



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 6:30 P.M.
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

FEBRUARY 24, 2015

Antioch City Council
Regular Meeting

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

Wade Harper, Mayor

Lori Ogorchock, Mayor Pro Tem

Mary Helen Rocha, Council Member

Tony Tiscareno, Council Member

Monica E. Wilson, Council Member

Arne Simonsen, City Clerk

Donna Conley, City Treasurer

Steven Duran, City Manager

Lynn Tracy Nerland, City Attorney

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Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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.

6:30 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present*

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

- 1) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Michelle Fitzer, Denise Haskett and Glenn Berkheimer; Employee organizations: Operating Engineers Local Union No. 3 (OE3) and Public Employees Union Local 1.

Direction given to Labor Negotiators

7:05 P.M. ROLL CALL – REGULAR MEETING – for Council Members/City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency –*All Present*

PLEDGE OF ALLEGIANCE

1. PROCLAMATION

- International Women's Day, March 8, 2015

Approved, 5/0

Recommended Action: Motion to approve the proclamation

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS *(Deadline date to apply: 03/13/15)*

➤ *ECONOMIC DEVELOPMENT COMMISSION*

➤ **POLICE CRIME PREVENTION COMMISSION** *(Deadline date to apply: 03/20/15)*

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

CITY COUNCIL COMMITTEE REPORTS

MAYOR'S COMMENTS

PRESENTATIONS – Highway 4 Widening Landscape, presented by CCTA and CalTrans
 – Code Enforcement Update, presented by Ryan Graham

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

A. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 10, 2015

Recommended Action: Motion to approve the minutes

Approved, 5/0

MINUTES

B. APPROVAL OF COUNCIL WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 5/0

STAFF REPORT

C. APPROVAL OF TREASURER'S REPORT FOR JANUARY 2015

Recommended Action: Motion to approve the report.

Approved, 5/0

STAFF REPORT

D. REJECTION OF CLAIM

1. Michael Derrick Stanford

Recommended Action: It is recommended that the City Council reject the claim submitted by Michael Derrick Stanford that was received on January 15, 2015.

Rejected, 5/0

STAFF REPORT

E. ORDINANCE ESTABLISHING ZONING REGULATIONS FOR TOBACCO AND PARAPHERNALIA RETAILERS (Introduced on 02/10/15)

Recommended Action: It is recommended that the City Council adopt the Ordinance amend title 9 of the Antioch Municipal Code to define and establish zoning regulations for Tobacco and Paraphernalia Retailers.

Ord. No. 2096-C-S adopted, 5/0

STAFF REPORT

F. ORDINANCE TO ADDRESS BINGO OPERATIONS AND ZONING (Introduced on 02/10/15)

Recommended Action: It is recommended that the City Council adopt the Ordinances:

Ord. No. 2097-C-S adopted, 5/0

STAFF REPORT

1. Amending Chapter 15 to Title 5 of the Antioch Municipal Code in its entirety to establish regulations for the operation of bingo games; and

STAFF REPORT

2. Adding Section 9-5.3838 to the Antioch Municipal Code to establish zoning regulations for the operation of bingo games.

Ord. No. 2098-C-S adopted, 5/0

G. STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT ENGINEER'S REPORT FOR FY 2015/2016

Recommended Action: It is recommended the City Council adopt the resolution instructing the City Engineer to prepare an Engineer's Report for FY 2015/2016 Lighting and Landscape District assessments.

Reso No. 2015/07 adopted, 5/0

STAFF REPORT

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

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

H. SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY DISSOLUTION PROCESS: CONSULTING SERVICES AGREEMENT

Approved, 5/0

Recommended Action: It is recommended that the Successor Agency to the Antioch Development Agency authorize the City Manager as Executive Director to the Successor Agency to enter into an agreement with Municipal Resource Group LLC (MRG) for consulting services related to the Antioch Development Agency dissolution process for the period of February 24, 2015 through July 31, 2016 for an amount not to exceed \$50,000.

STAFF REPORT

I. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Approved, 5/0

Recommended Action: Motion to approve the warrants.

STAFF REPORT

J. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

Recommended Action: Motion to approve the warrants.

STAFF REPORT

8:44 P.M. ADJOURNED TO BREAK

8:54 P.M. RECONVENE. ROLL CALL for Council Members – All Present

PUBLIC HEARING

3. UP-14-13 – INK'D UP TATTOO STUDIO APPEAL

Reso No. 2015/08 adopted, 3/2-W, R

Recommended Action: It is recommended that the City Council adopt a resolution approving Use Permit 14-13, which would permit the operation of a tattoo studio at 1614 A Street, subject to the conditions in the resolution.

STAFF REPORT

COUNCIL REGULAR AGENDA

4. REVIEW OF TABORA GARDENS SENIOR HOUSING PROJECT AND REQUEST FOR ADDITIONAL SUPPORT

Approved, 5/0

Recommended Action: It is recommended that the City Council review the 85 unit "Tabora Gardens" Senior Housing project proposed by Satellite Affordable Housing Associates, and indicate by motion its commitment to further support the project with \$1 million in Housing Successor Agency, Neighborhood Stabilization Program (NSP-1), and Community Development Block Grant (CDBG) funds.

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

5. BUSINESS LICENSE DISCOVERY/RECOVERY CONTRACT

Approved, 5/0

Recommended Action: It is recommended that the City Council approve entering into a contract for business license discovery/recovery services with MuniServices for a two year term, with the option to renew for an additional two years. The fee is on a contingency basis and will be 32.5% of new revenues generated directly by MuniServices. The fee will apply to revenues for the current tax year, all eligible prior period revenues and any applicable penalties, interest and late charges.

STAFF REPORT

6. VEHICLE REPLACEMENT PURCHASE

Approved, 5/0

Recommended Action: It is recommended that the City Council authorize the issuance of a purchase order for eleven (11) Public Works service vehicles to State of California contract #1-14-23-20A low bidder, Downtown Ford Sales, Sacramento, CA in the amount not to exceed \$311,462.55 and an additional \$20,000 for dealer installed auxiliary equipment.

STAFF REPORT

7. SIDEWALK AND PEDESTRIAN IMPROVEMENTS (P.W. 409-3)

Approved, 5/0

Recommended Action: It is recommended that the City Council award the Sidewalk and Pedestrian Improvements project to the low bidder, J.J.R. Construction, Inc., in the amount of \$594,841 and authorize the Director of Finance to amend the 2014-2015 Capital Improvement Budget to increase the project budget by \$150,000 to \$650,000.

STAFF REPORT

8. ORDINANCE AMENDING ARTICLE 15 OF CHAPTER 5 OF TITLE 4 OF THE ANTIOCH MUNICIPAL CODE AND CHANGING THE PRIMA FACIE SPEED LIMIT ON VARIOUS ROADWAYS (PW 282-3A)

To 03/10/15 for adoption, 5/0;

With direction to add Noia Avenue, Wisner Drive, and Roelling Lane to section 4-5.1501.1 which will reduce the speed limit to 15 mph

Recommended Action: It is recommended that the City Council introduce, by title only, an Ordinance amending Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code "Special Speed Zones" in order to change the prima facie speed limit on certain streets.

STAFF REPORT

9. GUIDELINES FOR TABULATING PROTESTS WITH RATE HEARINGS

Reso No. 2015/09 adopted, 5/0

Recommended Action: It is recommended that the City Council approve the Resolution adopting guidelines for noticing and the submission and tabulation of protests for rate hearings conducted pursuant to Article XIID of the California Constitution (Proposition 218). This action does not approve any rate increases, but merely approves the noticing and protest procedures for conducting a public hearing in the future.

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

10. MUNICIPAL CODE AMENDMENTS RELATED TO CODE ENFORCEMENT AND APPEALS

Recommended Action: It is recommended that the City Council:

1. Approve by motion the reading of the ordinance by title only; and
To 03/10/15 for adoption, 5/0
2. Introduce the Ordinance amending Sections 1-4.01, 1-5.06, 5-1.301, 5-1.302 and 5-1.314 regarding appeals of staff decisions of planning, zoning or subdivision matters; increasing the fines for administrative citations for violations of the Municipal Code; and clarifying the process for the abatement of public nuisances.

STAFF REPORT

11. DISCUSSION OF COUNCIL MEETING SCHEDULE

***Direction provided to staff to cancel
July 14, 2015 Council Meeting, 5/0***

Recommended Action: It is recommended that the City Council discuss the July, August, and December 2015, City Council meeting schedule and provide direction to staff by motion.

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

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

ADJOURNMENT – 11:11 p.m.



**COMMEMORATING THE
INTERNATIONAL WOMEN'S DAY of 2015**

WHEREAS,

in honor of universal human rights the City of Antioch hereby proclaims March 8th, 2015, International Women's Day as sponsored locally by the Interfaith Peace Project and the Interfaith Council of Contra Costa County; and

WHEREAS,

this event will be celebrated from 3-5 pm at a free event at the historic El Campanil Theatre in Antioch; and

WHEREAS,

we recognize that organizations, charities and NGO's the world over, such as the United Nations, Oxfam, Care International, Women for Women, and the World Association of Girl Guides and Girls Scouts (WAGGGS) have, since 1911, commemorated this day in honor of the economic, political and social advancement of women; and

WHEREAS,

we acknowledge the local sponsors, the Interfaith Peace Project and the Interfaith Coalition of Contra Costa County, who honor the dignity and courage of women throughout the world and who decry the inequality, injustice and harm that many of them and their children continue to face in the world.

NOW, THEREFORE, I, MAYOR WADE HARPER,
do hereby proclaim March 8th, 2015, International Women's Day.

February 24, 2015

WADE HARPER, Mayor

**CITY COUNCIL MEETING
INCLUDING THE ANTIOCH CITY COUNCIL
ACTING AS SUCCESSOR AGENCY
TO THE ANTIOCH DEVELOPMENT AGENCY**

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

**February 10, 2015
Council Chambers**

5:30 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to California Government Code section 54956.9(d)(4): City as Successor Agency to the Antioch Development Agency: 1 matter.
2. **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City’s Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Michelle Fitzer, Denise Haskett and Glenn Berkheimer; Employee organizations: Operating Engineers Local Union No. 3 (OE3) and Public Employees Union Local 1.

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, Direction was given to City Attorney Nerland to file a lawsuit by a vote of 4/1-O, and; **2) CONFERENCE WITH LABOR NEGOTIATORS**, Direction was given to the Labor Negotiators.

Mayor Harper called the meeting to order at 7:07 P.M., in memory of former Councilmember Reggie Moore and City Clerk Simonsen called the roll.

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

PLEDGE OF ALLEGIANCE

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

1. PROCLAMATION

In appreciation to Pacific Gas & Electric Company for their support – “Holiday Tree Lighting Event”

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

Mayor Harper presented the proclamation to Vic Baker who, on behalf of PG&E, thanked the City for the recognition.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Kaiser announced the spring recreation guide was distributed this week and copies were available in Council Chambers.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- *Planning Commission: One (1) vacancy; deadline date is February 20, 2015*

He reported applications would be available in Council Chambers, online at the City's website and at the City Clerk's office.

PUBLIC COMMENTS

Cochise Potts, Antioch resident and business owner, speaking to the recall of Mayor Harper stated that increased crime was not a government issue and spoke to the importance of the community engaging with the Police to resolve the issue. He suggested the City collaborate with the Office of Neighborhood Safety and Chief Magnus, in Richmond.

Fred Hoskins, Antioch resident, requested each City Council member provide the public with reports detailing their accomplishments and plans to improve Antioch.

Joy Motts, representing the Celebrate Antioch Foundation, Nick Rodriguez Theatre, Rivertown Preservation Group, and Rivertown residents, requested the City Council honor their constituents by responding to their request to agendaize the formation of a subcommittee and discussion of their proposal for the development of an event center at the foot of 2nd and "E" streets.

Nickole Bouslog and Adam Eliassen, Futures Explored - Alive, expressed concern for pedestrian safety along Wilbur Avenue, from "A" Street to Fulton Shipyard Road/Cavallo Road. They requested the City consider installing sidewalks, curb cuts, crosswalks and street lights in the area.

Mayor Harper thanked Ms. Bouslog and Mr. Eliassen for bringing this issue to the attention of the City. He stated he would provide City Manager Duran with their contact information for follow-up to their concerns.

Allen Payton, Antioch Herald, announced ballots were available in their February and March issues and on their website for anyone wishing to vote for their People's Choice Awards program. He presented the City Council with "I heart Antioch" bumper stickers and stated they were also available for the public.

COUNCIL SUBCOMMITTEE REPORTS - None

MAYOR'S COMMENTS

Mayor Harper reported on his attendance at the Mayor's conference, Planning Commission and Contra Costa Transportation Authority interviews, leadership seminar, RUAH Black History Month event and the Smart Growth Conference. He voiced his support for the formation of a Youth Commission. He announced Director of Community Development Wehrmeister was leaving the City of Antioch to work in the private sector and he recognized her personal and professional accomplishments. He wished her well and stated she would be greatly missed.

The City Council expressed their appreciation to Director of Community Development Wehrmeister for her dedication to the City and wished her much success in her future endeavors.

Director of Community Development Wehrmeister thanked Mayor Harper for the recognition and stated serving the City was a rewarding experience and she would miss everyone.

COUNCIL CONSENT CALENDAR for City /City as Successor Agency to the Antioch Development Agency

- A. APPROVAL OF COUNCIL MINUTES FOR JANUARY 13 AND JANUARY 27, 2015
- B. APPROVAL OF COUNCIL WARRANTS
- C. APPROVAL OF TREASURER'S REPORT FOR DECEMBER 2014
- D. CONSIDERATION OF BIDS FOR THE 2015 PAVEMENT MAINTENANCE, RUBBERIZED CAPE SEAL (P.W. 328-8)
- E. RESOLUTION NO. 2015/05 COUNTRY HILLS DRIVE SANITARY SEWER MAIN REHABILITATION (P.W. 545-1)
- F. COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN ROADWAY PAVEMENT REHABILITATION (P.W. 678-6)
- G. NINTH STREET ROADWAY IMPROVEMENTS (P.W. 687)
- H. RAW WATER PIPELINE INSPECTION AND ASSESSMENT (P.W. 689)
- I. ORDINANCE NO. 2095-C-S CARD ROOM (*Introduced on 01/13/15*)

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

- J. SA RESOLUTION 2015/16 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (15-16A) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH

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

Item E – George Briggs expressed concern for the condition of Country Hills Drive from Deer Valley Road to Hillcrest Avenue.

Public Works Director/City Engineer Bernal gave an overview of the project and explained the repaving of Country Hills Drive was going out to bid and would be completed in May or June of 2015. He stated the street crew would check the condition of the road tomorrow to determine if there were hazards in the area and make repairs, if deemed necessary.

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

PUBLIC HEARING

3. ORDINANCE DEFINING AND ESTABLISHING ZONING REGULATIONS FOR TOBACCO AND PARAPHERNALIA RETAILERS

Director of Community Development Wehrmeister presented the staff report dated February 10, 2015 recommending the City Council take the following actions: 1) Approve by motion the reading of the ordinance by title only; and 2) Introduce the Ordinance defining and establishing zoning regulations for Tobacco and Paraphernalia retailers. The Planning Commission recommended approval of this ordinance on February 4, 2015 by a vote of 4-0 with one Commissioner absent and two vacant positions.

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

Councilmember Rocha suggested staff check with the Tobacco Prevention Coalition regarding options and risks associated with the City prohibiting legally existing non-conforming businesses located within the buffer zone and whether the City could control advertising toward the youth.

Following discussion, the City Council agreed to support the ordinance as presented and direct the City Attorney to bring back another ordinance creating a cap on tobacco and paraphernalia retailers.

On motion by Councilmember Wilson, seconded by Councilmember Rocha, the City Council unanimously 1) Approved by motion the reading of the ordinance by title only and 2) Introduced the Ordinance defining and establishing zoning regulations for Tobacco and Paraphernalia retailers as presented. ; and 3) Directed the City Attorney to bring back an additional ordinance placing a cap on tobacco and paraphernalia retailers and reducing the cap as businesses close.

4. ORDINANCES TO ADDRESS BINGO OPERATIONS AND ZONING

City Attorney Nerland presented the staff report dated February 10, 2015 recommending the City Council hold a public hearing and take the following actions before the moratorium expires: 1) Approve by motion the reading of the ordinances by title only; 2) Introduce the Ordinance amending Chapter 15 to Title 5 of the Antioch Municipal Code in its entirety to establish regulations for the operation of bingo games; and 3) Introduce the Ordinance adding Section 9-5.3838 to the Antioch Municipal Code to establish zoning regulations for the operation of bingo games. The Planning Commission recommended approval of this ordinance on February 4, 2015 by a vote of 4-0 with one Commissioner absent and two vacant positions.

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

Following discussion, the City Council supported the ordinance as written with direction to the City Attorney to bring back an additional ordinance with an administrative process to allow for additional games per week.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously 1) Approved by motion the reading of the ordinances by title only; 2) Introduced the Ordinance amending Chapter 15 to Title 5 of the Antioch Municipal Code in its entirety to establish regulations for the operation of bingo games as presented; and 3) Introduced the Ordinance adding Section 9-5.3838 to the Antioch Municipal Code to establish zoning regulations for the operation of bingo games as presented; and 4) Directed City Attorney to bring back an additional ordinance with an administrative process to allow additional uses within a week.

COUNCIL REGULAR AGENDA

5. PLANNING COMMISSION APPOINTMENT FOR ONE PARTIAL-TERM VACANCY EXPIRING OCTOBER 2017

Mayor Harper recommended Martha Parsons be appointed to the Planning Commission.

Fred Hoskins, Antioch resident, stated he believed the Planning Commission application process was still opened.

City Manager Duran explained that the application period for this vacancy was opened and closed, however there was another vacancy that had occurred and applications for that position were due by February 20, 2015.

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the City Council unanimously appointed Martha Parsons to the Planning Commission, term expiring October 2017.

6. CONTRA COSTA TRANSPORTATION AUTHORITY (CCTA) – CITIZENS ADVISORY COMMITTEE (CAC) VACANCY FOR ONE PARTIAL-TERM APPOINTMENT EXPIRING AUGUST 2017

Mayor Harper nominated Millard Larkin, II, to be appointed to the Contra Costa Transportation Authority – Citizens Advisory Committee to represent the City of Antioch.

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously appointed Millard Larkin, II, to the Contra Costa Transportation Authority – Citizens Advisory Committee to represent the City of Antioch, term expiring August 2017.

7. FISHING PIER PAVILION (P.W. 99-A5)

City Engineer/Public Works Bernal presented the staff report dated February 10, 2015 recommending that the City Council take the following actions: 1) Authorize the Director of Finance to amend the 2014-2015 Capital Improvement Budget for the Fishing Pier Pavilion to \$108,000 and increase the contract with S.R.P. Company to \$96,766.93; and 2) Adopt the resolution accepting work, authorizing the Public Works Director/City Engineer to File a Notice of Completion and authorizing the Director of Finance to make a final payment of \$47,258.63 to S.R.P. Company, plus retention of \$4,838.35 to be paid 35 days after recordation of the Notice of Completion.

RESOLUTION NO. 2015/06

On motion by Councilmember Tiscareno, seconded by Councilmember Wilson, the City Council unanimously 1) Authorized the Director of Finance to amend the 2014-2015 Capital Improvement Budget for the Fishing Pier Pavilion to \$108,000 and increase the contract with S.R.P. Company to \$96,766.93; and 2) Adopted the resolution accepting work, authorizing the Public Works Director/City Engineer to File a Notice of Completion and authorizing the Director of Finance to make a final payment of \$47,258.63 to S.R.P. Company, plus retention of \$4,838.35 to be paid 35 days after recordation of the Notice of Completion.

8. UPDATES TO THE CITY COUNCIL AGENDA TEMPLATE

City Manager Duran presented the staff report dated February 10, 2015 recommending the City Council approve staff's recommended updates to the City Council Agenda template or direct staff as to other changes to the City Council Agenda.

City Clerk Simonsen stated the City had received fifteen (15) emails regarding this matter which would become part of the record. He added copies were on the dais and available in Council Chambers.

Marian Harrison, Antioch resident, voiced her support for each Councilmember being able to place an item on the agenda and requested the City Council table the change to the agenda.

