presumptions Regarding Preparation of Agreement. The Parties acknowledge and agree that each of the Parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the Parties has participated in the negotiation and drafting of this Agreement. Accordingly it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Agreement.
- h. Interpretations. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

- i. Headings. The headings in this Agreement are for convenience only and are not incorporated in any term herein.
- j. No Personal Liability of Officials and Employees of either Party. No elected official, officer, employee, agent, or volunteer of either Party shall be personally liable for any default or liability whatsoever under this Agreement, except in instances of criminal negligence.
- k. Public Document. Licensor is a municipal corporation under the laws of the State of California. Licensor and Licensee acknowledge that this Agreement is subject to public disclosure as specified by California Government Code § 6250 et seq. and is a “public record” within the meaning of California Government Code § 6252(e).
- l. No Assurances. Except as explicated provide for herein, the execution of this Agreement is completely unrelated to any and all City of Antioch planning process(es) and all other required municipal Agreements, permits, authorizations, and approvals whatsoever. Grant of this Agreement does not assure Licensee that it will be successful in whole or in part in securing any or all required City of Antioch permits, or any other required permits or authorizations. Licensee is solely responsible, at its sole expense, for securing any and all required governmental authorizations to construct and to operate the Licensee’s Facilities which shall be reviewed pursuant to prevailing City of Antioch requirements at that time.
- m. Any claim by Licensee against Licensor arising hereunder shall be subject to California Government Code § 800 *et seq*, and Chapter 13 of Title 3 of the Antioch Municipal Code.

IN WITNESS WHEREOF the Parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

LICENSEE: Crown Castle NG West Inc.

By: [Signature]
Title: VP DAS Network Real Estate

Signature: Robert L. DeBanan
Date: 19th June 2012

By: _____

Signature: _____

Title: _____

Date: _____

Approved as to Form
and Legal Sufficiency:
[Signature]
Signature/Initials
Date: 6 / 20 / 2012

LICENSOR:

City of Antioch, a Municipal Corporation

By: JAMES M. JAKEL

Signature: _____

Title: City Manager, City of Antioch

Date: _____

Approved as to Form:

By: LYNN TRACY NERLAND

Signature: _____

Title: City Attorney, City of Antioch

Date: _____

Attest:

By: DENISE SKAGGS _____

Signature: _____

City Clerk, City of Antioch

Date: _____

Exhibit A

Rev. 5

Note:

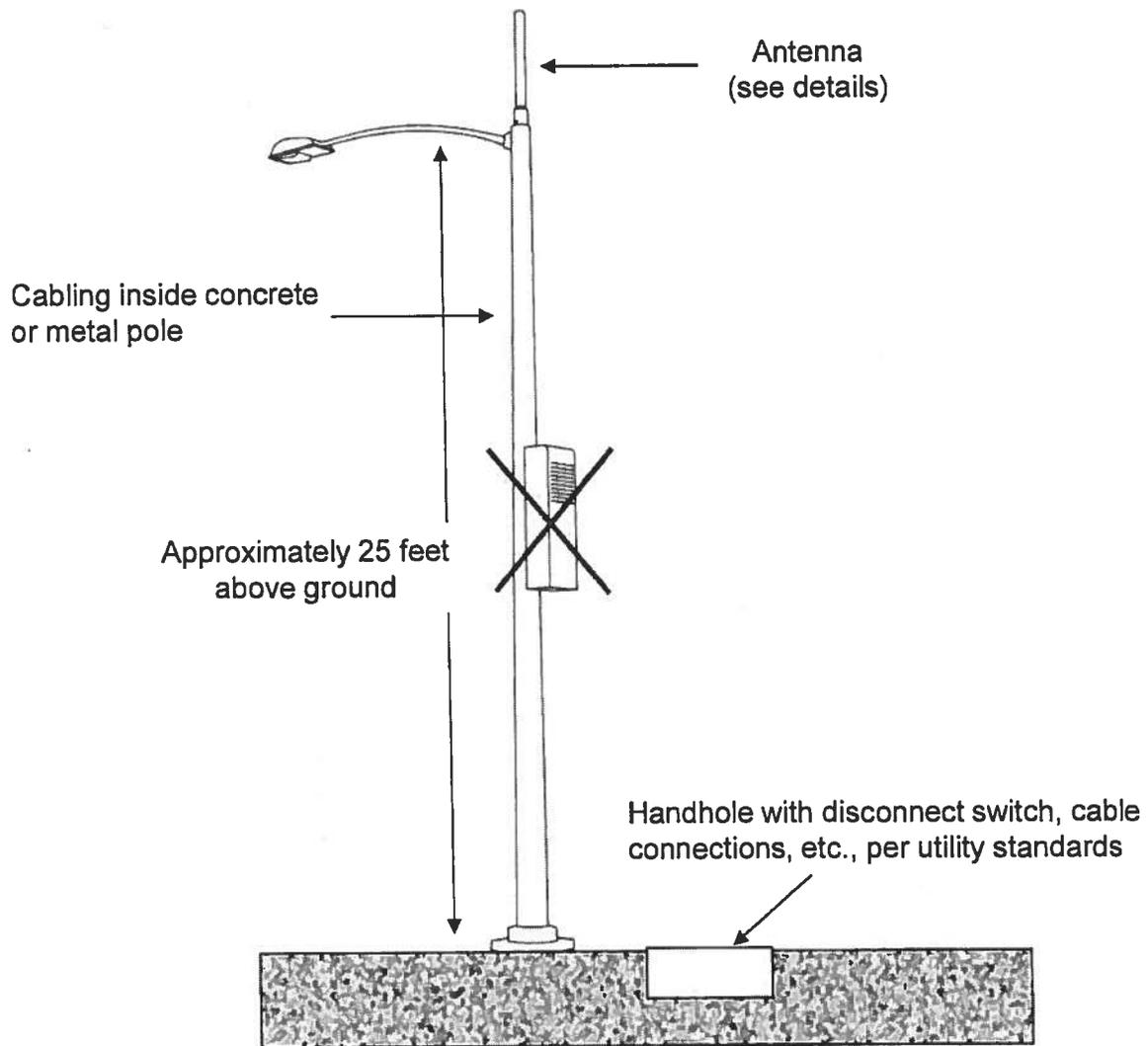
The following equipment configurations and attachment scenarios are intended to be representative in nature *except those items that are crossed out in this Exhibit A shall be omitted from this Exhibit A and shall not be installed as part of Licensee's Facilities that are subject to this Agreement.*

 (Licensee initial) (Licensor initial)

Actual installations may differ somewhat based upon various factors, including, but not limited to, the coverage and/or capacity objective, final equipment selection, field and pole conditions, existing pole attachments, utility construction standards, and future changes in technology, and are subject to City Approval on a case-by-case basis.



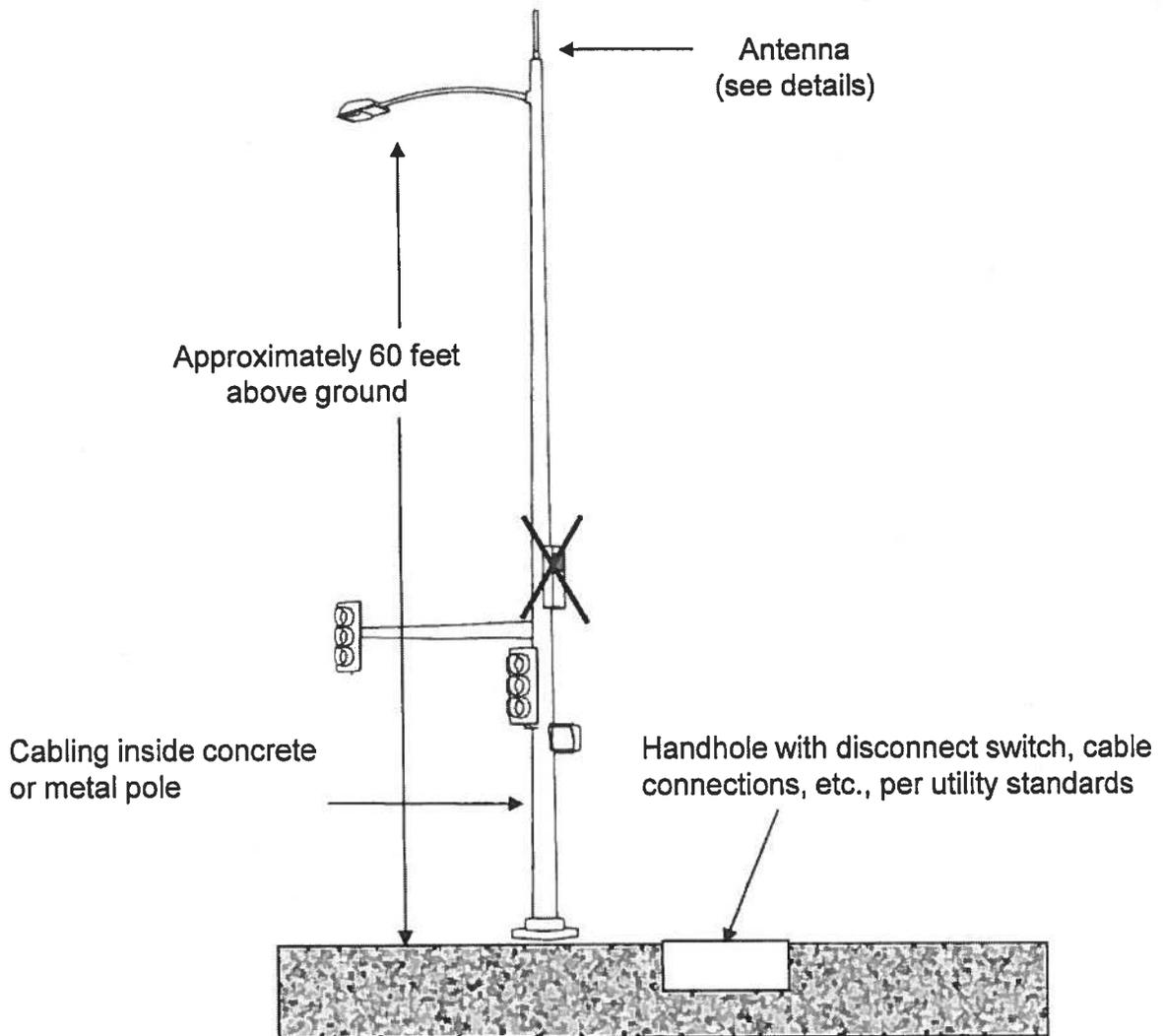
Street Light Pole



Scale approximate
Construction will meet national and local utility safety codes



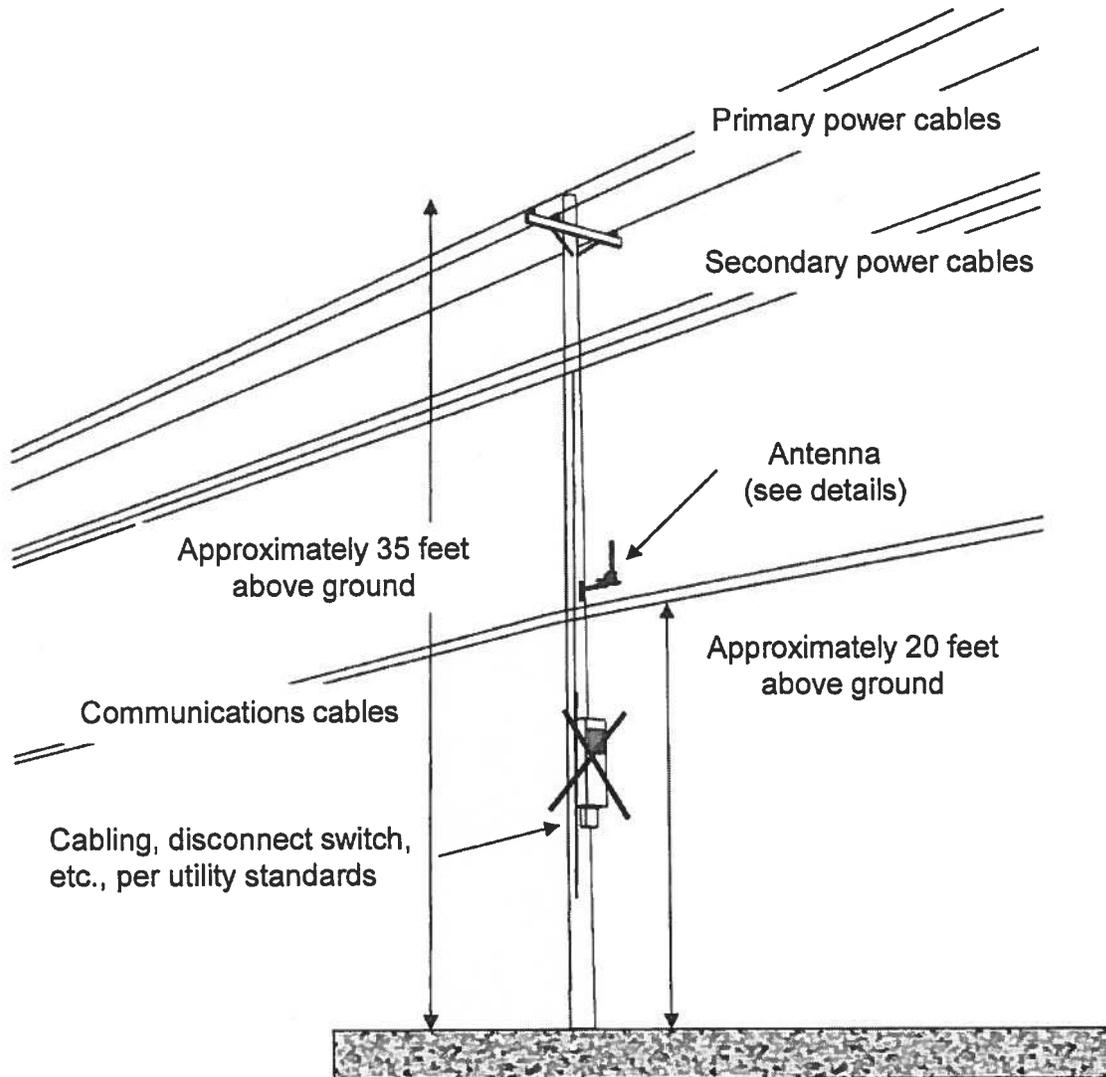
Traffic Light Pole



Scale approximate
Construction will meet national and local utility safety codes



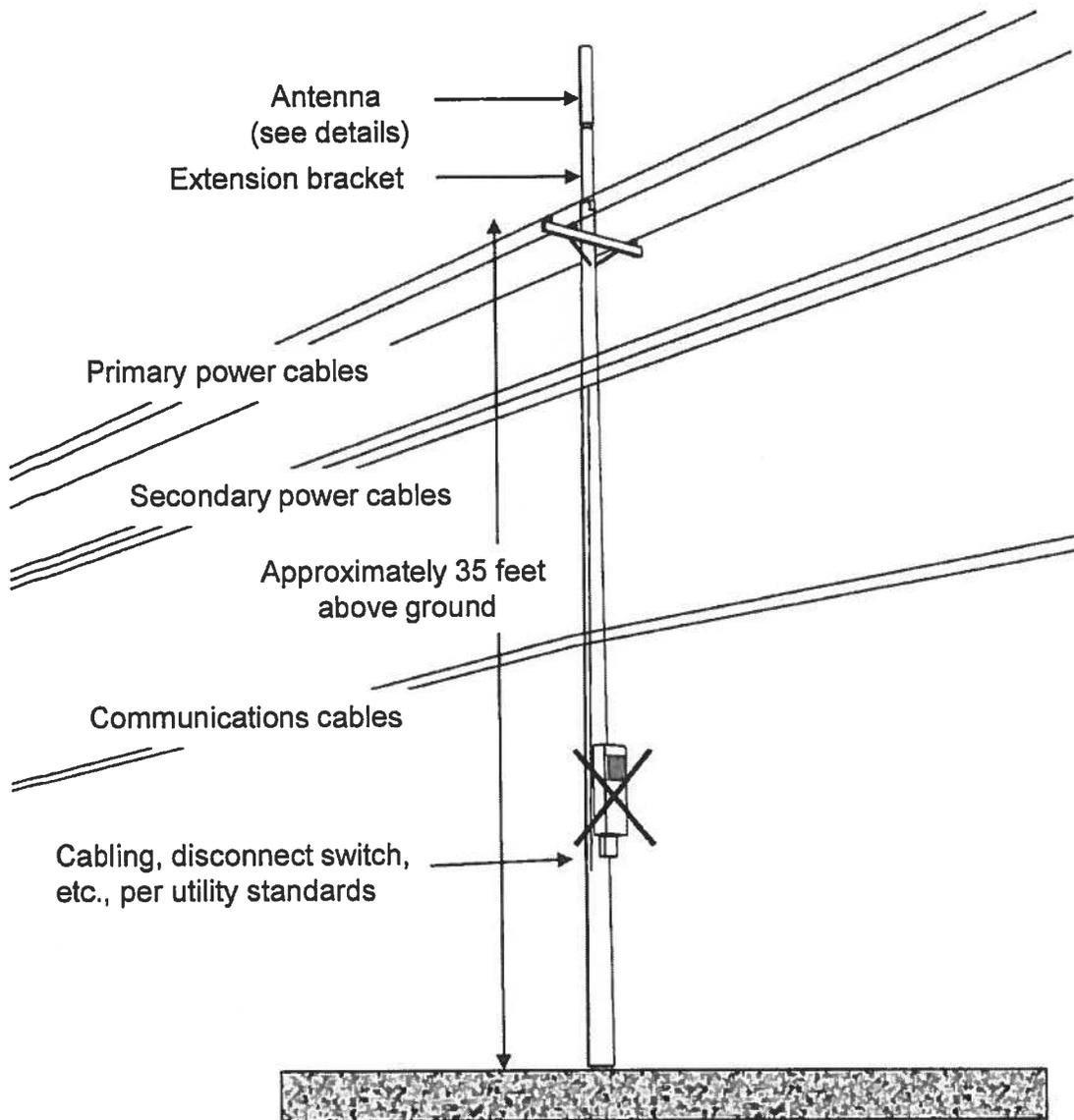
Wooden Power Pole: Antenna in Communications Space



Scale approximate
Construction will meet national and local utility safety codes



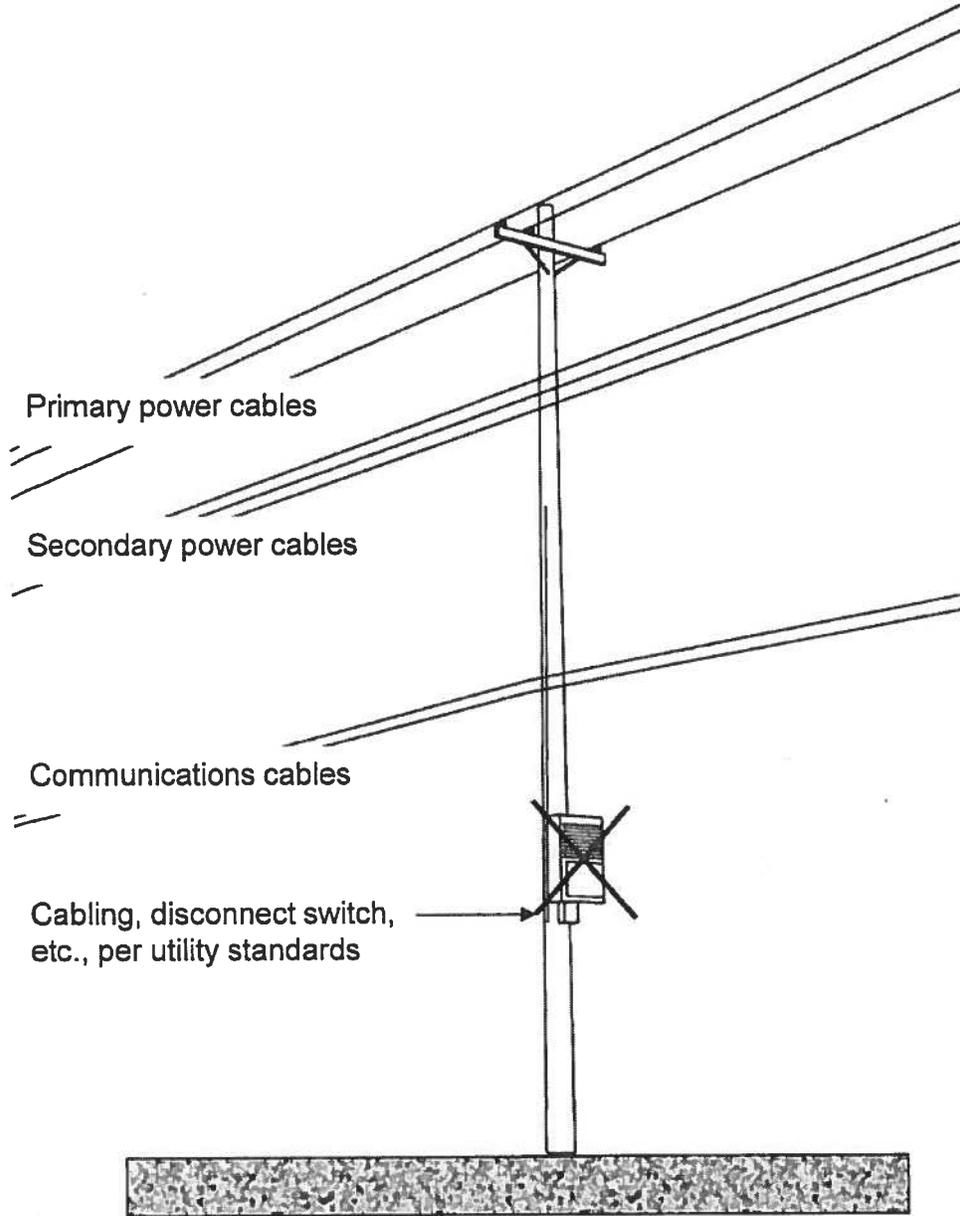
Wooden Power Pole: Poletop Antenna



Scale approximate
Construction will meet national and local utility safety codes



Wooden Power Pole: No Antenna



Primary power cables

Secondary power cables

Communications cables

Cabling, disconnect switch,
etc., per utility standards

Scale approximate
Construction will meet national and local utility safety codes



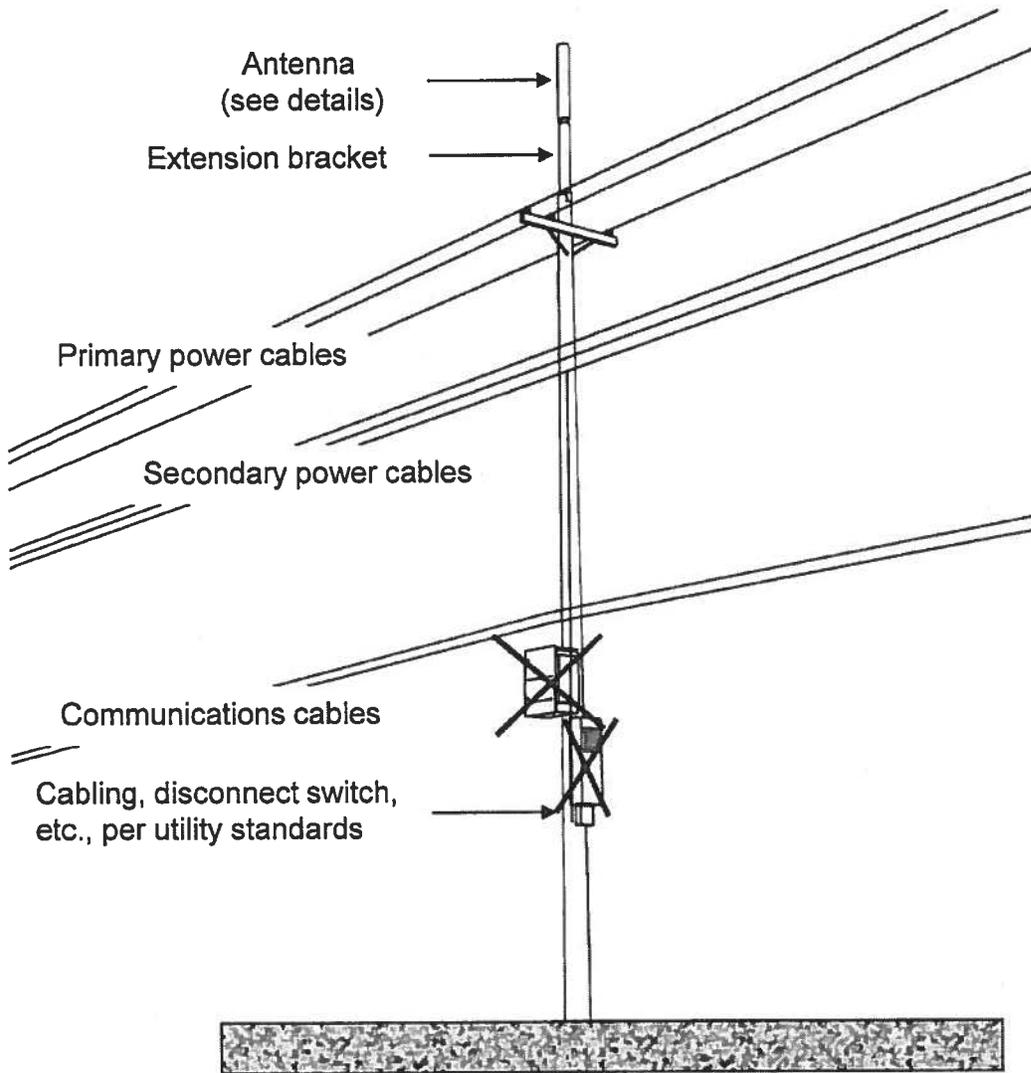
NextG Networks

Company Proprietary

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Wooden Power Pole: Poletop Antenna, Two Equipment Shrouds



Scale approximate
Construction will meet national and local utility safety codes



Poletop Antenna Designs

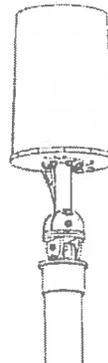
Engineering and design determined on a site-by-site basis,
some with extension bracket



Cylindrical-style antenna
24 to 50 inches high,
2 to 10 inches in diameter



Cylindrical-style antenna
48 to 72 inches high,
8 to 14 inches in diameter



Drum-style antenna
24 to 26 inches high,
16 to 20 inches in diameter

Scale approximate



NextG Networks

Company Proprietary

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Poletop Antenna Designs

Engineering and design determined on a site-by-site basis,
some with extension bracket

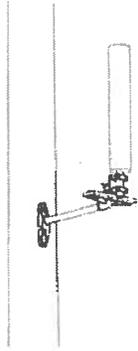


Omni (“whip”)-style antenna
48 to 72 inches high,
1 to 3 inches in diameter

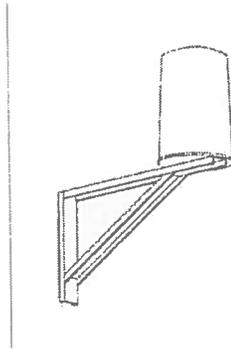


A35

Communications Space Antenna Designs



Cylindrical-style antenna
24 to 36 inches high,
2 to 14 inches in diameter



Drum-style antenna
24 to 26 inches high,
16 to 20 inches in diameter

Scale approximate



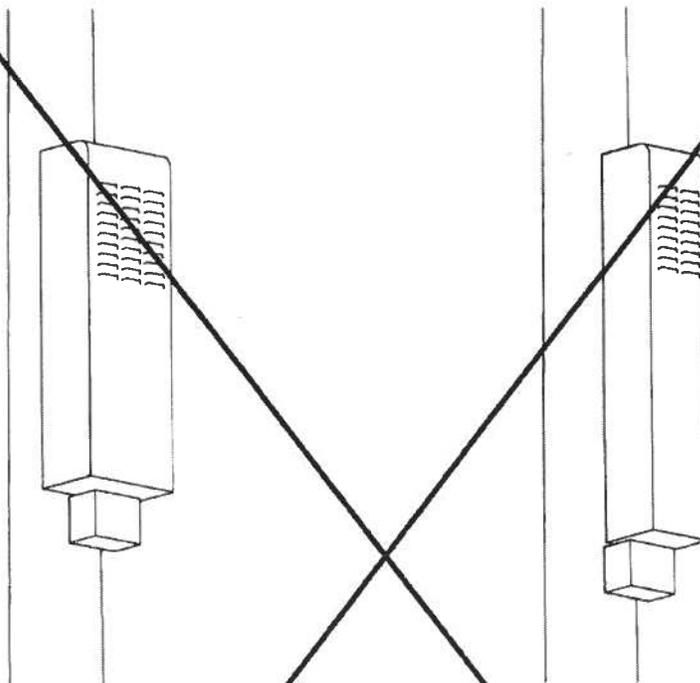
NextG Networks

Company Proprietary

Page 10, June 18, 2012

A36

Equipment Shroud Designs



Equipment Shroud
48 to 52 inches high,
12 to 24 inches wide,
10 to 15 inches deep

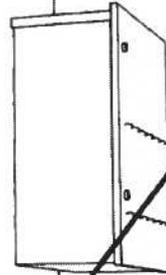
Equipment Shroud
48 to 70 inches high,
8 to 15 inches wide,
8 to 12 inches deep

Scale approximate.

Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.



Battery Backup Unit



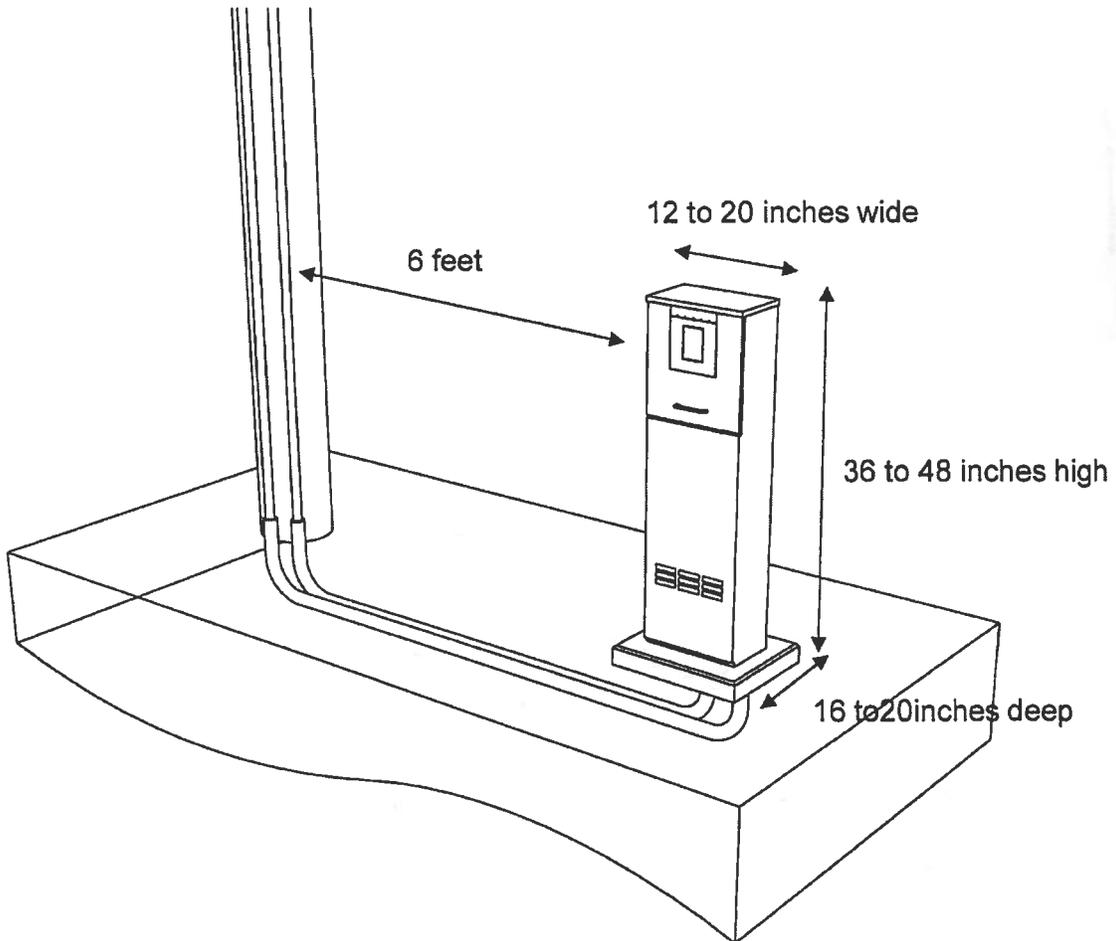
**Battery Backup Unit
36 to 70 inches high,
12 to 36 inches wide,
8 to 24 inches deep**

Scale approximate.

Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.



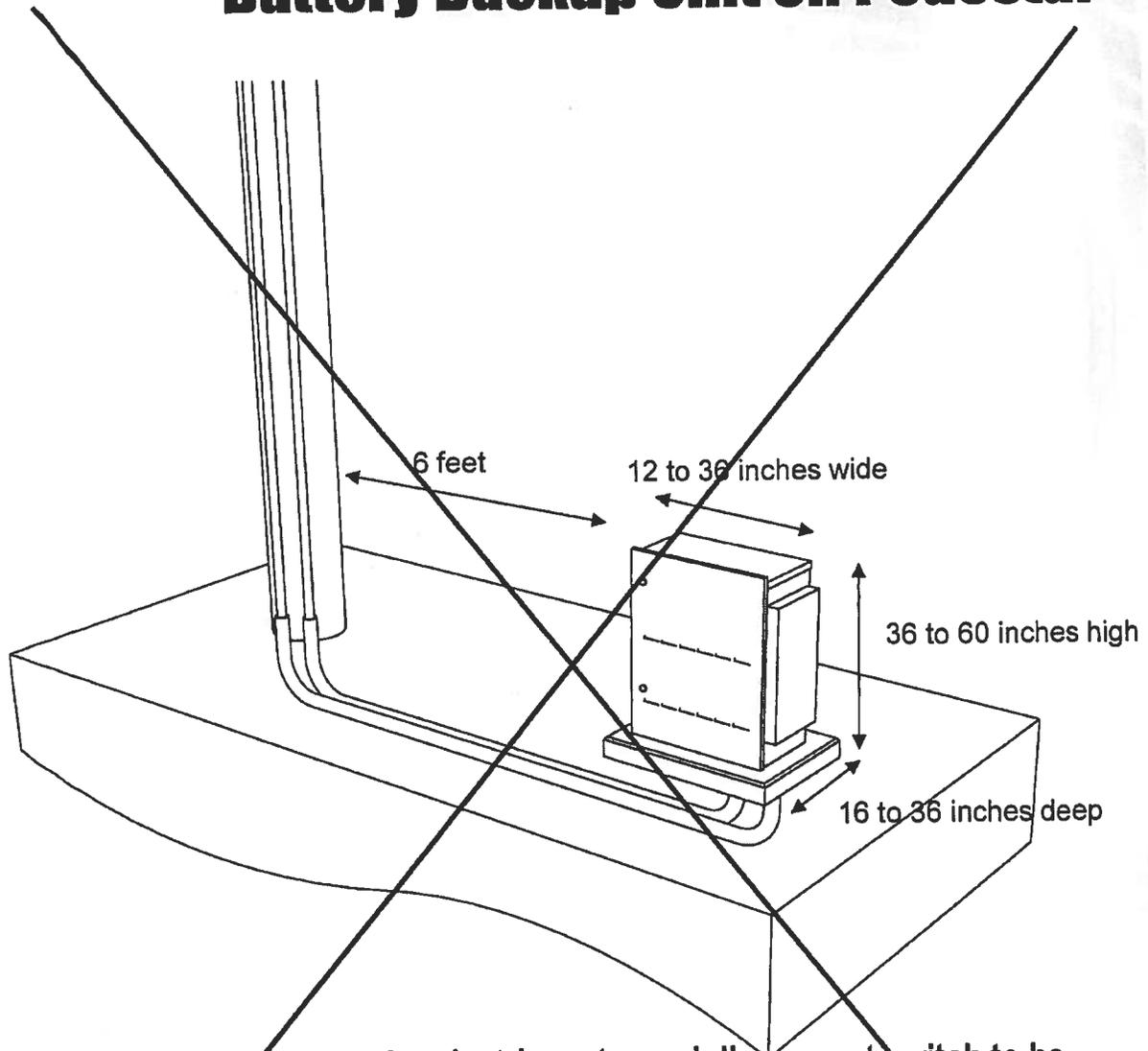
Equipment on Pedestal



Scale approximate & dimensions are typical.
Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.



Battery Backup Unit on Pedestal



Some sites may require electric meter and disconnect switch to be mounted on a separate pole rather than on pedestal.

Scale approximate & dimensions are typical.

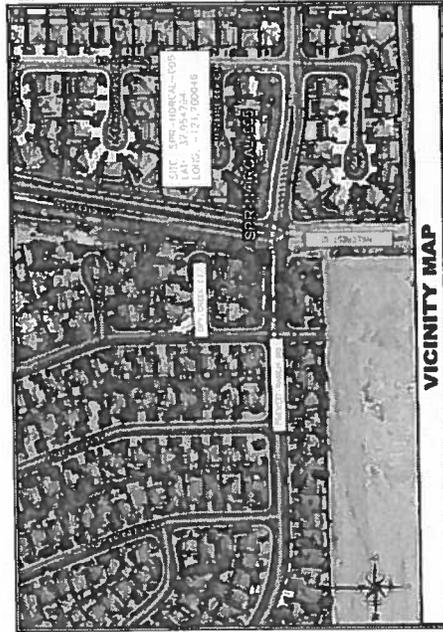
Mounting brackets, disconnect switch, electric meter (per utility standards), and associated attachments, such as channels, conduit, and grounding, to be constructed in accordance with national and local utility and safety codes.



Exhibit B



NextG Networks Inc.
ANTIOCH (SF74XB986)
SPR-NORCAL-005
PREWETT RANCH RD / HILLCREST AVE (NW CORNER)
ANTIOCH, CA. 94531



VICINITY MAP

Call Before you Dig!

 Keep what's below.
 Call before you dig.
 Call 811 Before you Dig!

NO.	DESCRIPTION	DATE
1	PRELIMINARY	
2	NO. 1 SHEET	
3	NO. 2 SHEET	
4	NO. 3 SHEET	

SHEET INDEX

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF UTILITIES AND STRUCTURES SHOWN ON THIS DRAWING BY FIELD SURVEY PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

GENERAL CONTRACTOR NOTES

PROJECT SCOPE

PROJECT DESCRIPTION

CODE COMPLIANCE	
1	STATE OF CALIFORNIA
2	LOCAL ORDINANCES
3	LOCAL ORDINANCES
4	LOCAL ORDINANCES
5	LOCAL ORDINANCES
6	LOCAL ORDINANCES
7	LOCAL ORDINANCES
8	LOCAL ORDINANCES
9	LOCAL ORDINANCES
10	LOCAL ORDINANCES

PROPERTY INFORMATION	
PROJECT NO.	14215
DATE	08/18/2010
PROJECT NAME	PREWETT RANCH RD / HILLCREST AVE (NW CORNER)
PROJECT ADDRESS	5110 SPRUILL AVE, HILLCREST, CA 94531
PROJECT CITY	ANTIOCH, CA 94531
PROJECT COUNTY	CONTRA COSTA
PROJECT ZIP	94531
PROJECT STATE	CA
PROJECT TYPE	UTILITY
PROJECT SCALE	1" = 10'
PROJECT DATE	08/18/2010
PROJECT TIME	10:00 AM
PROJECT DRAWN BY	J. B. BROWN
PROJECT CHECKED BY	J. B. BROWN
PROJECT APPROVED BY	J. B. BROWN
PROJECT DATE	08/18/2010

PROJECT SUMMARY	
PROJECT NO.	14215
DATE	08/18/2010
PROJECT NAME	PREWETT RANCH RD / HILLCREST AVE (NW CORNER)
PROJECT ADDRESS	5110 SPRUILL AVE, HILLCREST, CA 94531
PROJECT CITY	ANTIOCH, CA 94531
PROJECT COUNTY	CONTRA COSTA
PROJECT ZIP	94531
PROJECT STATE	CA
PROJECT TYPE	UTILITY
PROJECT SCALE	1" = 10'
PROJECT DATE	08/18/2010
PROJECT TIME	10:00 AM
PROJECT DRAWN BY	J. B. BROWN
PROJECT CHECKED BY	J. B. BROWN
PROJECT APPROVED BY	J. B. BROWN
PROJECT DATE	08/18/2010

NextG Networks of California, Inc. 1500 California St., 9th Floor Antioch, CA 94531	PROJECT NUMBER: 14215 PROJECT NAME: PREWETT RANCH RD / HILLCREST AVE (NW CORNER) ANTIOCH, CA 94531	DRAWING TITLE: 7/2/12 DRAWING DATE: 7/2/12 DRAWING NUMBER: 1 DRAWING SHEETS: 1 OF 4	NO. 1 SHEET NO. 2 SHEET NO. 3 SHEET NO. 4 SHEET	PREPARED BY: HP COMMUNICATIONS INC. 1500 California St., 9th Floor Antioch, CA 94531 PHONE: (925) 471-1811	NextG Networks of California, Inc. 1500 California St., 9th Floor Antioch, CA 94531	PROJECT NUMBER: 14215 PROJECT NAME: PREWETT RANCH RD / HILLCREST AVE (NW CORNER) ANTIOCH, CA 94531	DRAWING TITLE: 7/2/12 DRAWING DATE: 7/2/12 DRAWING NUMBER: 1 DRAWING SHEETS: 1 OF 4
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A47

PHAZAR™ WIRELESS ANTENNAS

1710 - 2155 MHz Omnidirectional Antenna

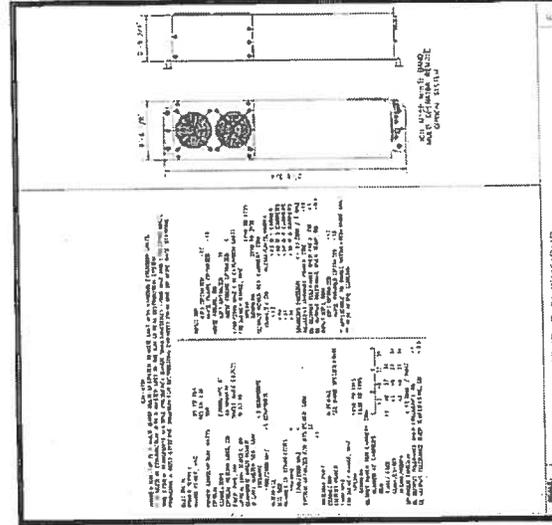
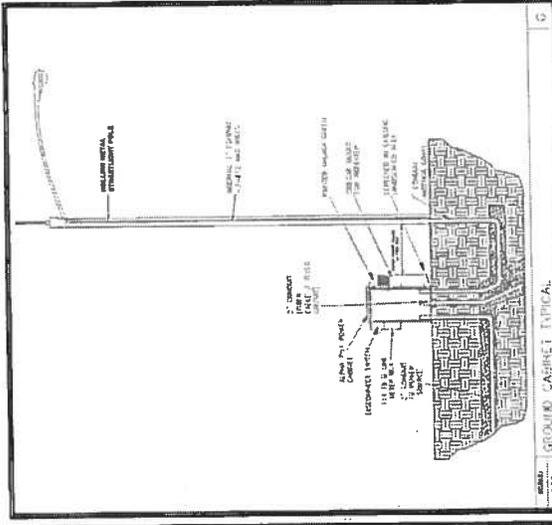
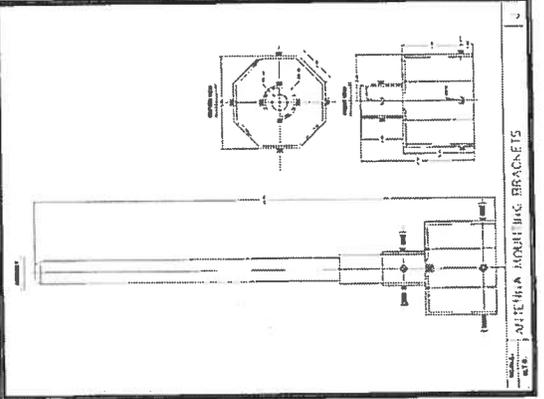
- Model AMS90-1710-2155
- Rugged, fiberglass radome
- Frequency coverage for entire AWS band

ELECTRICAL SPECIFICATIONS

Frequency	1710-2155 MHz
Bandwidth	1.71 MHz
Gain	7 dBd
Power	200 Watts
SWR	50 dBS
Beamwidth	10 +/- 1 Degree (nominal)
Return Loss	+/- 0.5 dB
Impedance	300 degrees
Mounting	2 and 4 degrees (1.2 and 1.4 for Flat Number)

MECHANICAL SPECIFICATIONS

Connector	Type N Female
Weight	Side mount clamps provided
Dimensions	36" x 2.0" O.D. / <10 lbs
Options	White Standard (Color Options Available)
Grounding	Direct Ground



ALPHA PN4 POWER SUPPLY CABINET

UTILITY POLE EQUIPMENT TYPICALS

GROUND HOUSING CABINET CONFIGURATION

MODEL: PN4
 WEIGHT: 15 LBS
 HEIGHT: 18 IN
 WIDTH: 12 IN
 DEPTH: 12 IN
 POWER: 1000 WATT
 VOLTAGE: 120 VAC
 FREQUENCY: 60 HZ
 TEMPERATURE: 0 TO 50 C
 HUMIDITY: 5% TO 95%
 CONSTRUCTION: ALUMINUM
 FINISH: POLYESTER
 MOUNTING: 1/2 IN DIA HOLES
 WEIGHT: 15 LBS
 HEIGHT: 18 IN
 WIDTH: 12 IN
 DEPTH: 12 IN

A45



NextG Networks Inc.
ANTIOCH (SF74XB986)
SPR-NORCAL-016
ANTIOCH, CA. 94531

PREWETT RANCH RD / ONEIDA WAY (NORTH SIDE)



VICINITY MAP

Call Before you Dig!



Know what's below.
 Call before you dig.
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SHEET INDEX

NO.	DESCRIPTION
1	FILE SHEET
2	UTILITY CODE / APPROVED POLE EQUIPMENT LISTINGS
3	UTILITY INTERFACES
4	UTILITY POLE EQUIPMENT LAYOUT

DO NOT SCALE DRAWINGS

THIS DRAWING IS THE PROPERTY OF NEXTG NETWORKS INC. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF NEXTG NETWORKS INC. IS STRICTLY PROHIBITED.

GENERAL CONTRACTOR NOTES

PROJECT SCOPE

INSTALLATION AND MAINTENANCE OF ALL UTILITY POLES AND EQUIPMENT ON THE NORTH SIDE OF PREWETT RANCH RD AND ONEIDA WAY, ANTIOCH, CA. 94531.

PROJECT DESCRIPTION

THE SCOPE OF WORK FOR THE INSTALLATION AND MAINTENANCE OF ALL UTILITY POLES AND EQUIPMENT ON THE NORTH SIDE OF PREWETT RANCH RD AND ONEIDA WAY, ANTIOCH, CA. 94531.

CODE COMPLIANCE

ALL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE CALIFORNIA COMMUNITY DEVELOPMENT CODE (CDC). THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.

• ALL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE CALIFORNIA COMMUNITY DEVELOPMENT CODE (CDC).
 • THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
 • ALL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE CALIFORNIA COMMUNITY DEVELOPMENT CODE (CDC).
 • THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.

PROPERTY INFORMATION

CLIENT: NEXTG NETWORKS INC.
 PROJECT: ANTIOCH (SF74XB986)
 ADDRESS: 37508176, 10000-12100-1600
 CITY: ANTIOCH, CA 94531
 COUNTY: CONTRA COSTA
 STATE: CA
 ZIP: 94531
 PROJECT NO: ANTIOCH-016-110-11
 DRAWING NO: ANTIOCH-016-110-11-01
 DATE: 11/11/11
 PROJECT TYPE: UTILITY POLE
 POLE TYPE: 48\"/>

PROJECT SUMMARY

PROJECT NO: ANTIOCH-016-110-11
 DRAWING NO: ANTIOCH-016-110-11-01
 DATE: 11/11/11
 PROJECT TYPE: UTILITY POLE
 POLE TYPE: 48\"/>

NextG Networks of California, Inc.
 10000-12100-1600
 ANTIOCH, CA. 94531

PROJECT INFORMATION

PROJECT NUMBER: ANTIOCH-016-110-11-01
 SHEET NUMBER: 1
 DATE: 11/11/11

HP COMMUNICATIONS INC.
 10000-12100-1600
 ANTIOCH, CA. 94531

NextG Networks of California, Inc.