George Briggs, Antioch resident, suggested letting voters determine how items should be placed on the agenda.

Fred Hoskins, Antioch resident, suggested the City Council reserve a place on the agenda specifically for discussing and voting on future agenda items.

Don Bright, Antioch resident, stated each Councilmember was responsible to represent the citizens of Antioch and should have the ability to place an item on the agenda.

Allen Payton, Antioch resident, stated historically any Councilmember could place any item on the agenda and he urged Council to keep past practice and table the issue.

Julie Young, Antioch resident, suggested the City Council consider alternatives to requiring a majority vote of the Council to place items on future agendas.

Gil Murillo, Antioch resident, spoke in support of placing a "Moment of Silence for Prayer or Meditation", on the agenda and allowing any Councilmember to request an item be placed on future agendas.

Following discussion, the City Council consensus supported each member of Council having the ability to place an item on the agenda without requiring consensus or a vote of a majority of the City Council.

Councilmember Rocha apologized to Councilmember Ogorchock if she thought discussion at a previous meeting was an effort to prohibit her from placing an item on the agenda. She explained that the item requested would be part of the budget discussions, in the near future.

Mayor Harper, speaking to the same issue, apologized to Councilmember Ogorchock and stated it was not his intent to make her feel like he did not want her to be heard.

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously directed staff to make the following change to the agenda, "COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – Council Members report out various activities and any Council Member may place an item for discussion and direction on a future Council Agenda. Timing shall be determined by the Mayor and City Manager and shall be no later than six (6) months."

Councilmember Wilson stated that while she personally supported adding a Moment of Silence to the agenda as she was concerned that it could result in offending a group, religion, or faith based organization.

Councilmember Ogorchock suggested not placing the Moment of Silence for Prayer or Medication on the agenda and utilizing it only as a gesture of respect for those who had died or a historical event.

Mayor Harper spoke in support of adding “Moment of Silence for Prayer or Meditation” to the agenda.

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council provided the following direction to staff: “MOMENT OF SILENCE FOR PRAYER OR MEDITATION” not to be placed on the agenda. The motion carried the following vote:

Ayes: Wilson, Ogorchock, Tiscareno and Rocha

Noes: Harper

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously directed staff to make the following change to the agenda, “PUBLIC COMMENTS – Members of the public may comment only on unagendized items. The public may comment on agendized items when they come up on this agenda.”

A motion by Councilmember Ogorchock to make the following change to the agenda failed for the lack of a second, “CONSENT CALENDAR – Members of the public may comment on Consent Calendar items prior to the City Council considering the entire Consent Calendar. A Member of the Council, staff or the public may pull an item off the Consent Calendar.”

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously provided the following direction to staff: CONSENT CALENDAR – no added language to the agenda; keep information in “Speaker Rules” listed behind agenda cover.

PUBLIC COMMENTS – None

Karl Dietzel, Antioch resident, spoke in support of Council’s action on the previous agenda item and suggested City Manager Duran be promoted to Economic Development Director.

STAFF COMMUNICATIONS

City Manager Duran announced Administrative Services Director Fitzer attended the Mayor’s conference, in his place, so that he could attend the Sales Tax Citizens’ Oversight Committee meeting.

COUNCIL COMMUNICATIONS

Following discussion, Councilmember Rocha requested the City Council agendize a discussion regarding the requirements for the rivertown resident’s proposal for the event center at 2nd and E Streets.

Councilmember Ogorchock requested the City Council agendize a discussion regarding the hiring of three (3) Community Service Officers.

Mayor Harper stated this item would be discussed with the budget at the last meeting in March or first meeting in April.

Councilmember Wilson reported on her attendance at the Smart Growth Conference, Economic Development Commission meeting, Solar Power grand-opening at Dallas Ranch Middle School, art exhibit at Umpqua Bank and farewell party for Director of Community Development Wehrmeister. She noted she had also gone on the Delta Discovery Voyage with family members and it was very informative. She requested the City Council agendaize the discussion of the formation of a Youth Council and the implementation of a solar power program for the City.

Mayor Harper thanked the Council for the discussion this evening and stated he looked forward to continuing to work together to represent the City. He stated he would be asking the following items be agendaized in the future; a discussion regarding the house on the barge, in the river at the foot of "A" Street, and improving and changing the name of "L" Street to Marina Blvd.

Councilmember Rocha invited the public to view the Black History Month display at the Nick Rodriguez Center, Monday, Wednesday, and Saturday from 9:00 A.M. – 4:00 P.M.

Councilmember Ogorchock added that reports would be read at an event on February 28, 2015 and scholarships would be awarded. She encouraged everyone to attend.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 9:46 P.M. to the next regular Council meeting on February 24, 2015.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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100 General Fund

Non Departmental

354855	CARRINGTON PROPERTY SERVICES LLC	OVERPAYMENT REFUND	160.00
354947	SOLAR CITY	REFUND SMIP TECH FEE	8.82
354948	SOLAR CITY	REFUND SMIP TECH FEE	10.49
354972	WEST YOST ASSOCIATES INC	CONSULTANT SERVICES	19,992.50
355008	DEER PACIFIC LP	DEPOSIT REFUND	2,000.00
355063	STRATZ PERMIT SERVICE	SMIP FEE REFUND	1.80
923741	ZUMWALT ENGINEERING GROUP INC	ENGINEERING SERVICES	326.00

City Council

203845	CITY OF MARTINEZ	MAYORS CONFERENCE	50.00
354868	CCC MAYORS CONFERENCE	MEMBERSHIP DUES	5,014.80
355032	LEACH, TAMARA L	SUPPLIES REIMBURSEMENT	26.14
355043	OGORCHOCK, LORI ANN	LODGING REIMBURSEMENT	468.90
923736	LONE TREE GOLF COURSE	MAYORS CONFERENCE	1,044.04

City Attorney

354859	COLANTUONO HIGHSMITH AND WHATLEY PC	LEGAL SERVICES	66.35
354914	LEXISNEXIS	ONLINE LEGAL RESEARCH	76.50
354936	PORTER SCOTT ATTORNEYS	LEGAL SERVICES	1,375.00

City Manager

203846	BIG HOUSE COFFEE	COFFEE	31.50
355027	INFOSEND INC	PRINT/MAIL SERVICES	2,401.05
923733	KARSTE CONSULTING INC	PROFESSIONAL SERVICES	1,470.00

City Clerk

354906	IIMC	MEMBER DUES	195.00
354933	PHOTOGRAPHY BY TISH	PORTRAIT-ORGORCHOCK	547.93
354995	CCAC	MEMBER DUES	295.00

City Treasurer

354899	GARDA CL WEST INC	EXCESS PICK UP FEE	63.35
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Economic Development

923721	BERNICK, MICHAEL	PROFESSIONAL SERVICES	3,300.00
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Finance Administration

354991	BANK OF AMERICA	CSFMO DUES-MERCHANT	135.00
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Finance Accounting

923696	SUNGARD PUBLIC SECTOR INC	ASP SERVICE	16,431.16
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Finance Operations

354896	FRED PRYOR SEMINARS	KOLLER-3/10/2015 CLASS	306.00
923722	CDW GOVERNMENT INC	COMPUTER SUPPLIES	32.69

Non Departmental

203966	WAGWORKS	ADMIN FEE	96.00
354924	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY-DEC2014	11,277.45
354963	VALLEE CONSTRUCTION	REFUND BUS LIC TAX	500.00
923626	RETIREE	MEDICAL AFTER RETIREMENT	1,658.84

Public Works Maintenance Administration

355040	NEXTEL SPRINT	CELL PHONE	57.90
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Public Works Street Maintenance

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 Finance Accounting

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203773 DELTA DIABLO	DISPOSAL FEE	34.00
354975 VERIZON WIRELESS	DATA USAGE	114.03
354977 ACE HARDWARE, ANTIOCH	SUPPLIES	7.82
355020 FRIGARD CHIROPRACTIC AND	DMV EXAMS	75.00
355040 NEXTEL SPRINT	CELL PHONE EQUIPMENT	314.79
923728 GRAINGER INC	SUPPLIES	24.33
Public Works-Signal/Street Lights		
354929 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	103.03
354990 AT AND T MCI	PHONE	576.39
355002 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	43,340.55
355046 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	482.55
355055 ROBERTS AND BRUNE CO	STREET LIGHTS	233.29
355059 STATE OF CALIFORNIA	SIGNALS MAINTENANCE	2,708.40
Public Works-Striping/Signing		
354888 EAST BAY WELDING SUPPLY	SUPPLIES	55.13
354919 LOWES COMPANIES INC	SUPPLIES	16.14
354975 VERIZON WIRELESS	DATA USAGE	114.03
355018 FASTLANE TEK INC	CONSULTING SERVICES	1,640.00
355040 NEXTEL SPRINT	CELL PHONE EQUIPMENT	316.39
355073 ZAP MANUFACTURING INC	REFURBISHED SIGNS	1,410.50
Public Works-Facilities Maintenance		
354919 LOWES COMPANIES INC	SUPPLIES	1,067.91
354975 VERIZON WIRELESS	DATA USAGE	114.03
354977 ACE HARDWARE, ANTIOCH	SUPPLIES	17.64
354978 ACME SECURITY SYSTEMS	DOOR REPAIR	422.56
354982 AMERICAN PLUMBING INC	PLUMBING SERVICES	155.00
354990 AT AND T MCI	PHONE	49.33
354992 BAY AREA AIR QUALITY MANAGEMENT	PERMIT RENEWAL	2,031.00
355000 CONTRA COSTA COUNTY	RADIO REPAIR	120.00
355013 DREAM RIDE ELEVATOR	ELEVATOR SERVICE	240.00
355026 HONEYWELL INTERNATIONAL INC	HVAC SERVICE	13,075.50
355033 LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	450.00
355036 LOWES COMPANIES INC	SUPPLIES	243.87
355040 NEXTEL SPRINT	CELL PHONE EQUIPMENT	258.49
355042 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	100.00
355061 STATE OF CALIFORNIA	INSPECTION SERVICE	225.00
923618 HAMMONS SUPPLY COMPANY	SUPPLIES	106.73
Public Works-Parks Maint		
354990 AT AND T MCI	PHONE	85.54
355009 DELTA FENCE CO	FENCE REPAIR SERVICE	2,089.00
355058 ROSS RECREATION EQUIPMENT	PARK EQUIPMENT	4,299.82
355071 WORLD DRYER CORPORATION	EQUIPMENT REPLACEMENT	486.08
923634 JOHN DEERE LANDSCAPES PACHECO	CONTROLLER REPAIR	236.25
923730 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,771.39
923732 JOHN DEERE LANDSCAPES PACHECO	IRRIGATION PARTS	1,284.17
Public Works-Median/General Land		

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354954 STEWARTS TREE SERVICE INC	TREE SERVICE	500.00
354990 AT AND T MCI	PHONE	173.39
355036 LOWES COMPANIES INC	SUPPLIES	59.94
355045 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	11,980.00
923732 JOHN DEERE LANDSCAPES PACHECO	IRRIGATION PARTS	312.50
Public Works-Work Alternative		
355040 NEXTEL SPRINT	CELL PHONE	49.55
Police Administration		
354852 BROOKS, TAMMANY N	PER DIEM-BROOKS	284.00
354854 CANTANDO, ALLAN J	PER DIEM-CANTANDO	284.00
354871 CPCA	CPCA CONFENRECE FEE	600.00
354872 CPCA	CPCA CONFERENCE FEE	600.00
354873 CPOA FOUNDATION	REGISTRATION FEE-MOREFIELD	250.00
354893 FEDEX	SHIPPING	90.00
354955 MISSION INN HOTEL AND SPA, THE	LODGING-CANTANDO	314.32
354956 MISSION INN HOTEL AND SPA, THE	LODGING-BROOKS	314.32
354965 VERIZON WIRELESS	AIR CARD	76.02
354987 ASR - BRICKER MINCOLA	VEST	761.91
354999 COMMERCIAL SUPPORT SERVICES	CAR WASHES	619.50
355006 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	100.00
355011 DIRECT GOV SOURCE	AMMUNITION	821.56
355017 ED JONES CO INC	BADGES	939.68
355041 NEXTEL SPRINT	CELL PHONE EQUIPMENT	234.03
355050 PITNEY BOWES INC	SUPPLIES	258.15
355052 PORAC LEGAL DEFENSE FUND	RESERVE DUES-RUPANI	30.00
355054 REACH PROJECT INC	PROGRAM SERVICES	17,083.00
355060 STATE OF CALIFORNIA	FINGERPRINTING	256.00
355067 VORTECH PHARMACEUTICALS	SUPPLIES	354.13
923731 IMAGE SALES INC	BADGES	87.96
923737 MOBILE MINI LLC	PORTABLE STORAGE CONTAINER	107.43
Police Community Policing		
203913 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	98.30
203914 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	98.15
203915 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	17.25
203916 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	98.90
203917 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	95.94
354878 EMPLOYEE	ADPP-JAN 2015	4,336.00
354964 EMPLOYEE	ADPP-JAN 2015	4,336.00
355006 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	70.00
355021 EMPLOYEE	PENSION PAYMENT	667.08
Police Investigations		
203915 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	82.50
354979 ADVANTAGE SENTRY AND PROTECTION	PRISONER TRANSPORT	962.50
355001 CONTRA COSTA COUNTY	RENDITION	350.00
355022 GALLS INC	SUPPLIES	125.08
355034 LOS ANGELES CO AUDITOR CONTROLLER	LAB TESTING	968.00

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355041 NEXTEL SPRINT	CELL PHONE EQUIPMENT	156.02
355048 PFEIFFER, DEAN A	EXPENSE REIMBURSEMENT	72.76
355066 VANDERPOOL, JASON C	MILEAGE REIMBURSEMENT	84.00
Police Communications		
354989 AT AND T MCI	PHONE	655.27
354990 AT AND T MCI	PHONE	1,687.34
354998 COMCAST	CONNECTION SERVICE	333.00
355000 CONTRA COSTA COUNTY	COMMUNICATIONS SERVICES	480.00
Office Of Emergency Management		
354990 AT AND T MCI	PHONE	328.08
355012 DISH NETWORK	SATELLITE FEE	121.74
Police Community Volunteers		
923726 CRYSTAL CLEAR LOGOS INC	SHIRTS	112.85
Police Facilities Maintenance		
354990 AT AND T MCI	PHONE	293.93
354992 BAY AREA AIR QUALITY MANAGEMENT	PERMIT RENEWAL	738.00
354993 BAY CITIES PYROTECTOR	FIRE SYSTEM CERTIFICATION	650.26
355013 DREAM RIDE ELEVATOR	ELEVATOR SERVICE	80.00
355026 HONEYWELL INTERNATIONAL INC	HVAC SERVICE	7,233.00
355033 LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	75.00
355041 NEXTEL SPRINT	CELL PHONE	3,124.06
355042 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	165.00
355057 ROCHESTER MIDLAND CORP	SANITIZING SERVICE	1,693.59
Community Development Land Planning Services		
203749 UNITED STATES POSTAL SERVICE	FILING FEES	8.95
354941 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	1,683.08
355051 PMC	PROFESSIONAL SERVICES	7,626.25
355053 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	2,779.83
CD Code Enforcement		
354865 CONTRA COSTA COUNTY	RELEASE OF LIENS	105.00
355009 DELTA FENCE CO	FENCE REPAIR SERVICE	220.00
355028 INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	3,452.50
PW Engineer Land Development		
354846 BAY AREA NEWS GROUP	LEGAL AD	117.48
354958 TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	8,780.00
354976 VERIZON WIRELESS	DATA USAGE	282.02
354986 ARC IMAGING RESOURCES	SUPPLIES	342.43
354990 AT AND T MCI	PHONE	32.28
355040 NEXTEL SPRINT	CELL PHONE	169.55
923698 TESTING ENGINEERS INC	ENGINEERING SERVICES	550.00
Community Development Building Inspection		
354947 SOLAR CITY	REFUND TECHNOLOGY FEE	228.94
354948 SOLAR CITY	REFUND BUILDING PERMIT FEE	233.78
355040 NEXTEL SPRINT	CELL PHONE	58.50
355063 STRATZ PERMIT SERVICE	BLDG PERMIT FEE REFUND	139.02
Capital Imp. Administration		

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354975	VERIZON WIRELESS	DATA USAGE	9.80
354976	VERIZON WIRELESS	DATA USAGE	141.01
Community Development Engineering Services			
355040	NEXTEL SPRINT	CELL PHONE	57.90
212 CDBG Fund			
CDBG			
354845	BAY AREA LEGAL AID	CDBG SERVICES	6,691.70
354869	CONTRA COSTA SENIOR LEGAL SVCS	CDBG SERVICES	2,208.70
355028	INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	24,360.00
923729	HOUSE, TERI	CONSULTING SERVICES	7,572.50
CDBG NSP			
354935	PMC	OCT14 CDBG SERVICES	312.50
923729	HOUSE, TERI	CONSULTING SERVICES	390.00
213 Gas Tax Fund			
Streets			
354929	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	151.21
355046	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	13.27
214 Animal Control Fund			
Animal Control			
354920	MASTRANGELI, ALEX	ADOPTION FEE REFUND	150.00
354939	PWS INC	EQUIPMENT REPAIR	283.23
355015	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	564.79
355016	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	76.00
355025	HILLS PET NUTRITION	ANIMAL FOOD	477.01
355039	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,081.92
355041	NEXTEL SPRINT	CELL PHONE	275.07
923624	HLP INC	MAINTENANCE AND SUPPORT	1,351.60
Maddie's Fund Grant			
354889	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	2,731.34
355016	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	1,105.02
219 Recreation Fund			
Non Departmental			
355003	CCC IHSS PUBLIC AUTHORITY	DEPOSIT REFUND	500.00
Recreation Admin			
354919	LOWES COMPANIES INC	SUPPLIES	42.23
355026	HONEYWELL INTERNATIONAL INC	HVAC SERVICE	5,406.25
355033	LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	150.00
Senior Programs			
354990	AT AND T MCI	PHONE	96.22
923730	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	213.67
Recreation Classes/Prog			
203810	MICHAELS	SUPPLIES	28.13
203951	RUIZ DE VIA, SUSANA	CLASS REFUND	60.00
354874	CPR FAST	CONTRACTOR PAYMENT	302.40
354884	DISCOUNT SCHOOL SUPPLY	PRESCHOOL SUPPLIES	168.73
354890	EDUCATION TO GO	CONTRACTOR PAYMENT	134.50

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354897 GALINDO, REBECCA	CLASS REFUND	102.00
354917 LOUIE, LUNS	CONTRACTOR PAYMENT	162.00
354961 UNITED STATES POSTAL SERVICE	POSTAGE-SPRING REC GUIDE	400.00
355064 TINOCO, JAZMIN	CLASS REFUND	148.00
Recreation Sports Programs		
354919 LOWES COMPANIES INC	SUPPLIES	351.42
Recreation Special Needs		
203951 RUIZ DE VIA, SUSANA	CLASS REFUND	10.00
Recreation Concessions		
354905 ICEE COMPANY, THE	SUPPLIES	714.76
354990 AT AND T MCI	PHONE	17.05
Recreation-New Comm Cntr		
354847 BAY BUILDING MAINTENANCE INC	STEAM CLEANING	325.00
354860 COLE SUPPLY CO INC	SUPPLIES	675.97
354892 FAST SIGNS	COMMUNITY HALL SIGNAGE	125.83
354919 LOWES COMPANIES INC	SUPPLIES	108.90
354990 AT AND T MCI	PHONE	19.60
354998 COMCAST	CONNECTION SERVICE	1,587.41
355026 HONEYWELL INTERNATIONAL INC	HVAC SERVICE	9,930.25
355036 LOWES COMPANIES INC	SUPPLIES	120.56
355042 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	230.00
221 Asset Forfeiture Fund		
Non Departmental		
354866 CONTRA COSTA COUNTY	APD13-11601	328.71
354867 CONTRA COSTA COUNTY	APD14-6072	351.83
Asset Forfeiture		
355047 PARCEL QUEST	YEARLY RENEWAL	2,701.73
222 Measure C/J Fund		
Streets		
355002 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	5,318.77
355019 FEDERAL ADVOCATES INC	ADVOCACY SERVICES	5,000.00
226 Solid Waste Reduction Fund		
Solid Waste		
355028 INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	2,590.00
228 Abandoned Vehicles Fund		
Abandoned Vehicles		
355028 INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	2,327.50
229 Pollution Elimination Fund		
Channel Maintenance Operation		
355040 NEXTEL SPRINT	CELL PHONE	49.55
236 CDBG Revolving Loan Fund		
CDBG		
354962 US DEPT OF HOUSING AND URBAN DEV	CDBG HOUSING SVCS	1,502.35
238 PEG Franchise Fee Fund		
Non Departmental		
355030 JIM CLARK COMPANY	CARPET INSTALLATION	2,150.00