1
 1 OF 4

A46



NextG Networks of California, Inc.
 10000 Wilshire Blvd, Suite 1000
 Beverly Hills, CA 90210

PROPERTY INFORMATION: PROJECT NAME: HP COMMUNICATIONS ANTENNA, CA, 04/01

SUBMITTAL DATE: 7/2/12

PROJECT: REPEATER POLE

DATE: 7/2/12

NO.	DATE	DESCRIPTION
1	7/2/12	ISSUED FOR PERMIT

HP COMMUNICATIONS INC.
 10000 Wilshire Blvd, Suite 1000
 Beverly Hills, CA 90210

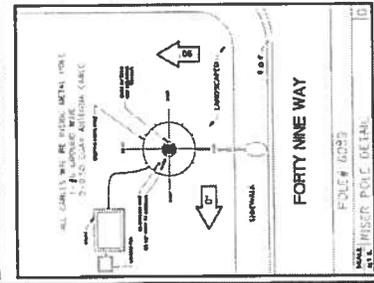
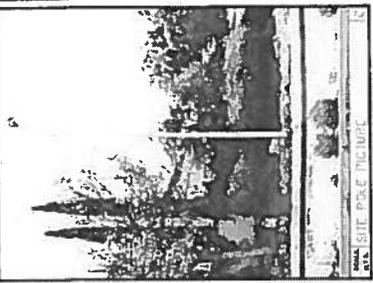


DATE APPROVED BY: [Signature]

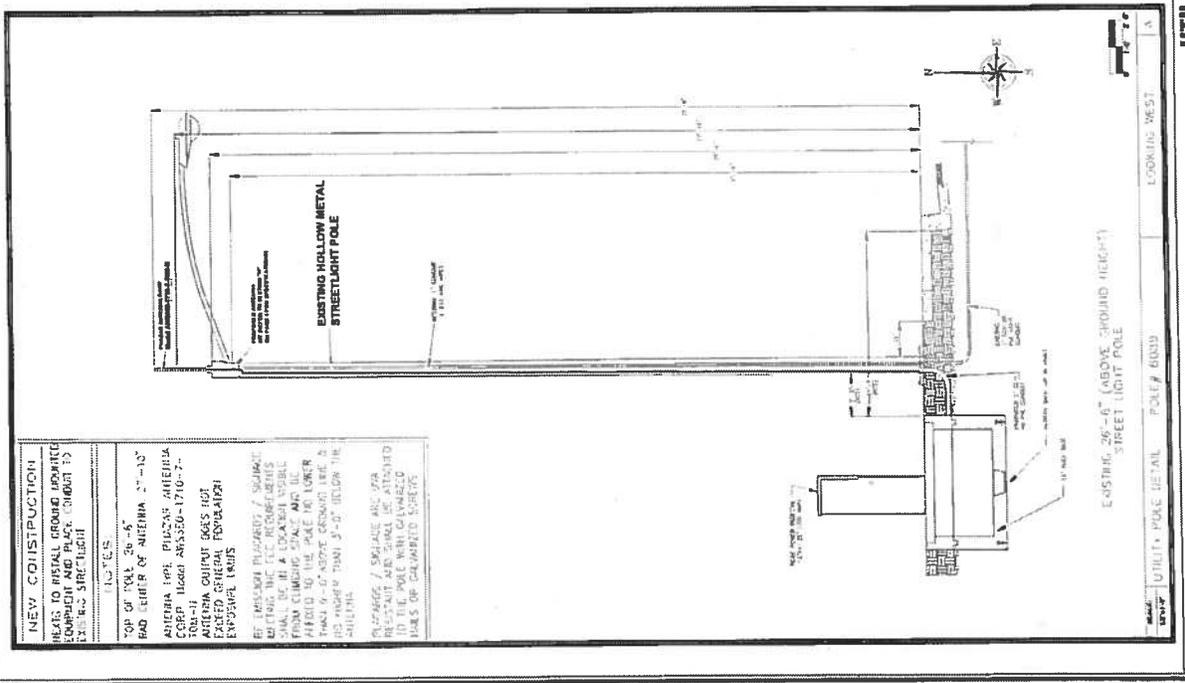
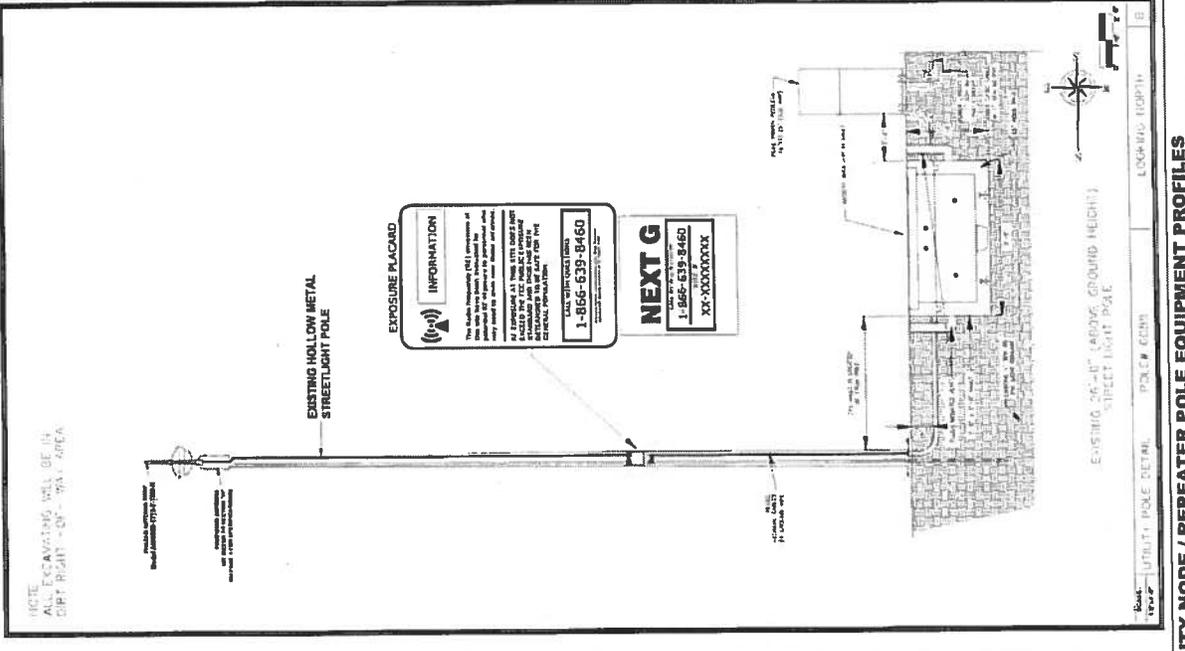
UTILITY NETWORKS AUTHORITY PERFORMANCE PRACTICE POLE INSTALLATION PRACTICES

SHEET NUMBER: 1

2 OF 4



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 Call 811 Before you Dig!



UTILITY NODE / REPEATER POLE EQUIPMENT PROFILES

A51



Nesig Networks of California, Inc.
20000 Wilshire Blvd., Suite 100
Beverly Hills, CA 90210
Tel: 310.277.1234
Fax: 310.277.1235

EST. 1979

PROPERTY SURVEYED BY: [Redacted] DATE: 7/2/12

7/2/12

DATE: 7/2/12

DATE: 7/2/12

HIP COMMUNICATIONS INC



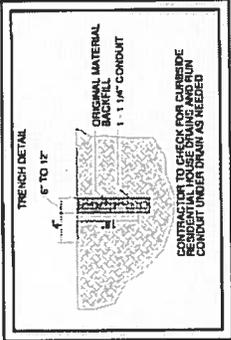
Nesig Networks of California, Inc.

NE SIG NETWORKS
AUTOMATIC PROFESSIONAL SEAL
PROJECT NUMBER: 12-00000000000000000000

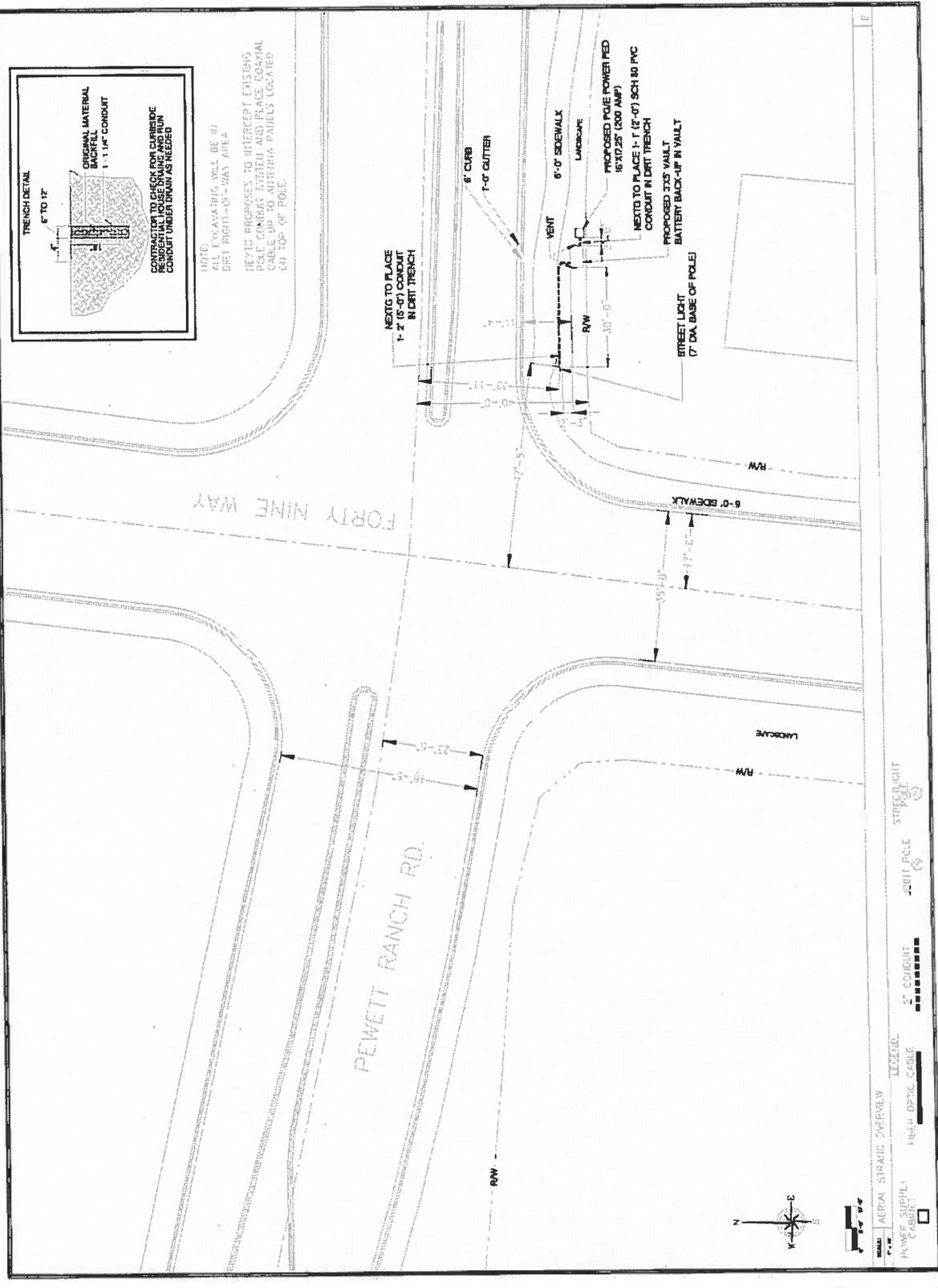
3

1

3 OF 4



NOTE:
ALL EXCAVATIONS WILL BE IN
GRIT RIGHT-OF-WAY AREA.
REVIC PROPOSES TO INTERCEPT EXISTING
POLE CONDUIT SYSTEMS IN ORDER TO MAKE ORIGINAL
CONDUITS AVAILABLE WITHIN PANELS LOCATED
ON TOP OF POLE.



SYSTEM OVERVIEWS

A52



NextG Networks of California, Inc.
 1710 - 2155 MHz
 Omni-Directional Antenna

PROJECT APPROVAL
 PROJECT NUMBER: 1710-2155-MHz
 APPROVED BY: [Signature]
 DATE: 7/2/12

DATE PREPARED BY: [Signature]

HP COMMUNICATIONS INC.
 2351 Hedding Ave. #1
 Fremont, CA 94538
 Phone: (925) 431-9910

NextG Networks of California, Inc.
 1710 - 2155 MHz
 Omni-Directional Antenna

DATE PREPARED BY: [Signature]

HP COMMUNICATIONS INC.
 2351 Hedding Ave. #1
 Fremont, CA 94538
 Phone: (925) 431-9910

NextG Networks of California, Inc.
 1710 - 2155 MHz
 Omni-Directional Antenna

DATE PREPARED BY: [Signature]

HP COMMUNICATIONS INC.
 2351 Hedding Ave. #1
 Fremont, CA 94538
 Phone: (925) 431-9910

NextG Networks of California, Inc.
 1710 - 2155 MHz
 Omni-Directional Antenna

DATE PREPARED BY: [Signature]

HP COMMUNICATIONS INC.
 2351 Hedding Ave. #1
 Fremont, CA 94538
 Phone: (925) 431-9910

NextG Networks of California, Inc.
 1710 - 2155 MHz
 Omni-Directional Antenna

DATE PREPARED BY: [Signature]

HP COMMUNICATIONS INC.
 2351 Hedding Ave. #1
 Fremont, CA 94538
 Phone: (925) 431-9910

NextG Networks of California, Inc.
 1710 - 2155 MHz
 Omni-Directional Antenna

DATE PREPARED BY: [Signature]

HP COMMUNICATIONS INC.
 2351 Hedding Ave. #1
 Fremont, CA 94538
 Phone: (925) 431-9910

NextG Networks of California, Inc.
 1710 - 2155 MHz
 Omni-Directional Antenna

DATE PREPARED BY: [Signature]

PHAZAR™

WIRELESS ANTENNAS

1710 - 2155 MHz
 Omni-Directional Antenna

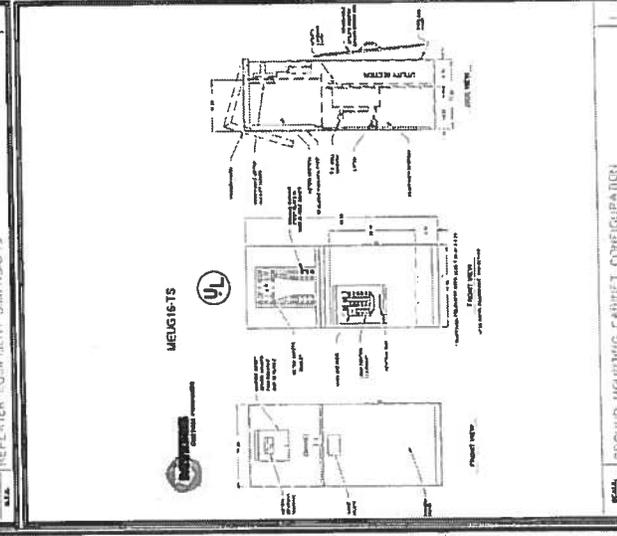
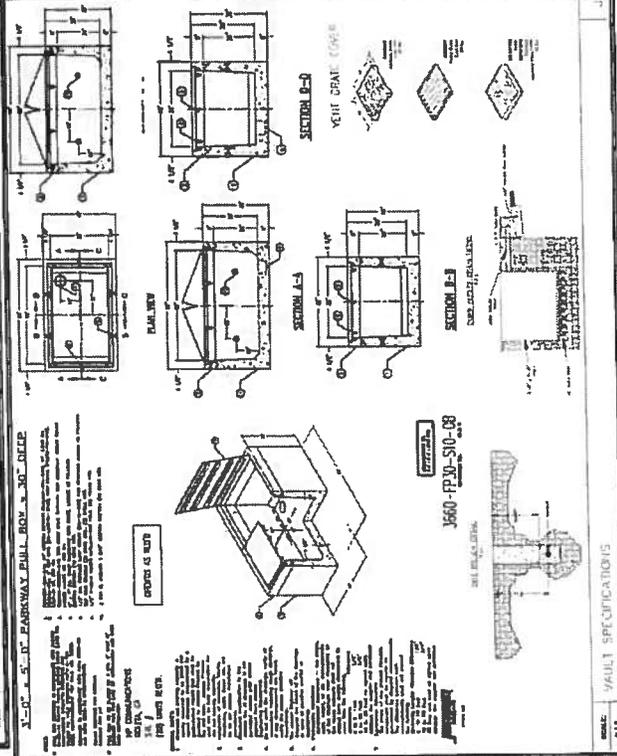
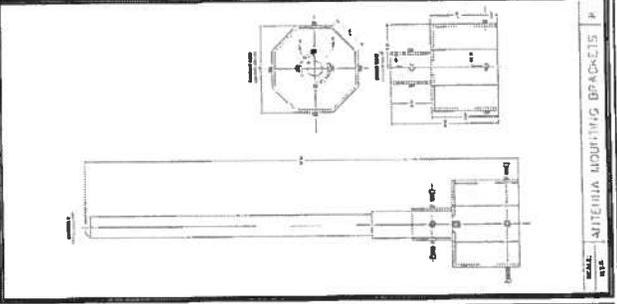
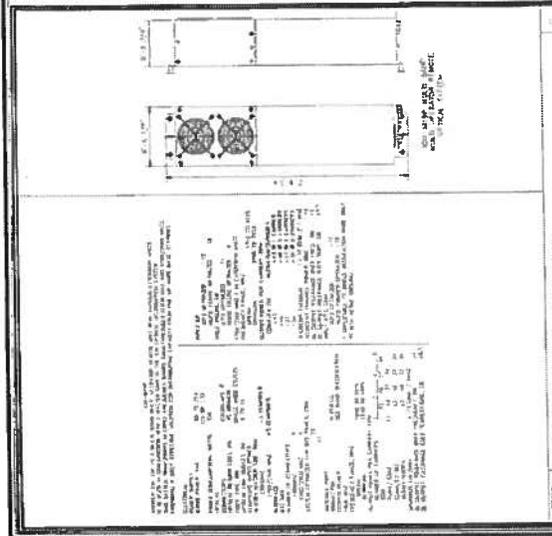
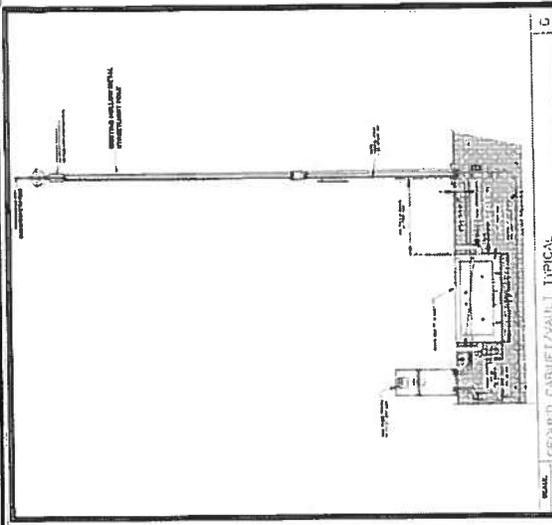
- Plug-in, non-glass radome
- Frequency coverage for entire AWS band
- Model AWS380-1710-7D-N

ELECTRICAL SPECIFICATIONS

Frequency	1710-2155 MHz
Height	17.1 Meters
Vertical Beamwidth	7 dB
Power	200 Watts
Impedance	50 ohms
Gain	18 +/- 1 Degree (nominal)
Beamwidth	360 degrees
Wind Speed	+/- 0.5 dB
Temperature	2 and 4 degrees (T2 and T4 Per Part Number)

MECHANICAL SPECIFICATIONS

Mounting	Type N Female
Size	Size mount clamp provided
Weight	28" x 2.0" O.D. +/- 0.1 lbs.
Material	White Standard (Color Options Available)
Wind Load	120 mph
Grounding	Direct Ground



UTILITY POLE EQUIPMENT TYPICALS

A53



PROJECT INFORMATION
 SHEET NO. 2
 DATE: 11/11/11

CLIENT NAME: N/A
 PROJECT NO.: 77712

NO.	DATE	BY	DESCRIPTION
1	11/11/11

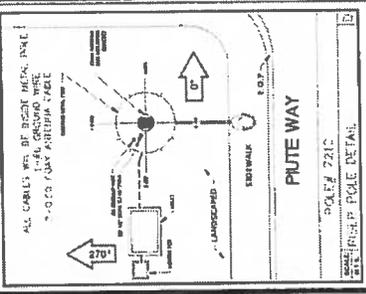
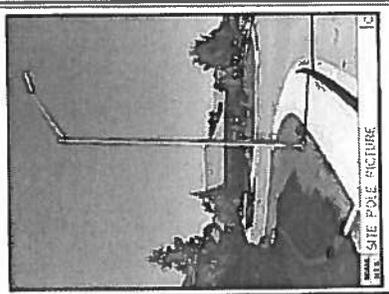
DATE PREPARED BY: ...
 HP COMMUNICATIONS INC.
 11440 Sepulveda Blvd.
 Van Nuys, CA 91411

DATE APPROVED BY: ...
 NATC Networks of California, Inc.
 11440 Sepulveda Blvd.
 Van Nuys, CA 91411

SHEET NO. 2
 PROJECT NO. 77712

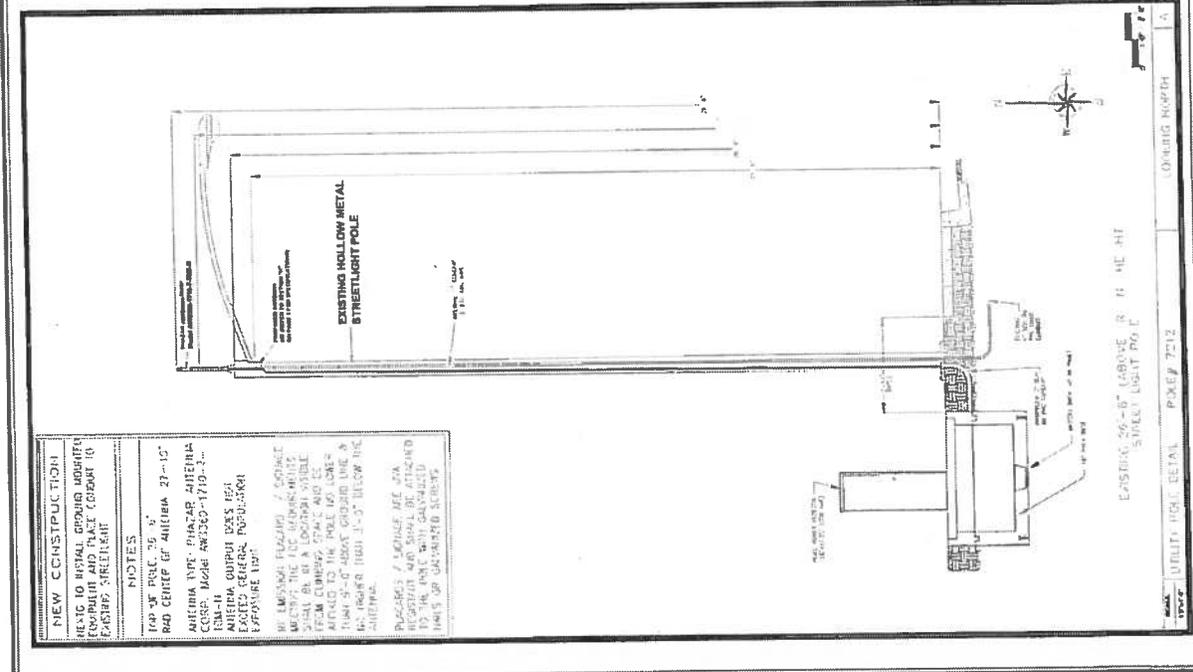
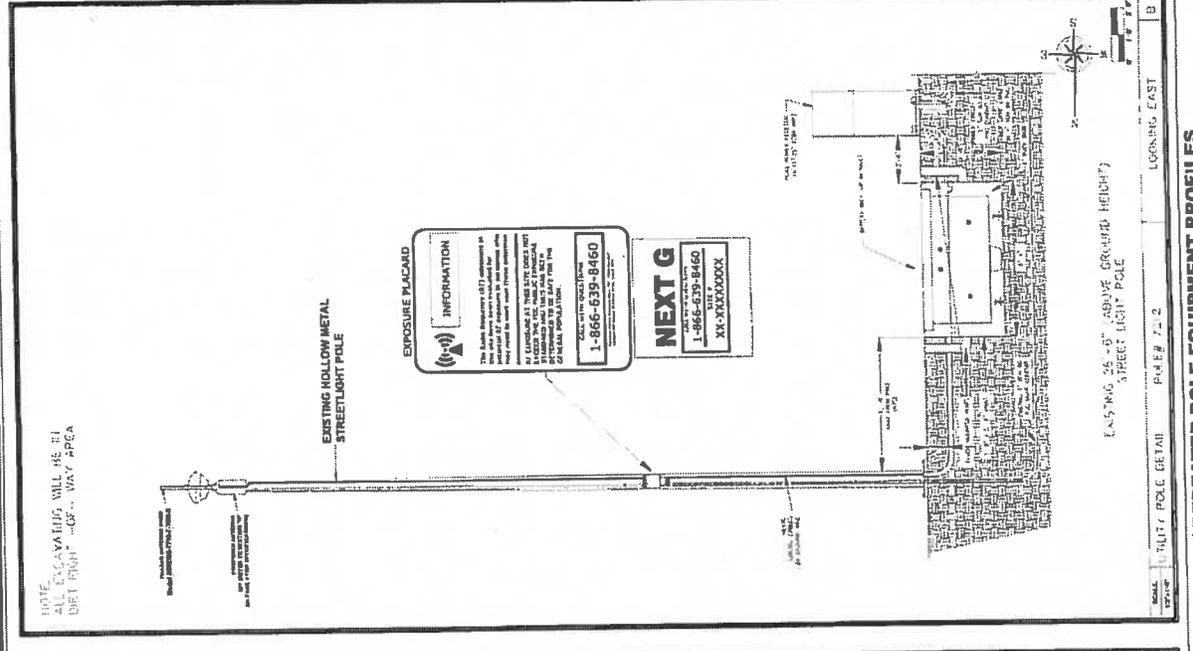
PROJECT INFORMATION
 SHEET NO. 2
 DATE: 11/11/11

1
 2 OF 4



Call Before you Dig!

Know what's below. Call before you dig. Call 811 Before you Dig!



NEW CONSTRUCTION
 NEXIG TO INSTAL GROUND MOUNTED EQUIPMENT AND PLACE EQUIPMENT TO EXISTING STREETLIGHT

NOTES
 1. TOP OF POLE TO BE 26'-0" HIG.
 2. RIG CENTER OF ANTENNA 27'-10" HIG.
 3. ANTENNA TYPE: PHOTAR ANTENNA CORP. MODEL: AW340-170-3...
 4. ISM-II
 5. ANTENNA ORIENT: 095 DEG. (N/A)
 6. ANTENNA ORIENT: 095 DEG. (N/A)
 7. EXPOSURE: 100'

8. BY: EMERSON PLAZING / SOURCE
 9. DESIGN: THE UTILIZATION OF THE
 10. FROM: CUMBERG STAKE AND IS
 11. ATTACHED TO THE POLE 160 LOWER
 12. THAN 5'-0" ABOVE GROUND LINE &
 13. HIGHER THAN 3'-0" BELOW THE
 14. SHEATH.

15. PLACES: / MOUSE: N/A
 16. RESISTANT AND SHALL BE ATTACHED
 17. TO THE POLE WITH GALVANIZED
 18. HANGERS OR EQUIVALENT HARDWARE

UTILITY NODE / REPEATER POLE EQUIPMENT PROFILES

A55



NextG Networks of California, Inc.
 1700 S. Bascom Ave. #100
 San Jose, CA 95128
 (415) 951-1000

PROJECT: 17110-2155
 DRAWING NO.: 7/21/12

DATE: 7/21/12

SCALE: AS SHOWN

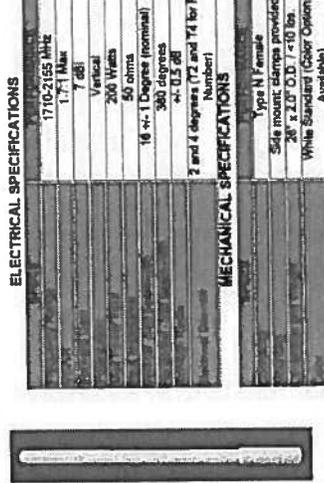
DATE: 7/21/12

PHAZAR™

WIRELESS ANTENNAS

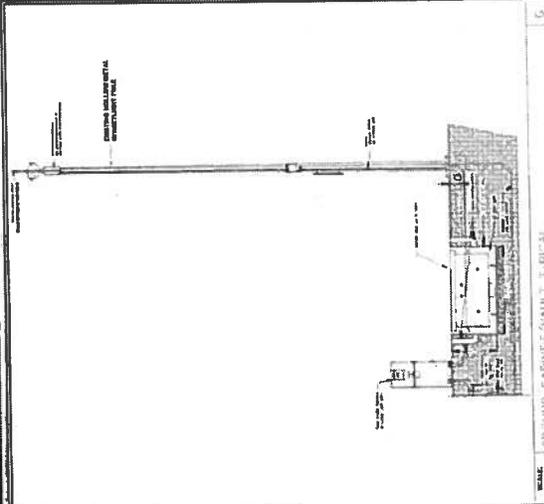
1710 - 2155 MHz
 Omni-Directional Antenna

- Rugged, all-weather antenna
- Model AWS560-1710-770-N
- Frequency coverage for entire AWS band

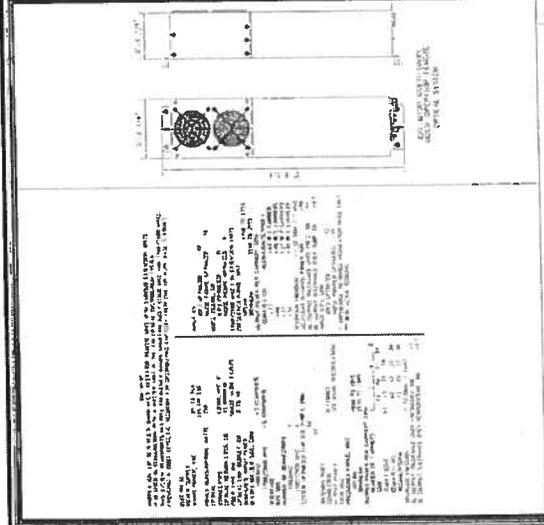


ELECTRICAL SPECIFICATIONS
 1710-2155 MHz
 1.71 Max
 Vertical
 200 Watts
 50 ohms
 18 +/- 1 Degree (nominal)
 90 +/- 5 dB
 300 Degrees
 2 and 4 degrees (7.2 and 14 for Part Number)

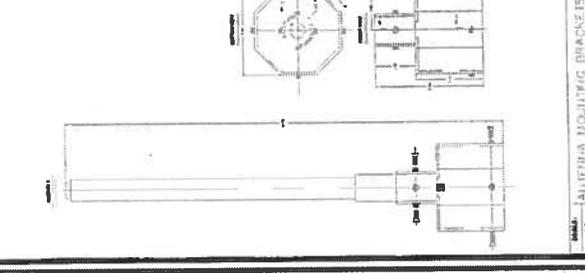
MECHANICAL SPECIFICATIONS
 Type N Female
 Side mount clamp provided
 28" x 2.0" O.D. 1 x 10 lbs.
 White Standard (Color Options Available)
 1.25 mph.
 Direct Ground



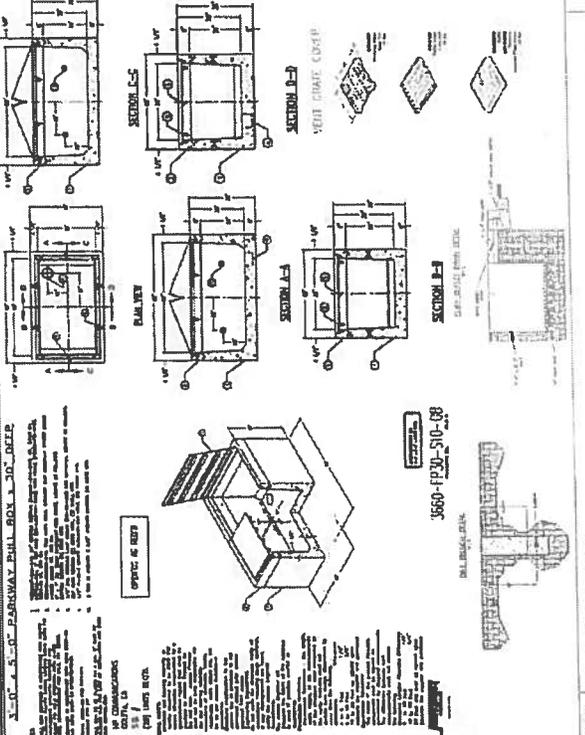
GROUND CABLE ASSEMBLY TYPICAL



REPEATER EQUIPMENT CABINET/DRY



UTILITY MOUNTING BRACKETS



UTILITY SPECIFICATIONS

A57

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JULY 24, 2012**

Prepared by: Tina Wehrmeister, Community Development Director 

Date: July 19, 2012

Subject: Board and Commission Appointments

RECOMMENDATION

It is recommended that the City Council receive and file the attached applications and the Mayor nominate and Council appoint board and commission members for the Planning Commission, Parks and Recreation Commission, Board of Administrative Appeals, and Crime Prevention Commission.

BACKGROUND INFORMATION

There are several board and commission positions currently vacant:

- Planning Commission: two partial terms (expiring October 2013 and October 2015)
- Parks and Recreation Commission: three full and one partial term expiring April 2014
- Board of Administrative Appeals: four full terms
- Crime Prevention Commission: two full terms

The applicants were interviewed by the Mayor and staff from applicable departments.

FINANCIAL IMPACT

None. All positions are voluntary.

OPTIONS

If Council desires, staff can re-advertise for additional applicants. Advertising will continue for unfilled positions.

ATTACHMENTS

A. Applications (provided to City Council)

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JULY 24, 2012**

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Date: July 19, 2012

Subject: Board and Commission Appointments

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ATTACHMENTS

A. Applications (provided to City Council)

2
07/24/12

**PLANNING
COMMISSION**



JUN 07 2012

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: June 7, 2012

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION Planning Commission

PRINT YOUR NAME KERRY L. MOTT

ADDRESS _____ CITY ANTIOCH

ZIP CODE 94509 PHONE (H) _____ (W) _____

E-MAIL ADDRESS _____

EMPLOYER SELF

ADDRESS _____ CITY ANTIOCH

OCCUPATION Professional Printing / Commercial Maintenance

YEARS LIVE IN THE CITY OF ANTIOCH 59

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

- ① To apply my educational and professional experience.
- ② I want to positively influence planning and development.
- ③ I have a strong vision for Antioch, especially our Rivertown / Waterfront area.

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD/COMMISSION? YES

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD/COMMISSION? (If yes, please explain) NO

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING? I have a B.A. in Local History and Environmental Studies, with emphasis on the built environment. I'm active in community environmental, infrastructure, and volunteer efforts. (Ferry service, trails, 4th of July etc.) I have a professional certification in

(Over)

Green Building with emphasis on Smart
Growth and an active in participation
with the TRANSPAN Board and other
urban planning agencies and professionals.

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

I am a lifelong resident of the River-Town district of Antioch and President of the downtown community group & the River Town Preservation Society. As such I have an abiding interest in seeing Antioch utilize its historic waterfront and old town, as well as implement a cohesive plan for the whole city that best suits its unique assets as we finally receive much of the transportation infrastructure we need.

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS.

CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME? YES

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

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

THE TOP THREE/FOUR CANDIDATES WILL UNDERGO A BACKGROUND CHECK BY THE ANTIOCH POLICE DEPARTMENT PRIOR TO APPOINTMENT.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
P.O. BOX 5007
ANTIOCH, CA 94531-5007

Kathy J. Mills
Signature

June 7, 2012
Date

If you would like to be considered for future openings on Boards or Commission, please check the appropriate lines(s) and return to City Hall. You will be notified when an opening occurs.

_____ Board of Administrative Appeals

_____ Building Board of Appeals

X _____ Economic Development Commission

X _____ Parks and Recreation Commission

X _____ Planning Commission

_____ Police Crime Prevention Commission

_____ Youth Commission

How did you learn of this opening?

Word of Mouth X _____ Channel 26 _____

Newspaper: _____

If website, name of site: City of Antioch _____

Other? Website Address: _____

Name: KERRY L. MOTTS

Address: _____ ANTIOCH, CA

Phone: work: _____ home: _____

Please mail to: City Clerk's Office
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

KERRY L. MOTTS

Objective

Community volunteer position with the Antioch Planning Commission.

Professional Qualifications:

- Education in California/ local history, and sustainable built environments
- California State Trainee's License for Residential Real Estate Appraisal-2006
- Extensive knowledge of residential renovation and construction
- Antioch native with substantial community involvement

Education:

- California State University Eastbay- Concord, CA; B.A. in History and Environmental Studies, Spring 2011
- Sonoma State University- Green Building Professional Certification, Completed Spring 2009
- Los Medanos and Diablo Valley Community College 1991-1996
- Brigham Young University 1971-1973

2007-2012 Self Employment and student

- Printing Broker, facilities maintenance.

2003-2007 Whisper Creek Log Homes; Sales and Marketing

- Company Representative for factory built homes
- Presented products and established leads with prospective clients
- Managed building process between the company, customer and builder

1994-2003 Cole Supply Co.- Pleasant Hill, CA; Distributor

- Distribution and sales of facility and maintenance supplies
- Interacted with clients to ensure product satisfaction, with daily records of inventory and distribution
- Established ongoing relationships with existing customers and developed prospective new clients

1994-2004 Dennis Gill- Antioch, CA; Real Estate Appraisal Assistant

- Research, analysis and reconciliation of data using appraisal software
- Property inspections and comparable reviews

1973-1994 United States Steel/POSCO Industries- Pittsburg, CA; Annealer

- Operated furnaces treating rolled steel product
- Operated process control computers
- Managed crew of seven, formulated shift workloads and ensured job completion

References:

Craig Gray- Cole Supply Co., Benicia, CA	(707) 745-8900
John Moglia- Baseline Resources, Concord, CA	(510) 501-9292
Tom Zientara- Carondelet High School, Walnut Creek, CA	(925) 325-9007

APPLICATION DEADLINE: June 7, 2012 at 5:00 p.m.

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION Planning Commission

PRINT YOUR NAME Virginia Sanderson

ADDRESS _____ CITY Antioch

ZIP CODE 94531 PHONE (H) _____ (W) _____

E-MAIL ADDRESS _____

EMPLOYER Kronenberger Rosenfeld, LLP

ADDRESS 150 Post Street, Ste. 520 CITY San Francisco

OCCUPATION Attorney

YEARS LIVE IN THE CITY OF ANTIOCH 4 Months

LIST THE THREE (3) MAIN REASONS FOR YOUR INTERST IN THIS APPOINTMENT:

(1) Desire to work towards improving Antioch and be involved in the planning and development decisions that will foster the City into a new era;

(2) Desire, as a new resident, to serve my new community; and

(3) Desire to participate in City government.

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD /COMMISSION? No.

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD/COMMISSION? (If yes, please explain) No.

WHAT SKILLS/KNOWLDEGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING? As a lawyer, I have an understanding of the legal and budgetary restrictions that can impede development that appears to be in the best interest of the City and its residents and local businesses. I recognize that any project will affect persons with diverse interests who disagree on various aspects and I have experience formulating compromises satisfactory to all involved. Despite my lack of experience in such a position, I submit this application with high hopes balanced by realistic expectations and a willingness to work.

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

I recently purchased my first home in a new construction development. My neighbors and I are thrilled with our new homes and community. Unfortunately, it seems our enthusiasm is not shared by the greater Antioch population, which is understandably discouraged by rampant foreclosures, rising crime, budget restraints, and other problems affecting the nation as a whole and our city in particular. This sentiment was reflected when I went to a movie with a friend who is a long-time resident. Despite the fact that it was a Saturday evening, the Antioch theater was nearly empty. She said, "This used to be the place to be on a weekend. Now everyone just wants to go to Brentwood for everything." Not me. I think the BART and highway expansions have positioned Antioch to stake its claim as the retail, business, tourist, and recreational hub of the Delta. Whether big or small, I want to play a part in bringing that about.

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS.

CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME? Yes.

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

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

THE TOP THREE/FOUR CANDIDATES WILL UNDERGO A BACKGROUND CHECK BY THE ANTIOCH POLICE DEPARTMENT PRIOR TO APPOINTMENT.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
P.O. BOX 5007
ANTIOCH, CA 94531-5007



Signature

June 6, 2012

Date

If you would like to be considered for future openings on Boards or Commission, please check the appropriate lines(s) and return to City Hall. You will be notified when an opening occurs.

_____ Board of Administrative Appeals

_____ Building Board of Appeals

X Economic Development Commission

_____ Parks and Recreation Commission

X Planning Commission

_____ Police Crime Prevention Commission

_____ Youth Commission

How did you learn of this opening?

Word of Mouth X Channel 26 _____ Newspaper: _____

If website, name of site: City of Antioch X

Other? Website Address: _____

Name: Virginia Sanderson

Address: _____

Phone: work: _____ home: _____

Please mail to: City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

EDUCATION

J. Reuben Clark Law School, Brigham Young University
Juris Doctor, 2005

- Executive Editor, *BYU Law Review*
- 3.41/4.00 GPA

Brigham Young University
Bachelor of Arts in Film with English minor, 1998

ADMISSIONS

State Bar of California, admitted 2005 (No. 240241)
U.S. District Court for the Northern, Eastern, Central, and Southern Districts of California
U.S. Court of Appeals for the Ninth Circuit

WORK EXPERIENCE

Kronenberger Rosenfeld, LLP | San Francisco
Associate Attorney, August 2010 to present

Represent a variety of eCommerce businesses at an expanding Internet law firm, which serves as general counsel for several startups. Handle a combination of web-based transactional and litigation work for most clients.

Transactional work (approx. 25% of workload): Advise clients on web page disclosures, review clients' vendor agreements, and draft disclosure language, terms of service, and privacy policies for clients' websites. Prepare DMCA takedown notices and pre-litigation subpoenas. Successfully resolve disputes with merchant processors and others on behalf of clients without resorting to litigation. Keep abreast of changes in legislation and case law governing online transactions and inform clients of the same, updating their disclosures and terms if warranted.

Litigation work (75%): Manage cases primarily pending in federal court, with an emphasis on Lanham Act issues, copyright infringement, and claims arising out of state law governing consumer rights and unfair or deceptive business practices. Identify anonymous defendants through early discovery. Prosecute and defend web-based class actions. Engage in discovery and heavy motion practice. Negotiate with opposing counsel towards settlement and draft settlement agreements. Communicate regularly with clients regarding case strategy and perform honest cost/benefit analysis of various approaches. Where applicable, work with local counsel to manage division of labor and ensure all deadlines are met.

Iverson, Yoakum, Papiano & Hatch | Los Angeles
Associate Attorney, April 2006 — December 2009

Represented a diverse group of individual and corporate clients at a storied sports and entertainment firm, with an emphasis on contract law, intellectual property, and civil RICO.

Motion Practice: Drafted a variety of legal documents for federal and state court, mediation, arbitration, and interoffice use, including pleadings, demurrers, motions for summary judgment, motions to compel, motions for protective orders, motions to continue trial, mediation briefs, pretrial conference statements, motions in limine, trial briefs, petitions for writ of mandate, and appellate briefs.

Discovery Practice: Managed all phases of discovery. Reviewed documents for privileged information prior to production. Conducted witness interviews, drafted deposition outlines, and conducted and defended depositions.

Trial Practice: Regularly represented clients at hearings, both individually and as second chair. Participated in oral argument, attended status conferences, settlement conferences, and mediation. Second-chaired the defense in a federal jury trial spanning three weeks.

Other Legal Experience | 2003 — 2006

- Drafted commercial real estate and business documents as a law clerk for the Phoenix office of DeConcini, McDonald, Yetwin and Lacy, P.C.
- Drafted portions of BYU's Financial Aid Policies and Procedures manual as a law student and research assistant.
- Worked on documents relating to International Trade Commission investigations as a legal extern for Washington, DC firm deKieffer & Horgan.

**PARKS
AND
RECREATION
COMMISSION**

JUN 04 2012

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: June 7, 2012

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION Parks and Recreation Commission

PRINT YOUR NAME Roy Immekus

ADDRESS _____ CITY Antioch

ZIP CODE 94531 PHONE (H) _____ (W) NONE

E-MAIL ADDRESS _____

EMPLOYER Retired

ADDRESS NONE CITY NONE

OCCUPATION Prior to retirement. bank finance management.

YEARS LIVED IN THE CITY OF ANTIOCH 26 YEARS

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

First, I have served on this commission for the past six years and while the commission has accomplished many of its goals including rehabilitating City Park, improving the conditions of the amenities at many of Antioch's parks and participation in the community center, there is more to do; second, this commission has been short staffed and poorly attended since I joined indicating the need for dedicated individuals to continue to serve and third, it is incumbent upon all residents to give back to the community in which they live.. This is one of the ways I have chosen to do so.

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD/COMMISSION? Yes

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD/COMMISSION? (if yes, please explain) I have served as a commissioner for six years and have been Chairman of the commission for the past several years.

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THIS BOARD/COMMISSION FOR WHICH YOU ARE APPLYING? In addition to my past service on the commission, I served as both fields director for Delta Youth Soccer League for three years and President of that organization for 13 years during which time I worked closely with city leadership in developing plans for the responsible usage of Antioch's parks. I also worked to help maintain and expand the Antioch Youth Sports Complex to provide sports fields for our youth while relieving the pressure being placed on city parks by the need to overuse those facilities. In that capacity I've also worked with members of the Antioch Unified School District in an effort to resolve issues created by the overwhelming demand for fields currently being experienced in our area.

PLEASE INDICATE ANY FURTHER INFORMATION YOU OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

I am excited about some of the changes that have occurred within the commission most especially in

the past 12 months. We have successfully engaged a few of the commissioners which has resulted in several needed improvements in our parks. A program was implemented in which each commissioner became responsible for monitoring the condition of certain parks to insure they remained safe. Badly damaged park benches were replaced, worn tennis nets made of steel that had become dangerous were either repaired replaced or removed: water fountains were repaired, and so on. It was also brought to the board's attention this week that a playground structure had to be removed from Mira Vista Park, which negatively impacts several underserved kids. I have asked staff to investigate the possibility of obtaining replacement equipment, based on cost, availability, etc., and place me in contact with the principal at the impacted school in hopes that the city through the commission and the school district can work together to resolve the issue.

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS.

CAN YOU ATEND MEETINGS AT THE DESIGNATED TIME? Yes

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

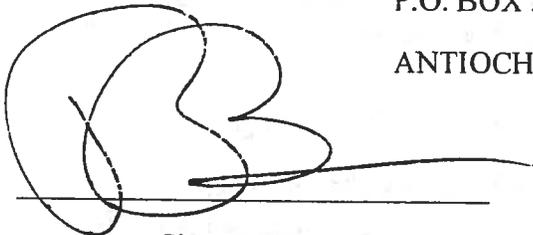
PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

THE TOPTHREE/FOUR CANDIDATESWILL UNDERGO A BACKGROUND CHECK BY THE ANTIOCH POLICE DEPARTMENT PRIOR TO APPOINTMENT.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE

P.O. BOX 5007

ANTIOCH, CA 94531-5007

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Signature

A handwritten date in black ink, written as '6/1/12' with a checkmark at the end.