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251 Lone Tree SLLMD Fund		
<i>Lonetree Maintenance Zone 1</i>		
354990 AT AND T MCI	PHONE	68.20
<i>Lonetree Maintenance Zone 2</i>		
354990 AT AND T MCI	PHONE	136.79
<i>Lonetree Maintenance Zone 3</i>		
354990 AT AND T MCI	PHONE	50.53
254 Hillcrest SLLMD Fund		
<i>Hillcrest Maintenance Zone 1</i>		
354990 AT AND T MCI	PHONE	34.10
<i>Hillcrest Maintenance Zone 2</i>		
354990 AT AND T MCI	PHONE	118.11
<i>Hillcrest Maintenance Zone 4</i>		
354990 AT AND T MCI	PHONE	99.54
255 Park 1A Maintenance District Fund		
<i>Park 1A Maintenance District</i>		
354990 AT AND T MCI	PHONE	17.22
355046 PACIFIC GAS AND ELECTRIC CO	GAS	68.21
256 Citywide 2A Maintenance District Fund		
<i>Citywide 2A Maintenance Zone 9</i>		
354990 AT AND T MCI	PHONE	68.20
257 SLLMD Administration Fund		
<i>SLLMD Administration</i>		
354975 VERIZON WIRELESS	DATA USAGE	228.06
355036 LOWES COMPANIES INC	SUPPLIES	20.69
355040 NEXTEL SPRINT	CELL PHONE	165.35
311 Capital Improvement Fund		
<i>Streets</i>		
355044 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	7,350.00
<i>Public Buildings & Facilities</i>		
923733 KARSTE CONSULTING INC	CONSULTING SERVICES	1,020.00
312 Prewett Family Park Fund		
<i>Parks & Open Space</i>		
923733 KARSTE CONSULTING INC	CONSULTING SERVICES	4,560.00
376 Lone Diamond Fund		
<i>Assessment District</i>		
354856 CENTRAL SELF STORAGE ANTIOCH	MONTHLY STORAGE FEES	165.00
570 Equipment Maintenance Fund		
<i>Non Departmental</i>		
354903 HUNT AND SONS INC	FUEL	19,882.65
<i>Equipment Maintenance</i>		
354842 ALL STAR FORD	CYLINDER HEAD REPAIR	2,640.36
354887 EAST BAY TIRE CO	TIRE REPLACEMENT	569.92
354923 MUNICIPAL MAINT EQUIPMENT INC	VEHICLE REPAIR	11,665.81
354968 WALNUT CREEK FORD	BRAKE PARTS	100.77
354975 VERIZON WIRELESS	DATA USAGE	114.03

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354984	ANTIOCH AUTO PARTS	BATTERIES	1,685.16
354996	CHUCKS BRAKE AND WHEEL SERVICE INC	SEAT ASSEMBLY	374.63
355010	DESIGN CONSTRUCTION	LIFT GATE REPAIR	738.02
355014	EAST BAY TIRE CO	TIRE REPAIR	269.56
355036	LOWES COMPANIES INC	SUPPLIES	14.17
355049	PHILS DIESEL CLINIC	EMERGENCY SEWER REPAIR	10,615.98
355056	ROBERTSON ENGINEERING NC	FUELING SYSTEM PARTS	322.25
355068	WALNUT CREEK FORD	AUTO PARTS STOCK	2,189.30
923734	KIMBALL MIDWEST	SUPPLIES	1,158.04
573 Information Services Fund			
Non Departmental			
354991	BANK OF AMERICA	EE COMPUTER PURCHASE	3,140.72
Information Services			
354990	AT AND T MCI	PHONE	61.02
355040	NEXTEL SPRINT	CELL PHONE	56.91
Network Support & PCs			
354966	VERIZON WIRELESS	AIR CARD	114.03
354990	AT AND T MCI	PHONE	93.47
354997	COMCAST	INTERNET SERVICE	187.65
354998	COMCAST	CONNECTION SERVICE	1,042.47
355040	NEXTEL SPRINT	CELL PHONE	121.65
355047	PARCEL QUEST	YEARLY RENEWAL	4,052.58
923720	ALTURA COMMUNICATION SOLUTIONS	IPAD ACCESS UPDATE	525.00
923727	DIGITAL SERVICES	WEBSITE MAINTENANCE	2,990.00
Telephone System			
354988	AT AND T MCI	PHONE	47.43
354990	AT AND T MCI	PHONE	2,287.22
Office Equipment Replacement			
923629	HUBB SYSTEMS LLC DATA 911	COMPUTER SOFTWARE	18,122.94
923724	COMPUTERLAND	COMPUTER SUPPLIES	788.90
577 Post Retirement Medical-Police Fund			
Non Departmental			
354844	RETIREE	MEDICAL AFTER RETIREMENT	270.95
354851	RETIREE	MEDICAL AFTER RETIREMENT	1,170.00
354853	RETIREE	MEDICAL AFTER RETIREMENT	714.45
354898	RETIREE	MEDICAL AFTER RETIREMENT	871.40
354912	RETIREE	MEDICAL AFTER RETIREMENT	887.96
354945	RETIREE	MEDICAL AFTER RETIREMENT	235.23
354960	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
354969	RETIREE	MEDICAL AFTER RETIREMENT	663.90
354973	RETIREE	MEDICAL AFTER RETIREMENT	469.02
923566	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923572	RETIREE	MEDICAL AFTER RETIREMENT	887.96
923574	RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
923577	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923578	RETIREE	MEDICAL AFTER RETIREMENT	1,199.92

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923585	RETIREE	MEDICAL AFTER RETIREMENT	887.96
923586	RETIREE	MEDICAL AFTER RETIREMENT	897.00
923589	RETIREE	MEDICAL AFTER RETIREMENT	556.94
923592	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923602	RETIREE	MEDICAL AFTER RETIREMENT	1,428.90
923606	RETIREE	MEDICAL AFTER RETIREMENT	1,190.16
923607	RETIREE	MEDICAL AFTER RETIREMENT	680.00
923608	RETIREE	MEDICAL AFTER RETIREMENT	235.23
923621	RETIREE	MEDICAL AFTER RETIREMENT	173.51
923625	RETIREE	MEDICAL AFTER RETIREMENT	235.23
923628	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923630	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923631	RETIREE	MEDICAL AFTER RETIREMENT	262.28
923639	RETIREE	MEDICAL AFTER RETIREMENT	173.51
923653	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923655	RETIREE	MEDICAL AFTER RETIREMENT	592.45
923656	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923668	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923669	RETIREE	MEDICAL AFTER RETIREMENT	811.87
923670	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923672	RETIREE	MEDICAL AFTER RETIREMENT	949.68
923682	RETIREE	MEDICAL AFTER RETIREMENT	592.45
923693	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923699	RETIREE	MEDICAL AFTER RETIREMENT	469.02
923704	RETIREE	MEDICAL AFTER RETIREMENT	592.45
923713	RETIREE	MEDICAL AFTER RETIREMENT	592.45
923715	RETIREE	MEDICAL AFTER RETIREMENT	239.43
923716	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90

578 Post Retirement Medical-Misc Fund

Non Departmental

354849	RETIREE	MEDICAL AFTER RETIREMENT	232.69
354857	RETIREE	MEDICAL AFTER RETIREMENT	449.11
354877	RETIREE	MEDICAL AFTER RETIREMENT	232.69
354882	RETIREE	MEDICAL AFTER RETIREMENT	114.69
354885	RETIREE	MEDICAL AFTER RETIREMENT	285.44
354886	RETIREE	MEDICAL AFTER RETIREMENT	587.38
354911	RETIREE	MEDICAL AFTER RETIREMENT	232.69
354921	RETIREE	MEDICAL AFTER RETIREMENT	232.69
354934	RETIREE	MEDICAL AFTER RETIREMENT	351.38
354940	RETIREE	MEDICAL AFTER RETIREMENT	114.69
354942	RETIREE	MEDICAL AFTER RETIREMENT	587.38
354944	RETIREE	MEDICAL AFTER RETIREMENT	114.69
354946	RETIREE	MEDICAL AFTER RETIREMENT	114.69
354967	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923567	RETIREE	MEDICAL AFTER RETIREMENT	246.76
923568	RETIREE	MEDICAL AFTER RETIREMENT	587.38

Prepared by: Georgina Meek
 Finance Accounting

2/19/2015

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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923569	RETIREE	MEDICAL AFTER RETIREMENT	230.63
923573	RETIREE	MEDICAL AFTER RETIREMENT	258.90
923576	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923580	RETIREE	MEDICAL AFTER RETIREMENT	232.69
923583	RETIREE	MEDICAL AFTER RETIREMENT	587.38
923591	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923596	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923598	RETIREE	MEDICAL AFTER RETIREMENT	232.69
923601	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923604	RETIREE	MEDICAL AFTER RETIREMENT	173.51
923605	RETIREE	MEDICAL AFTER RETIREMENT	250.00
923612	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923614	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923616	RETIREE	MEDICAL AFTER RETIREMENT	257.98
923617	RETIREE	MEDICAL AFTER RETIREMENT	171.60
923623	RETIREE	MEDICAL AFTER RETIREMENT	587.38
923627	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923635	RETIREE	MEDICAL AFTER RETIREMENT	232.69
923638	RETIREE	MEDICAL AFTER RETIREMENT	587.38
923640	RETIREE	MEDICAL AFTER RETIREMENT	232.69
923642	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923645	RETIREE	MEDICAL AFTER RETIREMENT	587.38
923648	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923649	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923652	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923664	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923665	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923674	RETIREE	MEDICAL AFTER RETIREMENT	232.69
923677	RETIREE	MEDICAL AFTER RETIREMENT	232.69
923681	RETIREE	MEDICAL AFTER RETIREMENT	587.38
923687	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923700	RETIREE	MEDICAL AFTER RETIREMENT	246.76
923702	RETIREE	MEDICAL AFTER RETIREMENT	131.94
923703	RETIREE	MEDICAL AFTER RETIREMENT	173.51
923706	RETIREE	MEDICAL AFTER RETIREMENT	709.38
923712	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923714	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923717	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923718	RETIREE	MEDICAL AFTER RETIREMENT	702.76

579 Post Retirement Medical-Mgmt Fund

Non Departmental

354858	RETIREE	MEDICAL AFTER RETIREMENT	891.90
354870	RETIREE	MEDICAL AFTER RETIREMENT	172.69
354895	RETIREE	MEDICAL AFTER RETIREMENT	114.69
354901	RETIREE	MEDICAL AFTER RETIREMENT	232.69
354904	RETIREE	MEDICAL AFTER RETIREMENT	400.00

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CITY OF ANTIOCH
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354910 RETIREE	MEDICAL AFTER RETIREMENT	587.38
354913 RETIREE	MEDICAL AFTER RETIREMENT	351.38
354922 RETIREE	MEDICAL AFTER RETIREMENT	752.38
354928 RETIREE	MEDICAL AFTER RETIREMENT	1,735.57
354932 RETIREE	MEDICAL AFTER RETIREMENT	114.69
354957 RETIREE	MEDICAL AFTER RETIREMENT	232.69
923575 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923579 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923581 RETIREE	MEDICAL AFTER RETIREMENT	172.70
923582 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923584 RETIREE	MEDICAL AFTER RETIREMENT	891.90
923587 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923590 RETIREE	MEDICAL AFTER RETIREMENT	709.38
923594 RETIREE	MEDICAL AFTER RETIREMENT	615.52
923595 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923597 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923599 RETIREE	MEDICAL AFTER RETIREMENT	467.38
923600 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923603 RETIREE	MEDICAL AFTER RETIREMENT	246.76
923609 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923610 RETIREE	MEDICAL AFTER RETIREMENT	891.90
923611 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923615 RETIREE	MEDICAL AFTER RETIREMENT	873.55
923619 RETIREE	MEDICAL AFTER RETIREMENT	578.29
923620 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923622 RETIREE	MEDICAL AFTER RETIREMENT	469.02
923632 RETIREE	MEDICAL AFTER RETIREMENT	322.37
923636 RETIREE	MEDICAL AFTER RETIREMENT	717.38
923637 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923641 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923643 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923644 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923646 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923647 RETIREE	MEDICAL AFTER RETIREMENT	232.69
923650 RETIREE	MEDICAL AFTER RETIREMENT	172.38
923651 RETIREE	MEDICAL AFTER RETIREMENT	351.38
923654 RETIREE	MEDICAL AFTER RETIREMENT	531.58
923657 RETIREE	MEDICAL AFTER RETIREMENT	173.51
923659 RETIREE	MEDICAL AFTER RETIREMENT	246.76
923661 RETIREE	MEDICAL AFTER RETIREMENT	172.69
923662 RETIREE	MEDICAL AFTER RETIREMENT	587.38
923663 RETIREE	MEDICAL AFTER RETIREMENT	702.76
923666 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923667 RETIREE	MEDICAL AFTER RETIREMENT	114.69
923671 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
923673 RETIREE	MEDICAL AFTER RETIREMENT	114.69

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 Finance Accounting

CITY OF ANTIOCH
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923675	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923676	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923678	RETIREE	MEDICAL AFTER RETIREMENT	232.69
923679	RETIREE	MEDICAL AFTER RETIREMENT	172.70
923680	RETIREE	MEDICAL AFTER RETIREMENT	372.69
923683	RETIREE	MEDICAL AFTER RETIREMENT	891.90
923684	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923685	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923686	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923688	RETIREE	MEDICAL AFTER RETIREMENT	246.76
923689	RETIREE	MEDICAL AFTER RETIREMENT	615.52
923691	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923692	RETIREE	MEDICAL AFTER RETIREMENT	587.38
923694	RETIREE	MEDICAL AFTER RETIREMENT	752.38
923695	RETIREE	MEDICAL AFTER RETIREMENT	185.67
923697	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923705	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923707	RETIREE	MEDICAL AFTER RETIREMENT	351.38
923708	RETIREE	MEDICAL AFTER RETIREMENT	1,596.50
923709	RETIREE	MEDICAL AFTER RETIREMENT	114.69
923710	RETIREE	MEDICAL AFTER RETIREMENT	1,520.00
923711	RETIREE	MEDICAL AFTER RETIREMENT	246.76

611 Water Fund

Non Departmental

354850	BISHOP CO	SUPPLIES	241.27
354894	FIRST VANGUARD RENTALS AND SALES INC	SAND BAGS	4,751.60
354900	GOLOGO PROMOTIONS	BALL CAPS STOCK	391.35
354902	HORIZON	SUPPLIES	901.43
354943	ROBERTS AND BRUNE CO	SUPPLIES	698.96
354971	WESCO RECEIVABLES CORP	SUPPLIES	54.94
355023	GOLOGO PROMOTIONS	SHIRTS	131.89
355055	ROBERTS AND BRUNE CO	SUPPLIES	6,205.54
923613	GRAINGER INC	SUPPLIES	270.10
923618	HAMMONS SUPPLY COMPANY	SUPPLIES	1,696.65
923726	CRYSTAL CLEAR LOGOS INC	SUPPLIES	5,065.63

Water Supervision

354840	AKSAN UNITED FORTUNE INC	CHECK REPLACEMENT	370.06
354975	VERIZON WIRELESS	DATA USAGE	228.06
355040	NEXTEL SPRINT	CELL PHONE	113.82

Water Production

203891	SEARS	TOOLS	57.68
354843	AUTOMATED VALVE SERVICES	CONTROL VALVE REPAIR	2,252.25
354848	BENNETT, KORY C	RENEWAL REIMBURSEMENT	60.00
354891	EXPONENT INC	PROFESSIONAL SERVICES	725.00
354919	LOWES COMPANIES INC	SUPPLIES	308.63
354975	VERIZON WIRELESS	DATA USAGE	114.03

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CITY OF ANTIOCH
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354977	ACE HARDWARE, ANTIOCH	SUPPLIES	81.48
354981	ALL STAR RENTS	LIFT MATERIAL	149.88
354983	ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL SERVICE	125.00
354990	AT AND T MCI	PHONE	893.00
354994	BERENDSEN FLUID POWER	FILTER CONTROL VALVES	1,945.29
355024	GRAPHIC CONTROLS LLC	CHARTS	899.14
355033	LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	150.00
355036	LOWES COMPANIES INC	SUPPLIES	832.55
355037	M AND L OVERHEAD DOORS	GATE REPAIR	1,265.43
355040	NEXTEL SPRINT	CELL PHONE	103.77
355062	STEWARTS TREE SERVICE INC	TREE SERVICE	3,400.00
355072	XEROX CORPORATION	COPIER LEASE	55.43
923588	CHEMTRADE CHEMICALS US LLC	ALUM	2,356.08
923593	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	361.84
923633	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	666.99
923660	OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	5,532.60
923690	SIERRA CHEMICAL CO	CHLORINE	12,221.37
923719	AIRGAS SPECIALTY PRODUCTS	AMMONIA	2,987.51
923723	CHEMTRADE CHEMICALS US LLC	ALUM	4,727.90
923725	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	95.87
923728	GRAINGER INC	SUPPLIES	2,320.12
923730	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,189.31
923735	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	400.00
923738	OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	5,656.77
923740	VINCENT ELECTRIC MOTOR CO	MOTOR REPAIR	13,736.66
Water Distribution			
354875	CWEA SFBS	MEMBERSHIP-STOUT	156.00
354876	CWEA SFBS	MEMBERSHIP-CELONI	156.00
354879	DELTA FENCE CO	FENCE REPAIR	415.04
354908	INFOSEND INC	POSTAGE COSTS	3,437.15
354919	LOWES COMPANIES INC	SUPPLIES	300.38
354930	PADILLA, EDWARD A	RENEWAL REIMBURSEMENT	79.00
354953	STATE WATER RESOURCES BOARD	CERTIFICATION RENEWAL-CELONI	150.00
354975	VERIZON WIRELESS	DATA USAGE	1,140.30
354985	ANTIOCH BUILDING MATERIALS	ASPHALT	8,940.16
354990	AT AND T MCI	PHONE	17.05
354998	COMCAST	CONNECTION SERVICE	333.00
355004	COUNTY ASPHALT	ASPHALT	1,280.48
355005	CRESO EQUIPMENT RENTALS & AFFILIATES	EQUIPMENT RENTALS	5,215.00
355020	FRIGARD CHIROPRACTIC AND	DMV EXAMS	225.00
355027	INFOSEND INC	PRINT/MAIL SERVICES	232.77
355036	LOWES COMPANIES INC	SUPPLIES	1,022.90
355040	NEXTEL SPRINT	CELL PHONE EQUIPMENT	880.90
355055	ROBERTS AND BRUNE CO	PIPE & FITTINGS	521.01
355065	USA BLUE BOOK	MARKING FLAGS	140.45
923613	GRAINGER INC	SUPPLIES	246.44

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CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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923728 GRAINGER INC	SUPPLIES	26.16
923733 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	1,470.00
923739 TELFER OIL COMPANY	SUPPLIES	717.46
Water Meter Reading		
354975 VERIZON WIRELESS	DATA USAGE	114.03
355036 LOWES COMPANIES INC	SUPPLIES	20.55
355040 NEXTEL SPRINT	CELL PHONE	47.47
Public Buildings & Facilities		
354862 CON QUEST CONTRACTORS INC	PROGRESS PAYMENT	27,312.50
354980 ALAMEDA ELECTRICAL DISTRIBUTORS	BACK PLATE EXTENDER	2,272.53
355038 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	2,860.00
Warehouse & Central Stores		
354841 ALL PRO PRINTING SOLUTIONS	FIRE EXTINGUISHER TAGS	429.20
355033 LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	150.00
355040 NEXTEL SPRINT	CELL PHONE	80.00
612 Water Line Expansion Fund		
Water Systems		
355007 D R LEMINGS CONSTRUCTION	WILLIAMSON RANCH PROJECT	99,702.50
621 Sewer Fund		
Sewer-Wastewater Supervision		
354975 VERIZON WIRELESS	DATA USAGE	342.09
Sewer-Wastewater Collection		
354879 DELTA FENCE CO	FENCE REPAIR	415.04
354908 INFOSEND INC	POSTAGE COSTS	3,437.16
354919 LOWES COMPANIES INC	SUPPLIES	440.28
354975 VERIZON WIRELESS	DATA USAGE	684.18
354985 ANTIOCH BUILDING MATERIALS	ASPHALT	8,394.57
354990 AT AND T MCI	PHONE	66.31
354998 COMCAST	CONNECTION SERVICE	333.00
355004 COUNTY ASPHALT	ASPHALT	1,751.37
355020 FRIGARD CHIROPRACTIC AND	DMV EXAMS	75.00
355027 INFOSEND INC	PRINT/MAIL SERVICES	232.78
355029 JACK DOHENY SUPPLIES INC	CERTIFICATION TRAINING	1,200.00
355033 LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	5,109.24
355036 LOWES COMPANIES INC	SUPPLIES	84.18
355038 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	2,860.00
355040 NEXTEL SPRINT	CELL PHONE	277.19
355069 WECO INDUSTRIES INC	HOSE	3,588.27
923730 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	854.54
622 Sewer Facilities Expansion Fund		
Wastewater Collection		
355031 KLEINFELDER INC	PROFESSIONAL SERVICES	512.00
631 Marina Fund		

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 Finance Accounting

CITY OF ANTIOCH
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Marina Administration

354919	LOWES COMPANIES INC	SUPPLIES	78.92
354990	AT AND T MCI	PHONE	85.26
355036	LOWES COMPANIES INC	SUPPLIES	88.38
355040	NEXTEL SPRINT	CELL PHONE	56.91
355072	XEROX CORPORATION	COPIER LEASE	55.43

641 Prewett Water Park Fund

Non Departmental

355070	WHEN TO WORK INC	ONLINE SCHEDULING	366.67
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Recreation Aquatics

203952	TURCIOS, DALIA	CLASS REFUND	29.00
354847	BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICE	500.00

Recreation Water Park

354860	COLE SUPPLY CO INC	SUPPLIES	121.14
354861	COMMERCIAL POOL SYSTEMS INC	POOL CHEMICALS	1,719.29
354916	LINCOLN EQUIPMENT INC	SUPPLIES	382.59
354919	LOWES COMPANIES INC	SUPPLIES	599.47
354970	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	2,731.61
354990	AT AND T MCI	PHONE	48.44
355026	HONEYWELL INTERNATIONAL INC	HVAC SERVICE	2,389.00
355033	LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	375.00
355036	LOWES COMPANIES INC	SUPPLIES	814.04
355070	WHEN TO WORK INC	ONLINE SCHEDULING	183.33
923728	GRAINGER INC	SUPPLIES	394.75

Recreation Community Cntr

354847	BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICE	250.00
354919	LOWES COMPANIES INC	SUPPLIES	30.80

Rec Prewett Concessions

354990	AT AND T MCI	PHONE	49.02
355033	LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	75.00

721 Employee Benefits Fund

Non Departmental

354863	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	1,229.52
354864	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
354880	DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00
354881	DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
354883	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	59.00
354907	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	875.00
354909	INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
354915	LINA	PAYROLL DEDUCTIONS	5,157.51
354925	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,682.92
354926	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,643.00
354927	OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	8,216.97
354931	PARS	PAYROLL DEDUCTIONS	710.36
354937	PERS	PAYROLL DEDUCTIONS	336,088.94
354938	PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,484.52

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CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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354949 SOLAR SWIM AND GYM	PAYROLL DEDUCTIONS	27.00
354950 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	880.60
354951 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	104.12
354952 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
354959 RECIPIENT	PAYROLL DEDUCTIONS	112.15
354974 XTREME FITNESS	PAYROLL DEDUCTIONS	104.00
923570 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	746.75
923571 APOA	PAYROLL DEDUCTIONS	13,023.59
923658 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	46,554.91
923701 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	7,387.84



STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE COUNCIL MEETING OF February 24, 2015

SUBMITTED BY: Donna Conley, City Treasurer *DC*

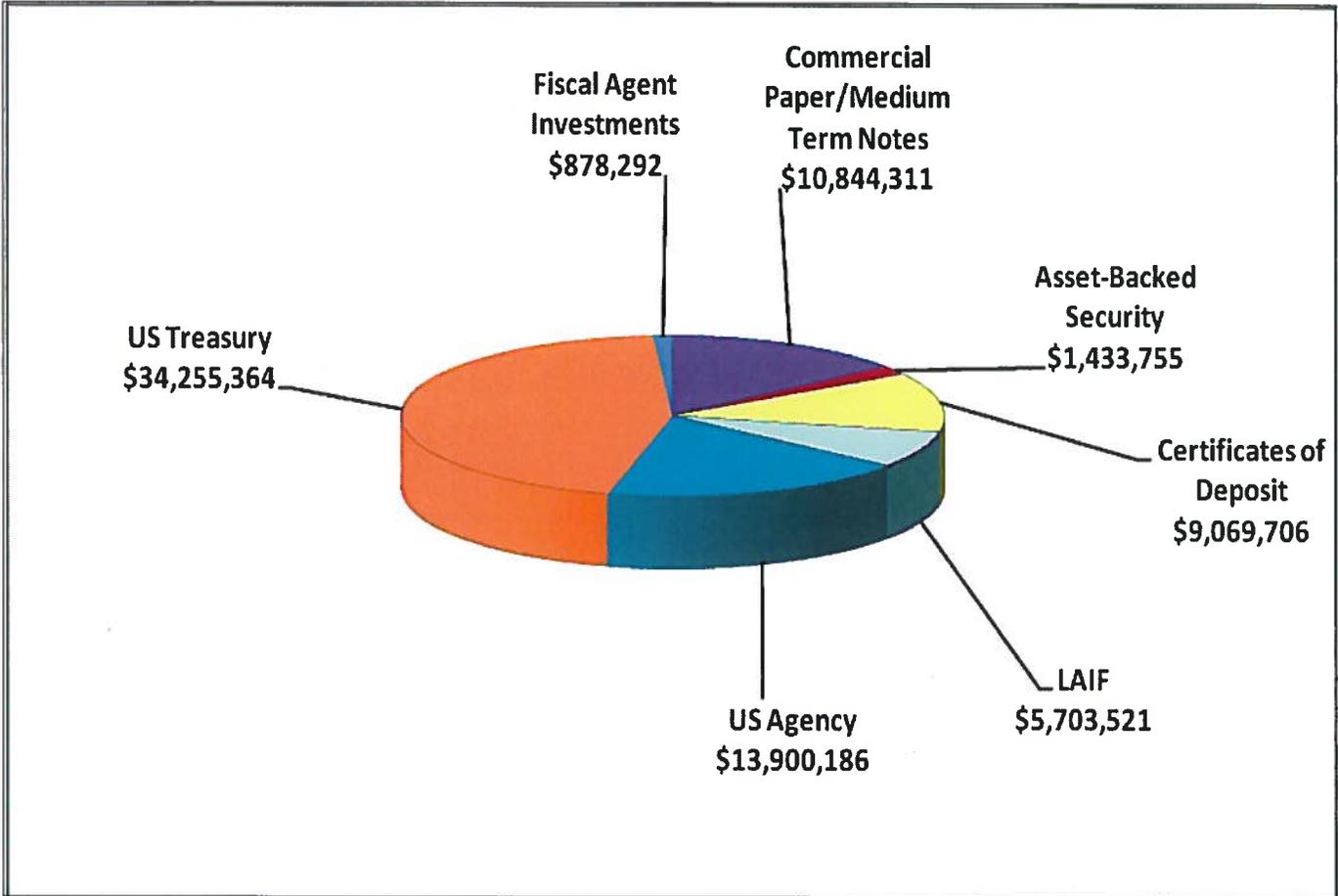
DATE FEBRUARY 18, 2015

SUBJECT: Treasurer's Report – JANUARY 2015

RECOMMENDATION: Review and file.

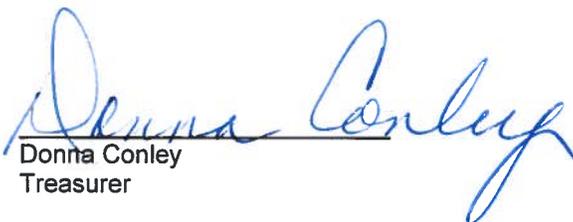
CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS

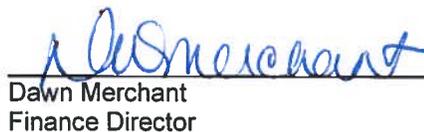
JANUARY 31, 2015



Total of City and Fiscal Agent Investments = \$76,085,135

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


Donna Conley
Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2002 Lease Revenue Bonds	285,592
Antioch Public Financing Authority 1998 Reassessment Revenue Bonds	14,037
Antioch Development Agency 2000 Tax Allocation Bonds	4
Antioch Development Agency 2009 Tax Allocation Bonds	146,069
ABAG Lease Revenue Bonds	<u>432,590</u>
	<u><u>\$878,292</u></u>



For the Month Ending January 31, 2015

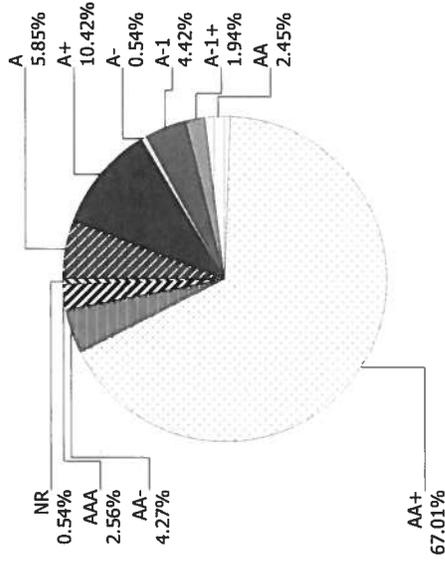
Managed Account Issuer Summary

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Credit Quality (S&P Ratings)

Issuer	Market Value of Holdings	Percent
AMERICAN EXPRESS CO	373,163.50	0.54
AMERICAN HONDA FINANCE	589,032.99	0.85
APPLE INC	1,712,887.70	2.46
BANK OF NEW YORK CO INC	1,068,003.30	1.54
BANK OF NOVA SCOTIA	1,349,812.35	1.94
BERKSHIRE HATHAWAY INC	936,798.30	1.35
CA EARTHQUAKE AUTH TXBL REV BOND	375,637.50	0.54
CA ST DEPT OF WATER REV BONDS	501,070.00	0.72
CATERPILLAR INC	774,297.37	1.11
DEERE & COMPANY	1,067,838.23	1.54
FANNIE MAE	2,832,920.86	4.08
FEDERAL HOME LOAN BANKS	3,174,886.45	4.57
FORD CREDIT AUTO OWNER TRUST	750,028.50	1.08
FREDDIE MAC	4,483,169.36	6.45
GOLDMAN SACHS GROUP INC	1,374,532.50	1.98
HONDA AUTO RECEIVABLES	300,098.70	0.43
HSBC HOLDINGS PLC	567,650.98	0.82
JP MORGAN CHASE & CO	1,655,194.00	2.38
MET WATER DISTRICT OF SOUTHERN CA	225,369.00	0.32
ORANGE COUNTY, CA	874,457.50	1.26
RABOBANK NEDERLAND	1,696,049.20	2.44
SKANDINAVISKA ENSKIDA BANKEN AB	1,701,025.10	2.45
STATE OF CALIFORNIA	1,511,682.50	2.17
TOYOTA MOTOR CORP	727,504.15	1.05
UNITED STATES TREASURY	34,371,394.97	49.44
UNIVERSITY OF CALIFORNIA	365,518.45	0.53
US BANCORP	1,364,125.13	1.96
WAL-MART STORES INC	401,039.60	0.58
WELLS FARGO & COMPANY	1,031,610.23	1.48
WESTPAC BANKING CORP NY	1,351,224.45	1.94
Total	\$69,508,022.87	100.00%



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending January 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note										
US TREASURY NOTES DTD 01/31/2014 0.375% 01/31/2016	912828B41	AA+	Aaa	02/04/14	02/07/14	1,652,126.95	0.31	17.09	1,651,072.57	1,652,964.84
US TREASURY NOTES DTD 05/02/2011 2.000% 04/30/2016	9128280F0	AA+	Aaa	03/27/13	03/28/13	262,441.41	0.38	1,284.53	255,020.43	255,312.50
US TREASURY NOTES DTD 06/02/2014 0.375% 05/31/2016	912828WM8	AA+	Aaa	06/02/14	06/03/14	2,799,562.50	0.38	1,817.31	2,799,708.24	2,803,063.20
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZZ	AA+	Aaa	05/10/13	05/15/13	2,274,507.81	0.41	6,004.42	2,173,577.68	2,176,538.54
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZZ	AA+	Aaa	05/22/13	05/24/13	3,204,783.20	0.44	8,475.14	3,066,365.91	3,072,147.70
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZZ	AA+	Aaa	05/24/13	05/31/13	3,574,570.31	0.53	9,480.66	3,426,269.19	3,436,639.80
US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	AA+	Aaa	02/27/14	03/03/14	2,293,577.93	0.49	9,635.64	2,283,098.01	2,287,650.00
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	AA+	Aaa	10/31/13	11/01/13	2,403,446.48	0.62	3,611.90	2,395,987.07	2,404,191.80
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	AA+	Aaa	11/27/13	12/03/13	3,136,726.56	0.58	4,709.86	3,126,374.83	3,135,025.78
US TREASURY NOTES DTD 01/03/2012 0.875% 12/31/2016	912828RX0	AA+	Aaa	12/05/14	12/09/14	1,706,375.00	0.69	1,314.92	1,705,920.27	1,713,015.20
US TREASURY NOTES DTD 03/31/2012 1.000% 03/31/2017	912828SM3	AA+	Aaa	10/02/14	10/06/14	1,356,591.80	0.80	4,598.90	1,355,738.46	1,363,394.53
US TREASURY NOTES DTD 05/31/2012 0.625% 05/31/2017	912828SY7	AA+	Aaa	06/02/14	06/03/14	1,964,044.92	0.81	2,136.42	1,966,457.57	1,977,622.80
US TREASURY NOTES DTD 07/02/2012 0.750% 06/30/2017	912828TB6	AA+	Aaa	10/30/14	11/03/14	3,846,089.84	0.79	2,552.49	3,846,454.15	3,864,437.50
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	AA+	Aaa	07/01/14	07/07/14	281,047.85	0.96	3.94	281,772.74	284,109.38



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending January 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type / Description	Dated Date / Coupon / Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES	09/30/2010 1.875% 09/30/2017	912828PA2	1,500,000.00	AA+	Aaa	09/02/14	09/04/14	1,537,617.19	1.04	9,581.04	1,532,644.25	1,546,407.00
US TREASURY NOTES	12/31/2012 0.750% 12/31/2017	912828UE8	2,400,000.00	AA+	Aaa	12/01/14	12/03/14	2,388,281.25	0.91	1,591.16	2,388,902.74	2,398,874.40
Security Type Sub-Total			33,860,000.00					34,681,791.00	0.62	66,815.42	34,255,364.11	34,371,394.97
Municipal Bond / Note												
UNIV OF CAL TXBL REV BONDS	10/02/2013 0.528% 05/15/2015	9141ZGSW6	230,000.00	AA	Aa2	09/26/13	10/02/13	230,000.00	0.53	256.37	230,000.00	230,023.00
METRO WTR DIST AUTH, CA TXBL REV BONDS	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	176.81	225,000.00	225,369.00
CA ST DEPT OF WATER TXBL REV BONDS	09/27/2012 0.650% 12/01/2015	13066KX87	500,000.00	AAA	Aa1	09/19/12	09/27/12	500,000.00	0.65	541.67	500,000.00	501,070.00
CA ST TXBL GO BONDS	03/27/2013 1.050% 02/01/2016	13063BN73	550,000.00	A+	Aa3	03/13/13	03/27/13	551,859.00	0.93	2,887.50	550,658.64	553,465.00
ORANGE CNTY, CA TXBL REV PO BONDS	01/13/2015 0.780% 05/02/2016	68428LDJ0	875,000.00	AA-	NR	01/09/15	01/13/15	875,000.00	0.78	341.25	875,000.00	874,457.50
UNIV OF CAL TXBL REV BONDS	10/02/2013 0.907% 05/15/2016	9141ZGSX4	135,000.00	AA	Aa2	09/26/13	10/02/13	135,000.00	0.91	258.50	135,000.00	135,495.45
CA EARTHQUAKE AUTH TXBL REV BONDS	11/06/2014 1.194% 07/01/2016	13017HAC0	225,000.00	NR	A3	10/29/14	11/06/14	225,000.00	1.19	223.88	225,000.00	224,919.00
CA ST TAXABLE GO BONDS	11/05/2013 1.250% 11/01/2016	13063CFD7	950,000.00	A+	Aa3	10/22/13	11/05/13	954,455.50	1.09	2,968.75	952,625.54	958,217.50
CA EARTHQUAKE AUTH TXBL REV BONDS	11/06/2014 1.824% 07/01/2017	13017HAD8	150,000.00	NR	A3	10/29/14	11/06/14	150,000.00	1.82	228.00	150,000.00	150,718.50
Security Type Sub-Total			3,840,000.00					3,846,314.50	0.93	7,882.73	3,843,284.18	3,853,734.95
Federal Agency Bond / Note												



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending January 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note										
FANNIE MAE GLOBAL NOTES DTD 02/15/2013 0.500% 03/30/2016	3135G0VA8	AA+	Aaa	02/14/13	02/15/13	799,088.00	0.54	1,344.44	799,658.40	802,229.60
FREDDIE MAC GLOBAL NOTES DTD 03/07/2013 0.500% 05/13/2016	3137EAD09	AA+	Aaa	03/06/13	03/07/13	239,985.60	0.50	260.00	239,994.10	240,567.12
FNMA NOTES DTD 08/19/2011 1.250% 09/28/2016	3135G0CM3	AA+	Aaa	10/01/13	10/03/13	664,674.35	0.75	2,797.40	660,398.75	663,682.03
FNMA NOTES DTD 08/19/2011 1.250% 09/28/2016	3135G0CM3	AA+	Aaa	10/01/13	10/03/13	984,555.92	0.74	4,142.71	978,122.49	982,857.35
FHLB NOTES DTD 08/07/2014 0.500% 09/28/2016	3130A2T97	AA+	Aaa	08/06/14	08/07/14	1,855,815.00	0.61	3,177.50	1,856,753.95	1,862,016.24
FEDERAL HOME LOAN BANKS (CALLABLE) DTD 03/27/2014 1.625% 03/27/2017	3130A1CR7	AA+	Aaa	04/02/14	04/04/14	1,324,396.90	1.25	7,332.36	1,312,286.75	1,312,870.21
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	AA+	Aaa	08/12/14	08/14/14	1,609,800.36	1.00	134.17	1,609,832.69	1,622,467.84
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	AA+	Aaa	08/12/14	08/14/14	2,599,825.80	1.00	216.67	2,599,855.02	2,620,134.40
Security Type Sub-Total						10,078,141.93	0.87	19,405.25	10,056,902.15	10,106,824.79
Corporate Note										
JPMORGAN CHASE & CO GLOBAL NOTES DTD 10/18/2012 1.100% 10/15/2015	46623EJR1	A	A3	10/15/12	10/18/12	649,733.50	1.11	2,105.28	649,936.34	652,197.00
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	A+	A1	10/18/12	10/25/12	424,562.25	0.73	809.86	424,892.75	426,198.50
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	A+	A1	12/17/12	12/20/12	638,067.20	0.81	1,219.56	639,501.17	641,804.80
WAL-MART STORES INC GLOBAL NOTES DTD 04/11/2013 0.600% 04/11/2016	93114ZDE0	AA	Aa2	04/04/13	04/11/13	399,716.00	0.62	733.33	399,886.31	401,039.60
TOYOTA MOTOR CREDIT CORP DTD 05/17/2013 0.800% 05/17/2016	89236TAL9	AA-	Aa3	05/14/13	05/17/13	724,702.75	0.81	1,192.22	724,870.88	727,504.15