Date

Antioch, CA 94531

Home Tel:
Cell No.:

Roy C. Immekus

Experience

2008-Current **Bank of the West, San Ramon, CA**
Vice President/Credit Examiner-Credit Risk Review

- **Developed and conducted, and worked as a teammate on credit examinations on various lending units within the Bank of the West system. Units included Commercial Banking Units, Small Business Administration Lending Unit, National Banking Units, Commercial Real Estate Units, Pacific Rim Banking Units and Construction Lending Units.**
- **Led exams as large as \$1 Billion employing 17 credit examiners throughout the Bank of the West system.**
- **Authored reports to Senior Management detailing findings of credit examinations including corrective actions. Ongoing monitoring of line unit progress in implementing any required corrective actions.**
- **Assisted in special projects/examinations as needed.**

2005-2007

Union Bank of California, San Francisco, CA
Vice President/Commercial Real Estate Portfolio Manager

- **Improved "Unsatisfactory" credit exam rating to "Satisfactory" in eight months.**
- **Authored and received senior management approval for a series of new portfolio management policies designed to keep workflow current.**
- **Headed the development team and implemented new portfolio management software for use throughout Union bank's real estate lending groups. This met the objectives of an OCC memo of Understanding that had been issued due to a lack of adequate MIS.**
- **Implemented program to accurately risk grade credits that resulted in an increase in NOI of \$330,000 in 2007.**
- **Portfolio totaled \$1.5B in outstanding loan balances. Responsibilities included managing delinquency (30-day delinquency less than 1%), service customer requests and loan retention. Managed a staff of five.**

1999-2005

Citibank, San Francisco, CA

Vice President/Compliance Manager/Credit Examiner

- Authored and implemented a comprehensive national compliance program for use throughout Citibank's Commercial Real Estate Group. Managed staff of six.
- Brought the Commercial Real Estate Group in compliance with Citibank's compliance requirements ahead of schedule and under budget.
- Served as a Credit Exam Officer. Was the lead examiner on periodic reviews of the commercial real estate portfolio. This included determining sample loans, on site exams and reporting finding directly to the Board of Directors.

**1991-1999 RS Associates, San Mateo, CA
Consultant**

- Served as court appointed receiver in several bankruptcy cases.
- Developed business plans for several small companies. Supported business operations for companies in the software and wine industries.
- Developed financing packages for various companies.

**1980-1991 Sanwa Bank, San Francisco, CA
Vice President/Portfolio Manager**

- Managed \$1.9B in commercial business loans. Managed a staff of nine. Responsibilities included delinquency, servicing customer requests, retention business and on-going covenant compliance monitoring.
- Developed and taught a credit class to Business Development Officers.

Education

**1991 Pacific Coast Banking School
University of Washington**

- Chosen to attend by Sanwa Bank senior management.
- Course studies included economics, balance sheet management, human resources and marketing.

Interests

Appointed as Commissioner and Elected Chairman of the Antioch Parks and Recreation Board.

President, Delta Youth Soccer League. Developed program for children with disabilities. Approximately 3,000 children are enrolled in the soccer program.

Taught financial literacy at the Tenderloin YMCA. Studies included GED course competencies, budgeting skills, and general math skills.

RECEIVED

MAY 30 2012

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: June 7, 2012

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION Parks & Recreation Commission

PRINT YOUR NAME Gerald Maurice Jennings "Maurice"

ADDRESS _____ CITY Antioch

ZIP CODE 94509 PHONE (H) _____ (W) _____

E-MAIL ADDRESS _____

EMPLOYER Retired: City of Concord (Police Department - Sergeant)

ADDRESS 1350 Galindo Street CITY Concord

OCCUPATION _____

YEARS LIVE IN THE CITY OF ANTIOCH 23 years

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

1. Prior experience in coaching youth sports as well as incorporating activities for youth
2. Currently have the available time to serve the community
3. Ability to provide assessments of current programs as well as work with others

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD/COMMISSION? No

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD/COMMISSION? (If yes, please explain) _____

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING? _____

I have numerous years of experience providing assessments to different facilities within the City of Concord.
Additionally, I have prior experience working with the Parks and Recreation dept. of the City of Concord in implementing programs for the city's youth.

(Over)

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

N/A

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS.

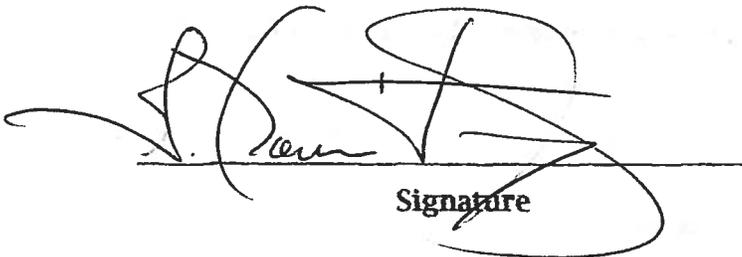
CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME? Yes

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

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

THE TOP THREE/FOUR CANDIDATES WILL UNDERGO A BACKGROUND CHECK BY THE ANTIOCH POLICE DEPARTMENT PRIOR TO APPOINTMENT.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
P.O. BOX 5007
ANTIOCH, CA 94531-5007


Signature

5/25/12
Date

G. Maurice Jennings

Antioch, Ca. 94509

VITAL STATISTICS

Born November 26, 1955
Male, Married, Three Children
US Citizen

SERVICE RECORD

US Army
June 1974 to June 1976
Honorable Discharge

EDUCATION

Associate Arts Degree
Bachelor of Science Degree
M.S. of Public Admin. Degree

Cols. Community College 1978
Ohio Dominican Univ. 1980
Pacific Western Univ. 1994

CERTIFICATES

Peace Officer Standards & Training Certificates for Advanced Officer, Master Sergeant, Basic Supervision & Supervisory, Public Information Officer Certificate, Management and Supervisory Certificates, Legal Update Certificates, Communication and The Media.

PROFESSIONAL EXPERIENCE

I retired from my employment as a police sergeant, with almost 20 years of service, in 2009 from the City of Concord, a city of 125,000. My work experience in the police department of 160+ sworn officers as well as my ten years in the insurance industry includes the following:

Concord Police Dept., Concord, CA

November 2007 - May 2009: Sergeant

Performed supervisory responsibilities of patrol officers. Responsible for daily training, daily updates, traffic investigations, field investigations, critical incidents, crime scene investigations, making decisions regarding appropriate courses of action, etc. Conducted some citizen complaint investigations and investigations forwarded from internal affairs. Responsibility also entails ensuring that community policing projects are performed.

Concord Police Dept., Concord, CA

July 2007 - October 2007: North District Commander

Responsible for managing police services in the Northern District. Provides direction and support to sergeants, district officer, and officers, aids in determining priorities & deployment. Establishes liaisons with formal community organizations, attends community meetings, acts as a facilitator, and liaison between the department and community. Play an active role in the furtherance of community-oriented government and the implementation of community policing efforts.

Concord Police Dept., Concord, CA

January 2006 - July 2007: Sergeant

Perform supervisory responsibilities within the Youth Services (Juvenile) Bureau. Responsible for the supervision of five sexual assault investigators, gang coordinator, administrative clerk and five School Resource Officers. The investigators and SRO's investigate child abuse, rape, child custody, ensure investigations are in compliance with law, murder, sexual abuse, and other juvenile related crimes.

Concord Police Dept., Concord, CA

January 2004 - January 2006: Sergeant

Perform supervisory responsibilities within the Community Action & Awareness Bureau. Supervision of crime analysts, live scan technicians, volunteer coordinator, and senior analyst. Responsible for crime analysis data, Homeland Security, producer of Crime Prevention Street Smart television program, volunteer functions, etc. Responsible for maintaining liaison with the public via direct contact or Teleminder system and daily/weekly contact with the local media.

Concord Police Dept., Concord, CA

January 2003 - December 2003: Sergeant

Performed supervisory responsibilities of patrol officers. Responsible for daily training, daily updates, field investigations, critical incidents, crime scene investigations, making decisions regarding appropriate courses of action, etc. Responsibility also entails ensuring that community policing projects are performed.

Concord Police Dept., Concord, CA

January 2002 - January 2003: Corporal

Performed some generalist assignments via first response to crime scenes, through investigations and onto final dispositions. Responsible for regular updated and new training criteria for Patrol Officers. Also responsible for community policing projects for the entire squad. Responsibilities also include performing supervisory duties while the Sgt. is and is not on duty. Including making decisions regarding appropriate courses of action without direct supervision.

Concord Police Dept., Concord, CA

July 2001 - December 2001: Patrol Officer

Performed generalist assignments via first response to crime scenes, through investigations and onto final dispositions. Prepared reports for use in evaluating and prosecution of criminal cases.

Responsibilities included making decisions regarding appropriate courses of action without direct supervision.

Concord Police Dept., Concord, CA

July 1996 - July 2001: Detective/School Resource Offcr.:

Currently assigned to the Youth Services/Juvenile Bureau. Responsible for investigating reported incidents and/or offenses that occur on or near assigned school campuses. Investigations include, but are not limited to, the following: Gang related activities, batteries/assaults, deadly weapons violations drug offenses, rapes, threats, burglary/theft, shoplifting and runaway juveniles. Disposition of juvenile offenders are generally determined by the officer through diversion programs, social services, probation, and other community resources. Responsibilities also include various school presentations to faculty and staff on such topics as child abuse reporting laws, drug abuse recognition, and gang awareness. (Informing the public of CPD Youth related activities & events).

Concord Police Dept., Concord, CA.

Nov. 1995 - June 1996: Public Information Officer:

In this temporary assignment, some of my responsibilities included being the spokesperson for the police department and the city. I was also involved in developing and implementing a comprehensive public information, communications, and marketing program concerning police department, city issues, and activities. I was responsible for editing and writing articles in the police and city newsletters.

Concord Police Dept., Concord, CA

Jan. 1995 - Nov. 1995: Detective/School Resource Offcr.:

Assigned to the Youth Services/Juvenile Bureau. Responsible for investigating reported incidents and/or offenses that occur on or near assigned school campuses. Investigations include, but are not limited to, the following: Gang related activities, batteries/assaults, deadly weapons violations drug offenses, rapes, threats, burglary/theft, shoplifting and runaway juveniles. Disposition of juvenile offenders are generally determined by the officer through diversion programs, social services, probation, and other community resources. Responsibilities also include various school presentations to faculty and staff on such topics as child abuse reporting laws, drug abuse recognition, and gang awareness.

Concord Police Dept., Concord, CA

May 1991 - Dec. 1995: Patrol Officer

Performed generalist assignments via first response to crime scenes, through investigations and onto final dispositions. Prepared reports for use in evaluating and prosecution of criminal cases. Responsibilities included making decisions regarding appropriate courses of action without direct supervision.

Concord Police Dept., Concord CA

Nov. 1990 - May 1991: Police Academy & Intern

Performed police intern assignments on a part-time basis for several months until assuming a position within the police academy.

Aetna Life Insurance Company, Walnut Cr., CA.

Aug. 1989 - Oct. 1990: Sr. Mktg. Financial Consult.
Responsible for financial programs for large custom group clients. (i.e.; 1000+ lives & \$8 million+ in premium.) Provided risk consulting, financial planning, new customer quotes on 200 + lives, preparing financial & benefit proposals, HMO conceptual analysis of benefit programs.

Aetna Life Insurance Company, Walnut Cr., CA.

Jan. 1985 - July 1989: Underwriting Administrator
Managed underwriting of all insurance programs of over 200 lives. Knowledgeable in state & federal employer requirements. Review of client contracts, provided progressive HR generalist experience and management support to underwriters. Established annual department budget and conduct presentations to customers/prospects. Recruited and trained underwriting staff.

The Underwriting Administrator is responsible for supervising between 11-12 underwriters. Responsible for ensuring that underwriters:

- o Underwrite block of business using basic knowledge of risk assessment, pricing components, Aetna's products/services, funding methods and underwriting guidelines. Ensures that the product (medical, dental, vision, life, long term disability, etc.) are claims processable for claim adjudication via claims offices.
- o Underwriters develop premium and creates financial exhibits using prior claim experience, rating tools and data sources while assessing accuracy of data and applying underwriter judgment as warranted
- o Analyzes results for reasonability and makes decision about how to proceed
- o Makes recommendations for plan changes and rate impact based on financial analysis, underwriting principals and business strategy
- o Manages multiple tasks and effectively prioritizes work
- o Underwriters may assist the Underwriting Administrator with team projects by providing information and collecting data
- o Supports and identifies process improvement through automation or change
- o Communicates technical and financial concepts to internal constituents both verbally and in writing
- o Collaborates and shares information cross functionally with internal constituents. The Administrator is also responsible for selecting and retaining high caliber, diverse talent able to successfully achieve or exceed business goals. Builds a cohesive team that works well together.

Aetna Life Insurance Company, Pgh., PA.

Mar. 1982 - Dec. 1984: Group Claims Supervisor
Assisted and conferred with customers concerning claim determination of medical, dental, disability, etc. Management of processing & administrative staff. The claims supervisor is responsible for supervising between 10-15 claims processors. The supervisor is

responsible for ensuring that claims processors review claims information to determine the nature of a members' illness or injury. The claims processors make claim payment decisions, proactively make outbound calls to providers for additional information to make correct claim payment, identify claim cost management opportunities and refer claims for follow up.

Aetna Life Insurance Company, Cols., OH.

May 1980 - Feb. 1982: Management Team

Participated in the on-site analysis of Group Claim office performance. Incorporated travelling to claim offices throughout the country and conducting audits on claims processed.

ORGANIZATIONS/AFFILIATIONS

California Public Information Official Association
National Public Information Officers Association
Contra Costa Police Athletic Association
Concord Police Officers Association
Contra Costa Black Police Officers Association
National School Resource Officers Association

PERSONAL DETAILS/TRAINING

Selected by Peers and Faculty - 1979 Achievement award winner.
Selected by the US Jaycees - 1980 Outstanding Young Men of America.
Vice-President of "College Funds For the Needy" 1986 - 1992. (Non-profit organization)
Aetna Management Seminars 1984-1989
Selected as WHO's WHO in California - 1989
Aetna's Western Home Office - EEO Coordinator 1987-1988
Vice Pres., 114th Police Academy Class
City of Concord "Extra Mile Award" - 1997
Sexual Assault School (40 Hrs.) - 1998
Search Warrant School (40 Hrs.) - 1998
Child Abuse School (40 Hrs.) - 1998
POST: Supervisory School (40 Hrs.)- 2003
Homeland Security Buffer Zone Protection School (40 Hrs.) - 2004
Tactical Negotiations School (40 Hrs.)- 2004
Supervisory Leadership Institute (SLI) - 6/05-1/06
Officer Involved Shooting Course (40 Hrs.)- 4/06
Concord Police Department's Superior Performance Awards - 1996 - 2000
Community Policing Training by Environmental Design (20 Hrs.) - 1999
Police Service Commendations - 1996-1998
Concord Police Department Recruitment Committee (Co-Chair 1999) - 1998 - 2003
Nominee for the Mt. Diablo Unified School District Safe Streets & Drug Free Task Force Award - 1999

Law Advisory Group Certificate (6 Hrs.) - 1999
Nominee for the Mt. Diablo Unified School District Safe Streets &
Drug Free Task Force Award - 2000
National School Resource Officers Conference (28 Hrs.) - 2000
NASRO Individual Award Nominee - 2000
Award recipient of the Mt. Diablo Unified School District Safe
Streets & Drug Free Task Force Award - 2001
City of Concord "Partnership Award" - 2001
Outstanding Achievement Award from San Quentin State Prison
"SQUIRES" - 2001
Recipient of the Contra Costa County Juvenile Justice &
Prevention Commission Award - 2002
Board of Director (Contra Costa County Police Athletic
Association 2002 - 2004)
City of Antioch Administrative Appeals Board 2002-2008
(Chairperson) - 2008
Meal On Wheels Volunteer: 2010-present

A.A. Degree: Law Enforcement, **B.A. Degree:** Criminal Justice/Pre Law,
Master Degree: Public Administration (Accepted to JFK School of Law
1998)

REFERENCES

Available Upon Request

P.R.
APPLICATION DEADLINE: 6/7/12

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION Parks & Rec.

PRINT YOUR NAME Rodney McClelland

ADDRESS _____ CITY Antioch

ZIP CODE 94509 PHONE (H) _____ (W) _____

E-MAIL ADDRESS _____

EMPLOYER Specialty A/C Products

ADDRESS 5250 EAST 2ND ST. CITY Benicia

OCCUPATION Parts Inside Sales

YEARS LIVE IN THE CITY OF ANTIOCH 45 yrs

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

- 1) Further in Helping For Community
- 2) Help in one of The City of Antioch's Forgotten Treasures (Parks).
- 3) To Help and Assist The City Improve Community Relations

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD/COMMISSION? Yes

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD/COMMISSION? (If yes, please explain) NO

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING? I Have Lived

in Antioch All my Life, Was an Eagle Boy Scout
Serve As Fields Director For DYSL Soccer
For 5 Years, Had Children Play in Both Baseball
Leagues, Soccer, And Football.

Also serve As League Rep to AYSC

(Over)

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

I would like to help to let the people of the City of Antioch know about our parks they are truly our hidden treasure

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS.

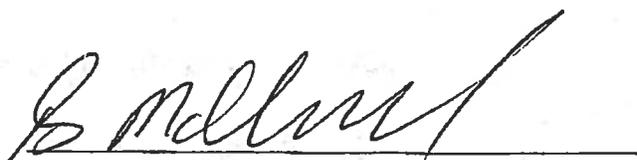
CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME? yes

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

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

THE TOP THREE/FOUR CANDIDATES WILL UNDERGO A BACKGROUND CHECK BY THE ANTIOCH POLICE DEPARTMENT PRIOR TO APPOINTMENT.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
P.O. BOX 5007
ANTIOCH, CA 94531-5007



Signature

6/7/12

Date

If you would like to be considered for future openings on Boards or Commission, please check the appropriate lines(s) and return to City Hall. You will be notified when an opening occurs.

- _____ Board of Administrative Appeals
- _____ Building Board of Appeals
- _____ Economic Development Commission
- _____ Investment Advisory Committee
- _____ Parks and Recreation Commission
- _____ Planning Commission
- _____ Police Crime Prevention Commission
- _____ Youth Commission

How did you learn of this opening?

Word of Mouth _____ Channel 26 _____ Newspaper: _____
If website, name of site: City of Antioch _____
Other? Website Address: _____

Name: Rodney McClelland
Address: _____ 94509
Phone: work: _____ home: _____

Please mail to: City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

Rodney McClelland

Antioch Ca 94509

Ph _____ Call

Email:

OBJECTIVE

I am seeking a responsible position with a progressive company. Which will utilize a background in purchasing, material handling, inventory control, and in home sales /customer service? Combine strong team building, problem solving and interpersonal skills with persistence follow through for successful career. Introduce efficiency and cost management and vendor/consumer relations.

SKILLS

- Order processing inventory management sales, and training, problem solving skills Computer/phone skills with multi tasking in high stress environment. Management in variety of areas. Communications and teamwork leader and self motivator. Experience in in home solutions and recommendations for heating and air conditioning systems and design. Job site management and quality assurance.

EXPERIENCE

Freschi air Systems, Antioch Ca

Comfort Advisor/IAQ specialist March 2004 to Feb. 2011

- In home sales and estimating of heating, air conditioning, indoor air quality, and insulation systems. System design and load calculations. Coordination of sub contractors and working with multiple schedules to complete project. Customers follow up with referrals, references, and rebate information. Also offered finance option and suggestions to home owners. Thoroughly looking into all options available to home owners and there family keeping customer satisfaction as the top priority on all projects. Schedule organize and coordinate install project with installation department and warehouse. Attend weekly sales/training meetings offering solutions and ideas to build better company results.

Specialty A/C Products, Benicia, Ca

Outside parts Sales Rep. Feb 2004 to Oct 2004

- Inside sales phone order processing and data entry of parts orders. Travel Bay area and visit HVAC contractors and assist with all service parts needs including but not limited to warranty parts. Sales of consumable parts and supplies. Setting up consignment inventory at contractor's office and management of inventories and billing of used items. Also replenishing of used items and pulling of any obsolete items.

Freschi air Systems, Antioch Ca

Parts Manager Feb. 2000 to Feb 2004

- To work with all service and install technicians and manage truck inventory. Replenish used inventory, return warranty parts, performed quarterly inventory of entire fleet and warehouse. Work with sales staff updating them on new product and changing of equipment. Coordinate parts and equipment deliveries with staff to job site and to warehouse. Manage warehouse and set schedules for staff. Attend management meeting and sales and service meetings updating company on any changes of equipment pricing etc. Negotiate pricing with all vendors and set up delivery of product.

Quint Computer Solutions, Fairfield, Ca
Purchasing Manager/Customer service Oct 95 to Feb 2000

- Inventory planning and negotiating pricing of materials, supplies, mechanical, and electrical parts for technicians and customer needs. Set up and organize structure for purchasing operation and identify and correct operational issues undermining efficiency. Set up and manage procedures for returns and special orders. Created discount structures for higher volume orders. Interface with vendors on daily and weekly basis. Select and qualify vendors, considering price quality and shipping terms. Implement and promote venter competition and performance. Research and handle negotiations and terms rebates and other programs with vendors. Warehouse management of shipping receiving and inventory control. Manage UPS, FEDEX, and a variety of other common couriers. Ensure accuracy of shipping orders. Process damage claims and returns of inventoried items.

EDUCATION

Antioch High School, Antioch Ca
High School Diploma class of 1985

Los Medanos College, Pittsburg, Ca
General

- College course on duct design
- Whole house HVAC design and filtration systems
- Basic Heating and A/C design and operation



RECEIVED

JUN 07 2012

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE:

June 7, 2012

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION

Planning Commission

PRINT YOUR NAME

KERRY L. MOTTS

ADDRESS

CITY ANTIOCH

ZIP CODE 94509

PHONE (H)

(W)

E-MAIL ADDRESS

EMPLOYER

SELF

ADDRESS

CITY ANTIOCH

OCCUPATION

Professional Printing / Commercial Maintenance

YEARS LIVE IN THE CITY OF ANTIOCH

59

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

- ① To apply my educational and professional experience.
- ② I want to positively influence planning and development.
- ③ I have a strong vision for Antioch, especially our Rivertown / Waterfront area

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD/COMMISSION?

YES

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD/COMMISSION? (If yes, please explain)

NO

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING?

I have a B.A. in Local History and Environmental Studies with emphasis on the built environment. I'm active in community environmental, infrastructure, and volunteer efforts. (Ferry service, trails, 4th of July etc.) and have a professional certification in

(Over)

Green Building with emphasis on Smart Growth and an active in participation with The TRANSPAN Board and other urban planning agencies and professionals.

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

I am a lifelong resident of the River-Town district of Antioch and President of the downtown community group & the River Town Preservation Society. As such I have an abiding interest in seeing Antioch utilize its historic waterfront and old town, as well as implement a cohesive plan for the whole city that best suits its unique assets as we finally receive much of the transportation infrastructure we need.

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS.

CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME? YES

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

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

THE TOP THREE/FOUR CANDIDATES WILL UNDERGO A BACKGROUND CHECK BY THE ANTIOCH POLICE DEPARTMENT PRIOR TO APPOINTMENT.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
P.O. BOX 5007
ANTIOCH, CA 94531-5007

Kenneth J. Smith
Signature

June 7, 2012
Date

If you would like to be considered for future openings on Boards or Commission, please check the appropriate lines(s) and return to City Hall. You will be notified when an opening occurs.

- Board of Administrative Appeals
- Building Board of Appeals
- Economic Development Commission
- Parks and Recreation Commission
- Planning Commission
- Police Crime Prevention Commission
- Youth Commission

How did you learn of this opening?

Word of Mouth Channel 26 _____ Newspaper: _____
If website, name of site: City of Antioch _____
Other? Website Address: _____

Name: KERRY L. MOTTS
Address: ANTIOCH, CA
Phone: work: _____ home: _____

Please mail to: City Clerk's Office
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

KERRY L. MOTTS

Objective

Community volunteer position with the Antioch Planning Commission.

Professional Qualifications:

- Education in California/ local history, and sustainable built environments
- California State Trainee's License for Residential Real Estate Appraisal-2006
- Extensive knowledge of residential renovation and construction
- Antioch native with substantial community involvement

Education:

- California State University Eastbay- Concord, CA; B.A. in History and Environmental Studies, Spring 2011
- Sonoma State University- Green Building Professional Certification, Completed Spring 2009
- Los Medanos and Diablo Valley Community College 1991-1996
- Brigham Young University 1971-1973

2007-2012

Self Employment and student

- Printing Broker, facilities maintenance.

2003-2007

Whisper Creek Log Homes; Sales and Marketing

- Company Representative for factory built homes
- Presented products and established leads with prospective clients
- Managed building process between the company, customer and builder

1994-2003

Cole Supply Co.- Pleasant Hill, CA; Distributor

- Distribution and sales of facility and maintenance supplies
- Interacted with clients to ensure product satisfaction, with daily records of inventory and distribution
- Established ongoing relationships with existing customers and developed prospective new clients

1994-2004

Dennis Gill- Antioch, CA; Real Estate Appraisal Assistant

- Research, analysis and reconciliation of data using appraisal software
- Property inspections and comparable reviews

1973-1994

United States Steel/POSCO Industries- Pittsburg, CA; Annealer

- Operated furnaces treating rolled steel product
- Operated process control computers
- Managed crew of seven, formulated shift workloads and ensured job completion

References:

Craig Gray- Cole Supply Co., Benicia, CA	(707) 745-8900
John Moglia- Baseline Resources, Concord, CA	(510) 501-9292
Tom Zientara- Carondelet High School, Walnut Creek, CA	(925) 325-9007

APPLICATION DEADLINE: June 7, 2012 5:00pm

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION Parks & Recreation Commission

PRINT YOUR NAME Brent Thibeaux

ADDRESS _____ CITY Antioch

ZIP CODE 94531 PHONE (H) _____ (W) _____

E-MAIL ADDRESS _____

EMPLOYER Black Tie Transportation

ADDRESS 7080 Commerce Drive CITY Pleasanton

OCCUPATION Chauffeur and Volunteer Baseball Coach

YEARS LIVE IN THE CITY OF ANTIOCH 1

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

I enjoy the City of Antioch and the beautiful parks as well as the numerous recreation opportunities and I want to serve the citizens while helping to preserve them. The three main reasons I wish to serve on the board are to: promote community participation, provide a local perspective for community needs and expectations, and to add my expertise regarding parks and recreation so the Council can make informed decisions.

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD/COMMISSION? Not yet

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD/COMMISSION? (If yes, please explain) Not on this board

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING? _____

I am a former competitive athlete who grew up playing and participating in local parks and recreation facilities throughout the Bay Area. Now as a Baseball Coach, I'm still constantly involved in our

neighborhood's facilities and hear the communities interest and concerns. I'm a current Baseball Commissioner for a youth baseball league and have also worked for and served on the boards of other nonprofit organizations.

I have also worked for another city's park and recreation department, giving me inside knowledge of what it means to serve the community and address their concerns in the area of parks and recreation.

(Over)

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

As a citizen of Antioch, I was truly excited to recently learn of an opportunity to serve the citizens and combine my passion for athletics with the ability of assisting the local government to make informed decisions. I bring the enthusiasm, knowledge, and connection to the community, that is necessary for a Board Member in order to help assist in the decision making process for the constituents.

I'm completely enthused by the beauty of the City of Antioch and the pride it takes in it's parks and recreation facilities. This is what inspires me and in is my motivation to preserve and serve.

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS.

CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME? Yes

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

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

THE TOP THREE/FOUR CANDIDATES WILL UNDERGO A BACKGROUND CHECK BY THE ANTIOCH POLICE DEPARTMENT PRIOR TO APPOINTMENT.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
P.O. BOX 5007
ANTIOCH, CA 94531-5007



Signature

6/7/12

Date

If you would like to be considered for future openings on Boards or Commission, please check the appropriate lines(s) and return to City Hall. You will be notified when an opening occurs.

- _____ Board of Administrative Appeals
- _____ Building Board of Appeals
- _____ Economic Development Commission
- _____ Investment Advisory Committee
- _____ Parks and Recreation Commission
- _____ Planning Commission
- _____ Police Crime Prevention Commission
- _____ Youth Commission

How did you learn of this opening?

Word of Mouth _____ Channel 26 _____ Newspaper: _____
If website, name of site: City of Antioch _____
Other? Website Address: _____

Name:

Brent Thibeaux

Address:

Phone:

work: _____ home: _____

Please mail to:

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

Athletic Experience

August 2006-Present

Metropolitan Junior Baseball League

Oakland, CA

California Baseball Commissioner

I am responsible for the recruitment and retention of high school students and athletes at the college level for participation in the Metropolitan Junior Baseball League. I provide a platform for youth to realize their self worth through educational, athletic and cultural enrichment that in turn allows the participants to strive for excellence with their collegiate and athletic efforts in and out of the league.

February 2009- January 2010

Oakland Technical High School

Oakland, CA

Assistant Junior Varsity Baseball coach

I assisted the head coach in the planning and operation of the baseball program. Duties included assisting with practice and game preparation, evaluating performances, and making recommendations to the head coach regarding individual participation in games.

April 2009- August 2009

Skyhawks Sports Academy

East Bay Area, CA

Sports Coach

Coached and taught young athletes the rules, techniques, and strategies of baseball and football. Closely worked with the athletes to develop their sports skills and abilities while they attended the Skyhawk Sports Academy.

January 2008- June 2009

Oakland Babe Ruth Ralph Grant Baseball

Oakland, CA

Baseball Coach

Coached an inner-city group of youth in the Oakland Babe Ruth League. Mentored young athletes in life skills and baseball. Taught fundamentals of baseball and strategies for youth ages 11-12.

January 2008 – September 2008

Merritt College

Oakland, CA

RBI Program Coordinator

Contributed to the development, implementation, and coordination of various activities and projects associated with the RBI (Revitalizing Baseball in the Inner-City) program of Merritt College. Responsibilities included overseeing all aspects of the program to ensure athletic and academic development for the attendees.

Education

Grambling State University, Grambling, LA
Degree: MS, Sports Administration, Received 2007

Saint Augustine's College, Raleigh, NC
Degree: BA, Mass Communications, Received 2005

Skills and Achievements

Proficient in Microsoft Word, Excel, PowerPoint, Outlook Express, Internet
All-City Baseball Oakland Athletic League 1999
Prairie View A&M University Football Scholarship 1999
Chabot College Football 2000
Saint Augustine's College Inaugural Football Team 2002
Black Coaches Association Scholarship recipient 2005

**BOARD
OF
ADMINISTRATIVE
APPEALS**



APPLICATION DEADLINE: 7-12-2012

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION BOARD OF ADMINISTRATIVE APPEALS

PRINT YOUR NAME Diana L. Busenbarrick

ADDRESS _____ CITY Antioch

ZIP CODE 94509 PHONE (H) _____ (W) _____

(cell) _____

E-MAIL ADDRESS _____

EMPLOYER (self / contract)

ADDRESS (home) CITY _____

OCCUPATION Attorney

YEARS LIVE IN THE CITY OF ANTIOCH 14 years

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

(1) Currently serve (One & one-half terms), & wish to continue

(2) Enjoy serving my community

(3) This Board complements my profession & provides additional insight

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD/COMMISSION? (serve)

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD/COMMISSION? (If yes, please explain) 6 years

WHAT SKILLS/KNOWLDEGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING? _____

Attorney; / lawyering skills

(Over)

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

I'd appreciate continuing to serve

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS.

CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME? Yes

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

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

THE TOP THREE/FOUR CANDIDATES WILL UNDERGO A BACKGROUND CHECK BY THE ANTIOCH POLICE DEPARTMENT PRIOR TO APPOINTMENT.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE

P.O. BOX 5007
ANTIOCH, CA 94531-5007

Signature

Date

If you would like to be considered for future openings on Boards or Commission, please check the appropriate lines(s) and return to City Hall. You will be notified when an opening occurs.

_____ Board of Administrative Appeals

_____ Building Board of Appeals

_____ Economic Development Commission

_____ Parks and Recreation Commission

_____ Planning Commission

_____ Police Crime Prevention Commission

_____ Youth Commission

How did you learn of this opening?

Word of Mouth _____ Channel 26 _____

Newspaper: _____

If website, name of site: City of Antioch _____

Other? Website Address: _____

Name: _____

Address: _____

Phone: work: _____ home: _____

Please mail to: City Clerk's Office
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

DIANA L. BUSENBARRICK

Attorney

California SBN: 172617
Cell:

Antioch, CA 94509

PROFILE	<p><i>Civil Matters</i></p> <ul style="list-style-type: none"> • Including Employment Matters (Employee & Employer/Management); Wrongful / Constructive Discharge suits; Wrongful Death suits <p><i>Superb at "issue spotting"; enhancing:</i></p> <ul style="list-style-type: none"> • Second chair at trial • Thorough & precise Legal Research & Writing (P&A's; Work-Product Memos) • Brainstorming, pre-suit & pre-trial primary issues (<i>inter alia</i> reviewing relevant jury instructions pre-suit) • Negotiations • Mediations • Administrative Appeals, Summary Judgments, Jury Instructions, Reconsiderations; Appeal Issues • Pre-grants (Probate/Estate matters) (Required knowing Local Rules & County Clerk staff) <p><i>Overview of Office Affairs:</i></p> <ul style="list-style-type: none"> • Administered Computers: Peer-to-peer Network, Software needs; Free online legal research • Reviewed Billings, including review of retainer letters & draft billings • Handled all small office needs <p><i>Business Matters</i></p> <ul style="list-style-type: none"> • Incorporations & Secretary of State forms for other Entities • Dissolving Corporations & other business entities <p><i>Ethics / Conflict Checking</i></p> <p><i>Analysis of Political Issues / Current Affairs</i></p>
LEGAL CAREER	<p>WILLIAM H. BACHRACH, 1939 Harrison St., #612, Oakland, CA 94612; 510-465-1906 17 years: 1993 – 2010: Started while attending law school at night; Began with handling all areas of law; Became "office specialist" with Probates, Trusts & Estate Planning SOLO / PRO BONO ATTORNEY: Wrongful Discharge vs. UC Regents; Probates; Estates & Trusts Law Office of Peter M. Stanwyck, Oakland, CA 1992 – 1993 (worked full-time & attended law school at night); All areas of law (primarily P.I.) Hamilton & Taft, San Francisco, CA (Payroll processing firm for Fortune 500 companies) 1990-1991: Sole employee in Legal Dept., answered directly to CEO; Handled employment, corporate, transactional / contract matters; Coordinated with outside counsel U.S.D.C., Northern Div. (S.F.) (1990) Appointed by Trial Judge Peckham to second chair for <i>pro per</i> Defendant (homicide & mail fraud); Also assisted with same <i>pro per</i>'s state writs (Alameda Co.); liaison for <i>pro per</i> with State Attorney General staff (writs); AUSDA, Secret Service, & US Marshals (federal trial) Mayoras & Hittle (1986-1990) Software firm (Business Partner w/IBM): Legal Application Specialist Boone Co. Superior Court II (Indiana; 1984 – 1986): Chief Probation Officer</p>
EDUCATION	<p>GOLDEN GATE UNIVERSITY (S.F.), SCHOOL OF LAW (J.D.; 1994) PURDUE UNIVERSITY (IN) (1981): B.A., Poli Sci; B.A., Criminal Justice</p>
COMMUNITY	<p>Member & Vice Chair, Administrative Board of Appeals (Antioch); Served 4+ years</p>
HONORS	<ul style="list-style-type: none"> * <i>American Jurisprudence Award</i> (Legal Research & Writing) * <i>G.G.U. Dean's List</i>, 4 Semesters * <i>National Dean's List</i>, 1993-1994 * <i>First in class in G.G.U. :Sports Law (included collective bargaining) & Legal Research & Writing</i>
INTERNSHIPS	<ul style="list-style-type: none"> * <i>Judge Pollak; S.F. Superior Ct. (Writs & Receivers; 1992); Offered internship after long list of interviews; reluctantly declined due to employment conflict</i>

RECEIVED

MAY 30 2012

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: July 12, 2012

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION Board of Administrative Appeals

PRINT YOUR NAME Gerald Maurice Jennings "Maurice"

ADDRESS _____ CITY Antioch

ZIP CODE 94509 PHONE (H) _____ (W) _____

E-MAIL ADDRESS _____

EMPLOYER Retired: City of Concord

ADDRESS 1350 Galindo Street CITY Concord

OCCUPATION _____

YEARS LIVE IN THE CITY OF ANTIOCH 23 years

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

1. Served on the Administrative Appeals Board in the past -familiar with regulations and enforcement
2. Currently have the available time to serve the community
3. Ability to apply fairness to rules and regulations of the City of Antioch and to work w/others

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD/COMMISSION? Yes

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD/COMMISSION? (If yes, please explain) Served as a member of the Administrative Appeals and chair for five years.

WHAT SKILLS/KNOWLDEGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING? _____

I have numerous years of experience serving the City of Concord in the capacity as a police officer and subsequently in the police/supervisory capacity. I also have a wealth of experence in objectively enforcing and fairly applying federal, state, and city laws, regulations, and ordinances. As noted above, I have served on this board in the past and can in a sense "hit the ground running."

(Over)

G. Maurice Jennings

Antioch, Ca. 94509

VITAL STATISTICS

Born November 26, 1955
Male, Married, Three Children
US Citizen

SERVICE RECORD

US Army
June 1974 to June 1976
Honorable Discharge

EDUCATION

Associate Arts Degree
Bachelor of Science Degree
M.S. of Public Admin. Degree

Cols. Community College 1978
Ohio Dominican Univ. 1980
Pacific Western Univ. 1994

CERTIFICATES

Peace Officer Standards & Training Certificates for Advanced Officer, Master Sergeant, Basic Supervision & Supervisory, Public Information Officer Certificate, Management and Supervisory Certificates, Legal Update Certificates, Communication and The Media.

PROFESSIONAL EXPERIENCE

I retired from my employment as a police sergeant, with almost 20 years of service, in 2009 from the City of Concord, a city of 125,000. My work experience in the police department of 160+ sworn officers as well as my ten years in the insurance industry includes the following:

Concord Police Dept., Concord, CA

November 2007 - May 2009: Sergeant

Performed supervisory responsibilities of patrol officers. Responsible for daily training, daily updates, traffic investigations, field investigations, critical incidents, crime scene investigations, making decisions regarding appropriate courses of action, etc. Conducted some citizen complaint investigations and investigations forwarded from internal affairs. Responsibility also entails ensuring that community policing projects are performed.

Concord Police Dept., Concord, CA

July 2007 - October 2007: North District Commander

Responsible for managing police services in the Northern District. Provides direction and support to sergeants, district officer, and officers, aids in determining priorities & deployment. Establishes liaisons with formal community organizations, attends community meetings, acts as a facilitator, and liaison between the department and community. Play an active role in the furtherance of community-oriented government and the implementation of community policing efforts.

Concord Police Dept., Concord, CA

January 2006 - July 2007: Sergeant

Perform supervisory responsibilities within the Youth Services (Juvenile) Bureau. Responsible for the supervision of five sexual assault investigators, gang coordinator, administrative clerk and five School Resource Officers. The investigators and SRO's investigate child abuse, rape, child custody, ensure investigations are in compliance with law, murder, sexual abuse, and other juvenile related crimes.

Concord Police Dept., Concord, CA

January 2004 - January 2006: Sergeant

Perform supervisory responsibilities within the Community Action & Awareness Bureau. Supervision of crime analysts, live scan technicians, volunteer coordinator, and senior analyst. Responsible for crime analysis data, Homeland Security, producer of Crime Prevention Street Smart television program, volunteer functions, etc. Responsible for maintaining liaison with the public via direct contact or Teleminder system and daily/weekly contact with the local media.

Concord Police Dept., Concord, CA

January 2003 - December 2003: Sergeant

Performed supervisory responsibilities of patrol officers. Responsible for daily training, daily updates, field investigations, critical incidents, crime scene investigations, making decisions regarding appropriate courses of action, etc. Responsibility also entails ensuring that community policing projects are performed.

Concord Police Dept., Concord, CA

January 2002 - January 2003: Corporal

Performed some generalist assignments via first response to crime scenes, through investigations and onto final dispositions. Responsible for regular updated and new training criteria for Patrol Officers. Also responsible for community policing projects for the entire squad. Responsibilities also include performing supervisory duties while the Sgt. is and is not on duty. Including making decisions regarding appropriate courses of action without direct supervision.

Concord Police Dept., Concord, CA

July 2001 - December 2001: Patrol Officer

Performed generalist assignments via first response to crime scenes, through investigations and onto final dispositions. Prepared reports for use in evaluating and prosecution of criminal cases.

Responsibilities included making decisions regarding appropriate courses of action without direct supervision.

Concord Police Dept., Concord, CA

July 1996 - July 2001: Detective/School Resource Offcr.:

Currently assigned to the Youth Services/Juvenile Bureau. Responsible for investigating reported incidents and/or offenses that occur on or near assigned school campuses. Investigations include, but are not limited to, the following: Gang related activities, batteries/assaults, deadly weapons violations drug offenses, rapes, threats, burglary/theft, shoplifting and runaway juveniles. Disposition of juvenile offenders are generally determined by the officer through diversion programs, social services, probation, and other community resources. Responsibilities also include various school presentations to faculty and staff on such topics as child abuse reporting laws, drug abuse recognition, and gang awareness. (Informing the public of CPD Youth related activities & events).

Concord Police Dept., Concord, CA.

Nov. 1995 - June 1996: Public Information Officer:

In this temporary assignment, some of my responsibilities included being the spokesperson for the police department and the city. I was also involved in developing and implementing a comprehensive public information, communications, and marketing program concerning police department, city issues, and activities. I was responsible for editing and writing articles in the police and city newsletters.

Concord Police Dept., Concord, CA

Jan. 1995 - Nov. 1995: Detective/School Resource Offcr.:

Assigned to the Youth Services/Juvenile Bureau. Responsible for investigating reported incidents and/or offenses that occur on or near assigned school campuses. Investigations include, but are not limited to, the following: Gang related activities, batteries/assaults, deadly weapons violations drug offenses, rapes, threats, burglary/theft, shoplifting and runaway juveniles. Disposition of juvenile offenders are generally determined by the officer through diversion programs, social services, probation, and other community resources. Responsibilities also include various school presentations to faculty and staff on such topics as child abuse reporting laws, drug abuse recognition, and gang awareness.

Concord Police Dept., Concord, CA

May 1991 - Dec. 1995: Patrol Officer

Performed generalist assignments via first response to crime scenes, through investigations and onto final dispositions. Prepared reports for use in evaluating and prosecution of criminal cases. Responsibilities included making decisions regarding appropriate courses of action without direct supervision.

Concord Police Dept., Concord CA

Nov. 1990 - May 1991: Police Academy & Intern

Performed police intern assignments on a part-time basis for several months until assuming a position within the police academy.

Aetna Life Insurance Company, Walnut Cr., CA.

Aug. 1989 - Oct. 1990: Sr. Mktg. Financial Consult.
Responsible for financial programs for large custom group clients. (i.e.; 1000+ lives & \$8 million+ in premium.) Provided risk consulting, financial planning, new customer quotes on 200 + lives, preparing financial & benefit proposals, HMO conceptual analysis of benefit programs.

Aetna Life Insurance Company, Walnut Cr., CA.

Jan. 1985 - July 1989: Underwriting Administrator
Managed underwriting of all insurance programs of over 200 lives. Knowledgeable in state & federal employer requirements. Review of client contracts, provided progressive HR generalist experience and management support to underwriters. Established annual department budget and conduct presentations to customers/prospects. Recruited and trained underwriting staff.

The Underwriting Administrator is responsible for supervising between 11-12 underwriters. Responsible for ensuring that underwriters:

- o Underwrite block of business using basic knowledge of risk assessment, pricing components, Aetna's products/services, funding methods and underwriting guidelines. Ensures that the product (medical, dental, vision, life, long term disability, etc.) are claims processable for claim adjudication via claims offices.
- o Underwriters develop premium and creates financial exhibits using prior claim experience, rating tools and data sources while assessing accuracy of data and applying underwriter judgment as warranted
- o Analyzes results for reasonability and makes decision about how to proceed
- o Makes recommendations for plan changes and rate impact based on financial analysis, underwriting principals and business strategy
- o Manages multiple tasks and effectively prioritizes work
- o Underwriters may assist the Underwriting Administrator with team projects by providing information and collecting data
- o Supports and identifies process improvement through automation or change
- o Communicates technical and financial concepts to internal constituents both verbally and in writing
- o Collaborates and shares information cross functionally with internal constituents. The Administrator is also responsible for selecting and retaining high caliber, diverse talent able to successfully achieve or exceed business goals. Builds a cohesive team that works well together.

Aetna Life Insurance Company, Pgh., PA.

Mar. 1982 - Dec. 1984: Group Claims Supervisor
Assisted and conferred with customers concerning claim determination of medical, dental, disability, etc. Management of processing & administrative staff. The claims supervisor is responsible for supervising between 10-15 claims processors. The supervisor is

responsible for ensuring that claims processors review claims information to determine the nature of a members' illness or injury. The claims processors make claim payment decisions, proactively make outbound calls to providers for additional information to make correct claim payment, identify claim cost management opportunities and refer claims for follow up.

Aetna Life Insurance Company, Cols., OH.

May 1980 - Feb. 1982: Management Team

Participated in the on-site analysis of Group Claim office performance. Incorporated travelling to claim offices throughout the country and conducting audits on claims processed.

ORGANIZATIONS/AFFILIATIONS

California Public Information Official Association
National Public Information Officers Association
Contra Costa Police Athletic Association
Concord Police Officers Association
Contra Costa Black Police Officers Association
National School Resource Officers Association

PERSONAL DETAILS/TRAINING

Selected by Peers and Faculty - 1979 Achievement award winner.
Selected by the US Jaycees - 1980 Outstanding Young Men of America.
Vice-President of "College Funds For the Needy" 1986 - 1992.
(Non-profit organization)
Aetna Management Seminars 1984-1989
Selected as WHO's WHO in California - 1989
Aetna's Western Home Office - EEO Coordinator 1987-1988
Vice Pres., 114th Police Academy Class
City of Concord "Extra Mile Award" - 1997
Sexual Assault School (40 Hrs.) - 1998
Search Warrant School (40 Hrs.) - 1998
Child Abuse School (40 Hrs.) - 1998
POST: Supervisory School (40 Hrs.)- 2003
Homeland Security Buffer Zone Protection School (40 Hrs.) - 2004
Tactical Negotiations School (40 Hrs.)- 2004
Supervisory Leadership Institute (SLI) - 6/05-1/06
Officer Involved Shooting Course (40 Hrs.)- 4/06
Concord Police Department's Superior Performance Awards - 1996 - 2000
Community Policing Training by Environmental Design (20 Hrs.) - 1999
Police Service Commendations - 1996-1998
Concord Police Department Recruitment Committee (Co-Chair 1999) - 1998 - 2003
Nominee for the Mt. Diablo Unified School District Safe Streets & Drug Free Task Force Award - 1999

Law Advisory Group Certificate (6 Hrs.) - 1999
Nominee for the Mt. Diablo Unified School District Safe Streets &
Drug Free Task Force Award - 2000
National School Resource Officers Conference (28 Hrs.) - 2000
NASRO Individual Award Nominee - 2000
Award recipient of the Mt. Diablo Unified School District Safe
Streets & Drug Free Task Force Award - 2001
City of Concord "Partnership Award" - 2001
Outstanding Achievement Award from San Quentin State Prison
"SQUIRES" - 2001
Recipient of the Contra Costa County Juvenile Justice &
Prevention Commission Award - 2002
Board of Director (Contra Costa County Police Athletic
Association 2002 - 2004)
City of Antioch Administrative Appeals Board 2002-2008
(Chairperson) - 2008
Meal On Wheels Volunteer: 2010-present

A.A. Degree: Law Enforcement, B.A. Degree: Criminal Justice/Pre Law,
Master Degree: Public Administration (Accepted to JFK School of Law
1998)

REFERENCES

Available Upon Request

**POLICE
CRIME
PREVENTION
COMMISSION**

JUN 12 2012

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: - CURRENT VACANCY -

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION POLICE CRIME PREVENTION COMMISSION

PRINT YOUR NAME DICK AUGUSTA

ADDRESS _____ CITY ANTIOCH

ZIP CODE 94509 PHONE (H) _____ (W) RETIRE

E-MAIL ADDRESS _____

EMPLOYER RETIRE - CHP

ADDRESS _____ CITY _____

OCCUPATION _____

YEARS LIVE IN THE CITY OF ANTIOCH 72 YEARS - BORN IN ANTIOCH

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

- ① LAW ENFORCEMENT EXPERIENCE & BACKGROUND
- ② INTEREST IN NEIGHBORHOOD WATCH AS ONE OF 'BLOCK CAPTAINS'.
- ③ CONCERN, AND INTEREST IN MY HOME COMMUNITY.

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD/COMMISSION? YES

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD/COMMISSION? (If yes, please explain) -YES-

I WAS ONE OF THE '1ST MEMBERS' OF THIS COMMISSION WHEN IT INITIALLY STARTED SEVERAL YEARS AGO.

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING? _____

MY LAW ENFORCEMENT EXPERIENCE WOULD BE (AND IS) AN IMPORTANT PLUS. I HAVE EXPERIENCE IN PRESENTING PROGRAM RE N.W. TO CITIZENS STARTING A N.W. PROGRAM.

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

I THINK MY INTEREST, AND POSSIBLE SKILLS, PREVIOUSLY MENTIONED ARE SUFFICIENT. I CAN'T THINK OF ANY OTHER RELEVANT REASONS.

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS.

CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME? YES (MONDAY EVES?)

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

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

THE TOP THREE/FOUR CANDIDATES WILL UNDERGO A BACKGROUND CHECK BY THE ANTIOCH POLICE DEPARTMENT PRIOR TO APPOINTMENT.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
P.O. BOX 5007
ANTIOCH, CA 94531-5007

Dick Augusta

Signature

6-08-12

Date

If you would like to be considered for future openings on Boards or Commission, please check the appropriate lines(s) and return to City Hall. You will be notified when an opening occurs.

- _____ Board of Administrative Appeals
- _____ Building Board of Appeals
- _____ Economic Development Commission
- _____ Investment Advisory Committee
- _____ Parks and Recreation Commission
- _____ Planning Commission
- Police Crime Prevention Commission
- _____ Youth Commission

How did you learn of this opening?

Word of Mouth _____ Channel 26 _____ Newspaper: _____
If website, name of site: City of Antioch _____
Other? Website Address: _____

Name: DICK AUGUSTA
Address: _____
Phone: work: RETIRED home: _____

Please mail to: City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

RECEIVED

JUL 09 2012

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: July 12, 2012

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION Police crime prevention Commission

PRINT YOUR NAME Hector A. Bonilla

ADDRESS _____ CITY Antioch

ZIP CODE 94509 PHONE (H) _____ L _____ (W) _____

E-MAIL ADDRESS _____

EMPLOYER United Airlines

ADDRESS 780 McDonnell Rd CITY South SAN Francisco

OCCUPATION RAMP Serviceman

YEARS LIVE IN THE CITY OF ANTIOCH 7

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

Having served in a public safety role for educational institutions,
I'm interested because I care about safety issues in the
city because my family lives here. Also, because when I
talk to my neighbors it is usually about safety concerns, & I believe in serv

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD/COMMISSION? NO

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS
BOARD/COMMISSION? (If yes, please explain) NO

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON
THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING? I have the unique
combination of having a public safety background & a background
in government having formerly been an intern to a state
senator, as well as an advisor to a member of the SF
Juvenile Probation Commission. I am able to understand
public safety issues from the administrative level all the
way down the chain of command (over) to the perspective of an on-duty
officer on his/her beat. I am also a bridge builder & work
very well with others.

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

Having lived in Antioch for the last seven years, I have seen and been a part of the changes that this city has experienced. Sadly, due to the economy, some of these changes have led to crime becoming a bigger issue of concern in our neighborhoods. My family chose Antioch because this is a great city for families. I want to participate in ensuring that Antioch is a place where families can continue feeling safe.

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS.

CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME? Yes

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

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

THE TOP THREE/FOUR CANDIDATES WILL UNDERGO A BACKGROUND CHECK BY THE ANTIOCH POLICE DEPARTMENT PRIOR TO APPOINTMENT.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
P.O. BOX 5007
ANTIOCH, CA 94531-5007



Signature

07/06/2012
Date

If you would like to be considered for future openings on Boards or Commission, please check the appropriate lines(s) and return to City Hall. You will be notified when an opening occurs.

- _____ Board of Administrative Appeals
- _____ Building Board of Appeals
- _____ Economic Development Commission
- _____ Investment Advisory Committee
- _____ Parks and Recreation Commission
- _____ Planning Commission
- _____ Police Crime Prevention Commission
- _____ Youth Commission

How did you learn of this opening?

Word of Mouth _____ Channel 26 _____ Newspaper: _____

If website, name of site: City of Antioch _____

Other? Website Address: _____

Name: Hector A. Bonilla _____

Address: _____

Phone: work: _____ home: _____

Please mail to: City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

Hector Augusto Bonilla

Antioch, CA 94509

EDUCATION

UNIVERSITY OF SAN FRANCISCO, San Francisco, CA

May 2007 B.A. POLITICAL SCIENCE MINOR PHILIPPINE STUDIES

CITY COLLEGE OF SAN FRANCISCO, San Francisco, CA

May 2004 A.A CRIMINAL JUSTICE

Additional Training

2001- California Police Officers Stander and Training PC832 Laws Of Arrest

COMMUNICATIONS

- Strong public speaking skills
- Fluent in both oral and written Spanish
- Experience with Hispanic media outreach
- Strong interpersonal skills

NON-PUBLIC SAFETY EXPERIENCE

Current- United Airlines- Ramp Serviceman

2011- Alaska Airlines- Customer Service Agent

2009-JetBlue Airlines- Airport Operation Crew

Public Safety Experience

University of California-Berkeley

2012- Security Patrol Officer

- Responsible for maintaining a safe and secure environment for CAL faculty, students, and staff.
- Enforced parking regulation throughout the college.
- Interacted directly with CAL faculty , students , and staff regarding safety concerns, parking regulations, and public safety self defenses seminars.

University of San Francisco

2004-2006 Public Safety Community Service Officer

- Responsible for maintaining a safe and secure environment for USF faculty, students, and staff.
- Enforced parking regulation throughout the college.
- Interacted directly with USF faculty , students , and staff regarding safety concerns, parking regulations, and public safety self defenses seminars.

City College of San Francisco

2002- 2004 San Francisco Special Police Officer

- Responsible for maintaining a safe and secure environment for CCSF faculty, students, and staff.
- Enforced parking regulation throughout the college.
- Interacted directly with City College faculty , students , and staff regarding safety concerns, parking regulations, and public safety self defenses seminars.

Stonestown Galleria

2000-2001-Shopping mall security officer

Internships

2008- Law Office of Ricci and Sprouls

2007- Office of State Senator Leland Yee

2003- San Francisco Juvenile Probation Commission

AWARDS

2006- National Peace Officers Association Scholarship

2005- Univision Media "Exsito Escolar" Scholarship

2005- American Education Foundation Leadership Scholarship

RECEIVED

JUL 16 2012

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: Thursday / July 12

APPLICATION FOR COMMUNITY SERVICE

NAME OF BOARD OR COMMISSION Police Crime Prevention Commission

PRINT YOUR NAME Michael Gadams

ADDRESS _____ CITY _____

ZIP CODE 94531 PHONE (H) _____ (W) _____

E-MAIL ADDRESS _____

EMPLOYER Bay Area Home Sales + Evaluations

ADDRESS _____ CITY _____

OCCUPATION Real Estate

YEARS LIVE IN THE CITY OF ANTIOCH 3 1/2 years

LIST THE THREE (3) MAIN REASONS FOR YOUR INTEREST IN THIS APPOINTMENT:

Being involved with community
Get to know City of Antioch's Employees + how it works
VERY Interested in being part of change for the better
(always looking for new ideas even when things are working)

HAVE YOU ATTENDED ANY MEETINGS OF THIS BOARD/COMMISSION? No

HAVE YOU HAD ANY PREVIOUS CITY COMMUNITY SERVICE ON THIS BOARD/COMMISSION? (If yes, please explain) No

WHAT SKILLS/KNOWLEDGE DO YOU HAVE THAT WOULD BE HELPFUL IN SERVING ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING?

- Team player
- Good Work Ethic
- Good real estate knowledge of how lower/higher crime impacts real estate.

(Over)

PLEASE INDICATE ANY FURTHER INFORMATION OR COMMENTS YOU WISH TO MAKE THAT WOULD BE HELPFUL IN REVIEWING YOUR APPLICATION.

- Look forward to making a positive impact in some way.
- No Bankruptcy, Foreclosure, or Criminal Conviction
- I have no problem providing or allowing criminal background, credit check, etc.

PLEASE READ THE ATTACHED GENERAL INFORMATION REGARDING BOARDS AND COMMISSION SO YOU ARE AWARE OF THE DUTIES, TIME AND FREQUENCY OF MEETINGS.

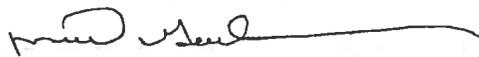
CAN YOU ATTEND MEETINGS AT THE DESIGNATED TIME? Yes

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

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

THE TOP THREE/FOUR CANDIDATES WILL UNDERGO A BACKGROUND CHECK BY THE ANTIOCH POLICE DEPARTMENT PRIOR TO APPOINTMENT.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
P.O. BOX 5007
ANTIOCH, CA 94531-5007



Signature

7/10/12

Date

If you would like to be considered for future openings on Boards or Commission, please check the appropriate lines(s) and return to City Hall. You will be notified when an opening occurs.

- Board of Administrative Appeals
- Building Board of Appeals
- Economic Development Commission
- Investment Advisory Committee
- Parks and Recreation Commission
- Planning Commission
- Police Crime Prevention Commission
- Youth Commission

How did you learn of this opening?

Word of Mouth _____ Channel 26 _____ Newspaper: _____
If website, name of site: City of Antioch _____
Other? Website Address: _____

Name: Mike Gadows

Address: _____

Phone: work: _____ home: _____

Please mail to: City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

Resume For Michael Gadams

Born: Chicago, Illinois. 12/15/1961

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

- Major in Biology
- Minor in Chemistry/Math
- Graduated with Degree in 1984.

Residence: 5047 Wittenmeyer Court, Antioch, CA 94531. Residence of Antioch since May of 2008.

Frito Lay Manager/Dallas Texas: 1984-1986

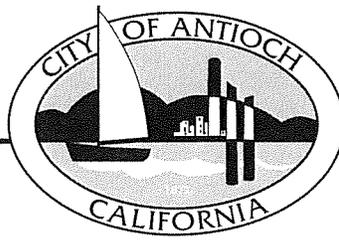
Clorox Distribution Manage/ Tampa Florida: 1986-1988

Clorox Senior Planning Engineer/Oakland California: 1988-1990

Residential Real Estate Broker: 1990- Present

Extra Curricular Activities:

- Basketball Coach
- Dale Carnegie Human Relations and Personal Skills Assistant Coach
- Golfing



STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF JULY 24, 2012

SUBMITTED BY:

Donna Conley, City Treasurer

A handwritten signature in black ink, appearing to be "DC", is written over the printed name "Donna Conley".

DATE:

July 18, 2012

SUBJECT:

Presentation of Investment Report by PFM (Public Finance Management)

RECOMMENDATION:

Review and file.

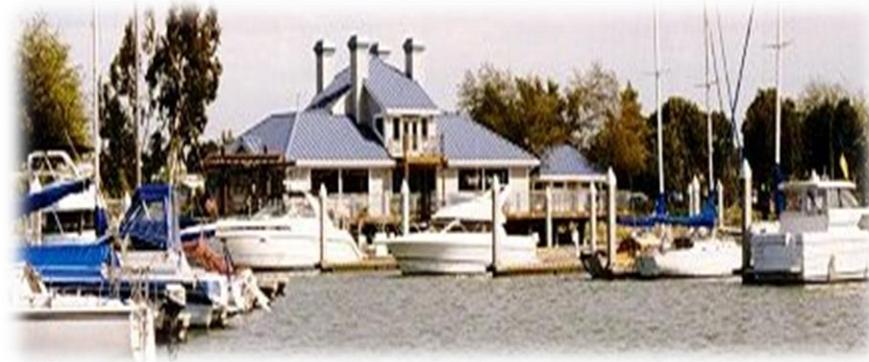
BACKGROUND:

On September 27, 2011 the City Council approved to disband the Investment Advisory Committee. In order to keep the City Council and the public informed on investment transactions, PFM (Public Finance Management) will be making investment presentations to the City Council at meetings in January and July of each year.

3

7-24-2012

City of Antioch



Second Quarter 2012 Review of Portfolio July 24, 2012

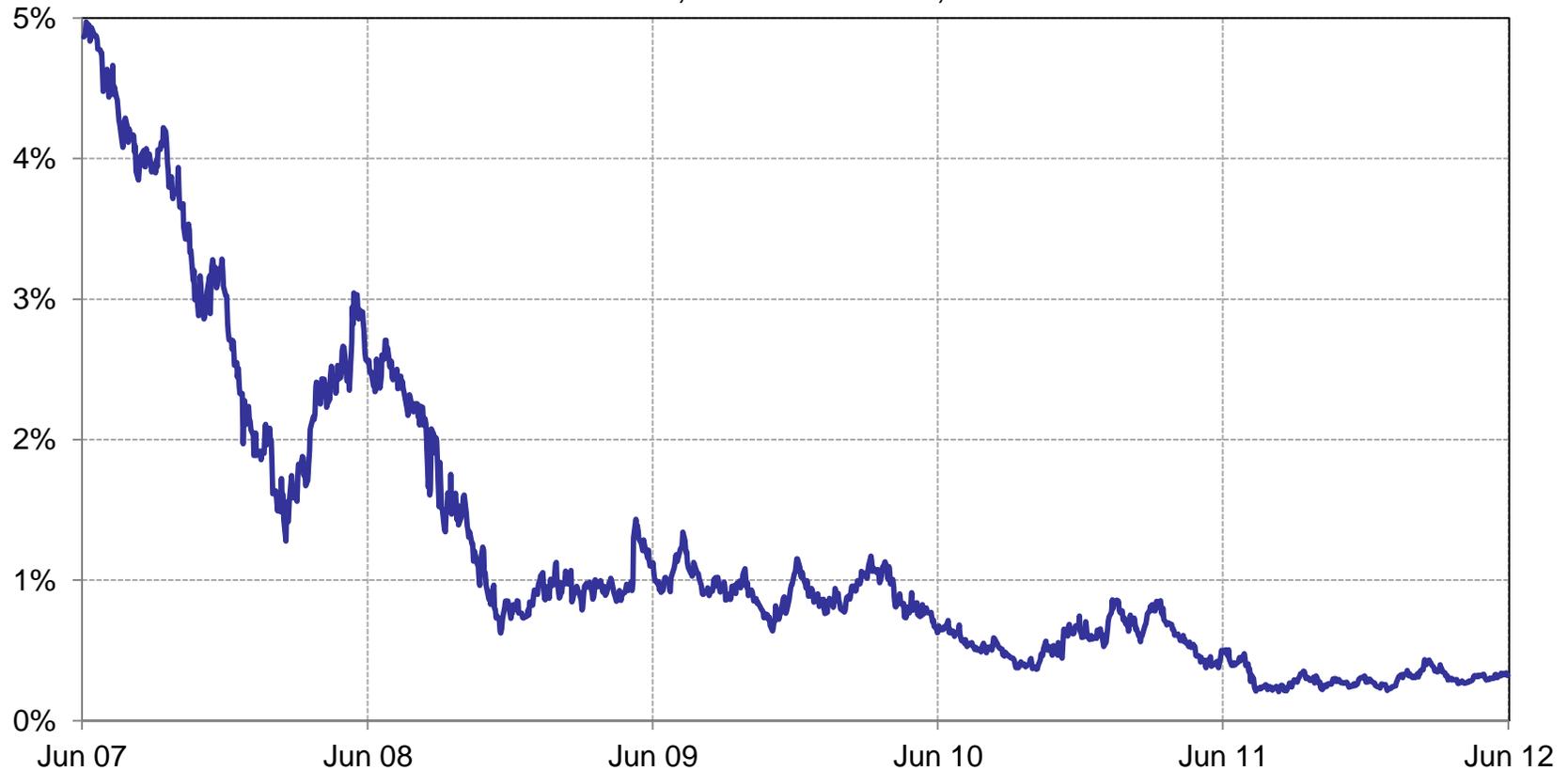
Nancy Jones, Managing Director
Sarah Meacham, Senior Managing Consultant
PFM Asset Management LLC
50 California Street, Suite 2300
San Francisco, CA 94111
415-982-5544



Yields Remain Low

- The 2-year U.S. Treasury has been under 0.50% for the past year and recently has traded between 0.20% and 0.30%.

2-Year U.S. Treasury Yields
June 30, 2007 – June 30, 2012



Source: Bloomberg



Agency Spreads Widened

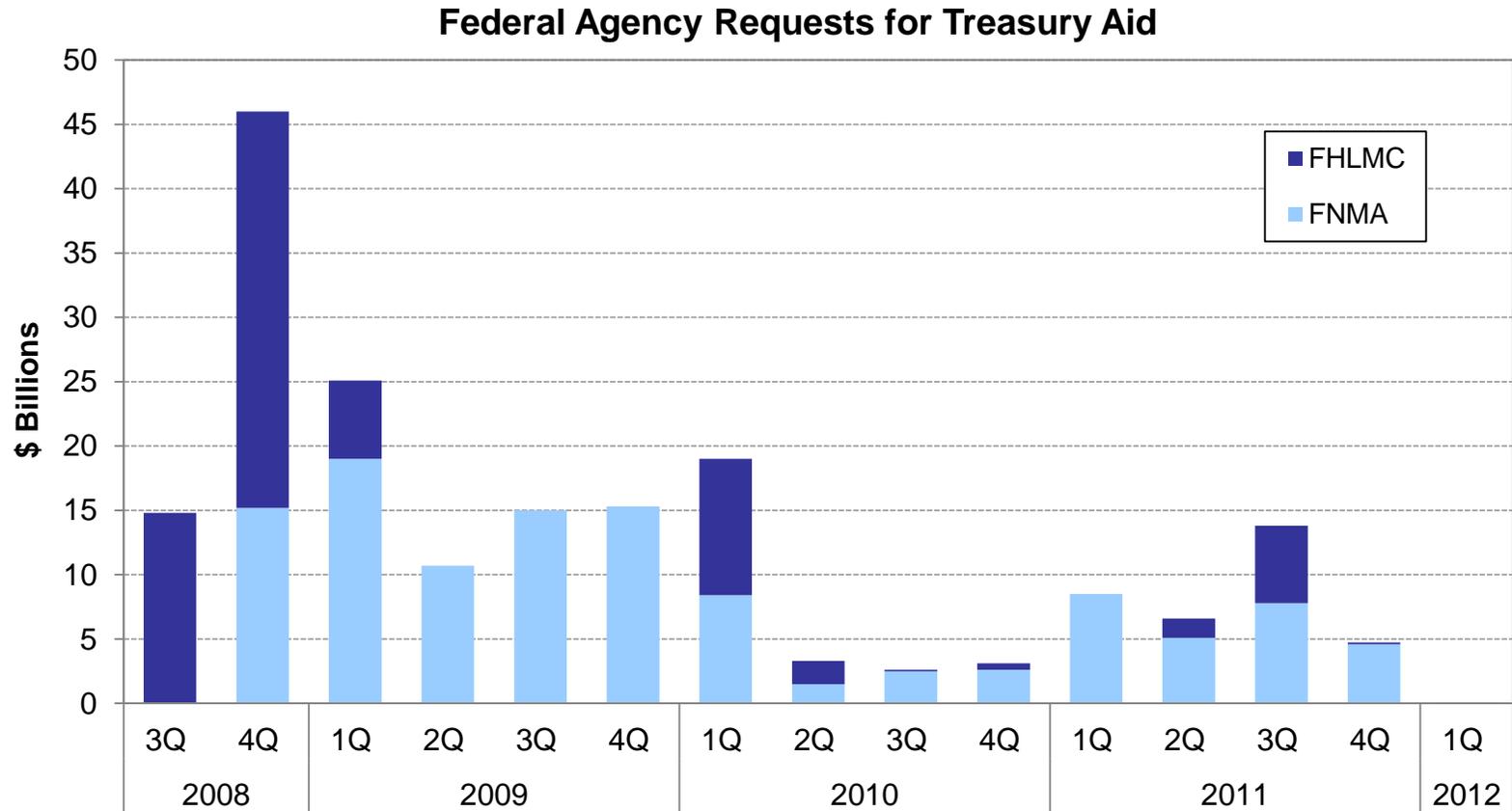
- Agency spreads widened in April and May as Treasury yields fell due to the flight-to-quality, and narrowed slightly during June when Treasury yields stabilized.



Source: Bloomberg



Fundamentals Still Strong for Agency Bonds

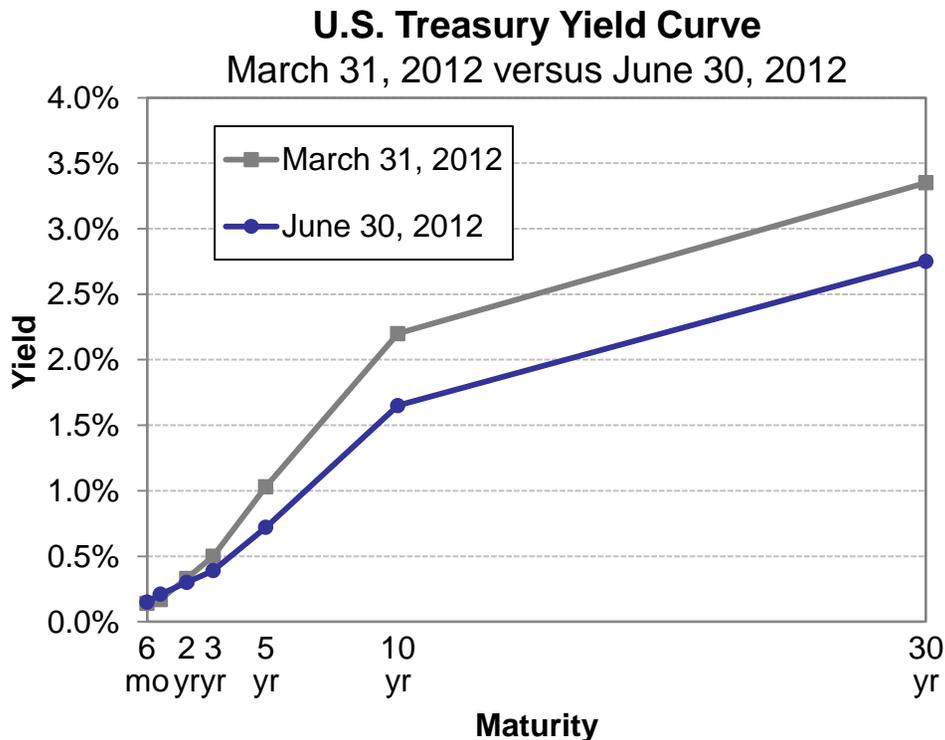


Source: Fannie Mae and Freddie Mac



Longer-Term Yields Have Plummeted Due to Investor Flight-to-Quality

- Fears surrounding the future of Greece and other debt-ridden European countries such as Spain, Italy, and Ireland have caused investors to flock to the safety of U.S. Treasuries, which has caused yields to fall.
- The Fed’s “Operation Twist” program has also put downward pressure on longer-term yields.



Source: Bloomberg

	March 31, 2012	June 30, 2012	Change
3 month	0.04%	0.08%	+0.04%
6 month	0.14%	0.15%	+0.01%
1 year	0.17%	0.21%	+0.04%
2 year	0.33%	0.30%	-0.03%
3 year	0.50%	0.39%	-0.11%
5 year	1.03%	0.72%	-0.31%
10 year	2.20%	1.65%	-0.55%
30 year	3.35%	2.75%	-0.60%



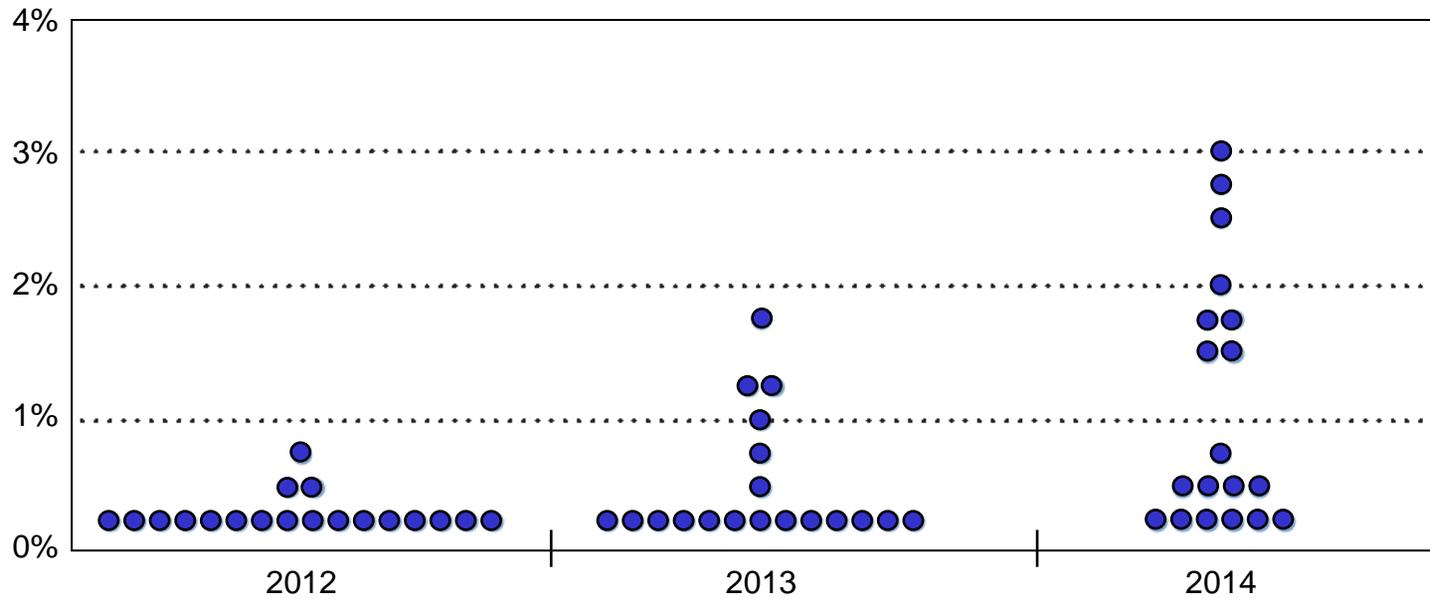
Highlights of FOMC June 20 Meeting

- The FOMC announced that it would extend “Operation Twist” through the end of 2012.
 - The program was originally scheduled to end in June.
 - Represents an additional \$267 billion of long-term Treasuries purchases.
 - Keeping “Operation Twist” in place “should put downward pressure on longer-term interest rates and help to make broader financial conditions more accommodative.”
- The FOMC said that it plans to hold its overnight rate at between 0.00%-0.25% and is expected to do so until late 2014. Only one of the 12 voting members voted against keeping the fed funds rate between 0.00% and 0.25%. Richmond Fed President, Jeffrey Lacker, cast the lone dissent, a consistent position at all four meetings this year.
- The Committee lowered their assessment of several economic indicators, including employment, household spending, and inflation.
- The Committee expects economic growth “to remain moderate over coming quarters and then to pick up very gradually.”



Federal Reserve's Look Forward

Targeted Federal Funds Rate at Year-End
FOMC Member Forecasts as of June 20, 2012



Source: Federal Reserve Open Market Committee



Portfolio Complies with Government Code and City's Investment Policy

Security Type	Market Value as of June 30, 2012	Percentage of Portfolio	Permitted by Policy	In Compliance
U.S. Treasuries	\$23,545,533	31%	100%	✓
Federal Agencies	\$29,637,406	38%	100%	✓
Municipal Obligations	\$1,387,479	2%	100%	✓
Negotiable CDs	\$2,609,535	3%	30%	✓
Corporate Notes	\$11,047,615	14%	30%	✓
Money Market Fund	\$61,116	<1%	20%	✓
LAIF	\$9,169,199	12%	\$40 million	✓
Totals	\$77,457,883	100%		



Change in Portfolio Composition

Security Type	Market Value as of 3/31/12	Percentage of Portfolio	Market Value as of 6/30/12	Percentage of Portfolio	Change in Allocation
U.S. Treasuries	\$13,661,294	20%	\$23,545,533	31%	+11%
Federal Agencies	\$29,679,668	45%	\$29,637,406	38%	-7%
Municipal Obligations	\$602,848	1%	\$1,387,479	2%	+1%
Negotiable CDs	\$2,608,124	4%	\$2,609,535	3%	-1%
Corporate Notes	\$10,383,150	16%	\$11,047,615	14%	-2%
Money Market Fund	\$223,456	<1%	\$61,116	<1%	-
LAIF	\$9,160,598	14%	\$9,169,199	12%	-2%
Totals	\$66,319,138	100%	\$77,457,882	100%	-



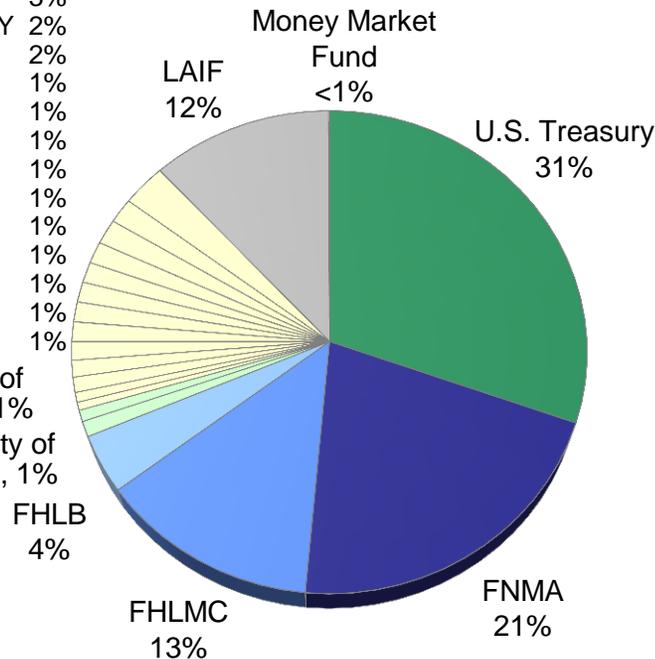
Portfolio Issuer Distribution and Credit Quality

- The portfolio is well diversified and comprises securities with excellent credit quality.

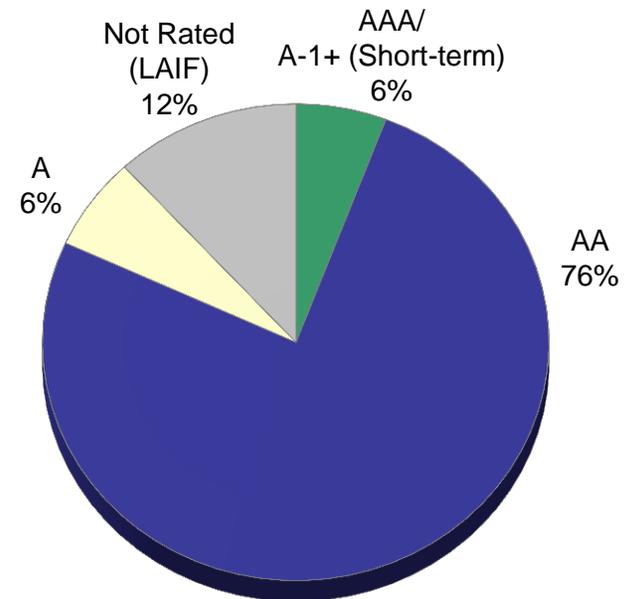
Corporate/CD Issuers

- General Electric CC 3%
- Westpac Banking Corp NY 2%
- Royal Bank of Canada 2%
- IBM Corp 1%
- JP Morgan Chase 1%
- Bank of New York 1%
- Wells Fargo 1%
- Johnson & Johnson 1%
- John Deere CC 1%
- Berkshire Hathaway 1%
- Caterpillar Financial Corp 1%
- Procter and Gamble 1%
- Wal-Mart 1%
- Metro Water District of Southern California, 1%
- City and County of San Francisco, 1%

Issuer Distribution



Credit Quality



- As of June 30, 2012
- Ratings by Standard & Poor's
- Money market fund is rated Aaa by Moody's



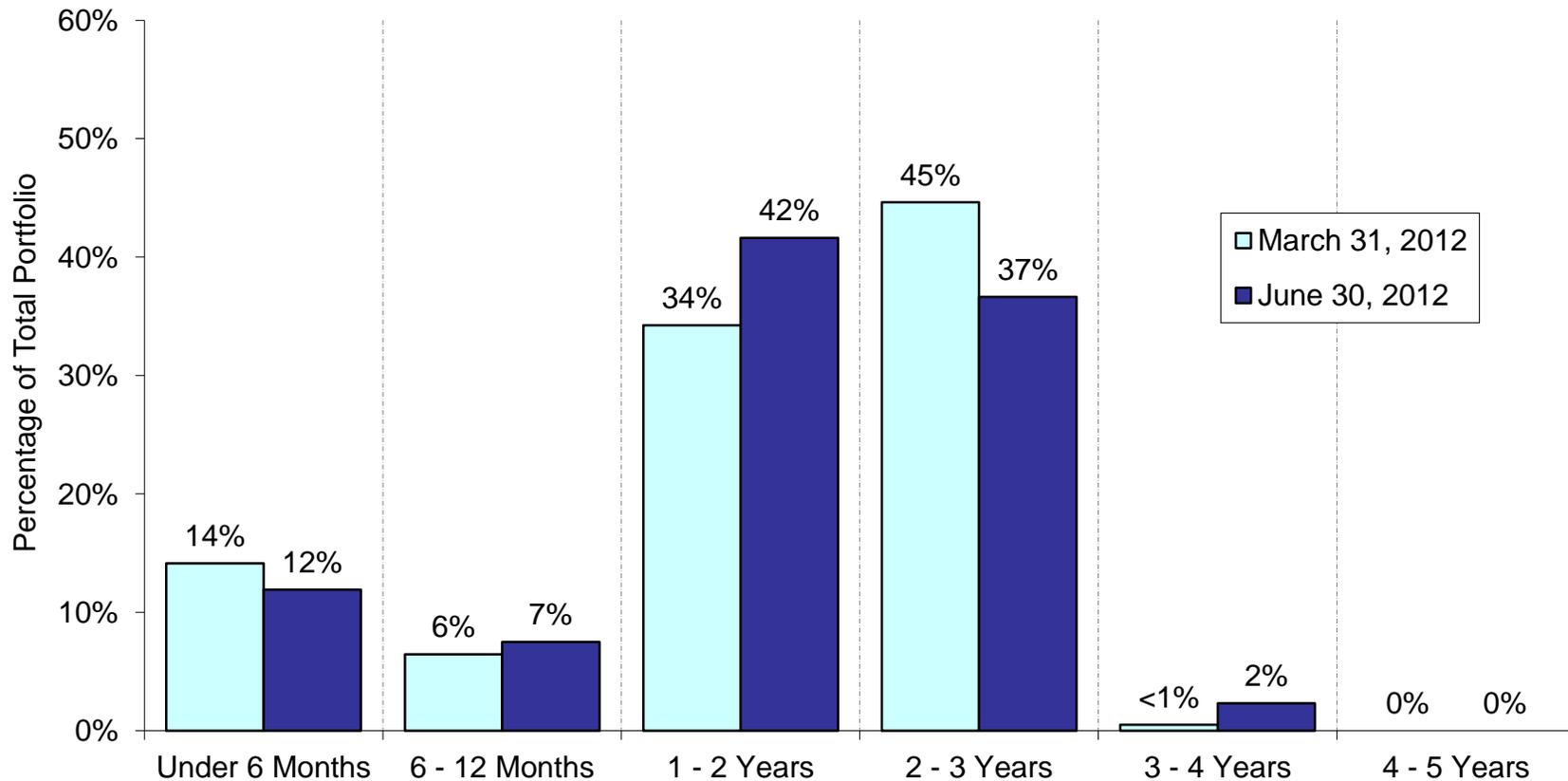
Second Quarter Trades

Settle Date	Action	Issuer	Par	Maturity
4/19/12	Sale	U.S. Treasury Notes	\$1,380,000	3/15/15
4/19/12	Purchase	FNMA Global Notes	\$1,380,000	5/27/15
5/1/12	Purchase	U.S. Treasury Notes	\$2,500,000	2/28/14
5/1/12	Purchase	U.S. Treasury Notes	\$2,500,000	2/28/15
5/29/12	Sale	General Electric CC Corporate Notes (Floating-rate)	\$1,080,000	11/1/12
5/29/12	Purchase	General Electric CC Corporate Notes	\$1,050,000	1/9/15
5/30/12	Sale	FHLMC Notes	\$150,000	3/28/13
5/30/12	Purchase	Caterpillar Financial Corp Notes	\$250,000	5/29/15
6/21/12	Purchase	U.S. Treasury Notes	\$1,500,000	2/28/15
6/21/12	Purchase	U.S. Treasury Notes	\$1,500,000	7/31/15
6/21/12	Purchase	U.S. Treasury Notes	\$2,825,000	7/15/14
6/28/12	Sale	U.S. Treasury Notes	\$575,000	7/1/14
6/28/12	Sale	FNMA Notes (Callable)	\$800,000	5/15/14
6/28/12	Purchase	Metro Water District, California Revenue Bonds	\$225,000	7/1/15
6/28/12	Purchase	Metro Water District, California Revenue Bonds	\$825,000	3/15/15
6/28/12	Purchase	U.S. Treasury Notes	\$1,225,000	9/19/13
6/29/12	Purchase	John Deere CC Global Notes	\$450,000	6/29/15



Portfolio Maturity Distribution

- We generally maintained the portfolio's maturity structure with the focus in the 1- to 3-year maturity range and a small increase in the 3- to 4-year maturity range, as we found value in the longer-end of the steep yield curve.



• Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.



Total Return

- Although Treasuries generally had higher returns than Federal Agencies and corporates in the second quarter, the City's diversified portfolio performed well.
- Over the past year, the City's portfolio has returned 1.15%, which is 36 basis points higher than the benchmark's return.

Total Returns
for periods ending June 30, 2012

	Duration (years)	Past Quarter	Past Year	Past 3 Years	Since Inception
City of Antioch	1.80	0.22%	1.15%	1.46%	4.36%
City's Treasury Benchmark	1.83	0.19%	0.79%	1.68%	4.13%

- Performance on trade-date basis, gross (i.e., before fees) in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
- Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Excludes LAIF in performance and duration computations.
- Performance numbers for periods one year and greater are presented on an annualized basis.
- The benchmark was the 1-Year Treasury Index prior to the third quarter 2001. From the fourth quarter 2001 through the third quarter 2010, 1-3 Year Treasury Index. The benchmark was changed to the 1-Year Treasury Index in the fourth quarter 2010 because of the City's increased cash needs. Beginning February 2011, the benchmark was changed back to the 1-3 Year Treasury index because the City's cash needs have returned to prior levels.



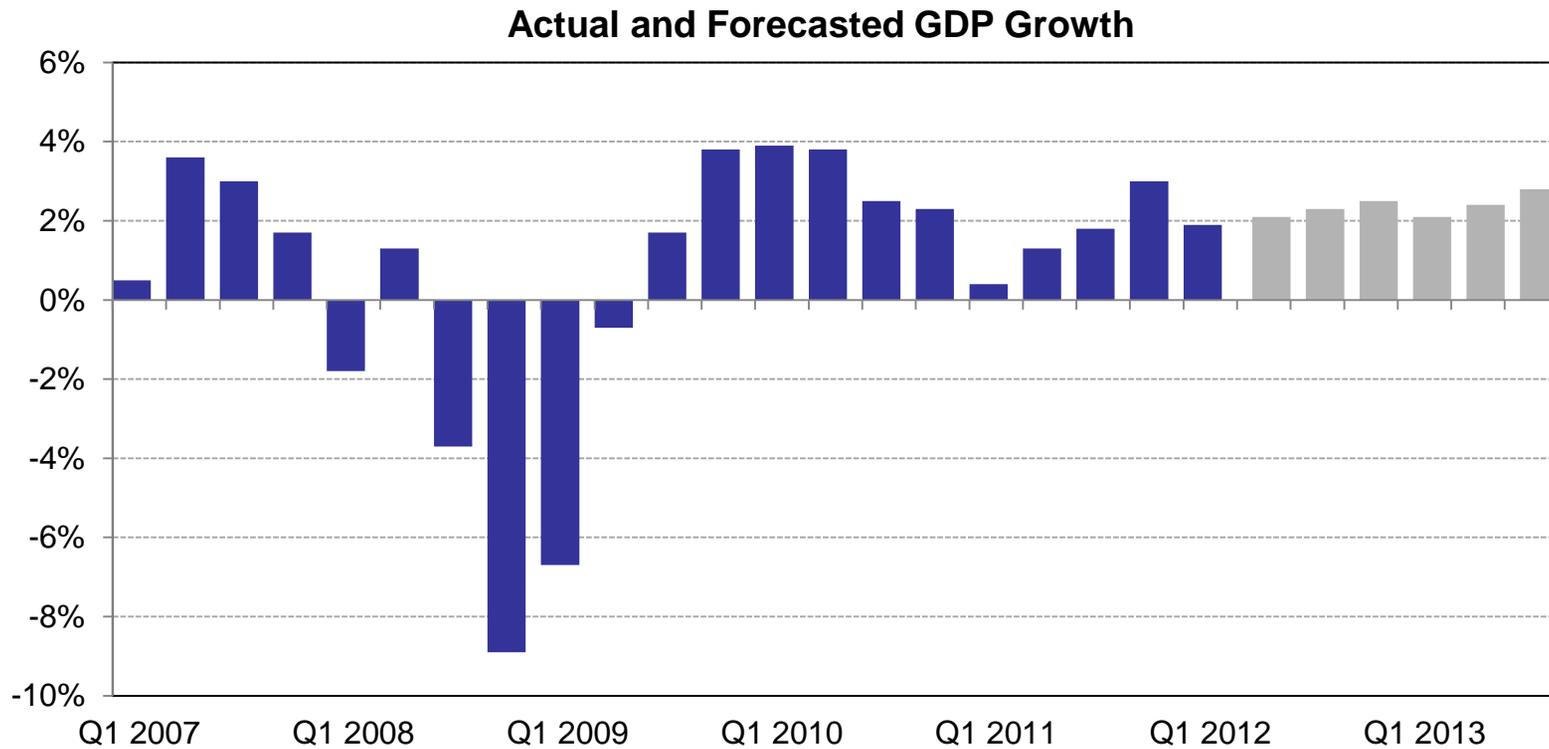
Third Quarter 2012 Investment Strategy

- Rates are expected to remain low for the foreseeable future.
 - Keep portfolio duration near the benchmark
 - Take advantage of market opportunities to extend
- Corporate balance sheets are strong, inputs (commodities) have cheapened, and final demand for goods and services has been steady if only moderate.
 - Add high-quality corporates opportunistically, focusing on new issuance market
- Municipal bonds, taxable/crossover general obligations and essential service bonds, are attractive in terms of the yield available on similarly rated debt.
 - Selectively add to municipal holdings if we find attractive issues



Weaker than Expected Economic Growth

- Real Gross Domestic Product (GDP) growth for the first quarter 2012 was weaker than expected. It was initially released at 2.2%, but was later revised down to 1.9% versus the consensus estimate of 2.6%.

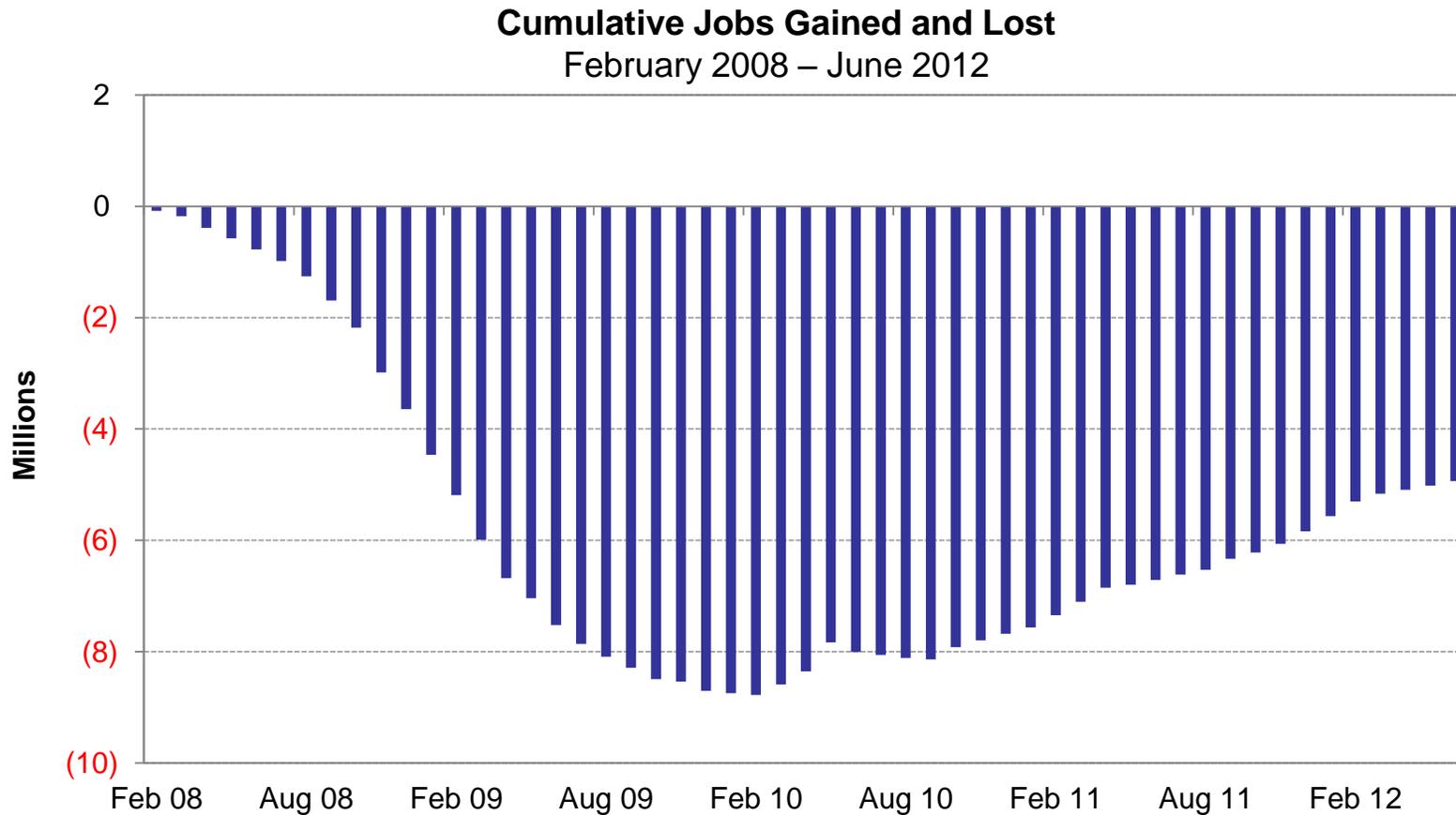


Source: Bloomberg



Job Market Improvement Has Slowed

- The job market has weakened. Unemployment increased in May for the first time since June 2011, weekly initial jobless claims have begun to rise, and net job gains fell to under 100,000 per month in the second quarter.