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending January 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	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												
WELLS FARGO & COMPANY DTD 07/29/2013 1.250% 07/20/2016	94974BFL9	1,025,000.00	A+	A2	07/22/13	07/29/13	1,024,016.00	1.28	391.49	1,024,508.84	1,031,610.23	
BERKSHIRE HATHAWAY FIN GLOBAL NOTES DTD 08/15/2013 0.950% 08/15/2016	084664BX8	930,000.00	AA	Aa2	08/06/13	08/15/13	929,507.10	0.97	4,073.92	929,745.39	936,798.30	
AMERICAN HONDA FINANCE GLOBAL NOTES DTD 10/10/2013 1.125% 10/07/2016	02665WAB7	585,000.00	A+	A1	10/03/13	10/10/13	582,964.20	1.24	2,084.06	583,845.37	589,032.99	
JPMORGAN CHASE & CO DTD 02/18/2014 1.350% 02/15/2017	46623EJY6	1,000,000.00	A	A3	02/12/14	02/18/14	999,500.00	1.37	6,225.00	999,656.80	1,002,997.00	
APPLE INC CORP NOTE DTD 05/06/2014 1.050% 05/05/2017	037833AM2	1,700,000.00	AA+	Aa1	04/29/14	05/06/14	1,699,099.00	1.07	4,214.58	1,699,317.76	1,712,887.70	
JOHN DEERE CAPITAL CORP NOTES DTD 06/12/2014 1.125% 06/12/2017	24422ESN0	1,065,000.00	A	A2	06/09/14	06/12/14	1,064,499.45	1.14	1,630.78	1,064,604.21	1,067,838.23	
HSBC USA INC DTD 06/23/2014 1.300% 06/23/2017	40434CAA3	565,000.00	A	A2	06/16/14	06/23/14	564,141.20	1.35	775.31	564,311.85	567,650.98	
CATERPILLAR FINANCIAL SE DTD 08/20/2014 1.250% 08/18/2017	14912L6D8	770,000.00	A	A2	08/13/14	08/20/14	769,615.00	1.27	4,304.51	769,671.47	774,297.37	
AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017	0258M0DR7	370,000.00	A-	A2	09/18/14	09/23/14	369,504.20	1.60	2,039.11	369,561.82	373,163.50	
Security Type Sub-Total		10,850,000.00					10,839,627.85	1.11	31,799.01	10,844,310.96	10,905,020.35	

Security Type/Description	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												
SKANDINAVISKA ENSKILDA BY NY FLOAT CD DTD 01/10/2014 0.576% 01/04/2016	83051HUD6	1,700,000.00	A-1	P-1	01/07/14	01/10/14	1,700,000.00	0.56	679.53	1,700,000.00	1,701,025.10	
WESTPAC BANKING CORP NY LT FLOAT CD DTD 04/17/2014 0.433% 04/15/2016	96121TWF1	1,350,000.00	A-1+	P-1	04/16/14	04/17/14	1,350,000.00	0.41	276.23	1,350,000.00	1,351,224.45	
RABOBANK NEDERLAND NV NY CD DTD 05/13/2014 0.716% 05/06/2016	21684BPV0	1,700,000.00	A+	Aa2	05/09/14	05/13/14	1,700,000.00	0.71	2,874.95	1,700,000.00	1,696,049.20	



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending January 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
Certificate of Deposit												
BANK OF NOVA SCOTIA HOUS CD FLOAT	06/13/2014 0.418% 06/10/2016	06417HMU7	A+	Aa2	06/11/14	06/13/14	1,349,184.60	0.28	829.98	1,349,445.57	1,349,812.35	
GOLDMAN SACHS BANK USA CD	08/19/2014 0.900% 08/12/2016	38147J2L5	A-1	P-1	08/14/14	08/19/14	1,375,000.00	0.90	5,628.08	1,375,000.00	1,374,532.50	
US BANK NA CINCINNATI (CALLABLE) CD	09/11/2014 1.375% 09/11/2017	90333VPF1	AA-	Aa3	09/09/14	09/11/14	1,372,786.25	1.41	7,352.43	1,373,075.08	1,364,125.13	
Security Type Sub-Total							8,846,970.85	0.71	17,641.20	8,847,520.65	8,836,768.73	
Asset-Backed Security / Collateralized Mortgage Obligation:												
HONDA ABS 2015-1 A2	01/28/2015 0.700% 06/15/2017	43814KAB7	AAA	Aaa	01/21/15	01/28/15	299,984.34	0.70	17.50	299,984.36	300,098.70	
FORD ABS 2014-C A2	11/25/2014 0.610% 08/15/2017	34530PAC6	AAA	NR	11/18/14	11/25/14	749,974.80	0.61	203.33	749,976.73	750,028.50	
FANNIEMAE-ACES 2015-M1 ASQ2	01/15/2015 1.626% 02/01/2018	3136AMKW8	AA+	Aaa	01/15/15	01/30/15	383,797.15	1.26	274.61	383,793.63	384,151.88	
Security Type Sub-Total							1,433,756.29	0.80	495.44	1,433,754.72	1,434,279.08	
Managed Account Sub-Total							69,726,602.42	0.76	144,039.05	69,281,136.77	69,508,022.87	
Securities Sub-Total							\$69,726,602.42	0.76%	\$144,039.05	\$69,281,136.77	\$69,508,022.87	
Accrued Interest											\$144,039.05	
Total Investments											\$69,652,061.92	



PFM Asset Management LLC



For the Month Ending January 31, 2015

Managed Account Security Transactions & Interest

CITY OF ANTIOCH, CA - 04380500

Transaction Type Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY									
01/09/15	01/13/15 ORANGE CNTY, CA TXBL REV PO BONDS	68428LDJ0	875,000.00	(875,000.00)	0.00	(875,000.00)			
01/15/15	01/13/2015 0.780% 05/02/2016 FANNIEMAE-ACES 2015-M1 ASQ2	3136AMKW8	380,000.00	(383,797.15)	(497.74)	(384,294.89)			
01/21/15	01/15/2015 1.626% 02/01/2018 HONDA ABS 2015-1 A2	43814KAB7	300,000.00	(299,984.34)	0.00	(299,984.34)			
	DTD 01/28/2015 0.700% 06/15/2017								
Transaction Type Sub-Total			1,555,000.00	(1,558,781.49)	(497.74)	(1,559,279.23)			
INTEREST									
01/01/15	01/01/15 METRO WTR DIST AUTH, CA TXBL REV BONDS	59266TH07	225,000.00	0.00	1,060.88	1,060.88			
01/01/15	01/01/15 DTD 06/28/2012 0.943% 07/01/2015 CA EARTHQUAKE AUTH TXBL REV BONDS	13017HAD8	150,000.00	0.00	418.00	418.00			
01/01/15	01/01/15 DTD 11/06/2014 1.824% 07/01/2017 CA EARTHQUAKE AUTH TXBL REV BONDS	13017HAC0	225,000.00	0.00	410.44	410.44			
01/05/15	01/05/15 DTD 11/06/2014 1.194% 07/01/2016 SKANDINAVISKA ENSKILDA BY NY FLOAT CD	83051HUD6	1,700,000.00	0.00	2,368.63	2,368.63			
01/15/15	01/15/15 DTD 01/10/2014 0.576% 01/04/2016 WESTPAC BANKING CORP NY LT FLOAT CD	9612ITWF1	1,350,000.00	0.00	1,416.57	1,416.57			
01/15/15	01/15/15 DTD 04/17/2014 0.433% 04/15/2016 FORD ABS 2014-C A2	34530PAC6	750,000.00	0.00	381.25	381.25			
01/20/15	01/20/15 DTD 11/25/2014 0.610% 08/15/2017 WELLS FARGO & COMPANY	94974BFL9	1,025,000.00	0.00	6,406.25	6,406.25			
01/28/15	01/28/15 DTD 07/29/2013 1.250% 07/20/2016 FREDDIE MAC GLOBAL NOTES	3137EADJ5	2,600,000.00	0.00	13,000.00	13,000.00			
01/28/15	01/28/15 DTD 06/25/2012 1.000% 07/28/2017 FREDDIE MAC GLOBAL NOTES	3137EADJ5	1,610,000.00	0.00	8,050.00	8,050.00			



PFM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending January 31, 2015

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	01/31/15	01/31/15	US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	285,000.00	0.00	712.50	712.50			
	01/31/15	01/31/15	US TREASURY NOTES DTD 01/31/2014 0.375% 01/31/2016	912828B41	1,650,000.00	0.00	3,093.75	3,093.75			
Transaction Type Sub-Total					11,570,000.00	0.00	37,318.27	37,318.27			
SELL											
	01/09/15	01/13/15	US TREASURY NOTES DTD 05/02/2011 2.000% 04/30/2016	912828OF0	700,000.00	714,929.69	2,861.88	717,791.57	(19,906.24)	280.33	SPEC LOT
	01/26/15	01/28/15	US TREASURY NOTES DTD 01/31/2014 0.375% 01/31/2016	912828B41	275,000.00	275,547.85	507.22	276,055.07	193.36	367.14	SPEC LOT
	01/29/15	01/30/15	APPLE INC GLOBAL NOTES DTD 05/03/2013 0.450% 05/03/2016	037833AH3	380,000.00	380,380.00	413.25	380,793.25	1,067.80	669.74	SPEC LOT
Transaction Type Sub-Total					1,355,000.00	1,370,857.54	3,782.35	1,374,639.89	(18,645.08)	1,317.21	
Managed Account Sub-Total						(187,923.95)	40,602.88	(147,321.07)	(18,645.08)	1,317.21	
Total Security Transactions						(187,923.95)	\$40,602.88	(\$147,321.07)	(\$18,645.08)	\$1,317.21	





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Lynn Tracy Nerland, City Attorney *LTN*
SUBJECT: Rejection of Claim: Michael Derrick Stanford

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by Michael Derrick Stanford that was received on January 15, 2015.

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynn Tracy Nerland, City Attorney *LTN*

SUBJECT: Ordinance Establishing Zoning Regulations for Tobacco and Paraphernalia Retailers

RECOMMENDED ACTION

It is recommended that the City Council adopt the Ordinance amend title 9 of the Antioch Municipal Code to define and establish zoning regulations for Tobacco and Paraphernalia Retailers.

STRATEGIC PURPOSE

This action implements several Strategic Plan Long Term Goals and Strategies including:

Long Term Goal G: Planning, Entitlements and Permitting. This action establishes appropriate location criteria and entitlement requirements for Tobacco and Paraphernalia Retailers.

Long Term Goal A: Crime Reduction. Appropriate location and conditional permits for Tobacco and Paraphernalia Retailers will address community crime impacts discussed in the attached moratorium staff reports (Attachment "C").

Strategy L-4: Implement City Council policies and direction. The recommended action implements the City Council's direction to study this matter and propose appropriate land use regulations.

FISCAL IMPACT

There is no direct fiscal impact with the adoption of the proposed ordinance.

If the proposed ordinance is adopted, Tobacco and Paraphernalia Retailers will no longer be able to locate in zones which are generally located closer to and intended to serve residential neighborhoods; therefore, there may be negative sales tax and property tax impacts related to the revised location criteria. However, the City Council previously found that the negative impacts from such businesses outweighed any potential loss of revenue to the City. Additionally, the proposed ordinance is also expected to lessen impacts to limited Police resources.

DISCUSSION

No options are presented because the recommended action to adopt the Ordinance is consistent with the City Council's action on February 10, 2015 to introduce the Ordinance as presented in the staff report.

As directed by the City Council, a subsequent ordinance will be prepared to address a numerical cap on the number of Tobacco Retailers in the City with such cap decreasing as businesses close.

ATTACHMENTS

A. Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH DEFINING AND ESTABLISHING ZONING REGULATIONS FOR TOBACCO AND PARAPHERNALIA RETAILERS

SECTION 1. Findings. The Antioch City Council hereby finds, determines and declares as follows:

A. The City of Antioch holds the right to make and enforce all laws and regulations not in conflict with general laws, and the City holds all rights and powers established by state law.

B. On April 22, 2014, the City Council adopted Ordinance No. 2086-C-S extending a moratorium on Tobacco and Paraphernalia Retailers pursuant to findings regarding a current and immediate threat to the public health, safety and welfare from the effects and impacts of Tobacco and Paraphernalia Retailers, including but not limited to incidents involving burglary and attempted burglary, armed robbery, fights and disturbances including those involving juveniles, petty theft, assault, threats, loitering, panhandling, harassment, stolen vehicles, and passing counterfeit bills. The findings in Ordinance No. 2086-C-S are incorporated into this ordinance.

C. The Planning Commission conducted a duly noticed public hearing on February 4, 2015 at which time a resolution was approved to initiate and recommend to the City Council that this ordinance be adopted. The City Council held a duly noticed public hearing on February 10, 2015 at which time all interested persons were allowed to address the Council regarding adoption of this ordinance.

D. The City Council finds that the public necessity requires the proposed zoning ordinance amendments to allow Tobacco and Paraphernalia Retailers only in the Commercial C-3 zoning district and to impose requirements regarding over-concentration and distance from sensitive uses to avoid the detrimental impacts from the use described above; said amendments are not detrimental to properties within Antioch, and that the proposed zoning ordinance amendment is in conformance with the Antioch General Plan.

SECTION 2. Section 9-5.203 of the Antioch Municipal Code is hereby amended to add the following definitions, alphabetically listed, with no other amendments to this Section:

ELECTRONIC SMOKING DEVICE "Electronic Smoking Device" means an electronic device which can be used to deliver an inhaled dose of nicotine, or other substances (vaping), including any component, part, or accessory of such a device, whether or not sold separately. "Electronic Smoking Device" includes any such electronic smoking device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

TOBACCO PRODUCT "Tobacco Product" means:

- (a) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; and
- (b) Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, cigar, pipe, or hookah.
- (c) Notwithstanding any provision of subsections (a) and (b) to the contrary, "tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

TOBACCO AND PARAPHERNALIA RETAILER shall mean any establishment that sells any Tobacco Products, Electronic Smoking Devices or Paraphernalia as defined in this ordinance. Retail businesses larger than 5,000 s.f. having less than 5% of their sales area devoted to tobacco products, electronic smoking devices, or paraphernalia are exempt from this definition.

PARAPHERNALIA shall have the definition set forth in California Health & Safety Code section 11014.5, as that section may be amended from time to time.

SECTION 3. Section 9-5.3803 Table of Land Use Regulations is hereby amended to add the following to require a Use Permit for Tobacco and Paraphernalia Retailers in the C-3 zone (Regional Commercial) and to not permit the use in other zoning districts, with no other amendments to this section:

	R	R-	R																
	E	4	-																
	R	R- 1	R-	PB	C	C-	C-	C-	M	W	O	M-	M-	RT	RTR-	RTR-			
	R	6	0	20	C	-0	1	2	3	CR	F	S	1	2	HC	10	20		
Tobacco & Paraphernalia Retailers (§9-5.3843)	--	--	--	--	--	--	--	--	U	--	--	--	--	--	--	--	--	--	--

SECTION 4. Section 9-5.3843 is hereby added as follows:

9-5.3843 TOBACCO AND PARAPHERNALIA RETAILER BUSINESSES

(A) In addition to requiring a Use Permit in the C-3 zone the following locational criteria shall apply:

- (1) The primary customer access point must be located on and fronting an arterial street as defined in the General Plan.
- (2) No Tobacco and Paraphernalia Retailer Business shall be operated within a radius of 500 feet from any other Tobacco and Paraphernalia Retailer Business; any school, public park, playground, recreational center, day care center, or other similar use; any computer gaming and internet access business; any on- or off-sale liquor establishment excluding those exempted in 9-5.3831(B); or any card room.

(B) Tobacco and Paraphernalia Retailer Business are also required to comply with Title 5, Chapter 16 and Title 6, Chapter 8 of the Municipal Code regulating paraphernalia display and smoking and manner of tobacco sales respectively. Requirements of these sections shall be a condition of the Use Permit.

SECTION 5. CEQA.

This Ordinance is subject to the CEQA exemption contained in CEQA Guideline section 15061 (b) (3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 6. Publication; Effective Date.

This Ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

SECTION 7. Severability.

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

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on February 10, 2015 and passed and adopted at a regular meeting thereof, held on the . day of _____, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Wade Harper, Mayor of the City of Antioch

Arne Simonsen, City Clerk of the City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Lynn Tracy Nerland, City Attorney *LTN*
SUBJECT: Ordinance to Address Bingo Operations and Zoning

RECOMMENDED ACTION

It is recommended that the City Council adopt the Ordinances:

1. Amending Chapter 15 to Title 5 of the Antioch Municipal Code in its entirety to establish regulations for the operation of bingo games (Attachment A); and
2. Adding Section 9-5.3838 to the Antioch Municipal Code to establish zoning regulations for the operation of bingo games (Attachment B).

STRATEGIC PURPOSE

This action addresses the following goals in the Citywide Strategic Plan:

Long Term Goal A: Crime Reduction. Appropriate location and operational requirements for Bingo uses will address community crime impacts discussed in the attached moratorium ordinance and staff reports (Attachments C and D).

Long Term Goal G: Planning, Entitlements and Permitting. These actions establish appropriate requirements for location and entitlement for Bingo operations.

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

Strategy L-4: Implement City Council policies and direction. The recommended actions implement the City Council's direction to study this matter and propose appropriate land use regulations.

Long Term Goal M: Legal Services Strategy M-1: Effectively and efficiently provide legal services in support of the City's policies, procedures and initiatives.

FISCAL IMPACT

Other than the costs to prepare the Ordinances, it is not expected that these Ordinances regarding bingo operations will have a direct fiscal impact on the City since bona fide non-profits would be supported. However, if bingo operations are not appropriately regulated, there can be impacts to the community requiring police resources. This is particularly true with the sole use, possibly 24/7 bingo hall operations that raised more of the specter of large-scale gambling operations not unlike those recently addressed by the City with computer gaming at so-called "internet café's".

DISCUSSION

No options are presented because the recommended action to adopt the Ordinance is consistent with the City Council's action on February 10, 2015 to introduce the Ordinances as presented in the staff report.

As directed by the City Council, a subsequent ordinance will be prepared to address an administrative permit process to allow Eligible Organizations (certain nonprofits) to conduct bingo games more than two days per calendar week and more than one annual 3-day event, as set forth in Section 5-15.12.

ATTACHMENTS

- A. Proposed Regulatory Ordinance
- B. Proposed Zoning Ordinance

ORDINANCE NO.**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING CHAPTER 15 OF TITLE 5 OF THE ANTIOCH MUNICIPAL CODE
REGARDING BINGO GAMES**

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

SECTION 1. The Antioch City Council hereby finds, determines and declares as follows:

A. The City of Antioch may make and enforce all laws and regulations not in conflict with the general laws, and the City holds all rights and powers established by state law.

B. On July 22, 2014, pursuant to Government Code sections 65858, the City Council adopted Ordinance No. 2091-C-S to establish a 45-day moratorium on the issuance of any new permit, license or other approvals for new or expanded bingo games or operations within the City, which was extended on August 26, 2014, pursuant to Ordinance No. 2093-C-S.

C. The City of Antioch is aware that other cities, including Pleasant Hill, Concord and Fairfield, have experienced land use impacts and/or criminal activity associated with bingo halls and/or bingo operations, including incidents involving assaults, theft, prostitution, loan-sharking and drug dealing. These impacts are set forth in more detail in the staff report and attachments provided to the City Council at the July 22, 2014 and August 26, 2014 meetings (<http://www.ci.antioch.ca.us/CityGov/agendas/default.asp>). These impacts have particularly occurred at facilities that appear only to exist for the purpose of running continual bingo games, as distinguished from occasional bingo games operated as an ancillary or occasional use at an established non-profit location.

D. Under the California Constitution and Penal Code, bingo games are illegal lotteries unless conducted in strict conformance with the detailed requirements in the Penal Code.

E. Based on the foregoing, the City finds that this Ordinance is necessary in order to protect the City from the potential effects and impacts of bingo halls and/or bingo operations in the City, potential increases in crime, impacts on parking availability in the business areas of the City, the aesthetic impacts to the City, and other similar or related effects on property values and the quality of life in the City's neighborhoods.