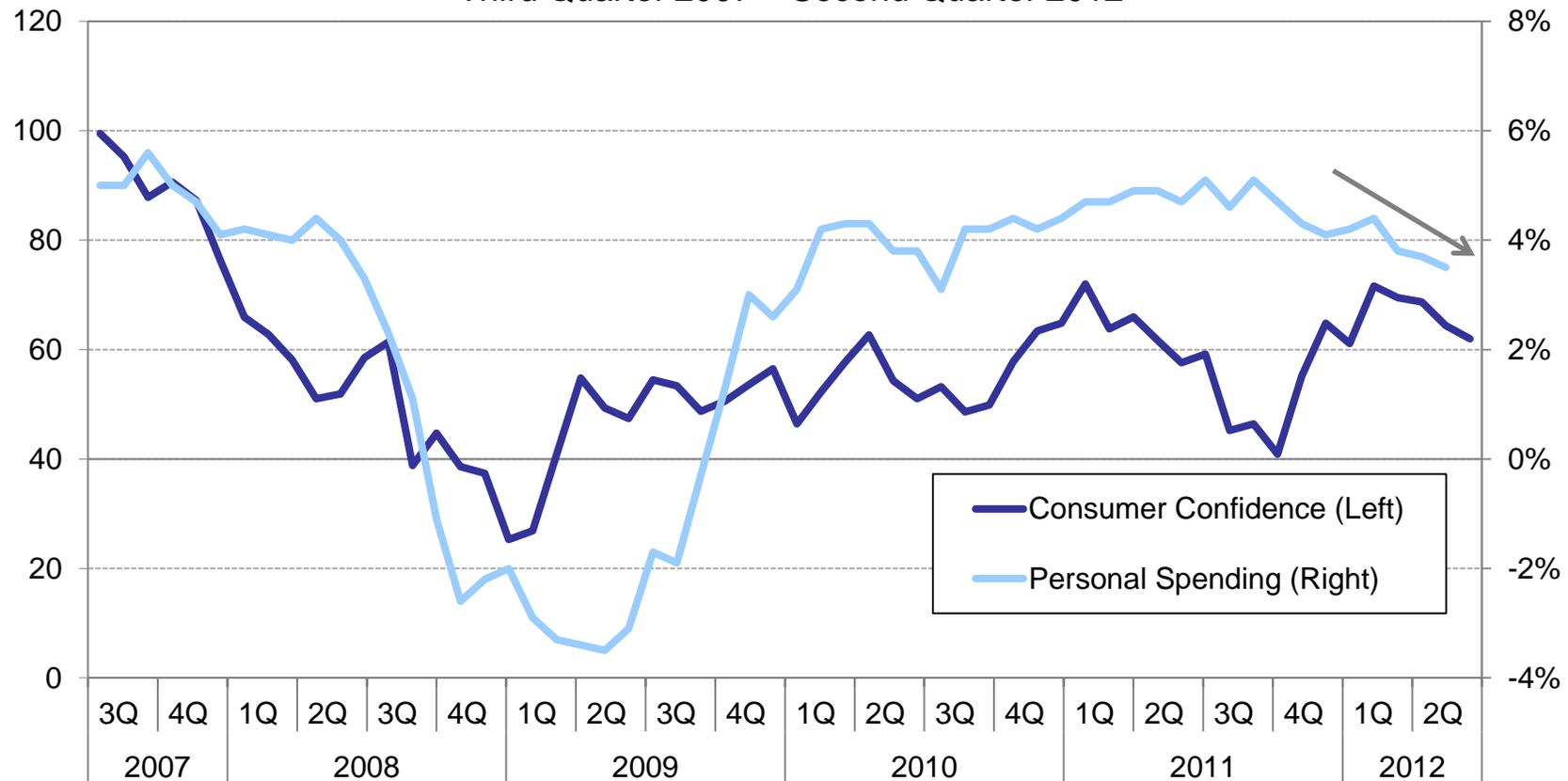
Source: Bloomberg



Lower Consumer Confidence Hit Spending

- In addition to a drop in consumer confidence, according to the National Federation of Independent Business' optimism index, confidence among U.S. small companies dropped in June to its lowest point since October, driven by concern that sales and the economy will deteriorate.

Consumer Confidence vs. Personal Consumption Expenditures
Third Quarter 2007 – Second Quarter 2012



Source: Bloomberg



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2012**

CITY OF ANTIOCH, CA

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 03/02/2009 1.875% 02/28/2014	912828KF6	2,500,000.00	AA+	Aaa	04/30/12	05/01/12	2,573,339.84	0.27	15,667.46	2,566,717.03	2,564,160.00
US TREASURY NOTES DTD 03/31/2009 1.750% 03/31/2014	912828KJ8	3,000,000.00	AA+	Aaa	10/27/11	10/31/11	3,098,085.94	0.39	13,196.72	3,071,101.95	3,074,064.00
US TREASURY NOTES DTD 05/16/2011 1.000% 05/15/2014	912828QM5	3,750,000.00	AA+	Aaa	03/27/12	03/29/12	3,799,511.72	0.38	4,789.40	3,793,561.01	3,796,290.00
US TREASURY NOTES DTD 07/15/2011 0.625% 07/15/2014	912828QU7	575,000.00	AA+	Aaa	11/02/11	11/07/11	579,492.19	0.33	1,658.65	578,411.20	578,279.23
US TREASURY NOTES DTD 07/15/2011 0.625% 07/15/2014	912828QU7	2,825,000.00	AA+	Aaa	06/20/12	06/21/12	2,841,552.73	0.34	8,149.04	2,841,333.70	2,841,110.98
US TREASURY NOTES DTD 09/15/2011 0.250% 09/15/2014	912828RG7	1,150,000.00	AA+	Aaa	10/12/11	10/14/11	1,140,701.17	0.53	843.75	1,142,961.52	1,147,483.80
US TREASURY NOTES DTD 12/15/2011 0.250% 12/15/2014	912828RV4	1,200,000.00	AA+	Aaa	01/05/12	01/06/12	1,195,312.50	0.38	131.15	1,196,080.15	1,196,906.25
US TREASURY N/B DTD 02/15/2012 0.250% 02/15/2015	912828SE1	1,500,000.00	AA+	Aaa	02/22/12	02/27/12	1,492,207.03	0.43	1,411.40	1,493,104.28	1,494,726.00
US TREASURY NOTES DTD 03/01/2010 2.375% 02/28/2015	912828MR8	1,500,000.00	AA+	Aaa	06/20/12	06/21/12	1,578,457.03	0.42	11,907.27	1,577,670.06	1,578,399.00
US TREASURY NOTES DTD 03/01/2010 2.375% 02/28/2015	912828MR8	2,500,000.00	AA+	Aaa	04/30/12	05/01/12	2,639,453.13	0.39	19,845.45	2,631,332.15	2,630,665.00
US TREASURY N/B DTD 03/15/2012 0.375% 03/15/2015	912828SK7	170,000.00	AA+	Aaa	03/13/12	03/15/12	169,428.91	0.49	187.09	169,484.43	169,893.75
US TREASURY N/B DTD 03/15/2012 0.375% 03/15/2015	912828SK7	825,000.00	AA+	Aaa	06/27/12	06/28/12	824,355.47	0.40	907.95	824,357.41	824,484.38
US TREASURY NOTES DTD 08/02/2010 1.750% 07/31/2015	912828NP1	1,500,000.00	AA+	Aaa	06/20/12	06/21/12	1,559,296.88	0.47	10,961.54	1,558,777.35	1,559,413.50
Security Type Sub-Total		22,995,000.00					23,491,194.54	0.38	89,656.87	23,444,892.24	23,455,875.89



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2012**

CITY OF ANTIOCH, CA

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
SAN FRANCISCO CITY & CNTY, CA GO BONDS DTD 11/30/2011 5.000% 06/15/2014	797646PU4	230,000.00	AA	Aa2	11/10/11	11/30/11	254,994.10	0.68	511.11	249,268.63	250,472.30
METRO WTR DIST AUTH, CA REV BONDS DTD 06/28/2012 0.616% 07/01/2014	59266THP9	575,000.00	AAA	Aa1	06/21/12	06/28/12	575,000.00	0.62	29.52	575,000.00	573,752.25
SAN FRANCISCO CITY & CNTY, CA GO BONDS DTD 11/30/2011 5.000% 06/15/2015	797646PV2	300,000.00	AA	Aa2	11/10/11	11/30/11	341,313.00	1.03	666.67	334,579.75	337,623.00
METRO WTR DIST AUTH, CA REV BONDS DTD 06/28/2012 0.943% 07/01/2015	59266THO7	225,000.00	AAA	Aa1	06/21/12	06/28/12	225,000.00	0.94	17.68	225,000.00	224,406.00

Security Type Sub-Total		1,330,000.00					1,396,307.10	0.78	1,224.98	1,383,848.38	1,386,253.55
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Federal Agency Bond / Note											
FHLMC NOTES DTD 02/04/2011 0.750% 03/28/2013	3137EACS6	700,000.00	AA+	Aaa	03/25/11	03/28/11	698,642.00	0.85	1,356.25	699,493.91	702,529.80
FHLMC GLOBAL NOTES DTD 03/04/2010 1.625% 04/15/2013	3137EACJ6	2,135,000.00	AA+	Aaa	03/03/10	03/04/10	2,132,011.00	1.67	7,324.24	2,134,225.25	2,157,867.99
FHLMC GLOBAL REFERENCE NOTES DTD 03/14/2008 3.500% 05/29/2013	3137EABJ7	575,000.00	AA+	Aaa	03/19/10	03/22/10	604,854.00	1.81	1,788.89	583,713.27	591,997.00
FNMA NOTES DTD 06/17/2011 0.500% 08/09/2013	3135G0BR3	2,980,000.00	AA+	Aaa	11/16/11	11/17/11	2,983,129.00	0.44	5,877.22	2,982,006.02	2,987,101.34
FNMA NOTES (CALLABLE) DTD 09/19/2011 0.500% 09/19/2013	3135G0DE0	1,075,000.00	AA+	Aaa	09/01/11	09/19/11	1,075,000.00	0.50	1,522.92	1,075,000.00	1,075,333.25
FANNIE MAE GLOBAL NOTES DTD 08/06/2010 1.000% 09/23/2013	31398A2S0	1,825,000.00	AA+	Aaa	03/02/11	03/03/11	1,820,182.00	1.11	4,968.06	1,822,670.17	1,840,200.43
FREDDIE MAC GLOBAL NOTES DTD 10/20/2011 0.500% 10/15/2013	3134G23H3	1,845,000.00	AA+	Aaa	10/20/11	10/21/11	1,844,372.70	0.52	1,947.50	1,844,591.57	1,849,603.28
FNMA GLOBAL BENCHMARK NOTES DTD 09/26/2003 4.625% 10/15/2013	31359MTG8	2,775,000.00	AA+	Aaa	07/29/11	08/03/11	3,020,687.40	0.57	27,094.79	2,919,304.22	2,929,104.08



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2012**

CITY OF ANTIOCH, CA

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FNMA GLOBAL NOTES DTD 02/01/2011 1.250% 02/27/2014	3135G0AP8	1,900,000.00	AA+	Aaa	03/17/11	03/18/11	1,903,876.00	1.18	8,180.56	1,902,199.50	1,931,745.20
FNMA GLOBAL NOTES DTD 02/01/2011 1.250% 02/27/2014	3135G0AP8	3,450,000.00	AA+	Aaa	11/28/11	11/30/11	3,499,990.50	0.60	14,854.17	3,486,986.83	3,507,642.60
FNMA NOTES DTD 07/18/2011 0.875% 08/28/2014	3135G0BY8	575,000.00	AA+	Aaa	09/29/11	09/30/11	578,588.00	0.66	1,719.01	577,666.99	580,780.48
FHLMC NOTES DTD 08/12/2011 0.500% 09/19/2014	3134G2YJ5	1,600,000.00	AA+	Aaa	09/20/11	09/21/11	1,597,863.68	0.55	2,266.67	1,598,415.39	1,602,616.00
FREDDIE MAC GLOBAL NOTES DTD 08/05/2011 0.750% 09/22/2014	3134G2WG3	910,000.00	AA+	Aaa	09/28/11	09/30/11	911,820.00	0.68	1,876.88	911,363.44	916,492.85
FREDDIE MAC GLOBAL NOTES DTD 08/05/2011 0.750% 09/22/2014	3134G2WG3	2,450,000.00	AA+	Aaa	08/30/11	08/31/11	2,462,838.00	0.58	5,053.13	2,459,360.89	2,467,480.75
FHLB NOTES DTD 11/08/2010 0.875% 12/12/2014	313371PC4	3,000,000.00	AA+	Aaa	01/19/12	01/19/12	3,028,170.00	0.55	1,385.42	3,023,825.70	3,030,045.00
FANNIE MAE GLOBAL NOTES DTD 04/19/2012 0.500% 05/27/2015	3135G0KM4	1,380,000.00	AA+	Aaa	04/17/12	04/19/12	1,376,011.80	0.59	651.67	1,376,265.79	1,378,998.12
Security Type Sub-Total		29,175,000.00					29,538,036.08	0.74	87,867.38	29,397,088.94	29,549,538.17
Corporate Note											
WELLS FARGO & COMPANY GLOBAL SR NOTES DTD 01/31/2008 4.375% 01/31/2013	949746NY3	1,000,000.00	A+	A2	01/20/11	01/25/11	1,058,400.00	1.42	18,350.69	1,017,000.36	1,021,928.00
BANK OF NEW YORK MELLON SR NOTES DTD 08/27/2008 5.125% 08/27/2013	06406HBK4	625,000.00	A+	Aa3	04/05/11	04/08/11	678,912.50	1.43	11,032.99	651,334.82	657,380.00
JOHN DEERE CAPITAL CORP NOTE DTD 03/03/2011 1.600% 03/03/2014	24422ERA9	500,000.00	A	A2	02/28/11	03/03/11	499,505.00	1.63	2,622.22	499,721.18	507,867.00
CATERPILLAR FINANCIAL SE CORP NOTE DTD 04/01/2011 1.650% 04/01/2014	14912L4T5	250,000.00	A	A2	03/24/11	04/01/11	250,197.50	1.62	1,031.25	250,116.34	254,027.00



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2012**

CITY OF ANTIOCH, CA

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
WAL MART STORES INC. CORP NOTES DTD 04/18/2011 1.625% 04/15/2014	931142DA8	405,000.00	AA	Aa2	04/11/11	04/18/11	403,906.50	1.72	1,389.38	404,339.47	412,719.71
IBM CORP GLOBAL NOTES DTD 05/12/2011 1.250% 05/12/2014	459200GW5	815,000.00	AA-	Aa3	05/09/11	05/12/11	814,233.90	1.28	1,386.63	814,520.66	823,597.44
JOHNSON & JOHNSON GLOBAL NOTE DTD 05/20/2011 1.200% 05/15/2014	478160AX2	1,000,000.00	AAA	Aaa	05/17/11	05/20/11	998,830.00	1.24	1,533.33	999,261.19	1,013,584.00
CATERPILLAR FINANCIAL SE NOTES DTD 05/20/2011 1.375% 05/20/2014	14912L4V0	275,000.00	A	A2	05/17/11	05/20/11	274,854.25	1.39	430.64	274,907.67	278,368.75
JP MORGAN CHASE & CO NOTES DTD 05/18/2009 4.650% 06/01/2014	46625HHN3	1,010,000.00	A	A2	12/19/11	12/22/11	1,062,853.30	2.43	3,913.75	1,051,752.98	1,063,356.28
PROCTER & GAMBLE CO CORP NOTES DTD 08/15/2011 0.700% 08/15/2014	742718DU0	500,000.00	AA-	Aa3	08/10/11	08/15/11	497,945.00	0.84	1,322.22	498,541.08	501,298.50
BERKSHIRE HATHAWAY INC (FLOATING) NOTES DTD 08/15/2011 1.167% 08/15/2014	084670BA5	850,000.00	AA+	Aa2	08/10/11	08/15/11	850,000.00	0.98	1,294.88	850,000.00	860,706.60
GENERAL ELEC CAP CORP GLOBAL NOTES DTD 01/09/2012 2.150% 01/09/2015	36962G5M2	1,050,000.00	AA+	A1	05/23/12	05/29/12	1,061,434.50	1.72	10,785.83	1,061,059.94	1,067,694.60
GENERAL ELEC CAP CORP GLOBAL NOTES DTD 01/09/2012 2.150% 01/09/2015	36962G5M2	1,115,000.00	AA+	A1	01/04/12	01/09/12	1,113,840.40	2.19	11,453.53	1,114,020.09	1,133,789.98
IBM CORP GLOBAL NOTES DTD 02/06/2012 0.550% 02/06/2015	459200HB0	305,000.00	AA-	Aa3	02/01/12	02/06/12	303,508.55	0.72	675.66	303,707.01	303,020.86
BANK OF NEW YORK MELLON (CALLABLE) NOTES DTD 02/21/2012 1.200% 02/20/2015	06406HCC1	375,000.00	A+	Aa3	02/13/12	02/21/12	374,658.75	1.23	1,625.00	374,699.21	377,028.00
CATERPILLAR FIN CORP NOTES DTD 05/30/2012 1.100% 05/29/2015	14912L5D9	250,000.00	A	A2	05/22/12	05/30/12	249,920.00	1.11	236.81	249,922.26	251,399.00
JOHN DEERE CAPITAL CORP GLOBAL NOTES DTD 06/29/2012 0.950% 06/29/2015	24422ERS0	450,000.00	A	A2	06/26/12	06/29/12	449,878.50	0.96	23.75	449,878.72	450,740.25
Security Type Sub-Total		10,775,000.00					10,942,878.65	1.51	69,108.56	10,864,782.98	10,978,505.97



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2012**

CITY OF ANTIOCH, CA

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
ROYAL BANK OF CANADA NY CERT DEPOS DTD 02/10/2012 0.490% 02/08/2013	78009NDY9	1,300,000.00	A-1+	P-1	02/08/12	02/10/12	1,300,000.00	0.49	2,512.61	1,300,000.00	1,300,055.77
WESTPAC BANKING CORP NY (FLOAT) CD DTD 02/16/2012 1.417% 02/14/2014	96121TLT3	1,300,000.00	A-1+	P-1	02/14/12	02/16/12	1,300,000.00	1.47	2,455.87	1,300,000.00	1,304,511.00
Security Type Sub-Total		2,600,000.00					2,600,000.00	0.98	4,968.48	2,600,000.00	2,604,566.77
Managed Account Sub-Total		66,875,000.00					67,968,416.37	0.75	252,826.27	67,690,612.54	67,974,740.35
Securities Sub-Total		\$66,875,000.00					\$67,968,416.37	0.75%	\$252,826.27	\$67,690,612.54	\$67,974,740.35
Accrued Interest											\$252,826.27
Total Investments											\$68,227,566.62

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL AND
MEMBERS OF THE CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE
ANTIOCH DEVELOPMENT AGENCY
FOR CONSIDERATION AT THE COUNCIL MEETING OF JULY 24, 2012**

FROM: Lynn Tracy Nerland, City Attorney 
DATE: July 18, 2012
SUBJECT: Agreement for Purchase and Sale of Hard House Parcel

ACTION:

Both as the City Council and governing board of the City of Antioch as Successor Agency to the Antioch Development Agency adopt the attached resolutions (Attachments A and B) approving and authorizing the City Manager to execute the attached Agreement for the Purchase and Sale of the Hard House Parcel with Escrow Instructions (“Agreement” -- Attachment C) that provides for the transfer of the Hard House parcel to the nonprofit Friends of the Roswell Butler Hard House for no monetary consideration but subject to conditions on the rehabilitation of the Hard House and use of the property as a Local Public History Museum Home for educational and cultural programs, including no cost to the City for use.

Specific open issues in the Agreement for the Council’s consideration and direction are:

1. Amount of available funds, if any, that the Friends need to show prior to close of escrow/property conveyance to evidence the ability to undertake the rehabilitation (this would be in addition to the costs to subdivide and planning approvals, if any, needed before the property is transferred); and
2. Desire of the Friends to be compensated if the City exercises the Right of First Refusal in the event that the Friends desire to transfer the property to another entity (see Exhibit F – June 4, 2012 letter from Liz Rimbault)

BACKGROUND:

Roswell Butler Hard House (“Hard House”)

As described in the attachments to the Council staff report presented on March 13, 2012 (Attachment D), the Hard House was built in 1869 by the first “mayor” of Antioch – Roswell Butler Hard. In 1979, the Antioch Development Agency purchased the parcel on which both the Hard House and Lynn House Gallery stand. The Hard House was listed on the State and Federal Registry of Historic Sites in 1993. Although the Lynn House was restored into an arts and cultural center, there have not been the resources to restore the Hard House and it is in significant disrepair. The City currently has a fence surrounding the Hard House.

In 2009, a group of residents interested in the restoration of the Hard House formed the nonprofit, "Friends of the Roswell Butler Hard House" ("Friends"). The Friends began discussions with City/Agency staff and then a City Council/Agency Board subcommittee regarding the subdivision of the Hard House and Lynn House into two separate parcels and transfer of the Hard House Parcel to the Friends. The Friends are eager to have ownership of the Hard House to start rehabilitating it and to relieve the City from this maintenance obligation.

Terms of the Purchase and Sale Agreement

A Purchase and Sale Agreement has been drafted as directed by the Antioch City Council at its meeting on March 13, 2012 (Attachment C). The key points of the Agreement are outlined below to which the Friends concur with two open issues noted below:

Compensation -- Based on the Opinions of Value prepared by two licensed appraisers (Attachment E), the Hard House parcel would have negligible value, given the costs to restore a historical property. Further the value of the property is limited by the proposed deed restrictions on the use described below. The Friends will also pay for the costs involved in preparing legal descriptions and other subdivision or planning requirements to split the property into a Hard House parcel and Lynn House parcel prior to the close of escrow and transfer of the property. There is a \$2000 deposit for planning approvals and a \$7500 deposit for subdivision costs, but both are charged on actual time and materials costs.

Conditions prior to Close of Escrow – Before a deed is recorded conveying the Hard House parcel to the Friends, the parcel must be split from the Lynn House parcel as discussed above. In addition, state law requires the Planning Commission to make a determination that the disposition of the property conforms to the General Plan before the City can dispose of property.

Available Funds Before Parcel Conveyed– There have been discussions regarding if the Friends should collect a certain amount of funds through fund-raising and grant efforts to undertake the rehabilitation of the Hard House before the property is conveyed to them. If this is a requirement before the Hard House parcel is conveyed, one option was just to set a dollar amount. Other options discussed were the estimated cost of the rehabilitation work or just the permit costs for the rehabilitation work (which are based on the estimated valuation of the work). However, the Friends indicate that they do not know the cost of rehabilitation because they have not been able to undertake a thorough inspection and that issues are likely to come up during the rehabilitation.

Staff then tried to focus on the permit costs for just the Phase I work described in the Friends' letter to the City dated September 25, 2009 (attachment to the March 13, 2012 attached as Attachment D to this staff report). However, a demolition and temporary pole permit is roughly estimated at just \$155. Therefore, if the Council is interested in seeing some evidence of successful fundraising before the Hard House parcel is conveyed, staff suggests that simply an amount be set forth in Section 5(e) of the Agreement. Otherwise the provision would be deleted.

Termination of the Agreement -- If the conditions to recording the deed do not occur within two years of the date of the Agreement, then the Agreement is terminated. This is not

to say that the Agreement could not be extended, but it was important to put an outside date as the City is agreeing not to convey the property or accept any other offers during this period.

Insurance -- The Council previously discussed the insurance issues at length. The Agreement provides that the Friends may have access to the Hard House prior to close of escrow (i.e. recording of the deed and transfer of the property to the Friends) if they have \$1,000,000 in insurance coverage. Otherwise, the Friends are not required to maintain insurance coverage under the Agreement.

Use of the Hard House – The Hard House shall be rehabilitated in accordance with state and federal historical preservation requirements and operated as a Local Public History Museum Home to allow public use for education and cultural programs. After rehabilitation, the majority of the first floor of the House shall be open at least weekly to the public. Entry fees may be charged, but the Hard House will be open at no charge to the public at least four times per year. No fee will be charged for City use of the Hard House or Hard House Parcel. Antioch Unified School District shall not be charged for any field trips to the Hard House. Incidental use and rental of the Hard House or Hard House Parcel are allowed for meetings or parties. These use restrictions shall be memorialized in the deed and remain effective indefinitely unless quitclaimed by some future City Council.

Utilities -- The Friends would be responsible for all utility costs, including water and sewer.

Right of First Refusal – The Agreement provides that if the Hard House is not rehabilitated for the described use in seven years, then the City may require the Friends to transfer the Hard House back to the City at no cost to the City.

If the Friends seek to transfer the Hard House parcel (with the deed restrictions unless quitclaimed by the City Council), then the City would have a Right of First Refusal, but the Friends want the City to reimburse the Friends for costs incurred if the City exercises this Right of First Refusal. Liz Rimbault's letter of June 4, 2012 (Attachment E) describes the Friends' position and notes that there is a similar provision in the Agreement between the County and Antioch Historical Society for the now Antioch Historical Museum. However, the Friends paid the County \$175,000 for that property, as opposed to the no monetary payment that the City and Friends have discussed for the Hard House parcel. The Friends have indicated that the cost to the City to exercise the right of first refusal should be the fair market value of the Hard House parcel minus any governmental grants.

Staff has resisted the Friends' proposal given the lack of monetary payment for the conveyance of the Hard House parcel and because the general fund would bear the costs to the exercise the right of first refusal, particularly given the dissolution of the Antioch Development Agency (redevelopment).

Transfer of Antioch Development Agency Parcels to the City of Antioch

At City Council and Agency meetings in March 2011, the Agency and City entered into a Property Conveyance Agreement to transfer 25 parcels from the Agency to the City. In the City's opinion, many of these parcels should have been transferred to the City long ago as they were already in City use and/or on the City books, but no deed had been recorded. These parcels include the Hard House/Lynn House parcel, as well as the Amtrak Station and Barbara Price Park parcels, parcels acquired for street/utility improvements and parcels functioning as improved parking lots downtown. All of these parcels now have recorded deeds to the City of Antioch as of March 2011. However, with the State-mandated dissolution of redevelopment agencies statewide with the passage of AB 1x 26 in June 2011, the status of the Hard House parcel (and other former redevelopment agency parcels) became more complicated.

In April 2012, the City received a letter that the State Controller sent to communities throughout the State regarding the transfer of any assets from redevelopment agencies that occurred after January 1, 2011 (6 months before the enactment of the Redevelopment Agency Dissolution Act known as Assembly Bill 1x 26). According to the State Controller's letter, those transactions are to be reversed and the assets conveyed to the successor agencies. This directive has raised a number of legal and procedural issues statewide many of which were not resolved by the 54-page "clarifying" legislation, Assembly Bill 1484, adopted in late June 2012.

This information has been shared with the Friends and the Agreement provides that the City is making no representations as to the warranty of title to the Hard House parcel.

City as Successor Agency and Oversight Board

Despite the City not making any representations as to warranty of title to the Hard House parcel, it is proposed that the City Council also take action to approve the Agreement as the City acting as Successor Agency to the Antioch Development Agency if it is determined at some point in the future that the property should have been transferred to the City as Successor Agency. By taking action as both entities, this perhaps would prevent the need for further action by the City Council acting as the Successor Agency to the Antioch Development Agency.

Further, the Oversight Board to the City of Antioch as Successor Agency to the Antioch Development Agency (created by AB 1x 26) was briefed at its meeting on June 18, 2012 regarding the status of the 25 former Antioch Development Agency parcels, including the Hard House/Lynn House parcel. The majority of the Oversight Board concurred that City staff should continue to work with the Friends to transfer the Hard House parcel from the City under the terms being discussed. Formal action regarding the Hard House parcel is expected at the Oversight Board meeting on August 20, 2012, assuming Council approval of the Agreement. Pursuant to Assembly Bill 1484, actions by the Oversight Board are subject to the review of the State Department of Finance. It remains unclear what the State's position will be regarding the Hard House parcel and whether any transfer must wait until a long-range property management plan is adopted by the Oversight Board and approved by the Department of Finance. The City's position is that the Hard House parcel was appropriately transferred from the Agency to the City

in March 2011 and if not the case, then the Hard House parcel can be transferred now given the governmental uses proposed.

OPTIONS

The City Council could choose not to enter into this Agreement to transfer the Hard House parcel to the Friends or could modify any terms of the Agreement. The open issues after the latest discussions between staff and the Friends are regarding:

1. The amount of funds, if any, to be collected for the rehabilitation prior to conveyance of the property (blank to be completed in Section 5(e) of the Agreement; and
2. If the Friends desire to convey the property to another entity, the payment the City must make to the Friends to exercise the City's Right of First Refusal. If the City Council agrees with the Friends' proposal then the Council can approve the Agreement with revisions to Section 9(e) to reflect the position of the Friends' that the City must pay the Friends the fair market value of the Hard House parcel, minus any governmental grants, if the City is going to exercise the Right of First Refusal before the property is transferred by the Friends.

FINANCIAL IMPACTS:

Based on the Opinions of Value prepared by two licensed appraisers, the Hard House parcel currently has negligible value, given the costs to restore a historical property. Therefore, as the Agreement is drafted, the City would receive no compensation for the Hard House parcel, but the City would be relieved of maintenance obligations for the Hard House. Currently no rehabilitation efforts, or even maintenance, are occurring at the Hard House due to the City's budget issues and priority of other City needs.

If the City Council concurs with the Friends that the City should pay to exercise the Right of First Refusal in the event that the Friends want to transfer the Hard House parcel, then there would be an impact to the City's general fund in exercising that option.

ATTACHMENTS:

- A. Resolution of the City Council of the City of Antioch approving the Agreement
- B. Resolution of the City as Successor Agency to the Antioch Development Agency approving the Agreement
- C. Agreement for the Purchase and Sale of the Hard House Parcel with Escrow Instructions
- D. Staff report to the City Council on March 13, 2012
- E. Opinions of Value prepared by two licensed appraisers
- F. Liz Rimbault's letter of June 4, 2012 with Agreement between the County and Antioch Historical Society

RESOLUTION NO. 2012/_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH

APPROVING THE PURCHASE AND SALE AGREEMENT WITH ESCROW INSTRUCTIONS TO CONVEY THE HARD HOUSE PARCEL TO THE NONPROFIT FRIENDS OF ROSWELL BUTLER HARD HOUSE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Roswell Butler Hard House (“Hard House”) was built by the City of Antioch’s first mayor in 1869 and is located at 815 First Street, Antioch (APN 066-091-015); and

WHEREAS, a larger parcel was purchased by the Antioch Redevelopment Agency in 1979 with the remaining parcel on which the Lynn House Gallery and the Roswell Butler Hard House transferred by recorded deed from the Agency to the City in March 2011; and

WHEREAS, the Hard House was listed on the State and Federal Registry of Historic Sites in 1993; and

WHEREAS, although the Lynn House was rehabilitated as an arts and cultural center, a lack of resources prevented the rehabilitation of the Hard House; and

WHEREAS, the Friends of Roswell Butler Hard House (“Friends”) was established in 2009 with the goal of the City conveying the Hard House property to the Friends with the belief that a nonprofit would have greater resources and opportunities to restore the Hard House for public benefit and historical purposes; and

WHEREAS, the Friends and Historical Society submitted a report and recommendations for the Hard House based on a 1990 plan prepared by Architectural Resources Group for the restoration of the Hard House; and

WHEREAS, the Friends desire to rehabilitate and operate the Hard House as a Local Public History Museum Home to allow public use for education and cultural programs, including storing and displaying materials illustrating the history of the City of Antioch and specifically the Hard House, and providing for exhibits and festivities celebrating the different cultures within the Antioch community and the early establishing years of the community; and

WHEREAS, the City is willing to convey the Hard House parcel pursuant to the attached Purchase and Sale Agreement once contingencies are met including a split from the Lynn House parcel and has determined that such a conveyance subject to the terms of this Agreement would be in the best interest of the public, including the health, safety and welfare of the Antioch community and not a gift of public funds for the following reasons and as described more fully in the staff report and attachments presented to the City Council on July 24, 2012:

1. Friends have engaged two licensed appraisers who prepared Opinions of Value of the Hard House Parcel based on the condition of the parcel. These Opinions of Value determined that the Hard House Parcel has negligible value and were attached to the staff report.
2. Friends have agreed to rehabilitate the Hard House as described in the plan attached to the Agreement and conforming to all federal, state and local laws regarding rehabilitation of historic resources.
3. Friends agree to operate the Hard House Parcel subject to the restrictions described in Section 9 of the Agreement, which further decreases any value of the Hard House Parcel. Requirements on the operation of the Hard House Parcel include public access and free use by the City including use as the Mayor's ceremonial office and free use for Antioch Unified School District field trips.
4. Friends shall pay for all subdivision, planning, building permit and closing costs involved in conveying the property and rehabilitating the Hard House.
5. In conveying the Hard House Parcel, the City will be relieved of any maintenance responsibilities for the property;

WHEREAS, another contingency to the close of escrow and actual conveyance of the property is a determination by the Antioch Planning Commission pursuant to California Government Code section 65402 that the proposed disposition of the Hard House parcel conforms to the City of Antioch General Plan; and

WHEREAS, pursuant to Section 15331 of Title 14 of the California Code of Regulations, approving the Agreement and any other City actions regarding the rehabilitation of the Hard House is exempt from the California Environmental Quality Act because it is related to the "maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources" because the Agreement mandates that such work be done in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer, as may be amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that the attached Purchase and Sale Agreement with Escrow Instructions to convey the Hard House Parcel to the nonprofit Friends of the Roswell Butler Hard House is approved and the City Manager authorized to execute it.

* * * * *

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 _____ day of _____, 2012, by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK OF THE CITY OF ANTIOCH

RESOLUTION NO. 2012/____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AS
SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY****APPROVING THE PURCHASE AND SALE AGREEMENT WITH ESCROW
INSTRUCTIONS TO CONVEY THE HARD HOUSE PARCEL TO THE NONPROFIT
FRIENDS OF ROSWELL BUTLER HARD HOUSE AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the Roswell Butler Hard House (“Hard House”) was built by the City of Antioch’s first mayor in 1869 and is located at 815 First Street, Antioch (APN 066-091-015); and

WHEREAS, a larger parcel was purchased by the Antioch Redevelopment Agency in 1979 with the remaining parcel on which the Lynn House Gallery and the Roswell Butler Hard House transferred by recorded deed from the Agency to the City in March 2011; and

WHEREAS, the Hard House was listed on the State and Federal Registry of Historic Sites in 1993; and

WHEREAS, although the Lynn House was rehabilitated as an arts and cultural center, a lack of resources prevented the rehabilitation of the Hard House; and

WHEREAS, the Friends of Roswell Butler Hard House (“Friends”) was established in 2009 with the goal of the City conveying the Hard House property to the Friends with the belief that a nonprofit would have greater resources and opportunities to restore the Hard House for public benefit and historical purposes; and

WHEREAS, the Friends and Historical Society submitted a report and recommendations for the Hard House based on a 1990 plan prepared by Architectural Resources Group for the restoration of the Hard House; and

WHEREAS, the Friends desire to rehabilitate and operate the Hard House as a Local Public History Museum Home to allow public use for education and cultural programs, including storing and displaying materials illustrating the history of the City of Antioch and specifically the Hard House, and providing for exhibits and festivities celebrating the different cultures within the Antioch community and the early establishing years of the community; and

WHEREAS, the City is willing to convey the Hard House parcel pursuant to the attached Purchase and Sale Agreement once contingencies are met including a split from the Lynn House parcel and has determined that such a conveyance subject to the terms of this Agreement would be in the best interest of the public, including the health, safety and welfare of the Antioch community and not a gift of public funds for the following reasons and as described more fully in the staff report and attachments presented to the City Council on July 24, 2012:

1. Friends have engaged two licensed appraisers who prepared Opinions of Value of the Hard House Parcel based on the condition of the parcel. These Opinions of Value determined that the Hard House Parcel has negligible value and were attached to the staff report.
2. Friends have agreed to rehabilitate the Hard House as described in the plan attached to the Agreement and conforming to all federal, state and local laws regarding rehabilitation of historic resources.
3. Friends agree to operate the Hard House Parcel subject to the restrictions described in Section 9 of the Agreement, which further decreases any value of the Hard House Parcel. Requirements on the operation of the Hard House Parcel include public access and free use by the City including use as the Mayor's ceremonial office and free use for Antioch Unified School District field trips.
4. Friends shall pay for all subdivision, planning, building permit and closing costs involved in conveying the property and rehabilitating the Hard House.
5. In conveying the Hard House Parcel, the City will be relieved of any maintenance responsibilities for the property;

WHEREAS, another contingency to the close of escrow and actual conveyance of the property is a determination by the Antioch Planning Commission pursuant to California Government Code section 65402 that the proposed disposition of the Hard House parcel conforms to the City of Antioch General Plan; and

WHEREAS, pursuant to Section 15331 of Title 14 of the California Code of Regulations, approving the Agreement and any other City actions regarding the rehabilitation of the Hard House is exempt from the California Environmental Quality Act because it is related to the "maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources" because the Agreement mandates that such work be done in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer, as may be amended;

WHEREAS, given the State-mandated dissolution of the Antioch Development Agency February 1, 2012 pursuant to Assembly Bill 1x 26 adopted in June 2011 and Assembly Bill 1484, adopted in June 2012, if it is determined that title to the Hard House Parcel actually should be in the City of Antioch as Successor Agency to the Antioch Development Agency instead of just the City, then the City as Successor Agency also has considered the terms of the Purchase and Sale Agreement with Escrow Instructions to convey the Hard House Parcel to the nonprofit Friends of the Roswell Butler Hard House; and

WHEREAS, such transfer of the Hard House Parcel is for a governmental use pursuant to

California Health and Safety Code section 34191.3 in that the City or City as Successor Agency shall be relieved of its maintenance responsibilities for the Hard House Parcel and pursuant to the Agreement, the Hard House shall be available at no cost to the City including use as the Mayor's ceremonial office and shall be available for free for field trips associated with the Antioch Unified School District; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as Successor Agency to the Antioch Development Agency that the attached Purchase and Sale Agreement with Escrow Instructions to convey the Hard House Parcel to the nonprofit Friends of the Roswell Butler Hard House is approved and the City Manager authorized to execute it.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch as Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the _____ day of _____, 2012, by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK OF THE CITY OF ANTIOCH

8/17/12

AGREEMENT FOR PURCHASE AND SALE OF HARD HOUSE PARCEL WITH ESCROW INSTRUCTIONS

ROSWELL BUTLER HARD HOUSE

This Purchase and Sale Agreement (the "Agreement") is entered into as of _____, 2012 ("Effective Date"), by and between the City of Antioch, a municipal corporation (the "City") and the Friends of Roswell Butler Hard House, a nonprofit 501(c)(3) corporation ("Friends"). The City and Friends are sometimes hereafter referred to collectively as the "Parties" and individually as a "Party." The Parties enter into this Agreement, with reference to the following facts and purposes:

RECITALS

A. The Roswell Butler Hard House ("Hard House") was built by the City of Antioch's first mayor in 1869 and is located at 815 First Street, Antioch (APN 066-091-015). The parcel was purchased by the Antioch Redevelopment Agency ("Agency") in 1979. The Hard House was listed on the State and Federal Registry of Historic Sites in 1993. The Agency retained the ownership of the remaining parcel on which the Lynn House Gallery and the Roswell Butler Hard House stand ("Property") until it was transferred to the City in 2011.

B. A lack of resources prevented the rehabilitation of the Hard House.

C. The Friends was established in 2009 with the goal of the City conveying the Hard House property with the belief that a nonprofit would have greater resources and opportunities to restore the Hard House for public benefit and historical purposes.

D. The Friends and Historical Society submitted a report and recommendations for the Hard House based on a 1990 plan prepared by Architectural Resources Group for the restoration of the Hard House, attached as Exhibit A.

E. The Property on which the Hard House and Lynn House Gallery sit must be divided before the Hard House Parcel can be conveyed.

F. City is willing to convey the Hard House Parcel once divided and other contingencies are met and has determined that such a conveyance subject to the terms of this Agreement would be in the best interest of the public, including the health, safety and welfare of the Antioch community and not a gift of public funds.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the City and Friends agree as follows:

Section 1. Conveyance. Subject to the terms and conditions set forth below, the City agrees to convey, and the Friends agree to accept conveyance of, the Hard House Parcel.

Section 2. Consideration for Conveyance. All of the following are evidence of consideration for the transfer of the Hard House Parcel from the City to the Friends:

(a) Appraisal. Friends have engaged two licensed appraisers who prepared Opinions of Value of the Hard House Parcel based on the condition of the parcel. These Opinions of Value determined that the Hard House Parcel has negligible value.

(b) Conditions on the Use of the Property. Friends have agreed to the restrictions on the use of the Hard House Parcel as described in Section 9 of this Agreement, which further decreases any value of the Hard House Parcel.

(c) Subdivision Costs. If required, Friends shall pay for, and process, the subdivision of the Property into the Hard House Parcel and the Lynn House Parcel, and any other variance or other land use approval needed from the City to approve the division of land and for the City to sign the parcel map or other documentation. These costs shall be deposited with the City, pursuant to the procedures of the Community Development Department. The City shall not be responsible for reimbursing the Friends for these costs if this Agreement is terminated before conveyance of the Hard House Parcel.

(d) Closing Costs. If there is a separate Escrow, Friends shall deposit closing costs into Escrow prior to the Close of Escrow including but not limited to real property and ad valorem taxes and assessments prorated to the date of Close of Escrow if any; city and county transfer taxes if applicable; all costs of preparing, executing, acknowledging, delivering and recording of the grant deed conveying title to Friends; and all escrow fees. If Friends opt to obtain title insurance, then that cost shall also be borne by Friends.

Section 3. Escrow

(a) Escrow Agent. Unless the Parties agree otherwise, Friends shall establish an escrow with a mutually acceptable title company (the "Escrow Agent") to effectuate the conveyance of the Hard House Parcel. The Friends and the City shall execute any and all documents reasonably necessary or appropriate to close the conveyance of the Hard House Parcel pursuant to the terms of this Agreement.

(b) Escrow Instructions. The terms and conditions set forth in this Agreement shall constitute joint Escrow Instructions to Escrow Agent. However, the Parties agree to execute such additional instructions that are not inconsistent with the provisions of this Agreement. City shall deliver a fully executed copy of this Agreement to the Escrow Agent.

(c) Close of Escrow. Subject to the conditions in Section 5 below, Escrow shall close and title transferred from City to Friends by recordation of a grant deed with the Contra Costa County Recorder within two years from the Effective Date of this Agreement or this Agreement is terminated. Friends may also terminate this Agreement for any reasons prior to Close of

Escrow. During the term of this Agreement, the City shall not convey or accept any offer to convey the Hard House Parcel or encumber or permit encumbrance of the Hard House Parcel in any way without the written consent of the Friends.

(d) Risk of Loss. If the Hard House is destroyed prior to the Close of Escrow, then this Agreement is terminated and the Hard House Parcel shall not be conveyed. If there are any insurance proceeds, then they shall be paid to the entity holding the insurance policy.

Section 4. Method of Conveyance.

The City will convey the Hard House Parcel to Friends by grant deed but with no warranties regarding ownership and with restrictions on future use and in the substantially the form of the attached Exhibit B. The deed shall be recorded in the official records of the Clerk Recorder of the County of Contra Costa.

Section 5. Conditions to Close of Escrow.

(a) Subdivision. Prior to Close of Escrow and if required under State law or local ordinance, Friends shall submit a subdivision application; pay the application fee and all costs, including staff and consultant costs, for processing the subdivision of the Property (APN 066-091-015) to have the Hard House and Lynn House on separate parcels, including any other land use approvals such as a variance that may be necessary for approval of the subdivision; and the Property shall be subdivided.

(b) Closing Costs. Prior to Close of Escrow, Friends shall deposit funds to cover all closing costs as set forth in Section 2 above.

(c) Deed. At least two weeks prior to Close of Escrow, a fully executed and notarized deed in the form of Exhibit B shall be deposited into Escrow.

(d) Planning Commission Determination. As required by state law, the Antioch Planning Commission must make a determination that the disposition of the Hard House Parcel conforms to the General Plan.

(e) Financing. Prior to Close of Escrow, Friends shall provide evidence satisfactory to the City Manager that funds have been collected and are on deposit at a financial institution in the amount of \$ _____ to be used for the rehabilitation of the Hard House.

Section 6. Condition of Title. The City has a Preliminary Title Report dated March 29, 2011 by First American Title Company, which shall be provided to Friends but with no representations from the City as to the condition of the title of the Property. The City has disclosed that the Property was transferred from the Agency to the City in 2011 and that State Assembly Bill 1x 26 (Redevelopment Dissolution Act) and letter from the California State Controller dated April 20, 2012 may call into question the validity of the conveyance from the Agency to the City and thus any further conveyance to the Friends. Friends bear the entire risk if the transaction(s) is deemed not valid and the Hard House Parcel is transferred to the State or

other entity for disposition. If such a determination is made before Close of Escrow, then the City may not convey the Hard House parcel but will work with the Friends regarding a mutually acceptable solution. The City will not reimburse any costs expended by Friends on the Hard House Parcel if any of the transfers of the Hard House Parcel are deemed invalid. It will be the Friends' responsibility to obtain title insurance if desired.

Section 7. Condition of Hard House Parcel. The City is transferring the Hard House Parcel in an "as is" condition as there has been no maintenance done on the Hard House or at the Hard House Parcel for many years. The City makes no warranties or representations regarding the Hard House Parcel except as set forth below:

(a) The City has not entered into any lease or rental agreement of the Hard House Parcel.

(b) City knows of no legal actions pending or threatened against the Hard House Parcel, other than has been described in Section 6 above.

Section 8. Access to Hard House Parcel prior to Close of Escrow. Prior to Close of Escrow, City shall have access to the Hard House Parcel, but does not intend to take any actions to maintain it. Friends may not access Hard House Parcel for inspection prior to Close of Escrow, unless evidence of insurance as set forth below is provided, with such access only for inspection and no work on the Hard House: commercial general liability policy with a minimum limit of \$1,000,000 per occurrence, combined single limit for all risks associated with the ownership and restoration of the Property with any general aggregate limit at least twice the occurrence limit. Such coverage shall include but not be limited to protection from claims arising from bodily and personal injury, including death, and damage to property. The City of Antioch, Antioch Development Agency, Successor Agency to the Antioch Development Agency and their officials, officers, employees and volunteers shall be named additional insured by endorsement and the City shall be provided 30 days' written notice of the cancellation of the policy.

Section 9. Use and Operation of the Hard House Parcel

(a) Permits. Friends will be responsible for obtaining all permits and approvals needed for the rehabilitation and use of the Hard House Parcel, including but not limited to building and use permits from the City.

(b) Use. The Friends shall rehabilitate the Hard House Parcel in accordance with Exhibit A so that the Hard House can be operated and maintained as a Local Public History Museum Home to allow public use for education and cultural programs. The term "Local Public History Museum Home" means the use of the property for the purpose of storing and displaying materials illustrating the history of the City of Antioch and specifically the Hard House, and providing for exhibits and festivities celebrating the different cultures within the Antioch community and the early establishing years of the community.

(i) After rehabilitation, the majority of the first floor of the Hard House shall be open at least weekly to the public. Entry fees may be charged, but the House will be open at no charge to the public at least four times per year.

(ii) No fee will be charged for City for any use of the Hard House or Hard House Parcel. Antioch Unified School District shall not be charged for any field trips to the Hard House.

(iii) Incidental use and rental of the Hard House or Hard House Parcel are allowed for meetings or parties, but any rentals of the space shall be done in a manner to ensure that the Hard House is not damaged and that the use causes no nuisance, code enforcement or police issues for the City.

(iv) Friends shall be responsible for all utilities including water and sewer.

(c) Option for Return to City if Hard House not Rehabilitated within 7 Years. If the Hard House cannot be rehabilitated to be used in the manner described in subsection (b) above within seven (7) years from the Effective Date of this Agreement, then the City may require the Friends to transfer the Hard House Parcel back to the City, with no compensation to the Friends.

(d) Historical Restrictions. All maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of Hard House and Hard House Parcel shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer, as may be amended. Friends shall not allow anything to be done on Hard House parcel to violate the exemptions allowed under the National Environmental Protection Act (NEPA) and California Environmental Quality Act (CEQA).

(e) Subsequent Sale or Transfer of the Hard House Parcel. It is intended that the Hard House and Hard House Parcel remain in the ownership of the Friends or similar nonprofit organization. Any subsequent sale or transfer of the Hard House Parcel shall be subject to the use restrictions set forth in the Deed, unless released by a quitclaim deed approved by the City Council. Prior to any sale or transfer of the Hard House Parcel by Friends or successor agency if the Friends is disbanded, the City shall be given a Right of First Refusal to accept the transfer back of the Parcel with the understanding that the City shall not be required to pay any compensation to the Friends. City shall have 90 days to decide whether to exercise such Right of First Refusal after written notice is provided by Friends to the City.

Section 10. Indemnification. The Friends shall indemnify, defend and hold the City harmless from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against the City or Antioch Development Agency and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) any presence of any

hazardous materials in, on, above, or under the Hard House Parcel; (b) any claims arising from access to Hard House Parcel by members, contractors or agents of Friends before Close of Escrow; (c) any claims relating to Hard House Parcel after Close of Escrow; and d) any claims related to the ownership of the Hard House Parcel and validity of any transfer of the Hard House Parcel.

Section 11. Specific Performance. In any action to enforce this Agreement, only specific performance may be awarded by the Court and there will be no recovery of damages. The City would not have entered into this Agreement if damages could be awarded for any breach and the Agreement fails if damages are sought or awarded.

Section 12. No Brokers. Each Party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified Party's choice, and hold the indemnified Party harmless from all expense, loss, damage and claims, including the indemnified Party's attorneys' fees, if necessary, arising out of the broker's or finder's claim.

Section 13. Notices

Any written notice to Friends shall be sent to:
David Brink, President of the Friends
922 Orchard Lane
Antioch, CA 94509

With a copy to:
Liz Rimbault, Secretary of the Friends
3100 Windsor Drive
Antioch, CA 94509

Any written notice to City shall be sent to:
City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

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

Section 14. General Provisions.

(a) Headings. The title and headings of the various sections hereof are intended for means of reference and are not intended to place any construction on the provisions hereof.

(b) Severability. If any provision of this Agreement shall be invalid or unenforceable the remaining provisions shall not be affected thereby, and every provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(c) Choice of Law; Venue; Attorneys' Fees. This Agreement shall be construed under the laws of the State of California with any legal action to be filed in Contra Costa Superior Court. In the event of any litigation between the Parties to enforce any of the provisions of this Agreement, the unsuccessful Party to such litigation agrees to pay to the successful Party all costs and expenses, including reasonable attorneys' fees incurred by the successful Party.

(d) Entire Agreement; Amendment. The terms of this Agreement are intended by the Parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitute the exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. No provision of this Agreement may be amended except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

(e) Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

(f) Time of the Essence. Time is of the essence in this Agreement.

(g) Exhibits. All exhibits attached hereto are incorporated in this Agreement by this reference.

(h) Authority. The Parties represent that the individuals executing this Agreement have the authority to bind their entities.

(i) Assignment. Friends shall not assign this Agreement without the written consent of City.

(j) No Third-Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any person any rights or remedies other than the parties to this Agreement and their respective successors and assigns.

(k) Non-liability of City Officials and Employees. No member, official or employee of the City shall be personally liable to Friends in the event of any default or breach by the City.

(1) No Joint Venture. Nothing in this Agreement nor any of the actions by the City pursuant to this Agreement shall be construed as creating a joint venture or other active involvement by the City with the Friends.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

FRIENDS OF ROSWELL BUTLER HARD HOUSE

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

CITY OF ANTIOCH, a municipal corporation

By: _____

Name: _____

Its: _____

Approved as to form:

Lynn Tracy Nerland, City Attorney

Attest:

Denise Skaggs, City Clerk

Exhibit A – Roswell Butler Hard House: Antioch Historical Society Committee Report and Recommendations

Exhibit B – Form of Deed

EXHIBIT A

**Roswell Butler Hard House: Antioch Historical Society Committee:
Report and Recommendations**

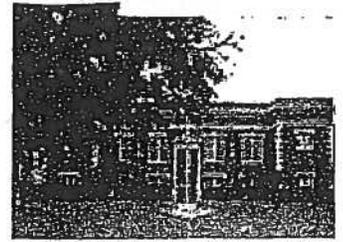


Antioch Historical Society

1500 West 4th Street, Antioch, CA 94509

Non-Profit #94-2457532

(925) 757-1326 Museum * (925) 757-0308 Fax



Jim Jakel, City Manager
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

September 25, 2009

Re: Recommendations for the Roswell Butler Hard House

Dear Mr. Jakel,

The members of the Antioch Historical Society have met several times for the review of various documents relating to the Roswell B. Hard House, a City owned historic property. We have worked with the City representative, Dave Sanderson, for the gathering of all related files and information on hand with the City and the committee has made an additional inspection of the exterior and interior of the building to gauge it's level of deterioration and general conditions.

During this period of time, it was decided by the committee, that the only way to generate funding for the restoration of the building was to form it's own non-profit that would allow for the application to State and Federal Historic Preservation Grants as well as offering tax deductions for corporate and individual donations towards the restoration and preservation of the property. To this end, the Antioch Historical Society contributed \$1,000.00 for the filing of the new non-profit that is a stand alone organization, completely separate from the Historical Society. The bylaws and articles of incorporation have all been reviewed and as of August 5, 2009 we have received full approval from the Internal Revenue Service to operate as a tax exempt, 501 (c)(3) non-profit corporation. Our new non-profit number is now 27-0454042, representing "Friends of Roswell Butler Hard House", a California non-profit corporation.

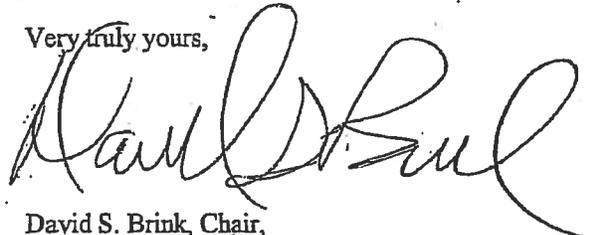
The "Friends" commitment to the Historical Society is only that should we ever disband, all monies and assets will be transferred to the Antioch Historical Society. The Society is providing a meeting place and a place to house the "Friends" records until such time that the Hard House is habitable. The following individuals represent the officers and directors of "Friends of Roswell Butler Hard House":

David Brink, President
Tom Costello, Vice President
Stanford E. Davis, Treasurer
Elizabeth A. Rimbault, Secretary
James Boccio, Sr., Director
Laura Jacques, Director
Dr. Chet Michaels, Director
Phyllis Heibert, Director
Bruce Heibert, Director
Barbara Herendeen, Director

With the fundraising mechanism now in place, we are ready to make our proposal to the City for the restoration and preservation of the Roswell Butler Hard House and enter into negotiations for a positive outcome for both the City, and the citizens of Antioch.

Attached is our report and recommendations for saving the Hard House. Please advise us as to your pleasure for a meeting with the staff and City Attorney to further the negotiations and proposal prior to addressing the City Council. We look forward to hearing from you on this historic property.

Very truly yours,



David S. Brink, Chair,
Antioch Historical Society Hard House Committee
President, Friends of Roswell Butler Hard House
hardhouse@comcast.net
(925) 437-8085 cell

Attached: Committee Report and Recommendations

CC: Dave Sanderson, City Recreation Department
Antioch Historical Society Board of Directors
All Board members of Friends of Roswell Butler Hard House

Roswell Butler Hard House
Antioch Historical Society Committee
Report and Recommendations



This report was prepared by The Hard House Committee of the Antioch Historical Society. It is based on a plan prepared for the City of Antioch in 1990 by the architectural firm Architectural Resources Group. Several sections of this report are direct quotes from the earlier report by Architectural Resources Group, in 1990.

Report and Recommendations For The Roswell Butler Hard House

Background:

Roswell Butler Hard was one of the most influential, and by some accounts, most powerful figures in Antioch's early history. He was a county supervisor, Sheriff and the first Mayor (chairman of the town council) of Antioch. In 1869 he built the two story brick home that stands at 815 First Street. At the time it was one of the most beautiful and costly homes in the county. It served as the meeting place for the first board of trustees in the newly incorporated City of Antioch, the first city to be incorporated in the County.

The home was constructed entirely of brick manufactured in Antioch. The home was the first property in Antioch to be listed on the State and Federal Registry of Historic Sites. Following the death of Roswell B. Hard, his widow sold the home and most of its contents and "removed herself" back to San Francisco.

Additions were made to the building in the early 1920's with bathrooms and interior kitchens added and in mid-century the building was converted to a tri-plex (3 units). In 1979 the property was purchased by the City Redevelopment Agency and the parcel is now listed as being combined with the original Lynn House property, APN# 066-091-015. The original reason for the city's purchase was for the restoration and preservation of the historic home.

Over the years, the Lynn House next door, was selected to be restored first and is currently the City art gallery. The Hard House has continued to deteriorate and the property has been boarded up to prevent further damage by vagrants. To local historians dismay, earlier City staff negotiated away the original "cook house" built at the rear of the property, for the Prospect School patio. Since its purchase, periodically the public and the historical society has called for its restoration, however, with various economies at play, a source of funding has not been located by the City to carry out such a project. The property has become both a physical and financial liability to the City of Antioch and the Redevelopment Agency. In the current economic recession, many downtown storefronts are vacant and the Hard House appears doomed to continue a downward spiral.

PRIOR STUDIES AND REPORTS:

Over the years various engineering studies have been commissioned by the City of Antioch with recommendations made to the Councils regarding the cost of restoration as a City owned facility. All of the engineering and architectural studies, plans and recommendations provided by the City have been reviewed by the Hard House Committee of the Antioch Historical Society and the Friends of Roswell Butler Hard House, a new non-profit California corporation. It is believed by the committee, that as long as the Hard House remains in the ownership of the City of Antioch, the costs and governmental restrictions will remain prohibitive to restoration.

PRESERVATION ISSUES:

Issues specific to the Hard House include questions of documentation and interpretation. Documentation of the building's historical appearance includes research into historical records such as photographs, drawings and maps, as well as investigation of physical evidence, both archaeological and in the building's materials themselves. Few documentary photographs appear to exist showing the original appearance of the Hard House, except for the exterior of the front. The rear is undocumented, except for Sanborn Fire Insurance maps. Likewise, any physical evidence of the house's rear was partly destroyed when the present addition was constructed in the 1920's. The interior of the house, however, is fairly

intact and relatively unchanged from its original conditions, except for water related damage. Documentation of the interior finishes must be conducted before commencing any remedial action. This documentation should include paint analysis of each surface, and investigation into other historic finishes, such as wallpaper. The results of this documentation will guide future restoration work, including color and material selection.

The scope and complexity of this type of research and documentation presents an enormous historical project for a City that does not retain sufficient staff to devote such time and energy to such a project.

BUILDING CODE ISSUES:

Building codes applicable to the renovation of the Hard House include the Uniform Building Code (UBC) as adopted by the City of Antioch, and the California State Historical Building Code (SHBC) Title 24, Part 8, of the California Administrative Code. The SHBC is available to the Hard House because, as a designated landmark, it is considered a qualified historical structure. Portions of the Codes are impacted by the ownership and the level of usage of a building. Governmental ownership demands a higher level of compliance, while ownership by a private non-profit with lower usage, has fewer restrictions and less costly compliance.

EXISTING CONDITIONS:

The following analysis is a brief description of existing conditions found on site at the Hard House.

Site/Building Footprint

Landscaping: The landscaping around the hard House is heavily overgrown, with many mature trees and shrubs. Some of the plant materials may be part of the original nineteenth century landscaping. However, the tree that now obscures the area of the original front porch, does not appear in photos of the 1890's Hard House. Further investigation must be done to evaluate the existing landscape materials and make recommendations for their maintenance. A circular cistern, which was probably once the source of water for the house, exists at the southeast corner of the addition, The cistern has been filled with dirt by the city for safety reasons, but could be revitalized to provide landscape watering.

Porch: The original wooden porch and balcony, which once extended across the front of the building, has been removed. Its configuration and profile are indicated by traces on the building walls; the pockets in the walls, which originally held the beams are visible, although now filled with brick rubble. No remaining superficial evidence of the porch's foundation remain. After the porch was removed, a concrete platform and steps were installed at the entry door, an aluminum awning was installed above, and small metal railings were installed over the bottoms of the second floor windows.

Additions: A one-story addition, constructed with brick exterior walls and hipped roof, extends across the rear of the building. That dates back to the 1920's, and was constructed when the house was converted into apartments. The addition is divided into two symmetrical halves. The center of the addition, originally open to the rear, is enclosed by a wood framed wall with a door and wood sash windows.

Exterior

The exterior surfaces of the Hard House show the results of years of lack of maintenance, such as unpainted wood surfaces and deteriorated flashings, gutters and downspouts. This lack of maintenance has caused many problems due to water infiltration, such as deteriorated masonry.

Roof/Rainwater Systems: The building's hipped roof is surfaced with large diamond-shaped cement shingles. These shingles appear to be similar to asbestos-cement shingles commonly used in during the first half of the 20th century. They appear to be in fair condition, although dirty, discolored, and in some locations, loose. The sheet metal flashings, gutters, downspouts, and rainwater leaders are rusted and loose. They are in very poor condition, and in some instances, are missing altogether.

Chimneys: Two brick chimneys are located on the roof. They have not been closely examined, but the flashings appear to be in deteriorated condition, although the masonry appears to be in fair condition.

Cornice: A bracketed wood cornice encircles the building. Like the buildings other wood exterior elements, the cornice has not been painted for years. The lack of protective covering has caused the grain of the wood to become raised in some locations; nails and supporting anchorage has rusted and come loose. One bracket is missing entirely.

Masonry: The exterior walls are constructed of brick, made from soft, locally quarried clays. The brick is laid with a soft lime mortar, which appears to have been partially repointed in the past. The building's masonry surfaces are dirty and discolored because of atmospheric dirt, and water runoff from the deteriorated gutters and downspouts. Moss is growing on the masonry wall surface at one corner of the building, and efflorescence is occurring in several locations on the building's walls. The mortar is abraded and washed away, especially at the corners of the building.

Doors and Windows: The doors and windows are wood, with wood frames and trim. The headers and sills of the windows are solid wood pieces. The entry doors are glazed panel doors, which do not appear to be original. Like the cornice, the doors and windows have not been painted for considerable time, and have deteriorated as a result. The sills, because of their greater exposure to rainwater, are extensively dry-rotted; other wood elements show varying degrees of dry rot, cracking and splitting.

Interior

The historic interior surfaces of the hard House are generally intact. However, they suffer from the results of poor maintenance and fairly extensive water damage. The most damage is located in the two west rooms on the first floor, where significant amounts of plaster are missing along the north wall. Water infiltration has caused erosion of one portion of the brick, bearing wall west of the hall.

Plaster: The interior plaster surfaces of the building are typically flat and unornamented, except for the central hall and two eastern rooms of the first floor, which have run-in-place decorative plaster cornices and decorative cast-plaster ceiling medallions. The wall plaster was originally applied directly to the masonry walls, and on wood lath on frame partition walls. The plaster is cracked in many locations, and as described above, partially missing at locations of water damage.

Flooring: The flooring throughout the house is of wood planks. These appear to be in good condition. Some are covered with linoleum in the first floor hall, the addition, and the existing bathroom and kitchen areas.

Wood Trim: The original wood trim appears to be redwood, except for the stair, which appears to be oak. Wood trim consists of baseboards with moldings, and door and window trim. The door and window casings are heavy moldings, and simple panels are located below the side and rear windows. The front windows extend to the floor. Other areas of wood trim includes the staircase, which has an ornamental newel and simple turned balusters, and three fireplace mantels, which have round-topped openings. The

wood trim appears to be intact and good condition, except for many layers of paint. Two balusters and one newel post are missing from the stairs.

Systems

Mechanical: No environmental systems exist.

Electrical: The existing electrical system is de-energized and unusable.

Plumbing: The existing bathrooms and kitchens were probably added when the building was converted into apartments in the 1920's. The plumbing appears to be in poor condition.

OPTIONS CONSIDERED AND EVALUATED

As initially promised, the historical society committee considered several different options and approaches. Questions to answer were : 1) Can the house be saved or has the deterioration progressed to the point of no return? 2) If not what are the costs of removal to limit City liability of the vacant dwelling? 3) If to be saved, which method is least costly while achieving the desired goals; Demolition and Reconstruction OR Restoration ? 4) What is the best method of financing any of the options ?

Following the thorough inspection and review, the committee was surprised and relieved to see the level of deterioration was not as bad as earlier believed. The worst portion of deterioration is in the 1920 addition, which should be removed to restore the home to it's original footprint of 1869. The committee overwhelmingly agrees the home should be saved and that the least costly, and truer path to saving history is through "Restoration".

CONSIDERATIONS TO REHABILITATE THE BUILDING

The following are considerations which will be required to rehabilitate the Hard House. They are arranged according to priority, as described below:

Priority 1: Life Safety: The most urgent need is to correct those conditions which pose immediate or potential hazards to the occupants, legal or otherwise, of the building or to the general public. This life safety issue includes potential threat of fire and damage to the adjacent Lynn House Art Gallery and to the Prospects School to the rear of the property.

Priority 2: Water Protection: Water is the greatest enemy of building materials. It is critical that the protective integrity of the building envelope be maintained, and restored as required.

Priority 3: On-going Deterioration: Additional items which are contributing to the ongoing deterioration of historic materials and finishes must be attended to in a timely manner.

Priority 4: Functional Considerations: Some building defects are less serious, either because they are not causing further deterioration or because they involve less significant building systems or elements. Other work may be included in this category because it is not remedial in nature, but required for the specific use of the building. This category includes recommendations for work which can be accomplished on a gradual basis through on-going maintenance.

SUGGESTED PROJECT PHASING

We suggest that if the Hard House is rehabilitated in phases, no more than three phases should be considered. If the work is divided into too many discrete parts, the inefficiency and duplication inherent in the phasing process, as well as the inconvenience and disruption caused by on-going construction to an operating facility will become too burdensome.

The priorities described below will be used as general guidelines for deciding which work items to complete first. Unquestionably, the building first needs to be made safe and weather tight, so work described in priorities one and two should be accomplished in the first phase. Additionally, exterior work described in priorities three and four should be accomplished in the first phase, where it is necessary to provide access to the building, and if desired, an appearance of completeness. The interior of the building can be restored over time, as can the installation of a new mechanical system. This suggested phasing is summarized below:

Phase 1: Safety, Security and Weatherproofing

- Seal and secure windows, doors and vents
- Remove debris from interior and exterior
- Remove or trim trees and shrubs to prevent further damage
- Install temporary electrical system for construction
- Remove rear addition.

Phase 2: Exterior Restoration

- Repair and repoint masonry
- Replace roofing
- Repair windows and cornice.
- Reconstruct front porch with disabled access
- Construct new rear porch with disabled access.

Phase 3: First Floor Restoration

- Install permanent electrical system
- Document interior finishes
- Remove all kitchen and toilet fixtures and equipment
- Restore flooring on first floor
- Restore staircase
- Repair plaster and wood surfaces

Phase 4: Second Floor Restoration/Functional Requirements

- Repair and repoint masonry
- Restore flooring on second floor
- Repair wallpaper, plaster and wood surfaces
- Install new mechanical system

FINANCIAL CONSIDERATIONS FOR RESTORATION OF THE HARD HOUSE

Given the current economy it is unlikely that the City of Antioch will be financially able to undertake such a renovation of the Hard House in the near future. With a decreased number of employees,

it is also unlikely that the City will have the manpower in the near future to devote to the writing of grants for the preservation of historic buildings. Fund drives are currently being run at the behest of the City to promote a South East city recreation facility and library. Should the City encourage such a fund drive for the purpose of restoring the Hard House, it would weaken the call to support the library efforts and citizens have not been known in the past to outright contribute financially to a City project without receiving major tax relief. (Exception: 10th Street City Park Project run by Citizens).

On the other hand, tax exempt non-profits are known for their ability to raise large amounts of money for community projects as exemplified by the El Campanile Theater, The Antioch Historical Society Museum with the Sports Legends Hall, the two downtown mural projects and the County library mural on east 18th Street, to name a few obvious privately funded projects. Non-profits are known for receiving bequests from estates, tax deductible donations from business, industry and private individuals, holding successful fundraisers and by writing and receiving grants from both the private and governmental sectors. Federal monies are available as grants for historic restorations and in connection with the arts and culture of a community. Federal monies are also available to non-profits via CDBG funds and in Redevelopment Districts. It is believed by the committee that a private non-profit will be more likely and more capable of raising the necessary funds to restore the Hard House due to volunteer efforts, man hours, and sheer desire to see the Hard House restored.

In addition to a non-profits ability to raise funds, typically the money necessary for a project such as this, are less. A governmental project usually demands total or all inclusive bids from general contractors that address all phases of the restoration and are usually known to be higher to address the difficulties of working with governmental bodies. Non-Profit 501 (c) (3) organizations are "charities" that may have a project manager, several volunteer workers, both skilled and unskilled, donated goods and materials and for some technical portions of the project, paid licensed contractors. Non-Profits do not usually experience the delays required for obtaining council approval for additional funding or moving into the next phase of the project.

A prime example of the lesser cost for a non-profit is the Antioch Historical Society Museum at 1500 W. 4th Street. When estimates were gathered by the Riverview Fire District for upgrading and refurbishing the building for continued governmental use, the cost was in excess of 2 million dollars (\$2,000,000.00). Since being in the ownership of the historical society, all of the massive upgrades and restorations made to date to the building are more in the range of 4 to 5 hundred thousand (\$400,000.00 - \$500,000.00) and the money has been raised through private and public grants, donations, bequests and large fundraisers.

Since it's purchase in 1979 by the City or Redevelopment Agency, the Hard House has presented a policing problem, liabilities due to individual's illegal and unauthorized entry onto and into the property and potential fire danger to other surrounding properties. Further, there has clearly been no efforts made to commence the restoration of the property in the last 30 years. So due to the weight of "desire, potential success, and probable financial ability", the committee believes the road to restoration lies with a private non-profit corporation organized for the sole purpose of restoring the Hard House to it's once grand stature.

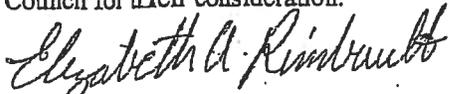
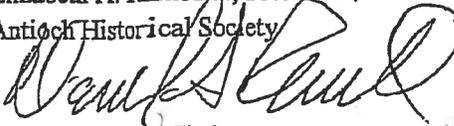
RECOMMENDATIONS FOR THE ROSWELL BUTLER HARD HOUSE

Based on the inspection of the property and all prior studies and reports issued on the house, and further based on the facts and discussions put forth in this report from the Antioch Historical Society Committee, the recommendations of the committee are as follows:

- 1.) The Roswell Butler Hard House should be rehabilitated and restored.
- 2.) That the least invasive, least costly, and highest potential of achieving the goals of a functioning Museum Home, is through "Restoration", not reconstruction.
- 3.) That the house should be restored to it's original footprint and architecture of 1869, thereby removing the 1920 addition.
- 4.) The highest potential of restoring the property will be in the ownership of a private non-profit, 501 (c)(3).
- 5.) That the City of Antioch enter into negotiations with the newly formed private non-profit 501 (c)(3) California Corporation of "FRIENDS OF ROSWELL BUTLER HARD HOUSE", Non-profit number 27-0454042; Tax exempt date: August 5, 2009, for the successful transfer of title of the Hard House and it's original land parcel to the non-profit.
 - A. All negotiations and contracts shall guarantee the property shall be used for the public benefit and that should the non-profit corporation dissolve anytime in the future, the first choice will be the transfer of the real property back to the City of Antioch; or if declined by the City, to the Antioch Historical Society for future protection.

The recommendations stated above have been approved by the Hard House Committee of the Antioch Historical Society, The Board of Directors of the Antioch Historical Society and the Board of Directors of the newly formed none-profit, Friends of Roswell Butler Hard House. Said recommendations are hereby respectfully submitted to the City of Antioch and the Antioch City Council for their consideration.

September 25, 2009


Elizabeth A. Rimbault, President
Antioch Historical Society

David S. Brink, Chair
Hard House Committee of AHS



Friends of Roswell Butler Hard House

1500 West 4th Street, Antioch, CA 94509

Dave Brink

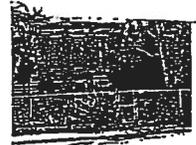
(925) 437-8085

E-Mail: hardhouse@comcast.net

Fax

(925) 757-8953

Non-Profit # 27-0454042



PRELIMINARY PLANS FOR FUNDING THE RESTORATION OF THE ROSWELL BUTLER HARD HOUSE

The Friends of the Roswell Butler Hard House are a nonprofit 501 (c)(3) tax exempt organization dedicated to the restoration of the Hard House in the City of Antioch. The corporation has a minimum of 9 and a maximum of 11 officers and directors but does not have members. The board of directors are responsible for the entire project. Many nonprofits have learned that maintaining a membership or increasing memberships can be time consuming, costly and frequently are not a significant source of funds. Members of the public can become a "Friend" by making a donation and general donations of any size will be solicited, and not limited by a membership fee amount.

The following are proposed sources of funding the restoration project:

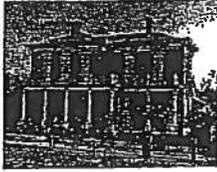
- 1.) A letter Grant request has been submitted to Mirant for \$150,000.00.
A letter from the City of Antioch acknowledging the intent to transfer ownership of the property to the Friends, would greatly assist in moving this request along. However, No grants will be given prior to transfer of ownership.
- 2.) Solicitation of donations from the general public and individuals interested in seeing the restoration of the Hard House. Donation, gifts and bequests may be in any amount and will earn the giver of funds, the title of "Friend" of the Roswell Butler Hard House.
- 3.) Grant applications may be submitted following receipt of ownership to AASLH (American Association of State and Local History), for "Museum Home" restoration projects.
- 4.) Grant applications will be submitted to all applicable State, Federal, and local Grant programs, including the Keller Canyon Mitigation Fund.
- 5.) Application will be made to the City of Antioch CDBG funds for 2010, most likely addressing HVAC and Handicap Restrooms, and Handicap Access to the lower level of the building.
- 6.) Grants will be written for the reconstruction of the Cistern system to conserve water for the landscaping and public restroom. We would also request waiver of water fees from the City of Antioch for the balance of water needed in the dry season.
- 7.) We may seek sponsorships for various rooms, displays or the gardens from local businesses, individuals and industry.
- 8.) Through various business associations and friendships the board members will seek donations of building materials and in-kind services. This may include debris boxes and porta potties from Allied Waste; building materials from contractors; plumbing and electrical services

from retired contractors ; Gardening services from the local Garden club; historical research from the Historical Society; Temporary electrical service from the City's Lynn House; Temporary security alarm installation and permanent services upon completion from Lenhart Alarm; Masonry Contractors Union training of Apprentices; Telephones installed by retired phone installers and antique telephones restored; and others.

- 9.) Pic-nic Barbeque Fundraiser, requiring partial street closure in front of the Hard House, during good weather. Other Private Fundraisers held at individual members homes. Raffles and other fundraisers held in various locations including at the Antioch Historical Society.
- 10.) We may seek limited partnering on special projects with the Antioch Unified School District and Prospects School, which may provide a level of training for students.
- 11.) Through newspaper stories, publicity and outright begging, we WILL receive donations of money, materials and most important in restoration projects, Free labor.

All of the above listed methods of seeking funding for restoration projects have proven successful in several other existing projects in town.

11/19/2009



Friends of Roswell Butler Hard House

1500 West 4th Street, Antioch, CA 94509.

Dave Brink

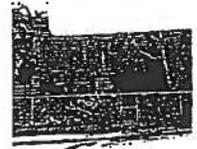
Fax

(925) 437-8085

(925) 757-8953

E-Mail: hardhouse@comcast.net

Non-Profit # 27-0454042



FRIENDS OF ROSWELL BUTLER HARD HOUSE PROPOSED RESTORATION TIME LINE

It is the goal of the Friends to have the restoration project substantially completed within the next 5 (five) years. To that end the following represents our timeline structure proposed:

Phase I. to complete within the first 6 months (with consideration for weather):

Secure the building

Install and monitor alarm system

Remove all debris and dangers

Clean Yard completely

Demolish rear structure

Clean interior

(SAFETY, SECURITY AND
WEATHER PROOFING)

Phase II. Over a period of 2 Years:

Repair Masonry and Address Structural Issues.

Foundation issues first, followed by brick and roof issues.

(STRUCTURAL)

Phase III. Total Exterior Restoration- 3 Years:

Porches, balcony, walls and Gardens restored.

(EXTERIOR STREET VIEW)

Phase IV. Interior Restoration Year 5:

All interior walls and finishes.

Restored wooden floors.

Heating and Air Conditioning.

Lighting, Electrical and finished plumbing.

(INTERIOR FINISH)

The above proposed timeline does not represent any acquisition of furnishings or guarantee a readiness to open to the public by the end of the 5th year. Predictions based on hoped for funding cannot be absolute.

EXHIBIT B – FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

MAIL TAX STATEMENTS TO:
David Brink, President
Friends of the Roswell Butler Hard House
922 Orchard Lane
Antioch, CA 94509

APN: a potion of 066-091-015 exempt from recording fees

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Antioch, a municipal corporation (“City” or “Grantor”) does hereby GRANT IN FEE TO

The Friends of Roswell Butler Hard House, a nonprofit corporation (“Friends” or “Grantee”)

the real property known as the Hard House Parcel located at 815 First Street in the City of Antioch, County of Contra Costa, State of California and more particularly described in attached Exhibit “1” (“Hard House Parcel”) under the following terms and conditions:

1. Permits. Friends will be responsible for obtaining all permits and approvals needed for the rehabilitation and use of the Hard House Parcel, including but not limited to building and use permits from the City.

2. Use. The property is conveyed in an “as is” condition with no warranties. Friends shall rehabilitate the Hard House Parcel as set forth in the Agreement for Purchase and Sale so that the Hard House can be operated and maintained as a Local Public History Museum Home to allow public use for education and cultural programs. The term “Local Public History Museum Home” means the use of the Hard House and Hard House Parcel for the purpose of storing and displaying materials illustrating the history of the City of Antioch and specifically the Hard House, and providing for exhibits and festivities celebrating the different cultures within the Antioch community and the early establishing years of the community.

a. After rehabilitation, the majority of the first floor of the Hard House shall be open at least weekly to the public. Entry fees may be charged, but the House will be open at no charge to the public at least four times per year.

b. No fee will be charged for City for any use of the Hard House or Hard House Parcel. Antioch Unified School District shall not be charged for any field trips to the Hard House.

c. Incidental use and rental of the Hard House or Hard House Parcel are allowed for meetings or parties, but any rentals of the space shall be done in a manner to ensure that the Hard House is not damaged and that the use causes no nuisance, code enforcement or police issues for the City.

3. Option for return to City if Hard House not Rehabilitated. If the Hard House cannot be rehabilitated to be used in the manner described above within seven (7) years from the Effective Date of the Purchase and Sale Agreement, then the City may require the Friends to transfer the Hard House Parcel back to the City, with no compensation to the Friends.

4. Historical Restrictions. All maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of Hard House and Hard House Parcel shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer., as amended. Friends shall not allow anything to be done on Hard House parcel to violate the exemptions allowed under the National Environmental Protection Act (NEPA) and California Environmental Quality Act (CEQA).

5. Subsequent Sale or Transfer of the Hard House Parcel. It is intended that the Hard House and Hard House Parcel remain in the ownership of the Friends or similar nonprofit organization. Any subsequent sale or transfer of the Hard House Parcel shall be subject to the use restrictions set forth in this Deed, unless released by a quitclaim deed approved by the Antioch City Council. Prior to any sale or transfer of the Hard House Parcel by Friends or successor agency if the Friends is disbanded, the City shall be given a Right of First Refusal to accept the transfer back of the Parcel with the understanding that the City shall not be required to pay any compensation to the Friends. City shall have 90 days to decide whether to exercise such Right of First Refusal after written notice is provided by Friends to the City.

The provisions in this Deed shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and Friends.

Date _____

CITY OF ANTIOCH, a municipal corporation

By: _____

Name: _____

City Manager

Approved as to form:

City Attorney

Attest:

City Clerk

Date _____

FRIENDS OF ROSWELL BUTLER HOUSE

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

EXHIBIT 1 – LEGAL DESCRIPTION

(Legal Description for the Hard House Parcel to be prepared and attached once split between the Hard House Parcel and Lynn House Parcel occurs)

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF MARCH 13, 2012**

PREPARED BY: Brian Nunnally, Economic Development Analyst 

APPROVED BY: Jim Jakel, City Manager 

DATE: March 7, 2012

SUBJECT: Consider a proposal from the non-profit Friends of Roswell Butler Hard House for the restoration and preservation of the Hard House

RECOMMENDATION:

Provide direction to Staff on the proposal from the Friends of Roswell Butler Hard House regarding their restoration project and ownership of the Property.

SUMMARY:

The City of Antioch owns the Roswell Butler Hard House ("House"), which is recognized on the National Registry of Historic Buildings. Over the years the House has become dilapidated and is in currently uninhabitable. A non-profit group, the *Friends of the Roswell Butler Hard House* ("Friends"), would like to renovate, restore and preserve the House. City Staff, as well as the Council subcommittee assigned to the project, have met with the Friends several times and received its restoration and ownership proposal. Staff is seeking City Council direction on the proposal.

BACKGROUND:

In 2010 the Friends made the following recommendations for the Hard House:

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

To provide the structure for an Agreement with the Friends, and to protect the City from future liability, staff has the following recommendations and would like Council direction:

Structural Integrity: The Hard House is recognized on the National Registry of Historic Buildings, which subjects the renovation of the building to different standards

than would otherwise apply. The Hard House has not been occupied nor maintained for many years, adding significantly to the renovation work that will be required. Therefore, staff recommends that the City require that the Friends provide the following information:

- A structural renovation plan, developed by a certified engineer that complies with California historic building code
- A site work safety plan, including rules and requirements for those working in or around the Hard House site
- A plan for the removal and disposal of all hazardous materials

Ownership of Property: The subject of ownership is key to several issues regarding this project, and the statewide termination of Redevelopment Agencies further complicates these issues. It is understood that the Friends desire to immediately own the property on which the renovation will take place, but given recent changes in Redevelopment, many title companies are not issuing Title Insurance for properties conveyed that were formerly held by the Redevelopment Agency and transferred from the Redevelopment Agency to another party after January 1, 2012, so if the State of California or the Oversight Board that is in the process of being appointed were to rule that the City's conveyance of the Hard House to the Friends was not a legally-authorized transfer, the property would belong to the State and the Friends would not be compensated for any expenditures made by the Friends; this possibility was disclosed to the Friends at the February 15, 2012 subcommittee meeting. In addition, Staff believes that the renovation is a major undertaking and will require significant financial and other resources, so prior to turning this property over to the Friends, it may be prudent for the Friends to be required to complete Phase I of the work. Because Staff differs with the approach desired by the Friends, two options are provided for City Council consideration:

Option 1

It is recommended that the City Council direct staff to structure and negotiate a Disposition and Development Agreement ("DDA") with the Friends. The terms and conditions of the DDA will include, at a minimum, the items recommended in this agenda report, and Staff recommends that the DDA also condition transition of ownership based on completion of the following three requirements:

1. Funding Capacity/Meeting Regulatory Requirements
 - a. Deposit of all escrow closing costs
 - b. Subdivision of Hard House/Lynn House (and a Variance if required as both are located on the same parcel)
 - c. Map signing costs
 - d. Deposit into escrow of an executed and notarized deed
 - e. Funds for all reasonably expected costs of plan checks, permitting and other City/County fees on deposit with a financial institution
2. Completion of the milestones outlined in Phase I of the renovation project

3. Friends' ability and willingness to meet the insurance requirements set forth by the City's Joint Risk Pool. At the February 15, 2012 subcommittee meeting, the subcommittee tasked Staff with researching a way by which the Friends might start Phase I duties without insurance as the Friends claim that no insurance is available to them unless they own the property, and in the research Staff completed, Staff determined the following:
- Insurance exists that covers the activities taking place at a location not owned by the party seeking insurance (which is the case with churches that rent space at Prewett Park that are required to provide proof of insurance prior to using these City facilities);
 - The concept of having the Friends provide a Work Waiver to the City that is signed by its volunteers is insufficient because of third-party liability issues. For example, even though Jane Doe signs a waiver agreeing that she won't sue the City of Antioch if injured while volunteering on the project, third parties seeking to recoup their costs (her health insurance company or Medical are prime examples) might still sue the City, as is the possibility of a family member suing the City on her behalf even if Jane Doe doesn't approve of the lawsuit; and
 - The concept of having the Friends indemnify the City to further insulate the City from potential litigation is also insufficient because it would require the Friends to have a large enough sum of money in reserves to cover the City's legal fees – even if the lawsuit was frivolous there would still be litigation costs – plus any damages that might be awarded as a result of a lawsuit in which the petitioner prevailed.

Option 2

Ownership can be transferred immediately to the Friends, and the Friends are fully aware that based on ongoing developments with Redevelopment in California, the State of California or the Oversight Board that is in the process of being appointed may rule that the transfer is not legally permissible, and that the Friends will not be compensated for any expenditures they've made in pursuit of the project. Also, if Option 2 is the option chosen by the City Council, the City may opt to maintain a First Right of Refusal or completely relinquish any rights to the property in the future, but either way the City will have no control over the restoration project other than approval of the required permits, and therefore should be released from any current or future liability on the property.

Insurance: If the City retains ownership for any period of time during the proposed project timeline (see timeline below), for the protection of the City of Antioch and the Friends' officers, volunteers and paid workers, it is prudent that a dedicated insurance policy be obtained for this project. Therefore, staff recommends the following insurance requirements:

- The Friends will obtain, at their sole expense, liability insurance at a minimum of \$5 million. This is the amount required by the City's Joint Risk Pool for construction projects.

- The Friends will release and indemnify the City of Antioch of any and all liability associated with the Hard House and the renovation project.
- Insurance coverage will extend to all volunteers and paid workers taking part in the restoration project.

Proposed Project Timeline: The Friends propose a seven-year restoration timeline consisting of the following: Phase I (up to 6 months) will address weed and debris clean up, safety, security and weather proofing aspects of the project; Phase II (up to year 3) will address the foundation, masonry and structural issues that will be identified in the structural renovation plan required above; Phase III (up to year 5) completes the outside exterior street portion of the house, including porches, balcony, walls and garden area; and Phase IV, estimated for completion in Year 7, will address the interior finish and access issues. The City concurs with this proposed timeline and execution of the renovation project. If the City retains ownership pending completion of Phase I, it is recommended that the Friends of Roswell Butler Hard House provide an estimated budget for all phases of the project outlined above.

FINANCIAL IMPACT:

The Friends have indicated that they will take on the full financial responsibility for this restoration project so there is no financial impact to the City. If the property is not transferred and remains in City ownership, the City has not identified any funding sources for its rehabilitation.

OPTIONS:

- Provide direction on the potential Agreement with the Friends of Roswell Butler Hard House for the restoration of the Hard House based on bulleted items above
- Decline to enter into an Agreement with the Friends of Roswell Butler Hard House
- Provide alternate direction

ATTACHMENTS:

- A. Antioch Historical Society letter to the City Manager dated September 25, 2009
- B. Roswell Butler Hard House Antioch Historical Society Committee Report and Recommendations
- C. Preliminary Plans for Funding the Restoration of the Roswell Butler Hard House
- D. Friends of Roswell Butler Hard House Proposed Restoration Time Line
- E. Letter to David Brink dated January 26, 2010
- F. Letter from David Brink dated May 26, 2011



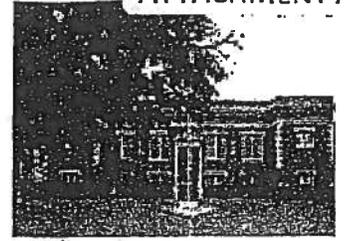
Antioch Historical Society

1500 West 4th Street, Antioch, CA 94509

Non-Profit #94-2457532

(925) 757-1326 Museum * (925) 757-0308 Fax

ATTACHMENT A



Jim Jakel, City Manager
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

September 25, 2009

Re: Recommendations for the Roswell Butler Hard House

Dear Mr. Jakel,

The members of the Antioch Historical Society have met several times for the review of various documents relating to the Roswell B. Hard House, a City owned historic property. We have worked with the City representative, Dave Sanderson, for the gathering of all related files and information on hand with the City and the committee has made an additional inspection of the exterior and interior of the building to gauge it's level of deterioration and general conditions.

During this period of time, it was decided by the committee, that the only way to generate funding for the restoration of the building was to form it's own non-profit that would allow for the application to State and Federal Historic Preservation Grants as well as offering tax deductions for corporate and individual donations towards the restoration and preservation of the property. To this end, the Antioch Historical Society contributed \$1,000.00 for the filing of the new non-profit that is a stand alone organization, completely separate from the Historical Society. The bylaws and articles of incorporation have all been reviewed and as of August 5, 2009 we have received full approval from the Internal Revenue Service to operate as a tax exempt, 501 (c)(3) non-profit corporation. Our new non-profit number is now 27-0454042, representing "Friends of Roswell Butler Hard House", a California non-profit corporation.

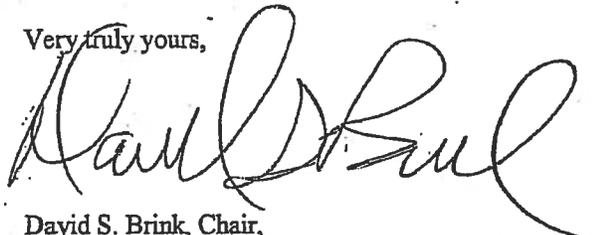
The "Friends" commitment to the Historical Society is only that should we ever disband, all monies and assets will be transferred to the Antioch Historical Society. The Society is providing a meeting place and a place to house the "Friends" records until such time that the Hard House is habitable. The following individuals represent the officers and directors of "Friends of Roswell Butler Hard House":

David Brink, President
Tom Costello, Vice President
Stanford E. Davis, Treasurer
Elizabeth A. Rimbault, Secretary
James Boccio, Sr., Director
Laura Jacques, Director
Dr. Chet Michaels, Director
Phyllis Heibert, Director
Bruce Heibert, Director
Barbara Herendeen, Director

With the fundraising mechanism now in place, we are ready to make our proposal to the City for the restoration and preservation of the Roswell Butler Hard House and enter into negotiations for a positive outcome for both the City, and the citizens of Antioch.

Attached is our report and recommendations for saving the Hard House. Please advise us as to your pleasure for a meeting with the staff and City Attorney to further the negotiations and proposal prior to addressing the City Council. We look forward to hearing from you on this historic property.

Very truly yours,



David S. Brink, Chair,
Antioch Historical Society Hard House Committee
President, Friends of Roswell Butler Hard House
hardhouse@comcast.net
(925) 437-8085 cell

Attached: Committee Report and Recommendations

CC: Dave Sanderson, City Recreation Department
Antioch Historical Society Board of Directors
All Board members of Friends of Roswell Butler Hard House

**Roswell Butler Hard House
Antioch Historical Society Committee
Report and Recommendations**



**This report was prepared by The Hard House Committee of the Antioch Historical Society.
It is based on a plan prepared for the City of Antioch in 1990 by the architectural firm
Architectural Resources Group. Several sections of this report are direct quotes from the
earlier report by Architectural Resources Group, in 1990.**

Report and Recommendations For The Roswell Butler Hard House

Background:

Roswell Butler Hard was one of the most influential, and by some accounts, most powerful figures in Antioch's early history. He was a county supervisor, Sheriff and the first Mayor (chairman of the town council) of Antioch. In 1869 he built the two story brick home that stands at 815 First Street. At the time it was one of the most beautiful and costly homes in the county. It served as the meeting place for the first board of trustees in the newly incorporated City of Antioch, the first city to be incorporated in the County.

The home was constructed entirely of brick manufactured in Antioch. The home was the first property in Antioch to be listed on the State and Federal Registry of Historic Sites. Following the death of Roswell B. Hard, his widow sold the home and most of its contents and "removed herself" back to San Francisco.

Additions were made to the building in the early 1920's with bathrooms and interior kitchens added and in mid-century the building was converted to a tri-plex (3 units). In 1979 the property was purchased by the City Redevelopment Agency and the parcel is now listed as being combined with the original Lynn House property, APN# 066-091-015. The original reason for the city's purchase was for the restoration and preservation of the historic home.

Over the years, the Lynn House next door, was selected to be restored first and is currently the City art gallery. The Hard House has continued to deteriorate and the property has been boarded up to prevent further damage by vagrants. To local historians dismay, earlier City staff negotiated away the original "cook house" built at the rear of the property, for the Prospect School patio. Since its purchase, periodically the public and the historical society has called for its restoration, however, with various economies at play, a source of funding has not been located by the City to carry out such a project. The property has become both a physical and financial liability to the City of Antioch and the Redevelopment Agency. In the current economic recession, many downtown storefronts are vacant and the Hard House appears doomed to continue a downward spiral.

PRIOR STUDIES AND REPORTS:

Over the years various engineering studies have been commissioned by the City of Antioch with recommendations made to the Councils regarding the cost of restoration as a City owned facility. All of the engineering and architectural studies, plans and recommendations provided by the City have been reviewed by the Hard House Committee of the Antioch Historical Society and the Friends of Roswell Butler Hard House, a new non-profit California corporation. It is believed by the committee, that as long as the Hard House remains in the ownership of the City of Antioch, the costs and governmental restrictions will remain prohibitive to restoration.

PRESERVATION ISSUES:

Issues specific to the Hard House include questions of documentation and interpretation. Documentation of the building's historical appearance includes research into historical records such as photographs, drawings and maps, as well as investigation of physical evidence, both archaeological and in the building's materials themselves. Few documentary photographs appear to exist showing the original appearance of the Hard House, except for the exterior of the front. The rear is undocumented, except for Sanborn Fire Insurance maps. Likewise, any physical evidence of the house's rear was partly destroyed when the present addition was constructed in the 1920's. The interior of the house, however, is fairly

intact and relatively unchanged from its original conditions, except for water related damage. Documentation of the interior finishes must be conducted before commencing any remedial action. This documentation should include paint analysis of each surface, and investigation into other historic finishes, such as wallpaper. The results of this documentation will guide future restoration work, including color and material selection.

The scope and complexity of this type of research and documentation presents an enormous historical project for a City that does not retain sufficient staff to devote such time and energy to such a project.

BUILDING CODE ISSUES:

Building codes applicable to the renovation of the Hard House include the Uniform Building Code (UBC) as adopted by the City of Antioch, and the California State Historical Building Code (SHBC) Title 24, Part 8, of the California Administrative Code. The SHBC is available to the Hard House because, as a designated landmark, it is considered a qualified historical structure. Portions of the Codes are impacted by the ownership and the level of usage of a building. Governmental ownership demands a higher level of compliance, while ownership by a private non-profit with lower usage, has fewer restrictions and less costly compliance.

EXISTING CONDITIONS:

The following analysis is a brief description of existing conditions found on site at the Hard House.

Site/Building Footprint

Landscaping: The landscaping around the hard House is heavily overgrown, with many mature trees and shrubs. Some of the plant materials may be part of the original nineteenth century landscaping. However, the tree that now obscures the area of the original front porch, does not appear in photos of the 1890's Hard House. Further investigation must be done to evaluate the existing landscape materials and make recommendations for their maintenance. A circular cistern, which was probably once the source of water for the house, exists at the southeast corner of the addition. The cistern has been filled with dirt by the city for safety reasons, but could be revitalized to provide landscape watering.

Porch: The original wooden porch and balcony, which once extended across the front of the building, has been removed. Its configuration and profile are indicated by traces on the building walls; the pockets in the walls, which originally held the beams are visible, although now filled with brick rubble. No remaining superficial evidence of the porch's foundation remain. After the porch was removed, a concrete platform and steps were installed at the entry door, an aluminum awning was installed above, and small metal railings were installed over the bottoms of the second floor windows.

Additions: A one-story addition, constructed with brick exterior walls and hipped roof, extends across the rear of the building. That dates back to the 1920's, and was constructed when the house was converted into apartments. The addition is divided into two symmetrical halves. The center of the addition, originally open to the rear, is enclosed by a wood framed wall with a door and wood sash windows.

Exterior

The exterior surfaces of the Hard House show the results of years of lack of maintenance, such as unpainted wood surfaces and deteriorated flashings, gutters and downspouts. This lack of maintenance has caused many problems due to water infiltration, such as deteriorated masonry.

Roof/Rainwater Systems: The building's hipped roof is surfaced with large diamond-shaped cement shingles. These shingles appear to be similar to asbestos-cement shingles commonly used in during the first half of the 20th century. They appear to be in fair condition, although dirty, discolored, and in some locations, loose. The sheet metal flashings, gutters, downspouts, and rainwater leaders are rusted and loose. They are in very poor condition, and in some instances, are missing altogether.

Chimneys: Two brick chimneys are located on the roof. They have not been closely examined, but the flashings appear to be in deteriorated condition, although the masonry appears to be in fair condition.

Cornice: A bracketed wood cornice encircles the building. Like the buildings other wood exterior elements, the cornice has not been painted for years. The lack of protective covering has caused the grain of the wood to become raised in some locations; nails and supporting anchorage has rusted and come loose. One bracket is missing entirely.

Masonry: The exterior walls are constructed of brick, made from soft, locally quarried clays. The brick is laid with a soft lime mortar, which appears to have been partially repointed in the past. The building's masonry surfaces are dirty and discolored because of atmospheric dirt, and water runoff from the deteriorated gutters and downspouts. Moss is growing on the masonry wall surface at one corner of the building, and efflorescence is occurring in several locations on the building's walls. The mortar is abraded and washed away, especially at the corners of the building.

Doors and Windows: The doors and windows are wood, with wood frames and trim. The headers and sills of the windows are solid wood pieces. The entry doors are glazed panel doors, which do not appear to be original. Like the cornice, the doors and windows have not been painted for considerable time, and have deteriorated as a result. The sills, because of their greater exposure to rainwater, are extensively dry-rotted; other wood elements show varying degrees of dry rot, cracking and splitting.