SECTION 2. Chapter 15 of Title 5 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

Chapter 15 BINGO GAMES

Sections:

- 5-15.01 Bingo defined.
- 5-15.02 Eligible organizations.
- 5-15.03 Maximum amount of prize.
- 5-15.04 Profits to be kept in separate fund or account.
- 5-15.05 Financial interest in operator.
- 5-15.06 Exclusive operation by permittee.
- 5-15.07 Open to public.
- 5-15.08 Attendance limited to occupancy capacity.
- 5-15.09 Game only on permittee's property.
- 5-15.10 Minors not to participate.
- 5-15.11 Intoxicated persons not to participate.
- 5-15.12 Days and hours of operation.
- 5-15.13 Participant must be present.
- 5-15.14 Remote Caller Bingo Prohibited
- 5-15.15 No other Card Room or Computer Gaming Operations
- 5-15.16 Conduct of Bingo Game in Violation of Law; Suspension
- 5-15.17 Public nuisance—Abatement.
- 5-15.18 Violation—Penalty.

5-15.01 Bingo defined.

For the purpose of this chapter, "bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols on a card that conforms to numbers or symbols selected at random. The game of bingo shall include cards having numbers or symbols that are concealed and preprinted in a manner providing for distribution of prizes. The winning cards shall not be known prior to the game by any person participating in the playing or operation of the bingo game.

5-15.02 Eligible organizations.

Organizations that are exempt from the payment of the bank and corporation tax pursuant to sections 23701(a), 23701(b), 23701(d), 23701(e), 23701(f), 23701(g), 23701(k), 23701(w) or 23701(1) of the Revenue and Taxation Code and mobile home park associations, senior citizen organizations and charitable organizations affiliated with a school district, and who meet the other qualifications set forth in this chapter are eligible to conduct bingo games in the city pursuant to the provisions of Section 326.5 of the California Penal Code and the provisions of this chapter ("Eligible Organization").

5-15.03 Maximum amount of prize.

The total value of prizes awarded during the conduct of any bingo games shall not exceed five hundred dollars (\$500.00) in cash or kind, or both, for each separate game which is held.

5-15.04 Profits shall be kept in a separate fund or account.

All profits derived from a bingo game shall be kept and used in the manner prescribed by Section 326.5 of the Penal Code and shall principally be expended for charitable purposes within the City. The Eligible Organization shall keep full and accurate records of the income received and expenses disbursed in connection with its operation, conduct, promotion, supervision and all other phases of bingo games authorized by this chapter. The City, by and through its authorized officers, shall have the right to examine and audit such records at any reasonable time and the Eligible Organization or any operator of a bingo game shall fully cooperate with the City by making such records available.

5-15.05 Financial interest in operator.

No individual, corporation, partnership or other legal entity except the Eligible Organization that is operating the bingo game shall hold any financial interest in the conduct of any bingo game.

5-15.06 Exclusive operation.

A bingo game shall be operated, conducted and staffed only by members of the Eligible Organization operating the bingo game. Such members shall not receive a profit, wage, salary or income of any kind from any bingo game. The Eligible Organization may, however, employ security personnel to provide security services at bingo games and pay for such personnel from game proceeds. Only the Eligible Organization shall operate such game and participate in the promotion, supervision or any other phase of such game.

5-15.07 Open to public.

All bingo games shall be open to the public, not just to the members of the Eligible Organization operating the bingo games.

5-15.08 Attendance limited to occupancy capacity.

Notwithstanding that bingo games are open to the public, attendance at any bingo game shall be limited to the occupancy capacity of the room in which such game is conducted as determined by the Contra Costa Fire District and building department of the City. An Eligible Organization operating a bingo game shall not reserve seats or space for any person, nor allow any other person or player to reserve seats or a space for any person.

5-15.09 Game only on operator's property.

An Eligible Organization operating a bingo game shall conduct the bingo game only on property that it owns or leases, or on property whose use is donated to the organization and the property is used by the organization for an office or for performance of the purposes for which the organization is organized. Nothing in this section shall be construed to require that the property owned or leased by or donated to the organization be used or leased exclusively by such organization.

5-15.10 Minors not to participate.

No person under the age of eighteen (18) years shall be allowed to participate in any bingo game.

5-15.11 Intoxicated persons not to participate.

No person who is obviously intoxicated shall be allowed to participate in a bingo game.

5-15.12 Days and hours of operation.

A. Each Eligible Organization may conduct bingo games no more than: two days per calendar week; and for one annual event conducted for not more than a three (3) consecutive day period.

B. No location shall have bingo games more than: two days per calendar week; and for one annual event conducted for not more than a three (3) consecutive day period.

C. No bingo game shall be conducted before nine a.m. or after eleven p.m., nor longer than a four (4) consecutive hour period.

5-15.13 Participant must be present.

No person shall be allowed to participate in a bingo game unless the person is physically present at the time and place during which the bingo game is being conducted.

5-15.14 Remote Caller Bingo Prohibited.

Remoter caller bingo, as defined in Penal Code section 326.3, or any other bingo game substantially similar to remote caller bingo as defined in the Penal Code (as determined by the Chief of Police in his or her reasonable discretion) is expressly prohibited in the city.

5-15.15 No other Card Room or Computer Gaming Operations.

No location where bingo games are conducted shall also have Card Room operation or Computer Gaming and Internet Access Business operation, as defined in the Municipal Code. No Eligible Organization conducting a bingo game shall also conduct or be involved in the operation of a Card Room Card or Computer Gaming and Internet Access Business, as defined in the Municipal Code.

5-15.16 Conduct of Bingo Game in Violation of Law; Suspension.

A. In addition to any other remedies or penalty provided by law, if the Chief of Police or designee finds that a bingo game is being conducted in violation of any applicable law, including without limitation, the provisions of this chapter, the Chief of Police shall have the authority to order the operator to immediately cease and desist any further operation of any bingo game.

B. The Chief of Police shall give notice to the operator of the bingo game and property owner of the violation and issue an order of suspension ("order"). The order shall state the effective date of such suspension together with a statement of reasons for the suspension. The operator or owner shall have ten (10) calendar days from the date of service of the order within which to file an appeal of the Chief of Police's decision to the City Manager. The decision of the City Manager shall be final. If for any reason the operator or owner fails to file a timely appeal, the order shall be deemed, for all purposes, to be an order of revocation and shall be final and conclusive subject only to judicial review.

5-15.17 Public nuisance—Abatement.

Any person who conducts a bingo game in the city in violation of State law or this Chapter, shall, in addition to any other penalty or remedies for such conduct, be deemed to be conducting a public nuisance on the property where the same is located. The conduct of such a game shall be deemed for all purposes to be a continuing public nuisance and shall be subject to abatement, administrative citations or other remedies pursuant to the Municipal Code. City may elect to file a civil action to abate such a public nuisance and if the court determines that a public nuisance exists, the City shall be awarded its attorneys' fees and other costs incurred with reference to such civil action. Contemporaneously with such a civil action, criminal proceedings may also be filed against the person or persons conducting bingo games without there being a valid permit in effect.

5-15.18 Violation—Penalty.

Any person operating or conducting a bingo game in violation of the Chapter shall be deemed guilty of a misdemeanor.

SECTION 3. CEQA. This ordinance is not a project within the meaning of Section 15378 of the State CEQA (California Environmental Quality Act) Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guideline section 16061 (b) (3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

SECTION 6. Publication; Certification. The City Clerk shall certify to the adoption of this Ordinance and cause same to be published in accordance with State law.

* * * * *

I HEREBY CERTIFY that the foregoing Ordinance was introduced on February 10, 2015 and adopted at a regular meeting of the City Council of the City of Antioch on _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ESTABLISHING ZONING REGULATIONS FOR BINGO OPERATIONS**

SECTION 1. Findings. The Antioch City Council hereby finds, determines and declares as follows:

A. The City of Antioch holds the right to make and enforce all laws and regulations not in conflict with general laws, and the City holds all rights and powers established by state law.

B. On July 22, 2014, pursuant to Ordinance No. 2091-C-S, the City Council adopted an interim urgency zoning ordinance prohibiting the issuance of permits, licenses or approvals for construction, establishment or operation of any new bingo halls or bingo operations, or the expansion of current bingo operations, which was extended by the City Council on August 26, 2014 pursuant to Ordinance No. 2093-C-S, pursuant to findings regarding a current and immediate threat to the public health, safety and welfare from the effects and impacts of bingo games and particularly proposed stand-alone, continually operating bingo halls that were not proposed to be ancillary to existing religious assembly or other nonprofit uses that could lead to an increase in crime (including robbery, illegal drug use and sales, burglary, assaults, loan sharking and prostitution); increase in juvenile truancy; decreased parking availability due to the extended time that patrons of these uses stay at the location; and other similar effects on property values and the quality of life in Antioch. The findings in Ordinance No. 2091-C-S and Ordinance No. 2093-C-S are incorporated into this ordinance.

C. The Planning Commission conducted a duly noticed public hearing on February 4, 2015 at which time a resolution was approved to initiate and recommend to the City Council that this ordinance be adopted. The City Council held a duly noticed public hearing on February 10, 2015, at which all interested persons were allowed to address the Council regarding adoption of this ordinance.

D. The City Council finds that the public necessity requires the proposed zoning ordinance amendments to allow bingo games only in non-residential zones and only in residential zones at religious assemblies and schools pursuant to Antioch Municipal Code section 9-5.3844.

E. This proposed ordinance is not detrimental to properties within Antioch and in conformance with the Antioch General Plan.

SECTION 2. Section 9-5.3844 is added to the Antioch Municipal Code:

§ 9-5.3844 BINGO OPERATIONS

A. Bingo games may generally be conducted in any non-residential zone if the requirements of subsection (C) below are met.

B. Bingo games may not be conducted in a residential zone in the city, except in religious assemblies and schools within residentially zoned districts under the authority of section 9-5.3832 of this code and if the requirements in subsection (C) below are met.

C. Bingo games or operations must meet the following criteria to be allowed:

- (1) the bingo use is ancillary to a validly-existing nonprofit religious assembly or other nonprofit organization;
- (2) is located on property that the nonprofit religious assembly or nonprofit organization owns or leases, or on property whose use is donated to the nonprofit organization and the property is used by the organization for an office or for the performance of the purposes for which the organization is organized and the nonprofit use is otherwise in conformance with this zoning code;
- (3) the building in which the bingo games will be conducted is in full compliance with the state building code, as set forth in section 8-1.01 of this code; and
- (4) the bingo operations conform with state law and Chapter 15 of Title 5 of the Antioch Municipal Code, as they may be amended.

SECTION 3. CEQA.

This Ordinance is subject to the CEQA exemption contained in CEQA Guideline section 15061 (b) (3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 4. Publication; Effective Date.

This Ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

SECTION 5. Severability.

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

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on February 10, 2015 ___ and passed and adopted at a regular meeting thereof, held on the ____ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Phil Hoffmeister, Administrative Analyst II *PH*

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

SUBJECT: Street Lighting and Landscaping Maintenance District Engineer's Report for FY 2015/2016

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached resolution instructing the City Engineer to prepare an Engineer's Report for FY 2015/2016 Lighting and Landscape District assessments.

STRATEGIC PURPOSE

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

FISCAL IMPACT

By itself, this action has no impact on the City's finances; however, if the Council were to decline to adopt the resolution and to abandon the landscaping assessments, impacts on the City's General Fund would be substantial.

DISCUSSION

The annual Street Lighting and Landscaping Maintenance District proceedings begin with direction from City Council to prepare the Engineer's Report for the coming fiscal year. The attached resolution accomplishes this, but makes no decisions about any matters; it merely instructs the Engineer to prepare a report for future consideration.

ATTACHMENT

A: Resolution Directing Preparation of Engineer's Report

ATTACHMENT "A"

RESOLUTION NO. 2015/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH DIRECTING
ENGINEER OF WORK TO PREPARE CONSOLIDATED REPORT FOR THE
ANNUAL LEVY OF ASSESSMENTS FOR LANDSCAPING DISTRICTS**

WHEREAS, Streets and Highways Code §22622 requires the City Council to adopt a resolution describing any proposed new improvements or substantial changes in existing improvements in the various landscaping maintenance districts, and to order the Engineer of work to prepare a report pursuant to the Act; and

WHEREAS, there are no significant improvements or substantial changes, other than projects already approved in the City's budget documents or that are scheduled to be accepted from new developments; and

WHEREAS, in November of 1996, California's voters adopted Proposition 218, which will affect certain matters involving the upcoming Engineer's report.

NOW, THEREFORE, BE IT RESOLVED that the City Council determines that, for the levy of annual assessments of all the landscaping districts, there are no proposed new improvements or substantial changes in existing improvements, other than maintenance of new facilities accepted by the City since the last Engineer's Report or installed through the normal City budget process, and other than those already described in the formation of the districts.

BE IT FURTHER RESOLVED that the Engineer shall prepare and file a consolidated report for all the landscaping districts pursuant to Article 4 (commencing with §22565) of the Streets and Highways Code and the requirements of Proposition 218.

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 February, 2014, by the following vote:

AYES:

NOES:

ABSENT:

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



**STAFF REPORT TO THE SUCCESSOR AGENCY TO THE
ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF
ANTIOCH**

DATE: February 24th, 2015

TO: Members of the Successor Agency to the Antioch Development Agency of the City of Antioch

SUBMITTED BY: Lizeht Zepeda, Economic Development Program Manager 

APPROVED BY: Steve Duran, City Manager 

SUBJECT: Successor Agency to the Antioch Development Agency
Dissolution Process: Consulting Services Agreement

RECOMMENDED ACTION

It is recommended that the Successor Agency to the Antioch Development Agency authorize the City Manager as Executive Director to the Successor Agency to enter into an agreement with Municipal Resource Group LLC (MRG) for consulting services related to the Antioch Development Agency dissolution process for the period of February 24, 2015 through July 31, 2016 for an amount not to exceed \$50,000.

STRATEGIC PURPOSE

This item supports the completion of Strategy H-1 in the Strategic Management Plan by winding down operations of the former Antioch Redevelopment Agency. This includes completing a Long Range Property Management Plan (LRPMP) and receiving a Finding of Completion from the State. The objective of the Successor Agency is to wind down and abide by California State law AB 1X26 that officially dissolved all redevelopment agencies.

FISCAL IMPACT

The contract will be paid for out of the Successor Agency Redevelopment Obligation Retirement Fund budget.

DISCUSSION

On February 1, 2012 all redevelopment agencies in California were dissolved by the California Supreme Court's decision to uphold AB 1X 26. The City of Antioch elected to become the Successor Agency to the Antioch Development Agency (Agency). The Agency is tasked with winding down all former redevelopment operations. In order to fulfill the State's requirements, the Successor Agency must complete a LRPMP, which

is then approved by the California Department of Finance, and receive a Finding of Completion. The Agency needs the specialized and experienced consulting services of MRG.

MRG will provide consulting services in the dissolution process of Agency activity. Alan Wolken will be the primary consultant due to his experience and knowledge of AB 1X 26, AB 1484, and experience with the winding down process of Agency procedures as MRG has already been providing consulting services to the Agency.

The proposed scope of work includes: completion of the LRPMP preparation and submittal; and receiving a Finding of Completion from the State, and correspondence during any Department of Finance (DOF) dispute resolution processes. Consultant will maintain all ongoing correspondence with DOF, the State Controller's Office, and County Auditor Controllers staff as required.

In order to comply with AB 1X 26 and AB 1484, staff recommends that the City Council authorize the City Manager to approve the proposed contract to allow MRG to continue to provide critical support for the winding down operations of the Agency.

ATTACHMENTS

A. Consultant Service Agreement

ATTACHMENT A

**CONSULTING SERVICES AGREEMENT BETWEEN
THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE AGENCY OF
ANTIOCH AND
Municipal Resources Group (MRG)**

THIS AGREEMENT for consulting services is made by and between the Successor Agency to the Antioch Development Agency ("Agency") and Municipal Resources Group LLC (MRG) ("Consultant") as of February 24, 2015.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to Agency the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on July 31, 2016, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the Agency' right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of Agency. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from Agency of such desire of Agency, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. Agency hereby agree to pay Consultant a sum not to exceed \$50,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the

ATTACHMENT A

Agreement shall prevail. Agency shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from Agency to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by Agency, Consultant shall not bill Agency for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

2.2.1 Agency shall make incremental payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

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

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement,

ATTACHMENT A

unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule: \$130 per hour

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed none (\$ 0). Expenses not listed below are not chargeable to Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:
none

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. Agency shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to Agency of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the Agency. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to Agency. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the Agency in writing:

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4.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the Agency. Limits for such coverage shall be no less than \$5,000,000.

4.2. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.3. Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4.4. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultants' profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

4.5.1 *Additional Insured Status.* The Agency and City of Antioch, their officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

4.5.2 *Primary Coverage.* For any claims related to this contract, the Consultant's 's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

ATTACHMENT A

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the Agency. The Agency may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.5.6.3 If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

4.6. Certificate of Insurance and Endorsements. Consultant shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

4.9 Special Risks or Circumstances. Agency reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

4.10 Remedies. In addition to any other remedies Agency may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Agency may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Agency may have and are not the exclusive remedy for Consultant's breach:

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- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

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

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

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

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

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Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise Agency shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to Agency that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or

ATTACHMENT A

disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

- 7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 **Extension.** Agency may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if Agency grants such an extension, Agency shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, Agency shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** Agency and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized

ATTACHMENT A

personal knowledge. Moreover, a substantial inducement to Agency for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, Agency's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the Agency may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Agency and are not necessarily suitable for any future or other use.
- 9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of Agency, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential.

ATTACHMENT A

Consultant shall not use the Agency's or City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the Agency.

- 9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property.** The Agency shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to Agency a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

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

ATTACHMENT A

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

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

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

- 10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Agency Executive Director Steve Duran ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
Municipal Resources Group LLC

ATTACHMENT A

675 Hartz Avenue, Suite 300
Danville, CA 94526
Attn: Tom Sinclair

Any written notice to Agency shall be sent to:

Agency Executive Director
Successor Agency of Antioch Development Agency
c/o City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

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

AGENCY:

CONSULTANT:

Successor Agency to the Antioch
Development Agency

Municipal Resources Group LLC (MRG)

Steven Duran, Agency Manager

By: _____

Name: _____

Title: _____

Attest:

Arne Simonsen, Agency Clerk of Agency of Antioch

By: _____

Name: _____

Title: _____

Approved as to Form:

Lynn Tracy Nerland, Agency Attorney

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

ATTACHMENT A

Exhibit A

The consultant shall provide services to assist the City with dissolution of the Antioch Development Agency, mandated by state law including:

The proposed scope of work includes: completion of the Long Range Property Management Plan (LRPMP) preparation and submittal; and receiving a Finding of Completion from the State, and correspondence during any Department of Finance (DOF) dispute resolution processes. Consultant will all maintain ongoing correspondence with DOF, the State Controller's Office, and County Auditor Controllers staff as required.

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIODS OF
JANUARY 16 - FEBRUARY 11, 2015
FUND/CHECK #

239 Redevelopment Obligation Retirement Fund			
354711	MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	5,676.96
354747	TRANSWESTERN	CONSULTING SERVICES	800.00

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 16 - FEBRUARY 11, 2015
FUND/CHECK#

227 Housing Fund
Housing - CIP

923558 HOUSE, TERI	CONSULTING SERVICES	2,307.50
923729 HOUSE, TERI	CONSULTING SERVICES	3,315.00



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alexis Morris, Acting Senior Planner 

APPROVED BY: Mitch Oshinsky, Interim Community Development Director 

SUBJECT: UP-14-13 –Ink'd Up Tattoo Studio Appeal

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving Use Permit 14-13, which would permit the operation of a tattoo studio at 1614 A Street, subject to the conditions in the attached resolution.

STRATEGIC PURPOSE

Consideration of this item is consistent with Strategic Plan Long Term Goal G, which is to provide consistent and efficient entitlement, permitting, and development services to the public.

FISCAL IMPACT

This action has no direct financial impacts. There may be indirect impacts to the extent that a successful business at the site will pay business license taxes, as would the property owner.

DISCUSSION

- **Background**

Juanito Valentine is appealing the Planning Commission holding a public hearing but taking no action on a request for approval of a use permit to operate a tattoo studio on January 21, 2015 due to less than 4 affirmative votes. The project site is located at 1614 A Street, on the northwest corner of 17th and A Streets (APN 067-360-002).

The proposed project was reviewed by the Planning Commission on January 21, 2015. There were five Planning Commissioners present at that meeting because the Commission had two vacancies. The Planning Commission voted 3-2 in favor of approving the use permit for the project but four votes are needed for an affirmative action to approve an application under the Antioch Municipal Code; therefore, no action was taken on the project due to a lack of majority decision. The minutes from the Planning Commission meeting are included as Attachment C. On January 28, the applicant filed an appeal of the Planning Commission taking no action on the project.

One opposition email and a petition opposing the project containing 24 signatures were delivered to the Planning Commission at the January 21 meeting. These are included as Attachment E. Additional public comments submitted prior to the Planning Commission hearing are discussed below.

- **CEQA**

The project is Categorical Exempt from the provisions of CEQA, pursuant to section 15301 – Existing Facilities.

- **Project Overview**

The proposed tattoo studio would be located in an existing single story commercial building with three other tenants located on the northwest corner of 17th and A Streets. The tenants include two hair salons and an insurance office. The building is accessed via a driveway on A Street – there is no access from 17th Street. The parking lot includes 16 standard parking spaces and one accessible parking space. The site is adjacent to a commercial building to the north and a single family home on the west. The parking lot is separated from the adjacent residential property by a masonry wall of varying heights.

The applicant proposes to occupy a 607 square foot retail space. The applicant intends to have three to four people working in the studio, including himself, and have hours of operation from 10:00 am to 10:00 pm daily. No exterior modifications to the building, other than signage, are proposed. No other activities other than tattooing are proposed. The applicant's project description is provided as Attachment D.

The subject property is zoned Neighborhood/Community Commercial District (C-2). A use permit is required for tattoo studios in a C-2 zone. Surrounding land uses and zoning designations are as noted below:

North:	Single family homes, commercial building / Medium Low Density Residential (R-6)
South:	Various commercial uses / C-2
East:	Antioch Square Shopping Center / C-2
West:	Single family homes / R-6

- **Analysis**

Due to the small number of employees and customers, the tattoo parlor is expected to generate very few vehicle trips. Therefore, the studio is not anticipated to exceed the capacity of the existing parking lot.

As a condition of approval, the applicant is required to verify all patrons are over 18 years of age by way of valid identification (per California Penal Code Section 653 it is illegal to tattoo any person under the age of 18). In addition, signs are to be posted that state no persons under the age of 18 are permitted on the premises unless accompanied by their parent or legal guardian.

Tattoo studios are also heavily regulated by the State of California regarding health and safety standards. In order to operate a tattoo parlor in Contra Costa County, all applicants are required to register with the Contra Costa Environmental Health Department (per California Health and Safety Code Section 119306) and are subject to regular inspections by the Department. The State also requires registration with the local law enforcement agency.

- **Public Comments**

To date, staff has received six emails, a letter from residents of the neighborhood around the proposed tattoo studio, and a petition expressing opposition to the project. These comments are provided as Attachment E. In addition, two residents of the adjacent neighborhood spoke against the project at the January 21 Planning Commission meeting. The comments primarily express concerns with the number of tattoo studios in downtown Antioch, incompatibility of the proposed use with the adjacent residential neighborhood, and the proposed hours of operation. Additional discussion about these concerns is provided below. The applicant also submitted a number of signatures in support of the project. A copy of these signatures is provided with Attachment F.

Number of Tattoo Studios in Downtown Antioch

Several comments expressed concerns with the number of tattoo studios in downtown Antioch. Staff researched active business licenses for tattoo studios and followed up with the Contra Costa County Environmental Health Department to determine that there are three licensed tattoo studios currently operating in Antioch. All of the tattoo studios are located on either 2nd or 3rd Street in downtown. The names and locations of the three studios are provided below.

Name of Facility	Address	Type of Activity
3 Star Tattoo	418 W. 2nd St.	Tattoo, body piercing
Flying Dutchman Studio	608 W. 2nd St.	Tattoo
Indigo Skin Design	804 W. 3rd St.	Tattoo, body piercing

Tattoo studios are currently allowed with the approval of a use permit in four zoning designations in the City – Neighborhood Community Commercial (C-2), Regional Commercial (C-3), Mixed Commercial/Residential (MCR), and Rivertown Commercial (RTC). The fact that all three of the tattoo studios are located downtown in the RTC zoning designation is likely a function of the lower lease rates and amount of available commercial space in this area. The City of Antioch Municipal Code does not include any restrictions on the distance of tattoo studios from one another or from other types of uses.

Compatibility with Residential Development

Several comments expressed concerns that a tattoo studio is not compatible with residential uses and a “family neighborhood and school”. The area to the west of the project site consists of single-family, detached homes and the Antioch Middle School is located two blocks away. As stated above, there are no restrictions in the Municipal Code that would prohibit a tattoo studio from being located near a school or residential property.

In addition, the Police Department researched the calls for service for the three existing tattoo studios downtown over the last two years and confirmed that they did not generate any calls for service related to their operations or their customers in that time.

Hours of operation

A couple of comments expressed concerns with late hours of operation and the potential for an increase in nighttime traffic in the surrounding neighborhood. The applicant proposes to operate 10:00 am to 10:00 pm seven days a week. These hours of operation are consistent with the retail and commercial uses to the east and south of the project site. However, if the applicant has flexibility in the hours of operation, closing earlier may address some of the neighbors’ concerns about potential traffic impacts. As discussed, staff does not anticipate a business with four employees and a small number of customers to generate a significant amount of traffic.

The attached resolution contains a condition requiring that any expansion of the proposed hours of operation would require approval of an amendment to the use permit by the Zoning Administrator or the Planning Commission. This would be considered at a public hearing and property owners within 300 feet of this project would be notified of the hearing in advance.

Summary

As discussed above, the tattoo studio will have to meet strict State and County standards in order to be licensed and maintain its license. All of the City’s existing tattoo studios are located within a mile of this location, but the Police Department has not had any significant issues with their operation. The project site is near Antioch Middle School, but it is illegal to tattoo minors and minors will not be allowed on the premises without a parent or guardian present. The hours

of operation as proposed are consistent with other commercial uses in the area and should not create a noticeable increase in nighttime traffic. Staff feels that, as conditioned, the Planning Commission can make the finding that the project will not be detrimental to the public health or injurious to the properties in the vicinity.

ATTACHMENTS

- A: Resolution
- B: Aerial Photograph
- C: January 21, 2015 Planning Commission Minutes
- D: Applicant's Project Description
- E: Opposition Emails and Petition
- F. Signatures Supporting Project

**CITY OF ANTIOCH CITY COUNCIL
RESOLUTION NO. 2015-****

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A
USE PERMIT AT 1614 A STREET FOR A TATTOO STUDIO**

WHEREAS, the City of Antioch received a request from Juanito Valentine for approval of a use permit to operate a tattoo studio employing three to four people with hours of operation from 10:00 am to 10:00 pm daily. The project site is located at 1614 A Street, on the northwest corner of 17th and A Streets (**APN 067-360-002**); and,

WHEREAS, the Planning Commission on January 21, 2015, duly held a public hearing, received and considered evidence, both oral and documentary; and,

WHEREAS, with five Planning Commissioners present and two vacant positions, the Planning Commission voted 3-2 to approve the project, which resulted in no action taken on the project due to a lack of four affirmative votes as required by the Antioch Municipal Code; and,

WHEREAS, on January 28, 2015, Juanito Valentine, filed an appeal of the Planning Commission's taking no action on the project; and,

WHEREAS, pursuant to the California Environmental Quality Act, the project has been deemed categorically exempt pursuant to Section 15301 – Existing Facilities; and,

WHEREAS, the City Council duly gave notice of public hearing as required by law; and,

WHEREAS, the City Council on February 24, 2015, duly held a public hearing, received and considered evidence, both oral and documentary; and,

WHEREAS, the City Council does determine:

1. The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity with the conditions set forth within this staff report and because of strict health and safety requirements that must be adhered to as set by the State of California and Contra Costa County Health Department for body art.

2. The use applied at the location indicated is properly one for which a use permit is authorized.

The site is zoned Neighborhood/Community Commercial (C-2) and per the Municipal Code, tattoo studios in this zone are permitted upon approval of a use permit.

3. That the site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required, to other uses in the neighborhood.

The site for the proposed use is adequate in size and shape to accommodate the tattoo studio given the suite size is 607 sq. ft. and is located in an empty suite within a building with space for four total tenants.

4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

The project site is currently developed and is located on 1614 A Street with the only vehicular access being from a driveway on A Street. A Street is adequate in width and pavement type to carry the traffic generated by this use.

5. That the granting of such use permit will not adversely affect the comprehensive General Plan.

The granting of such use permit will not adversely affect the comprehensive General Plan as the Table of Land Use Regulations allows for a tattoo studio with a use permit within a C-2 District.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Antioch does hereby **APPROVE UP-14-13**, a use permit application to allow a tattoo studio, subject to the following conditions and the findings for the conditions, which are attached to this resolution as Exhibit A:

A. GENERAL CONDITIONS

1. The project shall comply with the Antioch Municipal Code.
2. City staff shall inspect the site for compliance with conditions of approval prior to final inspection approval.
3. Conditions required by the City Council, which call for a modification or any change to the plans submitted, be corrected on those plans to show those conditions and all standards and requirements of the City of Antioch prior to any submittal for a building permit. No building permit will be issued unless the project plans meet the requirements stipulated by the City Council and the standards of the City.

4. This approval expires two years from the date of approval (Expires February 24, 2017), unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one, one year extension shall be granted.
5. The applicant shall defend, indemnify and hold harmless the City in any action brought by a third party to challenge the land use entitlement.
6. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments and any other payments that are due.

B. CONSTRUCTION CONDITIONS

1. The project shall be in compliance with and supply all the necessary documentation for AMC6-3.2: Construction and Demolition Debris Recycling.
2. Building permits shall be secured for all proposed construction associated with this facility, including any interior improvements not expressly evident on the plans submitted.
3. All construction shall conform to the requirements of the California Building Code and City of Antioch standards.
4. The project shall comply with ADA requirements and shall provide Title 24 accessibility as required by the California Building Code.

C. OUTSIDE AGENCY REQUIREMENTS

1. All requirements of the Contra Costa County Fire Protection District shall be met:
 - a. The applicant/contractor shall submit three (3) complete sets of tenant improvement plans and specifications of the subject project to the Fire District for review and approval prior to construction to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (107) CBC
 - b. Submit plans to: Contra Costa County Fire Protection District
2010 Geary Road
Pleasant Hill, CA 94523

2. All requirements of the Contra Costa County Health Department and State of California shall be met.

D. FEES

1. The applicant shall pay all fees as required by the City Council.

E. PROPERTY MAINTENANCE

1. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.
2. No signs shall be installed on this site without prior City approval.
3. The owner or applicant shall be responsible for maintaining the area surrounding the premises or area under their control and ensuring that the site is free from litter.
4. Loitering shall be prohibited on or around the premises, and any area under the control of the owner or tenant.

F. USE REQUIREMENTS

1. The use permit applies to the operation of a tattoo studio with three to four employees with no other ancillary uses.
2. The owner or applicant shall not display, sell, or offer for sale, any controlled substance or tobacco paraphernalia such as, cigarette papers, blunts/cigar papers or any other instrument or drug paraphernalia which is intended for use or designed for use in processing, weighing, preparing, packaging, re-packaging, storing, containing, injecting, ingesting, inhaling or introducing a controlled substance into the human body.
3. The owner or applicant shall not display, sell, or offer for sale, any apparel or tattoos that could be construed to be gang related, including, but not limited to the following: sports jerseys or logos, t-shirts, sweatshirts, hooded sweatshirts, belts, bandanas, handkerchiefs, or any type of headwear including, but not limited to: hats, baseball caps, beanies, knit caps, watch caps, ski caps, etc. that indicate an affiliation with a group or gang.
4. The hours of operation shall be from 10:00 AM to 10:00 PM seven days a week. Any expansion of the proposed hours of operation would require approval of an amendment to the use permit by the Zoning Administrator or the Planning Commission.

5. No beverages or food shall be sold on the premises with the exception of complementary non-alcoholic beverages or snacks for customers.
6. Music shall not be amplified nor emanate from the subject suite into adjoining suites or outside the building.
7. The applicant must register with the Contra Costa County Health Department before obtaining a business license for the subject location from the City of Antioch.
8. A sign shall be placed conspicuously inside the waiting area stating that no person under the age of 18 shall be permitted on the premises unless accompanied by their parent or legal guardian.
9. That no person under the age of 18 shall have body art work done. All tattoo artists are required to verify all patrons are over 18 years of age by way of valid identification.

* * * * *

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of Antioch, County of Contra Costa, State of California, at a regular meeting of said Planning Commission held on the 24th of February, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

AS

EXHIBIT A

INK'D UP TATTOO STUDIO (UP-14-13)

FINDINGS IN SUPPORT OF CONDITIONS OF APPROVAL

A. GENERAL CONDITIONS

1. The City of Antioch has established a Municipal Code to protect the public health, safety, and welfare of the citizens within the City. This condition of approval is necessary for the developer to mitigate any project impacts that may threaten the health, safety, or welfare of its citizens.
- 2-3. In order for the project to be constructed to the City's approved standards, the plans need to adequately reflect the changes made by the Planning Commission and City staff needs to inspect the site for compliance with the conditions of approval prior to final inspection approval. These conditions protect the public safety, health, and general welfare of the residents of the project and surrounding residential and other uses by providing an adequate reflection of the approved project prior to the issuance of building permits and a follow up site inspection to ensure the Project was built as conditioned.
4. The regulatory environment of land development and base line conditions change frequently; therefore, this condition is necessary to ensure any project going forward is subject to the most current regulations in order to promote the public health, safety, and welfare in the City of Antioch.
5. The project is being pursued by a developer and the City's responsibility is to promote orderly development within the City. This condition is necessary to protect the City from the financial and time expenses for defending challenges to land use entitlements or environmental reviews that are financially benefitting the applicant, particularly given the City's own financial challenges.
6. The project takes City time and staff to process development applications through the land use entitlement process. The development of property is at the benefit of the applicant; therefore, the conditions are necessary to ensure the applicant pays the expenses to process the application rather than having that burden placed on the taxpayers for another's benefit and satisfies all necessary requirements to make use of public lands that serve the project site.

B. CONSTRUCTION CONDITIONS

- 1-4. Construction activities will produce impacts related to noise, dust, vibrations, and traffic that must be addressed and mitigated. In addition, the City is under a

State-wide mandate to divert its waste by 50% and thus the City has adopted an ordinance to reduce construction and demolition debris from going to the landfill. The City also has adopted the State of California Building Code; therefore, a building permit must be pulled for work performed inside the building even if it is not expressly on the plans. These conditions of approval are necessary to address these impacts from the project to ensure the public health, safety, and welfare of the Antioch community are protected and that development in the City occurs in an orderly fashion consistent with the City's General Plan and Municipal Code and to not create temporary or permanent nuisances.

C. OUTSIDE AGENCY REQUIREMENTS

1. The Contra Costa Fire Protection District provides fire services for the City of Antioch and follows the California Fire Code. The conditions of approval are necessary on the Project to protect the public health and provide for the safety and welfare of life and property from fire and explosion hazards or dangerous conditions in new buildings and existing buildings; structures and premises; and to provide safety and assistance to fire fighters and emergency responders during emergency operations.
2. The Contra Costa County Health Department and the State of California regulate body art in the City of Antioch. The condition of approval on the Project is necessary to protect the public health and provide for the safety and welfare of customers of body art facilities.

D. FEES

1. The City of Antioch provide existing infrastructure such as streets, utilities, traffic signals, schools, public right-of-way, parks, flood mitigation improvements, parks, and police services. The fees required by the condition of approval serve two functions: 1) the funds will provide mitigation for the project's fair share impact and the project's responsibility of costs for the existing infrastructure due to the increase in population and 2) to mitigate the costs of additional infrastructure and maintenance necessary due to the impact of the project. The conditions of approval are necessary to mitigate impacts to public infrastructure from deterioration as well as provide additional infrastructure to serve the additional population.

E. PROPERTY MAINTENANCE

- 1-4. These conditions are necessary to ensure that the project site is kept in good working order to ensure adequate trash collection, avoid localized flooding, reduce fire risks, and ensure the continued health, safety, and welfare of the project environs.

F. USE REQUIREMENTS

- 1-5. The use contemplated under this use permit only analyzed the operation of a tattoo studio with three to four employees occupying a 607 sq. ft. suite. Changes to the operation of the tattoo studio could result in impacts such as parking, traffic, and noise that were not contemplated by this use permit.
6. Amplified noise or music emanating from the tattoo studio suite could result in noise impacts not contemplated by this use permit.
- 7-9. The Health Department oversees the handling of body art facilities in the City of Antioch. The applicant will be operating a body art facility; therefore, the applicant will be subject to the requirements of the Health Department in order to ensure the health, safety, and welfare of the customers.

ATTACHMENT "C"

ABSTAIN: *None*
ABSENT: *Pinto*

3. **UP-14-13 – INK'D UP TATTOO** – Juanito Valentine requests approval of a use permit to operate a tattoo studio employing three to four people with hours of operation from 10:00 am to 10:00 pm daily. The proposed studio is located in an existing commercial development and no exterior modifications to the building are proposed. The project site is located at 1614 A Street, on the northwest corner of 17th and A Streets (**APN 067-360-002**).

Associate Planner Morris provided a summary of the staff report dated January 16, 2015.

In response to Commissioner Zacharatos, AP Morris said that there are no existing requirements on the building for hours of operation.

OPENED PUBLIC HEARING

Applicant, Juanito Valentine, said that he lives three blocks from the proposed location and that he is from the neighborhood having went to school here and church here. He said that he has always been an artist, that he used to work at another tattoo shop in Antioch where he learned the profession and that he is flexible with whatever can be done to make this work. That the hours are not an issue and that he had proposed 10 am to 10 pm for people getting off of work and getting back into Antioch. He said that there is no exception for the youth, that he is not trying to do anything adverse to the community, and that he has walked through his neighborhood and talked to people.

Vice Chair Motts asked about existing customer base to which applicant said that while he has a customer base, he cannot exercise that because he can't do tattoos now given that he doesn't have a shop and can't work out of his house.

Chair Hinojosa asked applicant if scaling back the hours would be hurtful to operations to which applicant said that yes to a degree; that he can scale down the hours during the week, but would ask for more hours on weekends.

In response to Chair Hinojosa, applicant said that he looked at an existing shop in Pittsburg; that he was looking at one unit and they wanted to rent him both units. That he was looking at another spot downtown but in talking to the previous owners, there was floor and mold problems. He said that he is learning the zoning part of it but that location is everything.

Commissioner Zacharatos asked applicant about the square footage and if that was feasible for business to which applicant stated that it was at this moment.

Sandra Kelly, block caption for the C Street area, said that this tattoo parlor came up in one of their meetings, that they did not feel it was a fit for their neighborhood, that it has been a constant battle for them to keep drug and gang problems at bay and that there have been lots of burglaries and several shootings. She said that they are starting to

see more children in the neighborhood again, that they support family friendly businesses and useful businesses to the neighborhood, and that they would like businesses to have reasonable hours. She said that people have signed a petition, that they have concerns of high traffic and for school children, that they are concerned of impacts on Rivertown and they do not feel this is an appropriate use for their neighborhood.

Jean Nichols said that she has been a resident of Antioch for close to 30 years, that within several miles of her home there are bars and other businesses, that if given the choice she would not move into this area, requested that the Planning Commission deny the tattoo parlor, and asked that they not be clustered with some of the others.

Chair Hinojosa said that she received a petition to deny which contained approximately 25 signatures stating "the neighbors in this area feel that the Ink'd Up tattoo parlor is an inappropriate fit for our neighborhood. There are already several businesses of this kind in close proximity to our homes. The proposal calls for the business to be open until ten o'clock, which is too late when it abuts a residence. It is not a business that will be of benefit to local residents, and will attract unwanted outside traffic into our residential neighborhood".