Interior

The historic interior surfaces of the hard House are generally intact. However, they suffer from the results of poor maintenance and fairly extensive water damage. The most damage is located in the two west rooms on the first floor, where significant amounts of plaster are missing along the north wall. Water infiltration has caused erosion of one portion of the brick, bearing wall west of the hall.

Plaster: The interior plaster surfaces of the building are typically flat and unornamented, except for the central hall and two eastern rooms of the first floor, which have run-in-place decorative plaster cornices and decorative cast-plaster ceiling medallions. The wall plaster was originally applied directly to the masonry walls, and on wood lath on frame partition walls. The plaster is cracked in many locations, and as described above, partially missing at locations of water damage.

Flooring: The flooring throughout the house is of wood planks. These appear to be in good condition. Some are covered with linoleum in the first floor hall, the addition, and the existing bathroom and kitchen areas.

Wood Trim: The original wood trim appears to be redwood, except for the stair, which appears to be oak. Wood trim consists of baseboards with moldings, and door and window trim. The door and window casings are heavy moldings, and simple panels are located below the side and rear windows. The front windows extend to the floor. Other areas of wood trim includes the staircase, which has an ornamental newel and simple turned balusters, and three fireplace mantels, which have round-topped openings. The

wood trim appears to be intact and good condition, except for many layers of paint. Two balusters and one newel post are missing from the stairs.

Systems

Mechanical: No environmental systems exist.

Electrical: The existing electrical system is de-energized and unusable.

Plumbing: The existing bathrooms and kitchens were probably added when the building was converted into apartments in the 1920's. The plumbing appears to be in poor condition.

OPTIONS CONSIDERED AND EVALUATED

As initially promised, the historical society committee considered several different options and approaches. Questions to answer were : 1) Can the house be saved or has the deterioration progressed to the point of no return? 2) If not what are the costs of removal to limit City liability of the vacant dwelling? 3) If to be saved, which method is least costly while achieving the desired goals; Demolition and Reconstruction OR Restoration ? 4) What is the best method of financing any of the options ?

Following the thorough inspection and review, the committee was surprised and relieved to see the level of deterioration was not as bad as earlier believed. The worst portion of deterioration is in the 1920 addition, which should be removed to restore the home to it's original footprint of 1869. The committee overwhelmingly agrees the home should be saved and that the least costly, and truer path to saving history is through "Restoration".

CONSIDERATIONS TO REHABILITATE THE BUILDING

The following are considerations which will be required to rehabilitate the Hard House. They are arranged according to priority, as described below:

Priority 1: Life Safety: The most urgent need is to correct those conditions which pose immediate or potential hazards to the occupants, legal or otherwise, of the building or to the general public. This life safety issue includes potential threat of fire and damage to the adjacent Lynn House Art Gallery and to the Prospects School to the rear of the property.

Priority 2: Water Protection: Water is the greatest enemy of building materials. It is critical that the protective integrity of the building envelope be maintained, and restored as required.

Priority 3: On-going Deterioration: Additional items which are contributing to the ongoing deterioration of historic materials and finishes must be attended to in a timely manner.

Priority 4: Functional Considerations: Some building defects are less serious, either because they are not causing further deterioration or because they involve less significant building systems or elements. Other work may be included in this category because it is not remedial in nature, but required for the specific use of the building. This category includes recommendations for work which can be accomplished on a gradual basis through on-going maintenance.

SUGGESTED PROJECT PHASING

We suggest that if the Hard House is rehabilitated in phases, no more than three phases should be considered. If the work is divided into too many discrete parts, the inefficiency and duplication inherent in the phasing process, as well as the inconvenience and disruption caused by on-going construction to an operating facility will become too burdensome.

The priorities described below will be used as general guidelines for deciding which work items to complete first. Unquestionably, the building first needs to be made safe and weather tight, so work described in priorities one and two should be accomplished in the first phase. Additionally, exterior work described in priorities three and four should be accomplished in the first phase, where it is necessary to provide access to the building, and if desired, an appearance of completeness. The interior of the building can be restored over time, as can the installation of a new mechanical system. This suggested phasing is summarized below:

Phase 1: Safety, Security and Weatherproofing

- Seal and secure windows, doors and vents
- Remove debris from interior and exterior
- Remove or trim trees and shrubs to prevent further damage
- Install temporary electrical system for construction
- Remove rear addition.

Phase 2: Exterior Restoration

- Repair and repoint masonry
- Replace roofing
- Repair windows and cornice.
- Reconstruct front porch with disabled access
- Construct new rear porch with disabled access.

Phase 3: First Floor Restoration

- Install permanent electrical system
- Document interior finishes
- Remove all kitchen and toilet fixtures and equipment
- Restore flooring on first floor
- Restore staircase
- Repair plaster and wood surfaces

Phase 4: Second Floor Restoration/Functional Requirements

- Repair and repoint masonry
- Restore flooring on second floor
- Repair wallpaper, plaster and wood surfaces
- Install new mechanical system

FINANCIAL CONSIDERATIONS FOR RESTORATION OF THE HARD HOUSE

Given the current economy it is unlikely that the City of Antioch will be financially able to undertake such a renovation of the Hard House in the near future. With a decreased number of employees,

it is also unlikely that the City will have the manpower in the near future to devote to the writing of grants for the preservation of historic buildings. Fund drives are currently being run at the behest of the City to promote a South East city recreation facility and library. Should the City encourage such a fund drive for the purpose of restoring the Hard House, it would weaken the call to support the library efforts and citizens have not been known in the past to outright contribute financially to a City project without receiving major tax relief. (Exception: 10th Street City Park Project run by Citizens).

On the other hand, tax exempt non-profits are known for their ability to raise large amounts of money for community projects as exemplified by the El Campanile Theater, The Antioch Historical Society Museum with the Sports Legends Hall, the two downtown mural projects and the County library mural on east 18th Street, to name a few obvious privately funded projects. Non-profits are known for receiving bequests from estates, tax deductible donations from business, industry and private individuals, holding successful fundraisers and by writing and receiving grants from both the private and governmental sectors. Federal monies are available as grants for historic restorations and in connection with the arts and culture of a community. Federal monies are also available to non-profits via CDBG funds and in Redevelopment Districts. It is believed by the committee that a private non-profit will be more likely and more capable of raising the necessary funds to restore the Hard House due to volunteer efforts, man hours, and sheer desire to see the Hard House restored.

In addition to a non-profits ability to raise funds, typically the money necessary for a project such as this, are less. A governmental project usually demands total or all inclusive bids from general contractors that address all phases of the restoration and are usually known to be higher to address the difficulties of working with governmental bodies. Non-Profit 501 (c) (3) organizations are "charities" that may have a project manager, several volunteer workers, both skilled and unskilled, donated goods and materials and for some technical portions of the project, paid licensed contractors. Non-Profits do not usually experience the delays required for obtaining council approval for additional funding or moving into the next phase of the project.

A prime example of the lesser cost for a non-profit is the Antioch Historical Society Museum at 1500 W. 4th Street. When estimates were gathered by the Riverview Fire District for upgrading and refurbishing the building for continued governmental use, the cost was in excess of 2 million dollars (\$2,000,000.00). Since being in the ownership of the historical society, all of the massive upgrades and restorations made to date to the building are more in the range of 4 to 5 hundred thousand (\$400,000.00 - \$500,000.00) and the money has been raised through private and public grants, donations, bequests and large fundraisers.

Since it's purchase in 1979 by the City or Redevelopment Agency, the Hard House has presented a policing problem, liabilities due to individual's illegal and unauthorized entry onto and into the property and potential fire danger to other surrounding properties. Further, there has clearly been no efforts made to commence the restoration of the property in the last 30 years. So due to the weight of "desire, potential success, and probable financial ability", the committee believes the road to restoration lies with a private non-profit corporation organized for the sole purpose of restoring the Hard House to it's once grand stature.

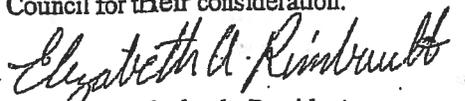
RECOMMENDATIONS FOR THE ROSWELL BUTLER HARD HOUSE

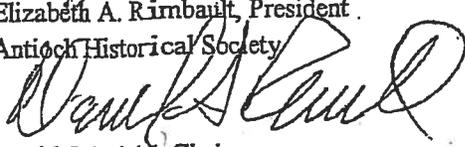
Based on the inspection of the property and all prior studies and reports issued on the house, and further based on the facts and discussions put forth in this report from the Antioch Historical Society Committee, the recommendations of the committee are as follows:

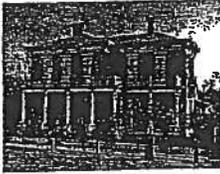
- 1.) The Roswell Butler Hard House should be rehabilitated and restored.
- 2.) That the least invasive, least costly, and highest potential of achieving the goals of a functioning Museum Home, is through "Restoration", not reconstruction.
- 3.) That the house should be restored to its original footprint and architecture of 1869, thereby removing the 1920 addition.
- 4.) The highest potential of restoring the property will be in the ownership of a private non-profit, 501 (c)(3).
- 5.) That the City of Antioch enter into negotiations with the newly formed private non-profit 501 (c)(3) California Corporation of "FRIENDS OF ROSWELL BUTLER HARD HOUSE", Non-profit number 27-0454042; Tax exempt date: August 5, 2009, for the successful transfer of title of the Hard House and its original land parcel to the non-profit.
 - A. All negotiations and contracts shall guarantee the property shall be used for the public benefit and that should the non-profit corporation dissolve anytime in the future, the first choice will be the transfer of the real property back to the City of Antioch; or if declined by the City, to the Antioch Historical Society for future protection.

The recommendations stated above have been approved by the Hard House Committee of the Antioch Historical Society, The Board of Directors of the Antioch Historical Society and the Board of Directors of the newly formed none-profit, Friends of Roswell Butler Hard House. Said recommendations are hereby respectfully submitted to the City of Antioch and the Antioch City Council for their consideration.

September 25, 2009


Elizabeth A. Rimbault, President
Antioch Historical Society


David S. Brink, Chair
Hard House Committee of AHS



Friends of Roswell Butler Hard House

1500 West 4th Street, Antioch, CA 94509

Dave Brink

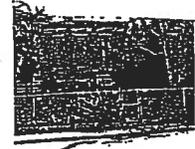
(925) 437-8085

E-Mail: hardhouse@comcast.net

Fax

(925) 757-8953

Non-Profit # 27-0454042



PRELIMINARY PLANS FOR FUNDING THE RESTORATION OF THE ROSWELL BUTLER HARD HOUSE

The Friends of the Roswell Butler Hard House are a nonprofit 501 (c)(3) tax exempt organization dedicated to the restoration of the Hard House in the City of Antioch. The corporation has a minimum of 9 and a maximum of 11 officers and directors but does not have members. The board of directors are responsible for the entire project. Many nonprofits have learned that maintaining a membership or increasing memberships can be time consuming, costly and frequently are not a significant source of funds. Members of the public can become a "Friend" by making a donation and general donations of any size will be solicited, and not limited by a membership fee amount.

The following are proposed sources of funding the restoration project:

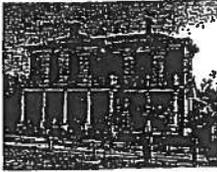
- 1.) A letter Grant request has been submitted to Mirant for \$150,000.00.
A letter from the City of Antioch acknowledging the intent to transfer ownership of the property to the Friends, would greatly assist in moving this request along. However, No grants will be given prior to transfer of ownership.
- 2.) Solicitation of donations from the general public and individuals interested in seeing the restoration of the Hard House. Donation, gifts and bequests may be in any amount and will earn the giver of funds, the title of "Friend" of the Roswell Butler Hard House.
- 3.) Grant applications may be submitted following receipt of ownership to AASLH (American Association of State and Local History), for "Museum Home" restoration projects.
- 4.) Grant applications will be submitted to all applicable State, Federal, and local Grant programs, including the Keller Canyon Mitigation Fund.
- 5.) Application will be made to the City of Antioch CDBG funds for 2010, most likely addressing HVAC and Handicap Restrooms, and Handicap Access to the lower level of the building.
- 6.) Grants will be written for the reconstruction of the Cistern system to conserve water for the landscaping and public restroom. We would also request waiver of water fees from the City of Antioch for the balance of water needed in the dry season.
- 7.) We may seek sponsorships for various rooms, displays or the gardens from local businesses, individuals and industry.
- 8.) Through various business associations and friendships the board members will seek donations of building materials and in-kind services. This may include debris boxes and porta potties from Allied Waste; building materials from contractors; plumbing and electrical services

from retired contractors ; Gardening services from the local Garden club; historical research from the Historical Society; Temporary electrical service from the City's Lynn House; Temporary security alarm installation and permanent services upon completion from Lenhart Alarm; Masonry Contractors Union training of Apprentices; Telephones installed by retired phone installers and antique telephones restored; and others.

- 9.) Pic-nic Barbeque Fundraiser, requiring partial street closure in front of the Hard House, during good weather. Other Private Fundraisers held at individual members homes. Raffles and other fundraisers held in various locations including at the Antioch Historical Society.
- 10.) We may seek limited partnering on special projects with the Antioch Unified School District and Prospects School, which may provide a level of training for students.
- 11.) Through newspaper stories, publicity and outright begging, we WILL receive donations of money, materials and most important in restoration projects, Free labor.

All of the above listed methods of seeking funding for restoration projects have proven successful in several other existing projects in town.

11/19/2009



Friends of Roswell Butler Hard House

1500 West 4th Street, Antioch, CA 94509

Dave Brink

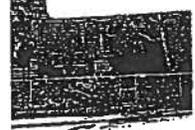
(925) 437-8085

E-Mail: hardhouse@comcast.net

Fax

(925) 757-8953

Non-Profit # 27-0454042



FRIENDS OF ROSWELL BUTLER HARD HOUSE PROPOSED RESTORATION TIME LINE

It is the goal of the Friends to have the restoration project substantially completed within the next 5 (five) years. To that end the following represents our timeline structure proposed:

Phase I. to complete within the first 6 months (with consideration for weather):

Secure the building

Install and monitor alarm system

Remove all debris and dangers

Clean Yard completely

Demolish rear structure

Clean interior

(SAFETY, SECURITY AND
WEATHER PROOFING)

Phase II. Over a period of 2 Years:

Repair Masonry and Address Structural Issues.

Foundation issues first, followed by brick and roof issues.

(STRUCTURAL)

Phase III. Total Exterior Restoration- 3 Years:

Porches, balcony, walls and Gardens restored.

(EXTERIOR STREET VIEW)

Phase IV. Interior Restoration Year 5:

All interior walls and finishes.

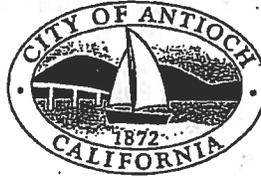
Restored wooden floors.

Heating and Air Conditioning.

Lighting, Electrical and finished plumbing.

(INTERIOR FINISH)

The above proposed timeline does not represent any acquisition of furnishings or guarantee a readiness to open to the public by the end of the 5th year. Predictions based on hoped for funding cannot be absolute.



January 26, 2010

David Brink
Friends of Roswell Butler Hard House
922 Orchid Lane
Antioch, CA 94509

Dear David:

It has been a pleasure talking with you and other members of the Friends of Roswell Butler Hard House Non Profit Organization. It is exciting to think that the Hard House may one day become a treasure of downtown Antioch. To that end, and in an effort to develop criteria which may be used in a future agreement with Friends of Roswell Butler Hard House, staff has the following recommendations.

Structural Integrity: The Hard House is recognized on the National Registry of Historic Buildings, which may subject the renovation of the building to different standards than would otherwise apply. The Hard House has not been occupied nor maintained for many years adding significantly to the renovation work that will be required. To help us all understand the work that will be involved in this project, the City will require that the Friends of Roswell Butler Hard House provide the following information:

- A structural renovation plan, developed by a certified engineer that complies with California historic building code;
- A site work safety plan including rules and requirements for those working in or around the Hard House site; and
- A plan for the removal and disposal of all hazardous material.

Insurance: For the protection of the City of Antioch and the Friends of Roswell Butler Hard House organization, volunteers and paid workers, it is imperative that a dedicated insurance policy be obtained for this project. Therefore, the City will have the following insurance requirements:

- The Friends of Roswell Butler Hard House will obtain, at their sole expense, liability insurance at a minimum of \$5 million;
- The Friends of Roswell Butler Hard House Non Profit will release and indemnify the City of Antioch of any and all liability associated with the Hard House and the renovation project; and
- Insurance coverage will extend to all volunteers and paid workers taking part in the restoration project.

Proposed Time Line: The Friends of Roswell Butler Hard House proposed a five year restoration time line consisting of the following. Phase I (6 months) will address safety, security and weather proofing aspects of the project; a very important first step. Phase II (2 years) will address the foundation, masonry and structural issues that will be identified in the structural renovation plan required above. Phase III (3 years) completes the outside exterior street portion of the house including porches, balcony, walls and garden area. Phase IV estimated for completion in year five will address the interior finish and access issues. The City concurs with this proposed timeline and execution of the renovation project. What is needed from the Friends of Roswell Butler Hard House is an estimated budget for all phases of the project outlined above.

Structure of Agreement and Next Steps: After receiving from the Friends of Roswell Butler Hard House a written concurrence with the information requested in this letter, staff will prepare an agenda item for City Council review. This item will seek Council approval to structure and negotiate a Disposition and Development Agreement. The terms and conditions of the development agreement will include, at a minimum, the items outlined in this letter. We understand that the Friends of Roswell Butler Hard House desire to own the property on which the renovation will take place. It will be staff's recommendation to condition transition of ownership upon completion of certain milestones to be outlined in Phases I & II of the renovation project. Those details can be worked on after City Council approval to move forward with the renovation project.

Again I would like to reiterate that staff is excited about the possible renovation of the Roswell Butler Hard House. It is our goal to work with your organization to help make this project a reality. In doing so, we want to ensure that the project is done in a safe manner and the renovation is completed within City building codes.

I look forward to hearing from you in the near future.

Sincerely,



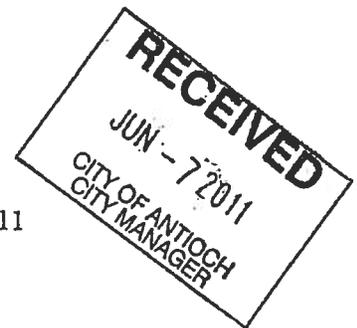
ARLENE MORNICK
Assistant City Manager

Cc: Mayor and City Council
Jim Jakel, City Manager
Lynn Tracy Nerland, City Attorney

David Brink, President
Friends of the Roswell Butler Hard House
c/o 1500 West 4th Street
Antioch, CA 94509

Mayor James Davis and Members Of the Council
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

May 26, 2011



Re: Acquisition of the Hard House by the Friends

Dear Mr. Mayor and Members of the Council,

We have been attempting to return to the Council Chambers, on the agenda for the last few months and feel our efforts are being diverted. This discussion with the Council needs to be continued and resolved.

In the past the Council has seemed concerned with potential uses of the Hard House. We have stated the best and most likely use is that of a Museum Home, which would qualify for various grants from State and National organizations as well as the Federal government. However, within that category a continued use by the City would be expected as a presentation or ceremonial office of the Mayor and Council. In addition there would be nothing precluding it from being used for "Ticket Sales" should the Antioch Ferry become a reality. In fact the potential of rental income from a transportation company would guarantee funds for continued maintenance of the building after the restoration.

In addition we have discussed the potential of letting space upstairs to the Antioch Schools Foundation or partnering with Prospect school to further the connection between the schools and city interests. This building is not seen as a huge potential retail or business concern, but as an interesting historic attraction for downtown.

This last year the City of San Ramon opened the "Glass House" which is located on the South side of Highway 680 in San Ramon. The Glass House is a reverse floor plan of the Hard House and an excellent example of the fully restored structure from the same period. If you have the opportunity to tour the Glass House, some of your concerns might be answered.

Some of you voiced a concern for the size of our bank account. We still have less than \$2,000.00 in the bank, however, our taxes are filed and all the cost of incorporation and qualifying for our non-profit have been paid and we continue to operate with 100% volunteer effort and no debts.

By specific intent, we have not held fundraisers or ask for community donations as yet because history has showed us too many projects in Antioch that sold bricks or held street fairs and never got started. The members of our board all have long histories of past restoration and preservation projects that include The Carnegie Library, The Woman's Club of Antioch, The El Campanile Theater, The Riverview Union High School (Antioch Historical Museum) and the McCoy Cook House. We are all still here in town, know and understand how to keep the trust of the citizens of Antioch, and we know how to raise the funds and volunteer help to complete historic projects.

Further with two of our board members we have significant understanding of the Redevelopment Laws. Elizabeth Rimbault, our secretary, served 6 ½ years on the Council and as the Redevelopment district sub-committee under Mayor Joel Keller. Much of her work was concentrated in this very block and included the land transfer to the school district and the design and construction of Prospect school as well as the completion of restoration of the Lynn house and it's opening. Stanford Davis, our treasurer, served as City Engineer from the 1960's until his retirement and has vast experience with dealing in Redevelopment Law in the City of Antioch.

With this knowledge we proposed a transfer through the Redevelopment Agency that would guarantee a timeline for meeting goals and allowed for consequences if goals were not met. It further guaranteed the property would always be used as a community asset and attraction to the downtown. Our entire mission is the preservation and restoration of the first property in Antioch placed on the State and National Roster of Historic Sites. There is no allowance in our proposal for individual benefit or windfall profits or resale of the site. Under Redevelopment Law the City may make this transfer to the Friends and be relieved of all liability of this currently neglected property and will not be responsible for any of our actions as well. We can guarantee that within the first 18 months of transfer we will meet all of our stage one goals.

However, we cannot even begin with the City now in title. Our best advice received tells us this one parcel can be transferred back to the Redevelopment Agency and then transferred to the Friends and all Redevelopment Law will continue to be in force. We have now been working with the staff and council for 2 years. We have patiently waited for budget sessions to be concluded, only to be set aside for the next item of city urgency and nothing in the City's financial strength or in the stability of the Hard House has changed. We Need to save this wonderful historic asset of downtown Antioch and we cannot do that with the City in ownership of the property.

THE PLUSES: With the Friends in ownership, we can qualify for a number of private grants, fundraisers and community donations. Many citizens are joining our number for volunteer labor to save this property. The City will be relieved of the burden of finance and liability for this property. The City will retain an open agreement for use of the building as a presentation or ceremonial office of the Mayor. The property will go back on the tax roll. Blight will be removed from the neighborhood and the property will be restored and usable. The citizens will gain access to the property and be able to enjoy this historic site.

THE CONS: If we Fail the property remains the same as it is today, unusable blight on the block, just as it has been since the 1970's when the Agency acquired it. No money, no plans and no incentive to improve.

You can take a chance and move forward into bright potential or stay the same and remain paralyzed in finance and politics. What's to loose?

None of us will be here forever and as taxpaying citizens and strong volunteers we believe we are owed a timely good faith response from our cities representatives. We await your response.

Very truly yours,

David Brink, President
Friends of Roswell Butler Hard House



Claudia Crow

Friends of the Roswell Butler Hard House
c/o Elizabeth Rimbault
2810 Lone Tree Way #8
Antioch, CA 94509

Re: Hard House, Antioch, CA

At the request of Elizabeth Rimbault, representing the Friends of the Hard House and the Antioch Historical Society Committee, I have made an evaluation of the property at 315 First Street, Antioch, CA., as of July, 2011. The property legal description is Parcel Map 161 Pg 22 Pcl A (APN 066-091-015), a .32 acre site that includes other buildings. At the request of the client, the site under valuation is assumed to be a 5000 sf portion of the site on which the historic Hard House is situated. The improvements consist of a two-story wood frame with brick exterior residence built in 1869. It has approximately 1700 sf. not including an addition reportedly built in 1920. At the request of the client, and due to unsafe conditions, the property was not measured and the interior of the property was viewed only through photographs provided by the client. Only an exterior inspection of the front of the property was conducted, the portion visible from the public street. The intended use of the appraisal is for negotiation with the City of Antioch for acquisition of the Hard House for restoration for public use. This opinion is based upon hypothetical conditions as requested by the client and is restricted to their use only. The opinion is based upon information provided by Elizabeth Rimbault, the Friends of the Hard House, a report prepared for the City of Antioch in 1990 by the architectural firm Architectural Resources Group that was provided for review as well as information from local MLS, area realtors and the appraiser's knowledge of the area.

The subject is in Old Town Antioch, adjacent to the restored Lynn House and backing to Prospect High School. Information provided the appraiser indicates the high school recently acquired a portion of the subject site for a patio. The subject site is near the River front and has a view of the river however a railway line runs between the property and the river. The railway line services the Antioch Train Station in the same block as the subject and is subject to noise from the train and traffic at the station. The condition of the structure is poor based upon information provided and the exterior inspection. There is no plumbing, no heating or cooling; electrical systems have been disconnected and are unusable. The addition at the rear of the structure must be removed as it is deemed inaccessible due to condition. Removal of asbestos used in the structure is also required for health and safety.

Removal of the structure would require special permission and permits from the State of California due to its designation on the Registry of Historic Sites. Removal costs would also involve the hazardous waste removal of the asbestos as indicated for restoration. It is further noted that the site, like the others along First Street, is in a flood zone. In addition, a fault line traverses the site from the southeast corner at the rear to the northwest corner at the front. This may render the site unbuildable as the City building code requires any structure must be constructed at least fifty feet from a fault line.

While no sales of vacant lots could be found in the city during the past three years, likely due to economic conditions, listings of two parcels on 6th Street that have views of the river, are available at \$3.75 and \$4.00 per square foot asking price. These are asking prices, subject to negotiation. These sites are 8000 sf and 10,000 sf respectively and are currently vacant. Historically, negotiated prices for vacant land are approximately 20% below the asking price. Thus, in using these as comparables for lack of other available data, subject's indicated value would be in the range of \$15,000 to \$16,000 if vacant. However, to create a vacant site would require removal of the structure. Figures provided by Elizabeth Rimbault indicate that a dated estimate for removal (including hazardous waste) was between \$150,000 and \$184,000. Inasmuch as costs to make the land vacant far exceed the estimated value as if vacant, the land is estimated to have no value.

Further analysis indicates that because the home is designated as an Historical property its future is limited to what is permissible. To value the property "as is," the appraiser researched improved home sales in Old Antioch. While there are few sales of old homes in the subject area with similar living area, the sales that have occurred indicate a range of \$105,000 to \$175,000. These properties are habitable residences with those in the higher valuation range having been remodeled or updated. These properties do not suffer from the negative influences of the school and/or the railroad. Based upon historical data for similar properties, it would appear that the cost to restore the Hard House to a habitable residence would far exceed the current market value under current market conditions. Thus the subject property is deemed to have negligible market value as of July, 2011.

This opinion of value is not a complete appraisal report. Supporting documentation and information used in the analysis are in the appraiser's office files. Please refer to the definition of *Market Value* and the *Statement of Limiting Conditions* attached.

Yours truly



Claudia R. Crow

AG007694, exp. 12/21/2012

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: buyer and seller are typically motivated; both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; a reasonable time is allowed for exposure in the open market; payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:

The report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser will not give testimony or appear in court because she made an appraisal of the property in question.
3. The appraiser was unable to inspect the property on the interior and/or measure the property. The appraiser has relied on information from third parties with regard to condition, living area, matters of a legal nature affecting the property, hazardous materials, environmental hazards and other conditions and has assumed the information provided her is factual.
4. The appraiser has assumed hypothetical conditions as outlined by the client and the opinion is based upon the assumption that these conditions can be met.
5. The appraiser has relied on third party information, public records and published multiple listing data in her research and cannot be held liable for any errors in published third party information.

Radabaugh Appraisal Service

2323 Peachtree Circle
Antioch, CA 94509
Phone 925-757-2479
Fax 925-755-5809

August 29, 2011

Friends of Roswell Butler Hard House
2810 Lone Tree Way #8
Antioch, CA 94509

RE: Hard House
Antioch, CA

Dear Friends:

I have been asked to determine a fair market value for the Hard House located at 815 First Street, Antioch, California. As the subject property is not accessible, it was viewed from a drive-by inspection during the month of August. The intended use of the appraisal is for negotiation with the City of Antioch for acquisition of the property to renovate it for public use.

At the request of the client, I am valuing the home "as is" with information supplied by the Friends of Roswell Butler Hard House and Elizabeth Rimbault. It has been requested that I consider the site to be subdivided and approximately 5,000 square feet. The home is approximately 1,700 sf in building area (not including the 1920 addition) and was built in approximately 1869. It is a two-story wood frame and brick home of average quality construction with a view of the San Joaquin River. The home has a Historical Designation.

My opinion of value is based on information supplied to me by Elizabeth Rimbault, the friends of Roswell Butler Hard House, and a report prepared for the City of Antioch in 1990 by Architectural Resources Group. The home has a number of issues that affect the value. In its current condition it is deteriorated on the interior and exterior. The information provided to me indicates that the home has asbestos on the interior that needs to be removed, has no heat or air-conditioning, needs all new electrical, and needs extensive work on both the interior and exterior to make it a marketable property. It also is near the railroad tracks with train noise at all hours of the day and night.

As the site has been designated on the Registry of Historical Sites, removing the structure requires special permission and permits from the State of California granting a removal waiver

and being validated by several reports. The costs of removal of the hazardous wastes of the asbestos on the site would also be extensive. According to Elizabeth Rimbault, the last estimate for removal, including hazardous waste, was between \$150,000 and \$184,000. Realtors say that figure is low by today's standards.

Another restriction to building on the site is that it is located within a flood zone and an earthquake zone. Under the City of Antioch's building code, you cannot build within 50 feet of the fault line. Therefore, if the house was torn down, the lot would likely become non-buildable due to the fault line crossing at an angle on the site and possibility not allowing enough buildable area. The City of Antioch could allow a variance for someone to build on the site but it would be unlikely that anyone would want to build on the site at this time due to the current market conditions and other external factors that affect the site. The vacant site may have a minimal value as a parking area for the school to the south.

A cost approach was not considered due to the lack of land sales and the condition and age of the home. To determine the current value of the subject, other improved comparable sold and listed homes were considered. These homes have been built in the 1800 to early 1900s and located in the downtown area of Antioch. These comparable properties range in value from approximately \$125,000 to \$220,000. The homes in the higher range have been renovated. Considering the subject's condition, external obsolescence, and the current market conditions, it is unlikely that the subject would have any value. The cost to renovate the home to livable standards would far exceed the value of the improvements. Added to those costs, is the Historical Use, which would limit most other uses. In its current condition the subject property has little to no value due to the external factors and condition of the improvements.

This report is based upon hypothetical conditions as requested by the client and is restricted to the clients use only. This letter of value is based on information supplied by Eizabeth Rimbault and the Friends of Hard House, discussions with area agents and brokers, comparable sales and listings in the area, and the appraiser's knowledge of the area. This letter is not meant to be a full report and information used to support the value can be found in my office files. Special attention should be given to the certification and limiting conditions included with this letter.

Sincerely,



Teri J. Radabaugh
AR009553, expires 5/18/2013

Certification and Limiting Conditions Statement

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have only made a drive-by inspection from the front of the property located at 815 First Street, Antioch, California. The property was inspected in the month of August 2011.
-
- no one provided significant real property appraisal assistance to the person signing this certification. Information regarding the condition, cost estimates, reports, and size were supplied by Elizabeth Rimbault and the Friends of Hard House.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Teri Radabaugh, has completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.
- The scope of the discussion in this report is specific to the needs of the client, Friends of Roswell Butler Hard House, and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and its use or reliance on by anyone other than the client is prohibited. The appraiser is not responsible for unauthorized use of the report. If you are not the client listed above, you are a "third party" to the report and are warned not to rely on this report in any way. It's quite possible that your interpretation of the information contained in this report may be incorrect. No one, client or third party, should rely on this report to disclose the condition of the property or the presence/absence of any defects. This is an appraisal report, not a home inspection report.

- This report has extraordinary assumptions and hypothetical conditions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property, such as market conditions or trends; or about the integrity of data used in an analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Definition of market value

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

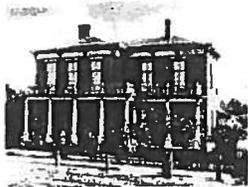


Signature

____September 20, 2011____

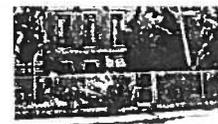
Date

approximately 1800. This property was built in the late 1800s or early 1900s in connection with a view of the San Joaquin River. The home has a four-sided design.



Friends of Roswell Butler Hard House

1500 West 4th Street, Antioch, CA 94509
 Dave Brink Fax
 (925) 437-8085 (925) 757-8953
 Non-Profit # 27-0454042
 P.O. BOX 1522, Antioch, CA 94509



RECEIVED

JUN 06 2012

CITY OF ANTIOCH
 CITY ATTORNEY

Lynn Tracy Nerland, City Attorney
 City of Antioch
 P.O.Box 5009
 Antioch, CA 94531-5009

June 4, 2012

Re: Hard House "First Right of Refusal".

Dear Lynn,

Attached is a copy of the First Right of Refusal the Historical Society has with Contra Costa County for the Museum property. I have highlighted the primary areas of interest where it refers to the First Right of Refusal. Although there are some differences I think staff should be able to see how they would be equal to our proposal for the Hard House and in some instances our proposal would be preferred by the City.

I will attempt to make our case below:

Section 2,(b):

There was a purchase price involved with the County of \$175,000.00 and the agreed base price back to the County would be this same price plus other conditions. Although much more than the \$1.00 offered to the City, the museum purchase was actually only half of three other legitimate bids from other purchasers. The other bids in hand were \$360,000.00 (2), and one at \$365,000.00.

The museum property was over 2 acres of valuable land with a fully usable building, unlike the Hard House on a small lot with several negatives including a totally unusable building that must be restored before any possible use can take place. In this sense the purchase prices are fairly equal.

(c): PURCHASE PRICE "PLUS" UNREIMBURSED RETROFIT AND RESTORATION COSTS.

The unreimbursed retrofit and restoration costs on the museum property have already neared \$1,000,000.00. By the Cities own early estimates on the Hard House costs could reach nearly \$2,000,000.00. Although we believe with the use of volunteers and donations we do not believe we will spend anywhere near that much, it still promises to be a very costly project. Even our purchase price of \$1.00 plus the restoration costs would far exceed any price the City would be willing to pay in the future.

What the Friends have offered is a buy- back price of "Fair Market Value", knowing that on restored properties the Fair Market Value will never reach anywhere near the cost to restore. Having worked in the field of appraisal for some 20 years prior, I do not believe the price would ever exceed \$200,000.00.

In addition, just as with the County contract, any government based Grant would be subtracted from that Fair Market Value price. This includes all grants from City, County, State and Federal governmental agencies. We do intend to apply for grants to restore the property and any "tax payer" based grant received will be subtracted from the potential purchase price. I believe this would produce a buy back price far below \$100,000.00, whereas if you selected the exact verbiage of the County contract the potential purchase price of \$1.00 plus all unreimbursed costs would far exceed the \$100,000.00.

We do not want to agree to a totally free buy-back as the City too often is unprepared and unable to maintain properties due to on-going costs. We want any future Council to give pause before they decide to take the project back on. All of our proposed terms of course refer to AFTER the initial 7 year period of restoration. Should we fail, disband or quit prior to the 7 years, the property would be returned to the City at absolutely NO COST and no reimbursement for any monies put into the project, including no refunds of permits paid.

Section 4. TERM:

I wanted to draw your attention to the term of these conditions. As with the County contract it should be ninety (90) years, UNLESS SOONER TERMINATED. An earlier termination of the buy-back clause would include a refusal to exercise the First Right on a proposed sale and other conditions stated in Section 5.

I want to assure staff that although this copy from our files is not signed or notarized, it is the exact contract that was signed and recorded against the museum property at the County Recorder's Office.

I hope this is what you were looking for in the way of example and I look forward to hearing your recommendations.

Very truly yours,



Elizabeth A. Rimbault, Secretary

Friends of the RB Hard House

Return to:

County
Department
Division
Drive
CA 94553

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS REGARDING PROPERTY
AND
RIGHT OF FIRST OFFER AGREEMENT
BETWEEN
ANTIOCH HISTORICAL SOCIETY AND
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

This Declaration of Covenants, Conditions and Restrictions Regarding Property and Right of First Offer Agreement ("Agreement") is made as of _____ ("Effective Date") between the Antioch Historical Society, a California corporation ("Grantor") and the Contra Costa County Fire Protection District, a county fire protection district ("District").

RECITALS

- A. Grantor acquired the Property from Grantee by Grant Deed of even date herewith ("Deed"), under the terms of the option ("Option") contained in the Lease Agreement between the parties dated March 16, 1999 ("Lease"), on the condition that the Property continuously be maintained open to and for the benefit of the public as a Regional Public History and Cultural Center, as that term is defined in the Lease. This Agreement and the terms and conditions contained in the Option and the Deed, were and are material consideration for Grantee's agreement to convey title to the Property to Grantor.
- B. As the result of the acquisition of the Property from Grantee, Grantor is the owner of certain real property described in Exhibit "A" attached hereto and incorporated herein by reference ("Real Property") and the improvements constructed on the Real Property ("Improvements"), more commonly known as 1500 West 4th Street, Antioch, California (collectively "Property").
- C. Grantor and Grantee desire to impose covenants, conditions and restrictions on the Property which shall govern the use of the Property during Grantor's ownership. In addition, Grantor desires to grant to Grantee and Grantee desires to obtain from Grantor, a right of first offer to purchase the Property, together with all rights of Grantor to adjoining streets, rights of way, easements, and all other appurtenant rights on the terms and conditions contained herein.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Covenants, Conditions and Restrictions. The conveyance of the Property to the Grantor was and is made expressly subject to the following covenants, conditions and restrictions which shall remain in effect during the term of this Agreement. These covenants, conditions and restrictions shall apply only for so long as Grantor owns the Property and will terminate upon termination of this Agreement.

- (a) The property will continuously be operated and maintained as a Regional Public History and Cultural Center, open to and for the benefit of the public, and for no other purpose. This restriction is not intended to limit incidental day use of the Property for things such as private wedding receptions. The term "Regional Public History and Cultural Center" is defined to mean use of the property for the purpose of storing and displaying materials illustrating the history of the City of Antioch and Contra Costa County and providing for exhibits and festivities celebrating the different cultures within the Antioch Community and the County of Contra Costa.
- (b) The property shall be open to the public and without charge to teachers or students on field trips from any school in Contra Costa County.
- (c) Governmental agencies or other recognized historical societies shall have the right to use the property for special events at a cost which does not exceed the actual cost of providing personnel to open and lock the building, janitorial service, utilities and insurance and the cost of repairs and maintenance caused by the other recognized historical societies ("Actual Cost").
- (d) Other recognized historical organizations shall have the right to lease the Property or portions thereof subject to Grantor's discretion with respect to available space, nature of use and subject to reasonable rules and regulations established by Grantor at a rental rate not to exceed the Actual Cost.

Section 2. Right of First Offer.

- (a) Grantor shall not sell or agree to sell the Property, without first offering the Property to Grantee. The word "sell" shall include any transfer, conveyance, assignment, hypothecation, or pledge of all or any portion of the Property or Grantor's interest in the Property.

- (b) Prior to Grantor entering into an agreement for the marketing of the Property or otherwise selling or agreeing to sell the Property, Grantor shall offer in writing ("First Offer") to sell the Property at the Grantee's Purchase Price, as that term is defined below. The First Offer shall include Grantor's initial determination of the Grantee's Purchase Price for the Property calculated as described below and Supporting Documentation as identified herein
- (c) The Grantee's purchase price for the Property ("District's Purchase Price") shall be the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$175,000) plus "Unreimbursed Retrofit and Restoration Costs" as defined hereinbelow. "Unreimbursed Retrofit and Restoration Costs" are defined to be the actual costs incurred by the Grantor for reasonable and necessary structural retrofit of the building on the Property, to restore the building or systems serving the Property, or for the clean-up of Hazardous Substances (as that term is defined in the Lease) during the Grantor's ownership of the Property, over and above the amount of any State, Federal or other grants which the Grantor received for the structural retrofit or restoration of the Property. Unreimbursed Retrofit and Restoration Costs shall not include and Grantee shall not be required to pay costs attributable to the normal repair or maintenance of the Property or any other improvement cost spent on the Property for the sole benefit of Grantor. In addition to the foregoing, Unreimbursed Retrofit and Restoration Costs shall not include, and there shall be deducted from any actual retrofit or restoration costs, the amount of any State, Federal or other grants which Grantor receives for the structural retrofit or restoration of the Property. Grantor shall submit to the Grantee with the First Offer all accounting information verifying the amount of the Unreimbursed Structural Retrofit or Restoration Costs ("Supporting Documentation"), including but not limited to construction contracts and grant information, available to Grantor to enable Grantee to determine the amount of the Unreimbursed Retrofit and Restoration Costs and the total District's Purchase Price.
- (d) Grantee shall have 90 days from the date it receives the First Offer and the Supporting Documentation ("First Acceptance Period"), at Grantee's option, to either (i) "Accept" the First Offer at Grantor's initial determination of the District's Purchase Price; (ii) "Conditionally Accept" Grantor's First Offer subject to further negotiation of the District's Purchase Price or (iii) Reject the First Offer, by delivering to Grantor its notification on or before 5:00 p.m. on the last day of the First Acceptance Period. If the Grantee fails either to Accept or Conditionally Accept the First Offer on or before the last day of the First Acceptance Period, the First Offer shall be deemed to be rejected.

- (e) If Grantee Conditionally Accepts the First Offer then, within 30 days following the Conditional Acceptance, the parties will meet and negotiate in an effort to reach agreement on the District's Purchase Price. If the parties are unable to agree on the District's Purchase Price within a reasonable time, either party may request that the matter be submitted to binding arbitration before a single neutral arbitrator, selected jointly by the parties. The sole purpose of the arbitration shall be to determine the amount of the Unreimbursed Retrofit and Restoration Costs and the District's Purchase Price. The arbitrator shall have substantial experience in the geographic real estate market where the Property is located. The arbitrator shall conduct an arbitration under the provisions of the commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted in Contra Costa County, California, unless the parties agree in writing to another location. If the parties cannot agree on an arbitrator within the thirty (30) day period, the matter will be submitted to the American Arbitration Association ("AAA") for the immediate selection of the arbitrator. Costs and fees of the arbitrator shall be borne by the nonprevailing party unless the arbitrator for good cause determines otherwise. Each party shall pay its own attorneys fees, expert and non expert witness expenses and other costs and expenses incurred in connection with the arbitration.
- (f) Grantee shall have 30 days following receipt of the arbitrator's decision to either (i) Accept the First Offer at the District's Purchase Price as determined by the arbitrator; or (ii) Reject the First Offer (Final Acceptance Period). If the Grantee fails to Accept the First Offer on or before the last day of the 30 day Final Acceptance Period, the First Offer shall be deemed to be rejected.
- (g) If Grantee Accepts the First Offer, during either the First Acceptance Period or the Final Acceptance Period, the parties shall use their best efforts to consummate the purchase and sale of the Property within 90 days following acceptance of the First Offer ("Closing Period") or within a reasonable time thereafter.
- (h) If Grantee Rejects the First Offer, Grantor shall be free to sell the Property to any third party for any use free and clear of the covenants, conditions and restrictions set forth in Paragraph 1 of this Agreement..

Section 3. Consideration. The consideration for this Agreement is the sale of the Property by the Grantee to the Grantor under the terms contained in the Option, and the terms and conditions contained herein.

Section 4. Term. Grantee's right of first offer shall begin with the Effective Date of this Agreement and continue in effect for ninety (90) years, in accordance with Probate Code section 21205(b), unless sooner terminated in accordance with the terms of this Agreement.

Section 5. Termination. This Agreement shall automatically terminate on the first of the following events to occur:

- (a) The expiration of the term, as it may be extended;
- (b) Grantee rejects the First Offer and Grantor subsequently consummates a sale of the Property to a third party pursuant to the terms of the First Offer or Second Offer; or
- (c) The purchase of the Property by Grantee.

Upon termination of this Agreement, at the request of Grantor, Grantee shall deliver to Grantor an executed quitclaim deed.

Section 6. Successors and Assigns. Grantee shall have the right to assign Grantee's rights and obligations under this Agreement to Contra Costa County. This Agreement shall be binding on the parties and their respective successors, heirs and assigns and shall be binding on all future owners of the Property until such time as this Agreement terminates.

Section 7. Notices. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing.

- (a) Notice shall be sufficiently given for all purposes as follows:
 - (1) When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
 - (2) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - (3) When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
 - (4) When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.
- (b) The place for delivery of all notices given under this Agreement shall be as follows:

Grantor: Antioch Historical Society
2810 Lone Tree Way #8
Antioch, CA 94509-4956

Grantee: Contra Costa County
Real Property Division
Public Works Department
255 Glacier Drive
Martinez, CA 94553

or to such other addresses as Grantor and Grantee may respectively designate by written notice to the other.

Section 8. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals, are and shall be enforceable as, a part of this Agreement.

Section 9. Voluntary Execution of Agreement; Cooperation. Grantor and Grantee have freely and voluntarily executed this Agreement and are not acting under coercion, duress, menace, economic compulsion, or because of any supposed disparity of bargaining power; rather, Grantor and Grantee are freely and voluntarily signing this Agreement for their own benefit. The parties hereto shall reasonably cooperate with each other to fulfill the terms and conditions of this Agreement and shall not take any action to attack, set aside, void, abrogate or annul this Agreement.

Section 10. Governing Law. This Agreement shall be governed and construed in accordance with California Law. The venue for any legal action pertaining to this Agreement shall be Contra Costa County, California.

Section 11. Severability. In the event that any provision herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not materially prejudice either the Grantor and Grantee in its respective rights and obligations contained in the valid provisions of this Agreement.

Section 12. Entire Agreement. This Agreement, the Deed, the Lease and the Option contain the entire agreement between Grantor and Grantee with respect to the subject matter hereof. There are no representations or promises made to any party hereto concerning the subject matter of this Agreement except as set forth herein. It is expressly understood by each of the parties that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever, except by a writing executed by Grantor and Grantee.

BY AFFIXING HIS/HER SIGNATURE BELOW, EACH OF THE PERSONS SIGNING THIS AGREEMENT REPRESENTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT HE/SHE IS AUTHORIZED TO SIGN THIS AGREEMENT, AND THAT THE PARTY ON BEHALF OF WHOM HE/SHE SIGNS THIS AGREEMENT SHALL BE BOUND BY ITS TERMS.

SIGNATURE BLOCK

DISTRICT

CONTRA COSTA COUNTY FIRE
a PROTECTION DISTRICT, a county fire
protection district

By _____
Chair, Board of Supervisors

ATTEST:
Phil Batchelor
Clerk of the Board of Supervisors
and County Administrator

By _____

Approved as to form:
Victor J. Westman
County Counsel

By _____
Deputy

SOCIETY

ANTIOCH HISTORICAL SOCIETY,
California corporation

By _____
President

By _____
Secretary

By _____
Treasurer

By _____
Director

Exhibit A - Legal Description

PS:gpp
G:\GrpData\RealProp\1999-Files\99-2\FSTOFFERAGR.doc
March 8, 1999

EXHIBIT C

Page 7 of 7

EXHIBIT "A"

The land referred to is situated in the State of California, County of Contra Costa, City of Antioch, and is described as follows:

A portion of Rancho Los Medanos, more particularly described as follows:

Beginning at a point on the North line of the County Highway from Antioch to Pittsburg, said North line being the direct production, West of the North line of 4th Street (formerly Marsh Street) of the Town of Antioch, from which point of beginning the intersection of the West incorporation line of the Town of Antioch with said North line of the County Highway bears East 720.0 feet along said North line distant; thence from said point of beginning along said North line of Highway and its direct production, West 300 feet to a point; thence North 460 feet to a stake, thence East 300 feet to a stake; thence South 460 feet to the point of beginning.

EXCEPTING THEREFROM: That portion thereof described in the deed to John Vantress, recorded October 1, 1974, Book 7335, Official Records, Page 222.

ALSO EXCEPTING THEREFROM: That portion thereof described in the Deed to Gaylord Container Corporation, recorded February 27, 1997, Series No. 97-32586, Official Records.

(Being APN 074-040-046)

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL AND
MEMBERS OF THE CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE
ANTIOCH DEVELOPMENT AGENCY
FOR CONSIDERATION AT THE COUNCIL MEETING OF JULY 24, 2012**

FROM: Lynn Tracy Nerland, City Attorney 
DATE: July 23, 2012
SUBJECT: *Supplemental Staff Report: Agreement for Purchase and Sale of Hard House Parcel*

On the dais will be a revised Hard House Agreement that includes in Section 12 a clarification requested by Ms. Rimbault, Secretary of the Friends, that she is a licensed real estate broker but has waived all rights or claims to any commission or fees for the transfer of the Hard House property from the City to the Friends.

In a meeting today, the Friends also raised a concern regarding the deposit costs for subdivision and planning approvals. Therefore, the specific open issues in the Agreement for the Council's consideration and direction are:

1. *Desire of the Friends not to pay the standard deposit costs for a minor subdivision and planning approvals (if a variance or other approval is necessary). The Friends indicate that they will pay the City's costs as billed monthly but object to the \$7500 deposit for minor subdivisions and \$2000 deposit for planning approvals. The set deposit for a lot line adjustment/lot split is \$1500 as opposed to the \$7500 for a parcel map. (Staff's initial sense was that this property division would require a parcel map, but until a formal application is submitted with the necessary plats and legal descriptions, a final determination has not been made.)*
2. Amount of available funds, if any, that the Friends need to show prior to close of escrow/property conveyance to evidence the ability to undertake the rehabilitation (this would be in addition to the costs to subdivide and planning approvals, if any, needed before the property is transferred); and
3. Desire of the Friends to be compensated if the City exercises the Right of First Refusal in the event that the Friends desire to transfer the property to another entity (see Exhibit F – June 4, 2012 letter from Liz Rimbault)

ATTACHMENTS:

- A. *Revised Agreement for the Purchase and Sale of the Hard House Parcel with Escrow Instructions*

**AGREEMENT FOR PURCHASE AND SALE OF HARD HOUSE PARCEL
WITH ESCROW INSTRUCTIONS**

ROSWELL BUTLER HARD HOUSE

This Purchase and Sale Agreement (the "Agreement") is entered into as of _____, 2012 ("Effective Date"), by and between the City of Antioch, a municipal corporation (the "City") and the Friends of Roswell Butler Hard House, a nonprofit 501(c)(3) corporation ("Friends"). The City and Friends are sometimes hereafter referred to collectively as the "Parties" and individually as a "Party." The Parties enter into this Agreement, with reference to the following facts and purposes:

RECITALS

A. The Roswell Butler Hard House ("Hard House") was built by the City of Antioch's first mayor in 1869 and is located at 815 First Street, Antioch (APN 066-091-015). The parcel was purchased by the Antioch Redevelopment Agency ("Agency") in 1979. The Hard House was listed on the State and Federal Registry of Historic Sites in 1993. The Agency retained the ownership of the remaining parcel on which the Lynn House Gallery and the Roswell Butler Hard House stand ("Property") until it was transferred to the City in 2011.

B. A lack of resources prevented the rehabilitation of the Hard House.

C. The Friends was established in 2009 with the goal of the City conveying the Hard House property with the belief that a nonprofit would have greater resources and opportunities to restore the Hard House for public benefit and historical purposes.

D. The Friends and Historical Society submitted a report and recommendations for the Hard House based on a 1990 plan prepared by Architectural Resources Group for the restoration of the Hard House, attached as Exhibit A.

E. The Property on which the Hard House and Lynn House Gallery sit must be divided before the Hard House Parcel can be conveyed.

F. City is willing to convey the Hard House Parcel once divided and other contingencies are met and has determined that such a conveyance subject to the terms of this Agreement would be in the best interest of the public, including the health, safety and welfare of the Antioch community and not a gift of public funds.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the City and Friends agree as follows:

Section 1. Conveyance. Subject to the terms and conditions set forth below, the City agrees to convey, and the Friends agree to accept conveyance of, the Hard House Parcel.

Section 2. Consideration for Conveyance. All of the following are evidence of consideration for the transfer of the Hard House Parcel from the City to the Friends:

(a) Appraisal. Friends have engaged two licensed appraisers who prepared Opinions of Value of the Hard House Parcel based on the condition of the parcel. These Opinions of Value determined that the Hard House Parcel has negligible value.

(b) Conditions on the Use of the Property. Friends have agreed to the restrictions on the use of the Hard House Parcel as described in Section 9 of this Agreement, which further decreases any value of the Hard House Parcel.

(c) Subdivision Costs. If required, Friends shall pay for, and process, the subdivision of the Property into the Hard House Parcel and the Lynn House Parcel, and any other variance or other land use approval needed from the City to approve the division of land and for the City to sign the parcel map or other documentation. These costs shall be deposited with the City, pursuant to the procedures of the Community Development Department. The City shall not be responsible for reimbursing the Friends for these costs if this Agreement is terminated before conveyance of the Hard House Parcel.

(d) Closing Costs. If there is a separate Escrow, Friends shall deposit closing costs into Escrow prior to the Close of Escrow including but not limited to real property and ad valorem taxes and assessments prorated to the date of Close of Escrow if any; city and county transfer taxes if applicable; all costs of preparing, executing, acknowledging, delivering and recording of the grant deed conveying title to Friends; and all escrow fees. If Friends opt to obtain title insurance, then that cost shall also be borne by Friends.

Section 3. Escrow

(a) Escrow Agent. Unless the Parties agree otherwise, Friends shall establish an escrow with a mutually acceptable title company (the "Escrow Agent") to effectuate the conveyance of the Hard House Parcel. The Friends and the City shall execute any and all documents reasonably necessary or appropriate to close the conveyance of the Hard House Parcel pursuant to the terms of this Agreement.

(b) Escrow Instructions. The terms and conditions set forth in this Agreement shall constitute joint Escrow Instructions to Escrow Agent. However, the Parties agree to execute such additional instructions that are not inconsistent with the provisions of this Agreement. City shall deliver a fully executed copy of this Agreement to the Escrow Agent.

(c) Close of Escrow. Subject to the conditions in Section 5 below, Escrow shall close and title transferred from City to Friends by recordation of a grant deed with the Contra Costa County Recorder within two years from the Effective Date of this Agreement or this Agreement is terminated. Friends may also terminate this Agreement for any reasons prior to Close of

Escrow. During the term of this Agreement, the City shall not convey or accept any offer to convey the Hard House Parcel or encumber or permit encumbrance of the Hard House Parcel in any way without the written consent of the Friends.

(d) Risk of Loss. If the Hard House is destroyed prior to the Close of Escrow, then this Agreement is terminated and the Hard House Parcel shall not be conveyed. If there are any insurance proceeds, then they shall be paid to the entity holding the insurance policy.

Section 4. Method of Conveyance.

The City will convey the Hard House Parcel to Friends by grant deed but with no warranties regarding ownership and with restrictions on future use and in the substantially the form of the attached Exhibit B. The deed shall be recorded in the official records of the Clerk Recorder of the County of Contra Costa.

Section 5. Conditions to Close of Escrow.

(a) Subdivision. Prior to Close of Escrow and if required under State law or local ordinance, Friends shall submit a subdivision application; pay the application fee and all costs, including staff and consultant costs, for processing the subdivision of the Property (APN 066-091-015) to have the Hard House and Lynn House on separate parcels, including any other land use approvals such as a variance that may be necessary for approval of the subdivision; and the Property shall be subdivided.

(b) Closing Costs. Prior to Close of Escrow, Friends shall deposit funds to cover all closing costs as set forth in Section 2 above.

(c) Deed. At least two weeks prior to Close of Escrow, a fully executed and notarized deed in the form of Exhibit B shall be deposited into Escrow.

(d) Planning Commission Determination. As required by state law, the Antioch Planning Commission must make a determination that the disposition of the Hard House Parcel conforms to the General Plan.

(e) Financing. Prior to Close of Escrow, Friends shall provide evidence satisfactory to the City Manager that funds have been collected and are on deposit at a financial institution in the amount of \$_____ to be used for the rehabilitation of the Hard House.

Section 6. Condition of Title. The City has a Preliminary Title Report dated March 29, 2011 by First American Title Company, which shall be provided to Friends but with no representations from the City as to the condition of the title of the Property. The City has disclosed that the Property was transferred from the Agency to the City in 2011 and that State Assembly Bill 1x 26 (Redevelopment Dissolution Act) and letter from the California State Controller dated April 20, 2012 may call into question the validity of the conveyance from the Agency to the City and thus any further conveyance to the Friends. Friends bear the entire risk if the transaction(s) is deemed not valid and the Hard House Parcel is transferred to the State or

other entity for disposition. If such a determination is made before Close of Escrow, then the City may not convey the Hard House parcel but will work with the Friends regarding a mutually acceptable solution. The City will not reimburse any costs expended by Friends on the Hard House Parcel if any of the transfers of the Hard House Parcel are deemed invalid. It will be the Friends' responsibility to obtain title insurance if desired.

Section 7. Condition of Hard House Parcel. The City is transferring the Hard House Parcel in an "as is" condition as there has been no maintenance done on the Hard House or at the Hard House Parcel for many years. The City makes no warranties or representations regarding the Hard House Parcel except as set forth below:

(a) The City has not entered into any lease or rental agreement of the Hard House Parcel.

(b) City knows of no legal actions pending or threatened against the Hard House Parcel, other than has been described in Section 6 above.

Section 8. Access to Hard House Parcel prior to Close of Escrow. Prior to Close of Escrow, City shall have access to the Hard House Parcel, but does not intend to take any actions to maintain it. Friends may not access Hard House Parcel for inspection prior to Close of Escrow, unless evidence of insurance as set forth below is provided, with such access only for inspection and no work on the Hard House: commercial general liability policy with a minimum limit of \$1,000,000 per occurrence, combined single limit for all risks associated with the ownership and restoration of the Property with any general aggregate limit at least twice the occurrence limit. Such coverage shall include but not be limited to protection from claims arising from bodily and personal injury, including death, and damage to property. The City of Antioch, Antioch Development Agency, Successor Agency to the Antioch Development Agency and their officials, officers, employees and volunteers shall be named additional insured by endorsement and the City shall be provided 30 days' written notice of the cancellation of the policy.

Section 9. Use and Operation of the Hard House Parcel

(a) Permits. Friends will be responsible for obtaining all permits and approvals needed for the rehabilitation and use of the Hard House Parcel, including but not limited to building and use permits from the City.

(b) Use. The Friends shall rehabilitate the Hard House Parcel in accordance with Exhibit A so that the Hard House can be operated and maintained as a Local Public History Museum Home to allow public use for education and cultural programs. The term "Local Public History Museum Home" means the use of the property for the purpose of storing and displaying materials illustrating the history of the City of Antioch and specifically the Hard House, and providing for exhibits and festivities celebrating the different cultures within the Antioch community and the early establishing years of the community.

(i) After rehabilitation, the majority of the first floor of the Hard House shall be open at least weekly to the public. Entry fees may be charged, but the House will be open at no charge to the public at least four times per year.

(ii) No fee will be charged for City for any use of the Hard House or Hard House Parcel. Antioch Unified School District shall not be charged for any field trips to the Hard House.

(iii) Incidental use and rental of the Hard House or Hard House Parcel are allowed for meetings or parties, but any rentals of the space shall be done in a manner to ensure that the Hard House is not damaged and that the use causes no nuisance, code enforcement or police issues for the City.

(iv) Friends shall be responsible for all utilities including water and sewer.

(c) Option for Return to City if Hard House not Rehabilitated within 7 Years. If the Hard House cannot be rehabilitated to be used in the manner described in subsection (b) above within seven (7) years from the Effective Date of this Agreement, then the City may require the Friends to transfer the Hard House Parcel back to the City, with no compensation to the Friends.

(d) Historical Restrictions. All maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of Hard House and Hard House Parcel shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer, as may be amended. Friends shall not allow anything to be done on Hard House parcel to violate the exemptions allowed under the National Environmental Protection Act (NEPA) and California Environmental Quality Act (CEQA).

(e) Subsequent Sale or Transfer of the Hard House Parcel. It is intended that the Hard House and Hard House Parcel remain in the ownership of the Friends or similar nonprofit organization. Any subsequent sale or transfer of the Hard House Parcel shall be subject to the use restrictions set forth in the Deed, unless released by a quitclaim deed approved by the City Council. Prior to any sale or transfer of the Hard House Parcel by Friends or successor agency if the Friends is disbanded, the City shall be given a Right of First Refusal to accept the transfer back of the Parcel with the understanding that the City shall not be required to pay any compensation to the Friends. City shall have 90 days to decide whether to exercise such Right of First Refusal after written notice is provided by Friends to the City.

Section 10. Indemnification. The Friends shall indemnify, defend and hold the City harmless from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against the City or Antioch Development Agency and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) any presence of any

hazardous materials in, on, above, or under the Hard House Parcel; (b) any claims arising from access to Hard House Parcel by members, contractors or agents of Friends before Close of Escrow; (c) any claims relating to Hard House Parcel after Close of Escrow; and d) any claims related to the ownership of the Hard House Parcel and validity of any transfer of the Hard House Parcel.

Section 11. Specific Performance. In any action to enforce this Agreement, only specific performance may be awarded by the Court and there will be no recovery of damages. The City would not have entered into this Agreement if damages could be awarded for any breach and the Agreement fails if damages are sought or awarded.

Section 12. No Brokers. Each Party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified Party's choice, and hold the indemnified Party harmless from all expense, loss, damage and claims, including the indemnified Party's attorneys' fees, if necessary, arising out of the broker's or finder's claim.

Elizabeth Rimbault, Secretary to the Friends, is a licensed Broker for the State of California and acting on behalf of the Friends without compensation and has waived all rights or claims to any commission or fees for the transfer of said property from the City to the Friends.

Section 13. Notices

Any written notice to Friends shall be sent to:
David Brink, President of the Friends
922 Orchard Lane
Antioch, CA 94509

With a copy to:
Liz Rimbault, Secretary of the Friends
3100 Windsor Drive
Antioch, CA 94509

Any written notice to City shall be sent to:
City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

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

Section 14. General Provisions.

(a) Headings. The title and headings of the various sections hereof are intended for means of reference and are not intended to place any construction on the provisions hereof.

(b) Severability. If any provision of this Agreement shall be invalid or unenforceable the remaining provisions shall not be affected thereby, and every provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(c) Choice of Law; Venue; Attorneys' Fees. This Agreement shall be construed under the laws of the State of California with any legal action to be filed in Contra Costa Superior Court. In the event of any litigation between the Parties to enforce any of the provisions of this Agreement, the unsuccessful Party to such litigation agrees to pay to the successful Party all costs and expenses, including reasonable attorneys' fees incurred by the successful Party.

(d) Entire Agreement; Amendment. The terms of this Agreement are intended by the Parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitute the exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. No provision of this Agreement may be amended except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

(e) Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

(f) Time of the Essence. Time is of the essence in this Agreement.

(g) Exhibits. All exhibits attached hereto are incorporated in this Agreement by this reference.

(h) Authority. The Parties represent that the individuals executing this Agreement have the authority to bind their entities.

(i) Assignment. Friends shall not assign this Agreement without the written consent of City.

(j) No Third-Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any person any rights or remedies other than the parties to this Agreement and their respective successors and assigns.

(k) Non-liability of City Officials and Employees. No member, official or employee of the City shall be personally liable to Friends in the event of any default or breach by the City.

(l) No Joint Venture. Nothing in this Agreement nor any of the actions by the City pursuant to this Agreement shall be construed as creating a joint venture or other active involvement by the City with the Friends.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

FRIENDS OF ROSWELL BUTLER HARD HOUSE

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

CITY OF ANTIOCH, a municipal corporation

By: _____

Name: _____

Its: _____

Approved as to form:

Lynn Tracy Nerland, City Attorney

Attest:

Denise Skaggs, City Clerk

Exhibit A – Roswell Butler Hard House: Antioch Historical Society Committee Report and Recommendations

Exhibit B – Form of Deed

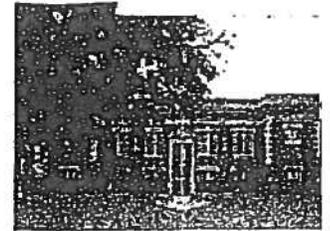
EXHIBIT A

**Roswell Butler Hard House: Antioch Historical Society Committee:
Report and Recommendations**



Antioch Historical Society

1500 West 4th Street, Antioch, CA 94509
Non-Profit #94-2457532
(925) 757-1326 Museum * (925) 757-0308 Fax



Jim Jakel, City Manager
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

September 25, 2009

Re: Recommendations for the Roswell Butler Hard House

Dear Mr. Jakel,

The members of the Antioch Historical Society have met several times for the review of various documents relating to the Roswell B. Hard House, a City owned historic property. We have worked with the City representative, Dave Sanderson, for the gathering of all related files and information on hand with the City and the committee has made an additional inspection of the exterior and interior of the building to gauge it's level of deterioration and general conditions.

During this period of time, it was decided by the committee, that the only way to generate funding for the restoration of the building was to form it's own non-profit that would allow for the application to State and Federal Historic Preservation Grants as well as offering tax deductions for corporate and individual donations towards the restoration and preservation of the property. To this end, the Antioch Historical Society contributed \$1,000.00 for the filing of the new non-profit that is a stand alone organization, completely separate from the Historical Society. The bylaws and articles of incorporation have all been reviewed and as of August 5, 2009 we have received full approval from the Internal Revenue Service to operate as a tax exempt, 501 (c)(3) non-profit corporation. Our new non-profit number is now 27-0454042, representing "Friends of Roswell Butler Hard House", a California non-profit corporation.

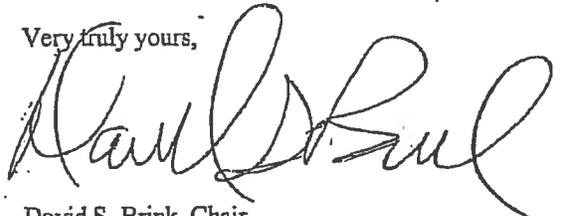
The "Friends" commitment to the Historical Society is only that should we ever disband, all monies and assets will be transferred to the Antioch Historical Society. The Society is providing a meeting place and a place to house the "Friends" records until such time that the Hard House is habitable. The following individuals represent the officers and directors of "Friends of Roswell Butler Hard House":

David Brink, President
Tom Costello, Vice President
Stanford E. Davis, Treasurer
Elizabeth A. Rimbault, Secretary
James Boccio, Sr., Director
Laura Jacques, Director
Dr. Chet Michaels, Director
Phyllis Heibert, Director
Bruce Heibert, Director
Barbara Herendeen, Director

With the fundraising mechanism now in place, we are ready to make our proposal to the City for the restoration and preservation of the Roswell Butler Hard House and enter into negotiations for a positive outcome for both the City, and the citizens of Antioch.

Attached is our report and recommendations for saving the Hard House. Please advise us as to your pleasure for a meeting with the staff and City Attorney to further the negotiations and proposal prior to addressing the City Council. We look forward to hearing from you on this historic property.

Very truly yours,

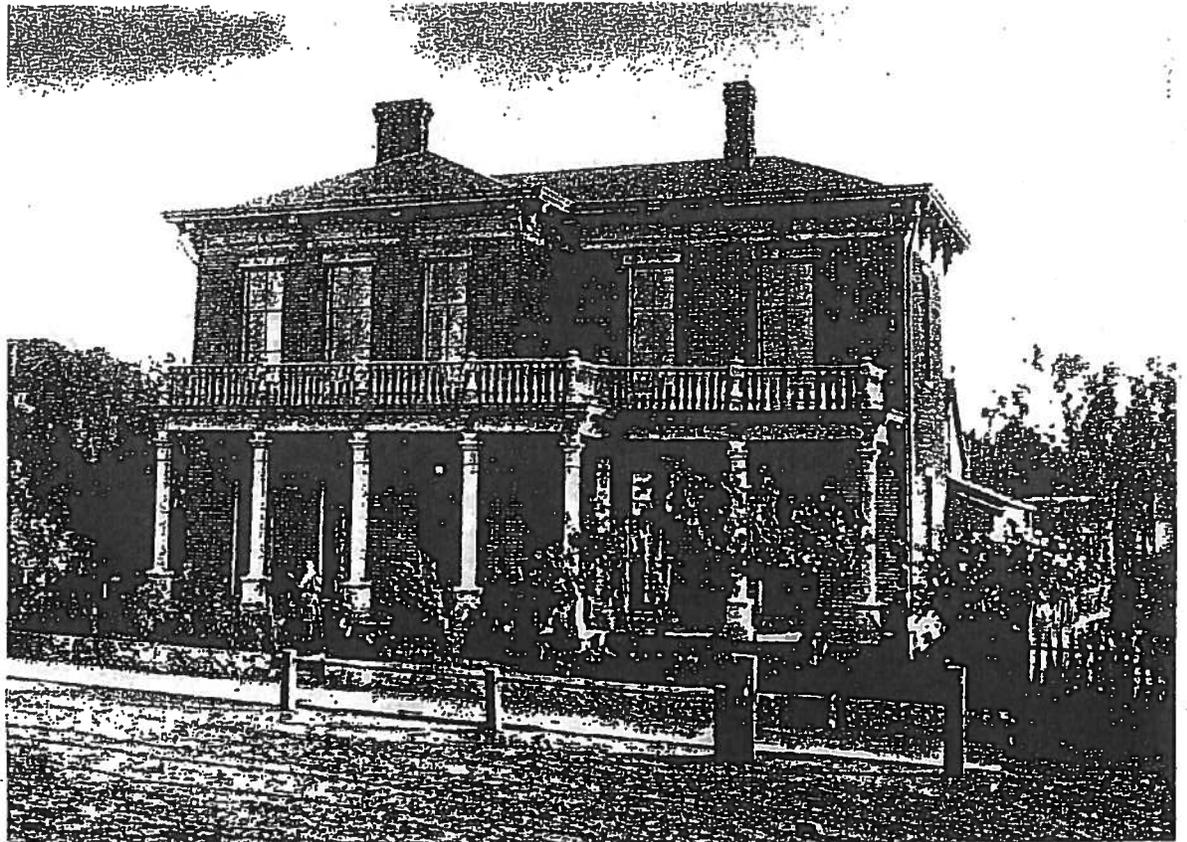


David S. Brink, Chair,
Antioch Historical Society Hard House Committee
President, Friends of Roswell Butler Hard House
hardhouse@comcast.net
(925) 437-8085 cell

Attached: Committee Report and Recommendations

CC: Dave Sanderson, City Recreation Department
Antioch Historical Society Board of Directors
All Board members of Friends of Roswell Butler Hard House

**Roswell Butler Hard House
Antioch Historical Society Committee
Report and Recommendations**



This report was prepared by The Hard House Committee of the Antioch Historical Society. It is based on a plan prepared for the City of Antioch in 1990 by the architectural firm Architectural Resources Group. Several sections of this report are direct quotes from the earlier report by Architectural Resources Group, in 1990.

Report and Recommendations For The Roswell Butler Hard House

Background:

Roswell Butler Hard was one of the most influential, and by some accounts, most powerful figures in Antioch's early history. He was a county supervisor, Sheriff and the first Mayor (chairman of the town council) of Antioch. In 1869 he built the two story brick home that stands at 815 First Street. At the time it was one of the most beautiful and costly homes in the county. It served as the meeting place for the first board of trustees in the newly incorporated City of Antioch, the first city to be incorporated in the County.

The home was constructed entirely of brick manufactured in Antioch. The home was the first property in Antioch to be listed on the State and Federal Registry of Historic Sites. Following the death of Roswell B. Hard, his widow sold the home and most of its contents and "removed herself" back to San Francisco.

Additions were made to the building in the early 1920's with bathrooms and interior kitchens added and in mid-century the building was converted to a tri-plex (3 units). In 1979 the property was purchased by the City Redevelopment Agency and the parcel is now listed as being combined with the original Lynn House property, APN# 066-091-015. The original reason for the city's purchase was for the restoration and preservation of the historic home.

Over the years, the Lynn House next door, was selected to be restored first and is currently the City art gallery. The Hard House has continued to deteriorate and the property has been boarded up to prevent further damage by vagrants. To local historians dismay, earlier City staff negotiated away the original "cook house" built at the rear of the property, for the Prospect School patio. Since its purchase, periodically the public and the historical society has called for its restoration, however, with various economies at play, a source of funding has not been located by the City to carry out such a project. The property has become both a physical and financial liability to the City of Antioch and the Redevelopment Agency. In the current economic recession, many downtown storefronts are vacant and the Hard House appears doomed to continue a downward spiral.

PRIOR STUDIES AND REPORTS:

Over the years various engineering studies have been commissioned by the City of Antioch with recommendations made to the Councils regarding the cost of restoration as a City owned facility. All of the engineering and architectural studies, plans and recommendations provided by the City have been reviewed by the Hard House Committee of the Antioch Historical Society and the Friends of Roswell Butler Hard House, a new non-profit California corporation. It is believed by the committee, that as long as the Hard House remains in the ownership of the City of Antioch, the costs and governmental restrictions will remain prohibitive to restoration.

PRESERVATION ISSUES:

Issues specific to the Hard House include questions of documentation and interpretation. Documentation of the building's historical appearance includes research into historical records such as photographs, drawings and maps, as well as investigation of physical evidence, both archaeological and in the building's materials themselves. Few documentary photographs appear to exist showing the original appearance of the Hard House, except for the exterior of the front. The rear is undocumented, except for Sanborn Fire Insurance maps. Likewise, any physical evidence of the house's rear was partly destroyed when the present addition was constructed in the 1920's. The interior of the house, however, is fairly

intact and relatively unchanged from its original conditions, except for water related damage. Documentation of the interior finishes must be conducted before commencing any remedial action. This documentation should include paint analysis of each surface, and investigation into other historic finishes, such as wallpaper. The results of this documentation will guide future restoration work, including color and material selection.

The scope and complexity of this type of research and documentation presents an enormous historical project for a City that does not retain sufficient staff to devote such time and energy to such a project.

BUILDING CODE ISSUES:

Building codes applicable to the renovation of the Hard House include the Uniform Building Code (UBC) as adopted by the City of Antioch, and the California State Historical Building Code (SHBC) Title 24, Part 8, of the California Administrative Code. The SHBC is available to the Hard House because, as a designated landmark, it is considered a qualified historical structure. Portions of the Codes are impacted by the ownership and the level of usage of a building. Governmental ownership demands a higher level of compliance, while ownership by a private non-profit with lower usage, has fewer restrictions and less costly compliance.

EXISTING CONDITIONS:

The following analysis is a brief description of existing conditions found on site at the Hard House.

Site/Building Footprint

Landscaping: The landscaping around the hard House is heavily overgrown, with many mature trees and shrubs. Some of the plant materials may be part of the original nineteenth century landscaping. However, the tree that now obscures the area of the original front porch, does not appear in photos of the 1890's Hard House. Further investigation must be done to evaluate the existing landscape materials and make recommendations for their maintenance. A circular cistern, which was probably once the source of water for the house, exists at the southeast corner of the addition. The cistern has been filled with dirt by the city for safety reasons, but could be revitalized to provide landscape watering.

Porch: The original wooden porch and balcony, which once extended across the front of the building, has been removed. Its configuration and profile are indicated by traces on the building walls; the pockets in the walls, which originally held the beams are visible, although now filled with brick rubble. No remaining superficial evidence of the porch's foundation remain. After the porch was removed, a concrete platform and steps were installed at the entry door, an aluminum awning was installed above, and small metal railings were installed over the bottoms of the second floor windows.

Additions: A one-story addition, constructed with brick exterior walls and hipped roof, extends across the rear of the building. That dates back to the 1920's, and was constructed when the house was converted into apartments. The addition is divided into two symmetrical halves. The center of the addition, originally open to the rear, is enclosed by a wood framed wall with a door and wood sash windows.

Exterior

The exterior surfaces of the Hard House show the results of years of lack of maintenance, such as unpainted wood surfaces and deteriorated flashings, gutters and downspouts. This lack of maintenance has caused many problems due to water infiltration, such as deteriorated masonry.

Roof/Rainwater Systems: The building's hipped roof is surfaced with large diamond-shaped cement shingles. These shingles appear to be similar to asbestos-cement shingles commonly used in during the first half of the 20th century. They appear to be in fair condition, although dirty, discolored, and in some locations, loose. The sheet metal flashings, gutters, downspouts, and rainwater leaders are rusted and loose. They are in very poor condition, and in some instances, are missing altogether.

Chimneys: Two brick chimneys are located on the roof. They have not been closely examined, but the flashings appear to be in deteriorated condition, although the masonry appears to be in fair condition.

Cornice: A bracketed wood cornice encircles the building. Like the buildings other wood exterior elements, the cornice has not been painted for years. The lack of protective covering has caused the grain of the wood to become raised in some locations; nails and supporting anchorage has rusted and come loose. One bracket is missing entirely.

Masonry: The exterior walls are constructed of brick, made from soft, locally quarried clays. The brick is laid with a soft lime mortar, which appears to have been partially repointed in the past. The building's masonry surfaces are dirty and discolored because of atmospheric dirt, and water runoff from the deteriorated gutters and downspouts. Moss is growing on the masonry wall surface at one corner of the building, and efflorescence is occurring in several locations on the building's walls. The mortar is abraded and washed away, especially at the corners of the building.

Doors and Windows: The doors and windows are wood, with wood frames and trim. The headers and sills of the windows are solid wood pieces. The entry doors are glazed panel doors, which do not appear to be original. Like the cornice, the doors and windows have not been painted for considerable time, and have deteriorated as a result. The sills, because of their greater exposure to rainwater, are extensively dry-rotted; other wood elements show varying degrees of dry rot, cracking and splitting.

Interior

The historic interior surfaces of the hard House are generally intact. However, they suffer from the results of poor maintenance and fairly extensive water damage. The most damage is located in the two west rooms on the first floor, where significant amounts of plaster are missing along the north wall. Water infiltration has caused erosion of one portion of the brick, bearing wall west of the hall.

Plaster: The interior plaster surfaces of the building are typically flat and unornamented, except for the central hall and two eastern rooms of the first floor, which have run-in-place decorative plaster cornices and decorative cast-plaster ceiling medallions. The wall plaster was originally applied directly to the masonry walls, and on wood lath on frame partition walls. The plaster is cracked in many locations, and as described above, partially missing at locations of water damage.

Flooring: The flooring throughout the house is of wood planks. These appear to be in good condition. Some are covered with linoleum in the first floor hall, the addition, and the existing bathroom and kitchen areas.

Wood Trim: The original wood trim appears to be redwood, except for the stair, which appears to be oak. Wood trim consists of baseboards with moldings, and door and window trim. The door and window casings are heavy moldings, and simple panels are located below the side and rear windows. The front windows extend to the floor. Other areas of wood trim includes the staircase, which has an ornamental newel and simple turned balusters, and three fireplace mantels, which have round-topped openings. The

wood trim appears to be intact and good condition, except for many layers of paint. Two balusters and one newel post are missing from the stairs.

Systems

Mechanical: No environmental systems exist.

Electrical: The existing electrical system is de-energized and unusable.

Plumbing: The existing bathrooms and kitchens were probably added when the building was converted into apartments in the 1920's. The plumbing appears to be in poor condition.

OPTIONS CONSIDERED AND EVALUATED

As initially promised, the historical society committee considered several different options and approaches. Questions to answer were : 1) Can the house be saved or has the deterioration progressed to the point of no return? 2) If not what are the costs of removal to limit City liability of the vacant dwelling? 3) If to be saved, which method is least costly while achieving the desired goals; Demolition and Reconstruction OR Restoration ? 4) What is the best method of financing any of the options ?

Following the thorough inspection and review, the committee was surprised and relieved to see the level of deterioration was not as bad as earlier believed. The worst portion of deterioration is in the 1920 addition, which should be removed to restore the home to its original footprint of 1869. The committee overwhelmingly agrees the home should be saved and that the least costly, and truer path to saving history is through "Restoration".

CONSIDERATIONS TO REHABILITATE THE BUILDING

The following are considerations which will be required to rehabilitate the Hard House. They are arranged according to priority, as described below:

Priority 1: Life Safety: The most urgent need is to correct those conditions which pose immediate or potential hazards to the occupants, legal or otherwise, of the building or to the general public. This life safety issue includes potential threat of fire and damage to the adjacent Lynn House Art Gallery and to the Prospects School to the rear of the property.

Priority 2: Water Protection: Water is the greatest enemy of building materials. It is critical that the protective integrity of the building envelope be maintained, and restored as required.

Priority 3: On-going Deterioration: Additional items which are contributing to the ongoing deterioration of historic materials and finishes must be attended to in a timely manner.

Priority 4: Functional Considerations: Some building defects are less serious, either because they are not causing further deterioration or because they involve less significant building systems or elements. Other work may be included in this category because it is not remedial in nature, but required for the specific use of the building. This category includes recommendations for work which can be accomplished on a gradual basis through on-going maintenance.

SUGGESTED PROJECT PHASING

We suggest that if the Hard House is rehabilitated in phases, no more than three phases should be considered. If the work is divided into too many discrete parts, the inefficiency and duplication inherent in the phasing process, as well as the inconvenience and disruption caused by on-going construction to an operating facility will become too burdensome.

The priorities described below will be used as general guidelines for deciding which work items to complete first. Unquestionably, the building first needs to be made safe and weather tight, so work described in priorities one and two should be accomplished in the first phase. Additionally, exterior work described in priorities three and four should be accomplished in the first phase, where it is necessary to provide access to the building, and if desired, an appearance of completeness. The interior of the building can be restored over time, as can the installation of a new mechanical system. This suggested phasing is summarized below:

Phase 1: Safety, Security and Weatherproofing

- Seal and secure windows, doors and vents
- Remove debris from interior and exterior
- Remove or trim trees and shrubs to prevent further damage
- Install temporary electrical system for construction
- Remove rear addition.

Phase 2: Exterior Restoration

- Repair and repoint masonry
- Replace roofing
- Repair windows and cornice.
- Reconstruct front porch with disabled access
- Construct new rear porch with disabled access.

Phase 3: First Floor Restoration

- Install permanent electrical system
- Document interior finishes
- Remove all kitchen and toilet fixtures and equipment
- Restore flooring on first floor
- Restore staircase
- Repair plaster and wood surfaces

Phase 4: Second Floor Restoration/Functional Requirements

- Repair and repoint masonry
- Restore flooring on second floor
- Repair wallpaper, plaster and wood surfaces
- Install new mechanical system

FINANCIAL CONSIDERATIONS FOR RESTORATION OF THE HARD HOUSE

Given the current economy it is unlikely that the City of Antioch will be financially able to undertake such a renovation of the Hard House in the near future. With a decreased number of employees,

it is also unlikely that the City will have the manpower in the near future to devote to the writing of grants for the preservation of historic buildings. Fund drives are currently being run at the behest of the City to promote a South East city recreation facility and library. Should the City encourage such a fund drive for the purpose of restoring the Hard House, it would weaken the call to support the library efforts and citizens have not been known in the past to outright contribute financially to a City project without receiving major tax relief. (Exception: 10th Street City Park Project run by Citizens).

On the other hand, tax exempt non-profits are known for their ability to raise large amounts of money for community projects as exemplified by the El Campanile Theater, The Antioch Historical Society Museum with the Sports Legends Hall, the two downtown mural projects and the County library mural on east 18th Street, to name a few obvious privately funded projects. Non-profits are known for receiving bequests from estates, tax deductible donations from business, industry and private individuals, holding successful fundraisers and by writing and receiving grants from both the private and governmental sectors. Federal monies are available as grants for historic restorations and in connection with the arts and culture of a community. Federal monies are also available to non-profits via CDBG funds and in Redevelopment Districts. It is believed by the committee that a private non-profit will be more likely and more capable of raising the necessary funds to restore the Hard House due to volunteer efforts, man hours, and sheer desire to see the Hard House restored.

In addition to a non-profits ability to raise funds, typically the money necessary for a project such as this, are less. A governmental project usually demands total or all inclusive bids from general contractors that address all phases of the restoration and are usually known to be higher to address the difficulties of working with governmental bodies. Non-Profit 501 (c) (3) organizations are "charities" that may have a project manager, several volunteer workers, both skilled and unskilled, donated goods and materials and for some technical portions of the project, paid licensed contractors. Non-Profits do not usually experience the delays required for obtaining council approval for additional funding or moving into the next phase of the project.

A prime example of the lesser cost for a non-profit is the Antioch Historical Society Museum at 1500 W. 4th Street. When estimates were gathered by the Riverview Fire District for upgrading and refurbishing the building for continued governmental use, the cost was in excess of 2 million dollars (\$2,000,000.00). Since being in the ownership of the historical society, all of the massive upgrades and restorations made to date to the building are more in the range of 4 to 5 hundred thousand (\$400,000.00 - \$500,000.00) and the money has been raised through private and public grants, donations, bequests and large fundraisers.

Since it's purchase in 1979 by the City or Redevelopment Agency, the Hard House has presented a policing problem, liabilities due to individual's illegal and unauthorized entry onto and into the property and potential fire danger to other surrounding properties. Further, there has clearly been no efforts made to commence the restoration of the property in the last 30 years. So due to the weight of "desire, potential success, and probable financial ability", the committee believes the road to restoration lies with a private non-profit corporation organized for the sole purpose of restoring the Hard House to it's once grand stature.

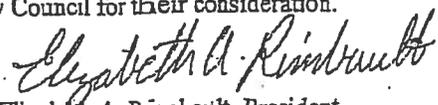
RECOMMENDATIONS FOR THE ROSWELL BUTLER HARD HOUSE

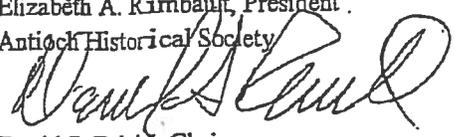
Based on the inspection of the property and all prior studies and reports issued on the house, and further based on the facts and discussions put forth in this report from the Antioch Historical Society Committee, the recommendations of the committee are as follows:

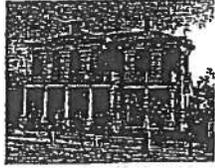
- 1.) The Roswell Butler Hard House should be rehabilitated and restored.
- 2.) That the least invasive, least costly, and highest potential of achieving the goals of a functioning Museum Home, is through "Restoration", not reconstruction.
- 3.) That the house should be restored to it's original footprint and architecture of 1869, thereby removing the 1920 addition.
- 4.) The highest potential of restoring the property will be in the ownership of a private non-profit, 501 (c)(3).
- 5.) That the City of Antioch enter into negotiations with the newly formed private non-profit 501 (c)(3) California Corporation of "FRIENDS OF ROSWELL BUTLER HARD HOUSE", Non-profit number 27-0454042; Tax exempt date: August 5, 2009, for the successful transfer of title of the Hard House and it's original land parcel to the non-profit.
 - A. All negotiations and contracts shall guarantee the property shall be used for the public benefit and that should the non-profit corporation dissolve anytime in the future, the first choice will be the transfer of the real property back to the City of Antioch; or if declined by the City, to the Antioch Historical Society for future protection.

The recommendations stated above have been approved by the Hard House Committee of the Antioch Historical Society, The Board of Directors of the Antioch Historical Society and the Board of Directors of the newly formed none-profit, Friends of Roswell Butler Hard House. Said recommendations are hereby respectfully submitted to the City of Antioch and the Antioch City Council for their consideration.

September 25, 2009


Elizabeth A. Rimbault, President
Antioch Historical Society


David S. Brink, Chair
Hard House Committee of AHS



Friends of Roswell Butler Hard House

1500 West 4th Street, Antioch, CA 94509

Dave Brink

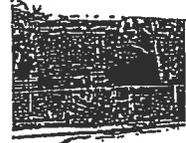
(925) 437-8085

E-Mail: hardhouse@comcast.net

Fax

(925) 757-8953

Non-Profit # 27-0454042



PRELIMINARY PLANS FOR FUNDING THE RESTORATION OF THE ROSWELL BUTLER HARD HOUSE

The Friends of the Roswell Butler Hard House are a nonprofit 501 (c)(3) tax exempt organization dedicated to the restoration of the Hard House in the City of Antioch. The corporation has a minimum of 9 and a maximum of 11 officers and directors but does not have members. The board of directors are responsible for the entire project. Many nonprofits have learned that maintaining a membership or increasing memberships can be time consuming, costly and frequently are not a significant source of funds. Members of the public can become a "Friend" by making a donation and general donations of any size will be solicited, and not limited by a membership fee amount.

The following are proposed sources of funding the restoration project:

- 1.) A letter Grant request has been submitted to Mirant for \$150,000.00.
A letter from the City of Antioch acknowledging the intent to transfer ownership of the property to the Friends, would greatly assist in moving this request along. However, No grants will be given prior to transfer of ownership.
- 2.) Solicitation of donations from the general public and individuals interested in seeing the restoration of the Hard House. Donation, gifts and bequests may be in any amount and will earn the giver of funds, the title of "Friend" of the Roswell Butler Hard House.
- 3.) Grant applications may be submitted following receipt of ownership to AASLH (American Association of State and Local History), for "Museum Home" restoration projects.
- 4.) Grant applications will be submitted to all applicable State, Federal, and local Grant programs, including the Keller Canyon Mitigation Fund.
- 5.) Application will be made to the City of Antioch CDBG funds for 2010, most likely addressing HVAC and Handicap Restrooms, and Handicap Access to the lower level of the building.
- 6.) Grants will be written for the reconstruction of the Cistern system to conserve water for the landscaping and public restroom. We would also request waiver of water fees from the City of Antioch for the balance of water needed in the dry season.
- 7.) We may seek sponsorships for various rooms, displays or the gardens from local businesses, individuals and industry.
- 8.) Through various business associations and friendships the board members will seek donations of building materials and in-kind services. This may include debris boxes and porta potties from Allied Waste; building materials from contractors; plumbing and electrical services

from retired contractors ; Gardening services from the local Garden club; historical research from the Historical Society; Temporary electrical service from the City's Lynn House; Temporary security alarm installation and permanent services upon completion from Lenhart Alarm; Masonry Contractors Union training of Apprentices; Telephones installed by retired phone installers and antique telephones restored; and others.

9.) Pic-nic Barbeque Fundraiser, requiring partial street closure in front of the Hard House, during good weather. Other Private Fundraisers held at individual members homes. Raffles and other fundraisers held in various locations including at the Antioch Historical Society.

10.) We may seek limited partnering on special projects with the Antioch Unified School District and Prospects School, which may provide a level of training for students.

11.) Through newspaper stories, publicity and outright begging, we WILL receive donations of money, materials and most important in restoration projects, Free labor.

All of the above listed methods of seeking funding for restoration projects have proven successful in several other existing projects in town.

11/19/2009



Friends of Roswell Butler Hard House

1500 West 4th Street, Antioch, CA 94509.

Dave Brink

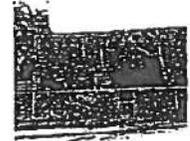
(925) 437-8085

E-Mail: hardhouse@comcast.net

Fax

(925) 757-8953

Non-Profit # 27-0454042



FRIENDS OF ROSWELL BUTLER HARD HOUSE PROPOSED RESTORATION TIME LINE

It is the goal of the Friends to have the restoration project substantially completed within the next 5 (five) years. To that end the following represents our timeline structure proposed:

Phase I. to complete within the first 6 months (with consideration for weather):

Secure the building

Install and monitor alarm system

Remove all debris and dangers

Clean Yard completely

Demolish rear structure

Clean interior

(SAFETY, SECURITY AND
WEATHER PROOFING)

Phase II. Over a period of 2 Years:

Repair Masonry and Address Structural Issues.

Foundation issues first, followed by brick and roof issues.

(STRUCTURAL)

Phase III. Total Exterior Restoration- 3 Years:

Porches, balcony, walls and Gardens restored.

(EXTERIOR STREET VIEW)

Phase IV. Interior Restoration Year 5:

All interior walls and finishes.

Restored wooden floors.

Heating and Air Conditioning.

Lighting, Electrical and finished plumbing.

(INTERIOR FINISH)

The above proposed timeline does not represent any acquisition of furnishings or guarantee a readiness to open to the public by the end of the 5th year. Predictions based on hoped for funding cannot be absolute.

EXHIBIT B – FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

MAIL TAX STATEMENTS TO:
David Brink, President
Friends of the Roswell Butler Hard House
922 Orchard Lane
Antioch, CA 94509

APN: a potion of 066-091-015 exempt from recording fees

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Antioch, a municipal corporation (“City” or “Grantor”) does hereby GRANT IN FEE TO

The Friends of Roswell Butler Hard House, a nonprofit corporation (“Friends” or “Grantee”)

the real property known as the Hard House Parcel located at 815 First Street in the City of Antioch, County of Contra Costa, State of California and more particularly described in attached Exhibit “1” (“Hard House Parcel”) under the following terms and conditions:

1. Permits. Friends will be responsible for obtaining all permits and approvals needed for the rehabilitation and use of the Hard House Parcel, including but not limited to building and use permits from the City.
2. Use. The property is conveyed in an “as is” condition with no warranties. Friends shall rehabilitate the Hard House Parcel as set forth in the Agreement for Purchase and Sale so that the Hard House can be operated and maintained as a Local Public History Museum Home to allow public use for education and cultural programs. The term “Local Public History Museum Home” means the use of the Hard House and Hard House Parcel for the purpose of storing and displaying materials illustrating the history of the City of Antioch and specifically the Hard House, and providing for exhibits and festivities celebrating the different cultures within the Antioch community and the early establishing years of the community.
 - a. After rehabilitation, the majority of the first floor of the Hard House shall be open at least weekly to the public. Entry fees may be charged, but the House will be open at no charge to the public at least four times per year.
 - b. No fee will be charged for City for any use of the Hard House or Hard House Parcel. Antioch Unified School District shall not be charged for any field trips to the Hard House.
 - c. Incidental use and rental of the Hard House or Hard House Parcel are allowed for meetings or parties, but any rentals of the space shall be done in a manner to ensure that the Hard House is not damaged and that the use causes no nuisance, code enforcement or police issues for the City.

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c. Incidental use and rental of the Hard House or Hard House Parcel are allowed for meetings or parties, but any rentals of the space shall be done in a manner to ensure that the Hard House is not damaged and that the use causes no nuisance, code enforcement or police issues for the City.

3. Option for return to City if Hard House not Rehabilitated. If the Hard House cannot be rehabilitated to be used in the manner described above within seven (7) years from the Effective Date of the Purchase and Sale Agreement, then the City may require the Friends to transfer the Hard House Parcel back to the City, with no compensation to the Friends.

4. Historical Restrictions. All maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of Hard House and Hard House Parcel shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer., as amended. Friends shall not allow anything to be done on Hard House parcel to violate the exemptions allowed under the National Environmental Protection Act (NEPA) and California Environmental Quality Act (CEQA).

5. Subsequent Sale or Transfer of the Hard House Parcel. It is intended that the Hard House and Hard House Parcel remain in the ownership of the Friends or similar nonprofit organization. Any subsequent sale or transfer of the Hard House Parcel shall be subject to the use restrictions set forth in this Deed, unless released by a quitclaim deed approved by the Antioch City Council. Prior to any sale or transfer of the Hard House Parcel by Friends or successor agency if the Friends is disbanded, the City shall be given a Right of First Refusal to accept the transfer back of the Parcel with the understanding that the City shall not be required to pay any compensation to the Friends. City shall have 90 days to decide whether to exercise such Right of First Refusal after written notice is provided by Friends to the City.

The provisions in this Deed shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and Friends.

Date _____

CITY OF ANTIOCH, a municipal corporation

By: _____

Name: _____

City Manager

Approved as to form:

City Attorney

Attest:

City Clerk

Date _____

FRIENDS OF ROSWELL BUTLER HOUSE

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

EXHIBIT 1 – LEGAL DESCRIPTION

(Legal Description for the Hard House Parcel to be prepared and attached once split between the Hard House Parcel and Lynn House Parcel occurs)

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE 21 - JULY 18, 2012
FUND/CHECK#

331 Redevelopment Obligation Retirement Fund (for former Project Area #1)		
340223	CONTRA COSTA COUNTY AB1484 TRUE UP	275,427.39
332 Redevelopment Obligation Retirement Fund (for former Project Area #2)		
340223	CONTRA COSTA COUNTY AB1484 TRUE UP	1,620,811.73
334 Redevelopment Obligation Retirement Fund (for former Project Area #4)		
340223	CONTRA COSTA COUNTY AB1484 TRUE UP	50,888.29
335 Redevelopment Obligation Retirement Fund (for former Project Area #4.1)		
340223	CONTRA COSTA COUNTY AB1484 TRUE UP	280,608.07

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE 21 - JULY 18, 2012
FUND/CHECK#

227 Housing Fund
Housing - CIP
340122 BAY AREA HOME BUYER AGENCY QTR4 SERVICES 5,325.00