Additionally, attached to the back of the petition is an e-mail sent to staff by Darnelle Shaw stating "I agree with my C Street Neighborhood Watch group who are against having a Tattoo Parlor in our neighborhood. There seems to be plenty of Tattoo Parlors near the area. More traffic in that area, could be disruptive, especially to the residents who live along Seventh Street. I suggest that they look elsewhere, like maybe along the Lone Tree Way Street where other businesses have been growing."

Applicant said that while he can understand from a parent's point of view, he grew up in the neighborhood and is willing to do whatever he needs to do to work this out.

CLOSED PUBLIC HEARING

Vice Chair Motts clarified with staff that there are currently three approved tattoo studios in Antioch with business licenses, that there was a fourth on Sunset which has closed, and that she did not find any evidence of a fifth.

Commissioner Miller asked staff about the standard closing time to which AP Morris said that depends on the business and that there are restaurants, bars, financial institutions, Starbucks, offices and other uses in that area. She said hours are different with some closing later and some closing earlier and that closing hours past 9:00 p.m. are common.

Commissioner Westerman said that at one time many years ago, tattooing had a negative image. He said that he thinks the business is good, that he doesn't think there will be a lot of noise and not a lot of traffic generated. That while this is not a family business and not a place to take the kids, he is not sure what else would go in there and would rather have a tattoo parlor than an empty space; that he is going to wait to see what others have to say.

Commissioner Zacharatos said that she hears the community saying family friendly businesses. That her concern is that it is very close to homes, that she is inclined to side with the community and homeowners, and this should not be at this location.

Vice Chair Motts said that he feels this is not the most appropriate use for this location. That the applicant is very genuine but that this location will be part of the entry to the new revitalized Rivertown area. He said that the community is pretty well served and that another spot would be preferable.

Commissioner Miller said that he thinks it is a great idea, that this does not define the area, that the applicant has passion, and that it is located off of A Street with a lot of small businesses.

Chair Hinojosa said that this is a tough one. She said that she is extremely sympathetic to the community; however, there is a lot of stigmas with tattoo parlors. That you have to have a certain income to afford good art work, that in our generation this appeals to the masses across the board and she is open minded about that, and she thinks that the site is zoned appropriately and it is difficult to find other locations. She said that staff has done a good job conditioning the project, that she doesn't want to do anything with the hours that would impact the business, and that she is inclined to support this project.

Commissioner Westerman said that given the discussion, he is inclined to support the project as well.

Vice Chair Motts said that while he realizes tattoos are mainstream, there is a perception and reality that it is affiliated with gangs, whether reality or not, and that for him, this is not something he could support.

Commissioner Miller made a motion to approve, seconded by Commissioner Westerman. Commissioners Zacharatos and Vice Chair Motts voted no; Commissioner Miller, Commissioner Westerman and Chair Hinojosa voted yes.

CA Nerland said that four votes are needed and that it is up to the Planning Commission if they want to continue the item.

Chair Hinojosa said that maybe commissioners can be persuaded.

Commissioner Miller said that maybe those voting yes can offer some additional insight, that it was pointed out by staff that there weren't any police calls from previous tattoo parlors, that they are not attracting the wrong element, and this could be a positive impact to the neighborhoods near A Street.

Commissioner Westerman said that although there are three already that if there were too many, somebody would go out of business. He said that educated and accomplished people get tattoos and he thinks it is main stream.

Chair Hinojosa commented on the police call statistics indicating no calls for service for any of the other locations and said that in all of the years, A Street has been a commercial area with a diversity of uses. She said for the time being the site is zoned appropriately for this use.

Commissioner Zacharatos said that she has nothing against tattoos but that she wouldn't want it in her neighborhood.

Vice Chair Motts said that it is a matter of perception, that he is in favor of anything that changes that but he is not sure this does. That for him, he has a general concern of what they approve and the direction they take in the City especially as you go north of the freeway.

Chair Hinojosa stated that they are at a standstill and there is an option but to continue for Commissioner Pinto's input.

CA Nerland stated that the majority of the Planning Commission may want to reopen the public hearing and continue for two weeks to February 4th and see if anything changes in meantime. Or there is an option to leave the action where it stands tonight which means the use was not approved.

Chair Hinojosa said that she is inclined to give the applicant a chance.

CA Nerland said that the Planning Commission can make a motion to reopen the hearing and said that given the two items already scheduled for February 4th, feels that the 4th can handle this item as well and doesn't expect those two items to be huge. She clarified that there may be additional information coming forward so she would leave it to the Chair's discretion if people who spoke tonight can speak again on February 4th.

On Motion by Commissioner Miller and seconded by Commissioner Westerman, the Planning Commission reopened the public hearing and continued the item to February 4, 2015.

AYES: Hinojosa, Motts, Zacharatos, Miller and Westerman
NOES: None
ABSTAIN: None
ABSENT: Pinto

ORAL COMMUNICATIONS

Chair Hinojosa welcomed the new Planning Commission member.

WRITTEN COMMUNICATIONS

None.

COMMITTEE REPORTS

Vice Motts stated that the Transplan meeting was cancelled last week.

ADJOURNMENT

Chair Hinojosa adjourned the Planning Commission at 7:55 p.m.

Respectfully Submitted,
Cheryl Hammers

C5

ATTACHMENT "D"

Ink'd Up Tattoo's

Juanito Valentine

63 E.13th Street

Antioch, Ca 94509

925-338-5651

Smilestattoo72.jv@gmail.com

RECEIVED
NOV 24 2014
CITY OF ANTIOCH
COMMUNITY DEVELOPMENT

Ink'd Up tattoo is located at 1614 A St in Antioch Ca 94509, on the corner of 17th and A Street. It's in a small parking lot with (3) three other units. 1614 A St. is 607 sq. feet.

I have thought real long about the hours in which I would like to be open for business to the public. After some consideration, I believe 10:00am to 10pm will serve my client perfect. As for for how many people I wish to employ? the unit doesn't allow for too much to maneuver so, (3) three Tattoo Artist and myself will make it (4) four. I will be renting this unit for the sole purpose of tattooing. There will not be other business conducted out of 1614 A St. No selling of tattoo equipment or supplies, strictly tattoo's (body art). I have thoroughly looked at this unit, I don't see of any need to alter or do any type of construction to the inside or outside of this unit.

Thank you for your time

Respectfully,

Juanito S. Valentine

Owner and Tattoo Artist

01
BT



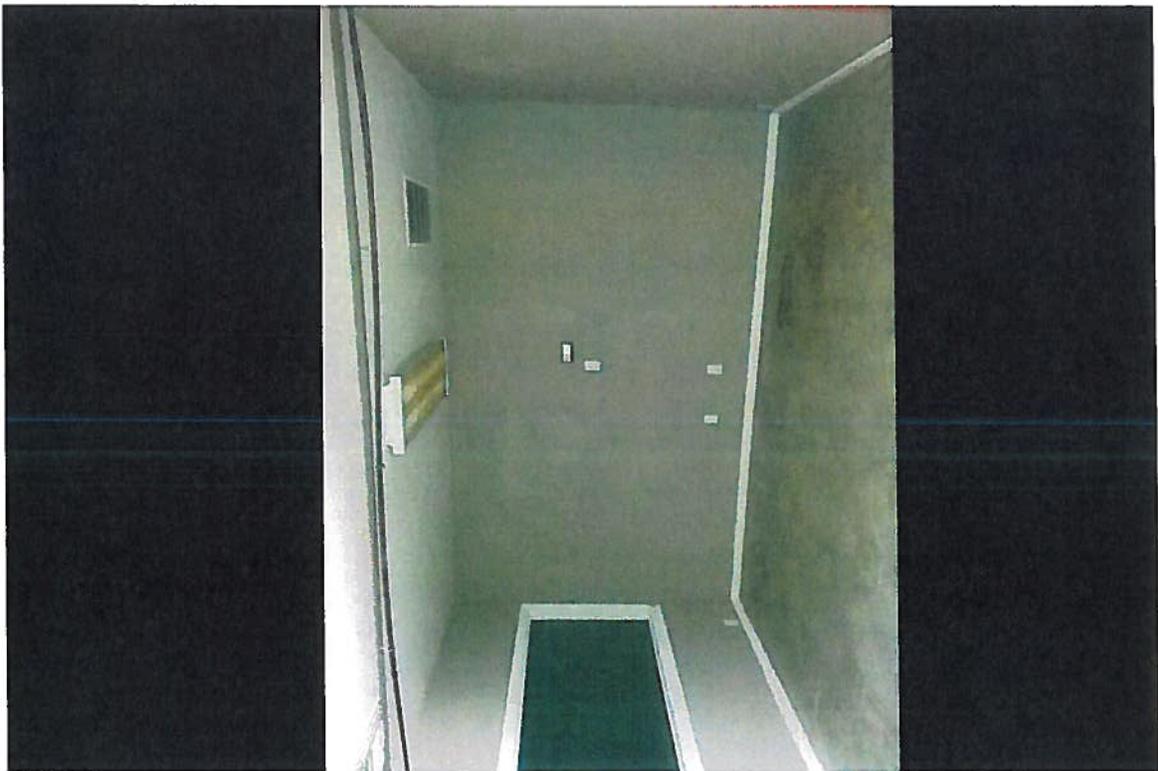
D2
~~B2~~



03
~~B3~~



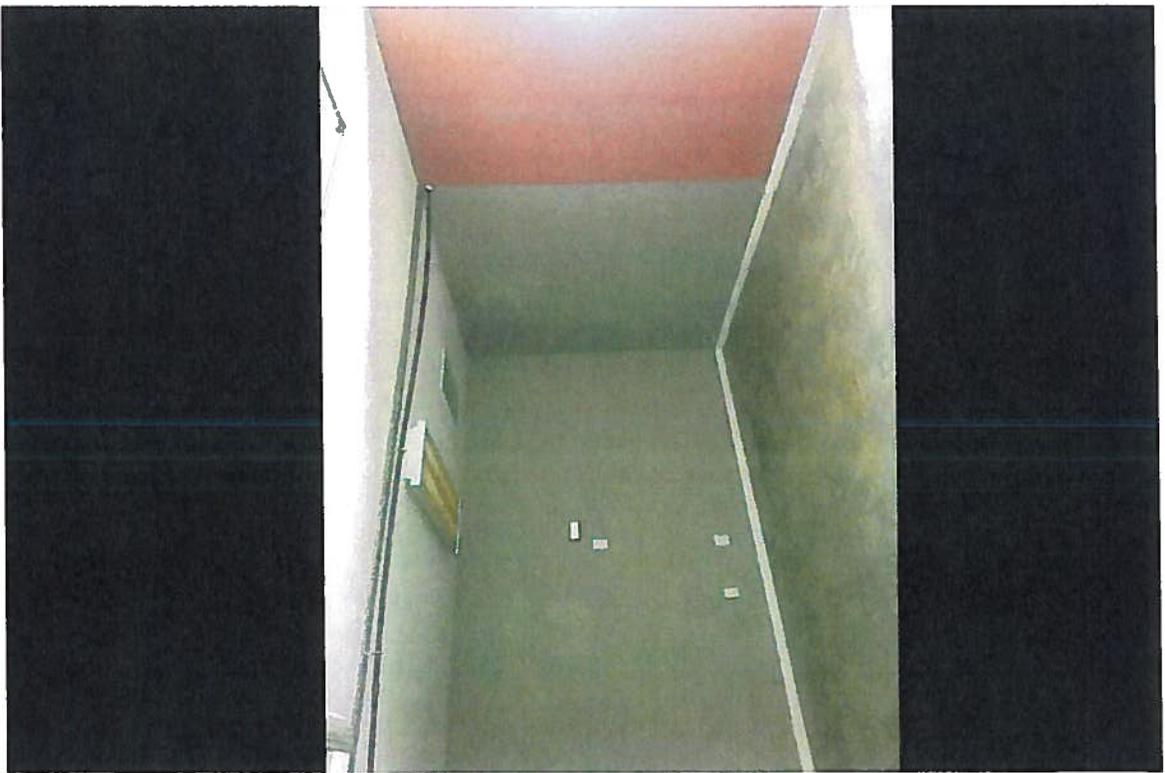
04
B4



05
~~B5~~



06
B6



07
B7

ATTACHMENT "C"



08
E1



09
C2



FARMERS

WATKINS COMP

EXCLUSIVE
RESERVES
GROUP

1810

1010

Salon Plus
Facial & Skin
Treatments

Salon Plus
Facial & Skin
Treatments

D10
E3



Exotic Faces Salon
Hair Care is Our Specialty
A Full Service Salon
925-757-7744 *OPEN
HAIR, MAKEUP, MANICURE, PEDICURE, & SKIN CARE

1616

1614

1612

Salon Plus Family Hair Salon
A Full Service Salon
925-757-7744

011
24

ATTACHMENT "E"

Morris, Alexis

From: The Nichols Family ([redacted])
Sent: Thursday, January 01, 2015 9:49 PM
To: Morris, Alexis
Cc: Sandra Kelly
Subject: A Street business

Ms. Morris,

Happy New Year! It is my understanding that you are the "go to" person with regards to concerns about possible businesses opening in the A street area, specifically the tattoo parlor and a Taco Bell.

As a resident of Antioch for almost 30 years I find it ever more frustrating to live in this community. We purchased the house we presently live in on B Street in 2004. We purchased at the height of the market and have since the downturn have not seen much improvement in housing values. My daughter was able to purchase a condo in Concord, on Monument Blvd, three years ago. Her place (less then 1000 square foot) is valued at 2/3 our home (2900 square feet) at this point. Her home value has has increased almost three times what she purchased it for. We are still underwater.

I bring this information up because it is my understanding that Antioch needs money. One of the most effective ways to receive that money is through taxes. The higher home valuation the higher tax income for the city. At this point with the proposal to add yet another tattoo parlor this side of Antioch, I don't foresee home valuations rising much more any time soon.

It seems like Antioch is indeed keen on keeping a distinct dividing line between "old town" and "new town" with "old town" consistently being undervalued and attracting businesses that don't necessarily improve the aesthetics or valuation. Do we really need a fifth parlor within three square miles of 4 others? For that matter, just how many barber shops and hair salons do we need in the same area? Or bars? From my perspective the area north of the tracks is becoming the destination for tattoos, drinks or haircuts! Not exactly the area I want to live in.

When we first moved to Antioch it was a wonderful town. Pittsburg was to be avoided at all costs. At this point the opposite is true and we are stuck in Antioch.

Please reconsider the types of businesses and the atmosphere they create when "planning" the future of Antioch. It would be nice to live in a community that offers family friendly businesses and services.

Please feel free to share this correspondence with the planning commissioner.

Sincerely,

Ron and Jean Nichols

E1
DH

Morris, Alexis

From: Kathryn Fitzpatrick [REDACTED]
Sent: Tuesday, December 30, 2014 1:32 PM
To: Morris, Alexis
Cc: Sandra Kelly
Subject: Tattoo Parlor

I am writing in regards to the permit process for a tattoo parlor at 1614 A Street. I want to add my name to the list of those opposed to this permit. I want my views to be shared with the Planning Commission.

There already are numerous tattoo parlors in the downtown Antioch area. There is no need for another, especially with business hours until 10 pm. This property is next to a residence - someone's home! It is not a good fit for our older Antioch neighborhood. We have been struggling to maintain and revitalize our neighborhood. Permitting a tattoo parlor would be detrimental to our neighborhood, not an improvement.

Please refuse this permit. Thank you.

Sincerely,
Kathryn Fitzpatrick
"C" St Area Neighborhood Watch

Morris, Alexis

From: [REDACTED]
Sent: Monday, December 01, 2014 9:18 PM
To: Morris, Alexis
Cc: Sandra Kelly
Subject: Tattoo studio

Alexis,

As a resident of ANTIOCH for 56 years I have seen and felt the decay of our city. I am beginning to see more houses that are being occupied by homeowners who have taken pride in their homes. The application to place a tattoo parlor on 17th Street is inconsistent with a neighborhood that has many children and a nearby middle school. This business does not fit the general plan for a family neighborhood and school. We are against this proposal.

Sincerely,

Gary & Pamela McAdam

Sent from XFINITY Connect Mobile App

Morris, Alexis

From: Sandra Kelly [REDACTED]
Sent: Monday, December 01, 2014 6:27 PM
To: Morris, Alexis
Subject: Re: Planning Questions

Thank you for the prompt response. I definitely would like to be on the mailing list regarding the planning commission meeting for the tattoo parlor. Having four people tattooing people for twelve hours a day and staying open until ten o'clock at night is definitely not in keeping with the goals for our residential neighborhood. I would like my email to be sent to the planning commission.

Please also keep me in the loop about the building at 18th and A Streets. A drive through at that location sounds most unwise in regards to crime and safety for vehicles and pedestrians.

Sincerely,

Sandra Kelly
Block Captain
C Street Area
Neighborhood Watch Groups

On Monday, December 1, 2014 3:43 PM, "Morris, Alexis" <amorris@ci.antioch.ca.us> wrote:

Sandra,

Good afternoon. Mindy asked that I respond to your questions about the tattoo studio and the parcel at the corner of 18th/A St. because I have dealt with both issues directly.

The tattoo studio, Ink'd Up, submitted a use permit application to the City a week ago. The use permit will have to be approved by the Planning Commission before the business can operate in this location. The Planning Commission hearing date has not been set yet and it will most likely be late January. The Planning Commission meeting is a public hearing and all property owners within a 300' radius of the property will be notified of the hearing date. If you are not within 300' of the property I can put your name on the mailing list if you are interested. If you'd like I can submit your email below to the Planning Commission to make your concerns about the business known to them, or you can submit additional comments in writing or verbally at the Planning Commission meeting. The applicant's project description is attached for your reference.

The new owner of the property at the northwest corner of 18th/A Streets has expressed interest in demolishing the existing building and opening a new Taco Bell with a drive-thru. This application would also require use permit approval from the Planning Commission and potentially a variance from setback requirements. Nothing has been submitted to the City to date.

Please let me know if you need any more information.

Regards,

Alexis Morris
Associate Planner
City of Antioch
200 'H' Street
Antioch, CA 94509

E4
D4

(925) 779-6141 tel
(925) 779-7034 fax

City offices are closed every Friday. We thank you for your understanding. The Community Development Department has the following operating hours:

8:00am – 11:30am: Full service counter hours
12:00pm – 1:00pm: Closed for lunch
1:00pm – 5:00pm: By appointment only

From: Sandra Kelly [REDACTED]
Sent: Wednesday, November 26, 2014 12:58 PM
To: Gentry, Mindy
Cc: Bill Cook; Kathie Fitzpatrick; Ron and Jean Nichols; Dick Augusta; Ken Petersen; Duran, Steve
Subject: Planning Questions

Hello Mindy,

I am writing on behalf of the C Street area Neighborhood Watch groups. There are a couple of issues that are concerning us.

The first is that a recent City Manager Weekly Report stated that there are plans to open a tattoo studio at 1614 A Street. We do not feel this is in keeping with the best interests of our neighborhood for several reasons. Firstly, there are already five tattoo studios in Antioch listed online, and all five are north of the freeway. In fact, all of them are located within a mile of our neighborhood. Surely, should we wish to get tattoos, there are already plenty of nearby options. Also, the location at 1614 A Street is in a small complex that is directly next to a residence on 17th Street, and that creates further concerns. Firstly, many tattoo businesses are open late at night, which invites more night traffic into our neighborhood than, for example, an insurance office or similar business with 9-5 hours. Secondly, we feel that businesses so close to our residential neighborhood should have more family appeal and be more in keeping with our community needs and goals.

Though we would like local businesses to provide for local residents rather than attracting out of area customers for one-time services, we do feel that the two needs are not mutually incompatible. As the city moves forward with the new general plan and downtown specific plan, it is important that businesses along A Street provide goods and services that are attractive to the families that visit Rivertown as well as those who live here. We want to support local businesses, and strongly urge the planning department to allow businesses that are mutually beneficial to residents and visitors alike.

A second item of concern is the status of the property on the northwest corner of 18th and A Streets. As you may remember, this is the property that was formerly slated to become a 7-11. We hear that the property sold at auction recently for a high bid, and when local business people asked the buyer who he represented, he replied that he "ran out of business cards." We are wondering if you have any further information on current plans for this property.

Thank you for your time and consideration.

Sincerely,

Sandra Kelly
Block Captain
C Street Neighborhood
Watch Groups

GALLEGOS FAMILY TRUST
2400 Shady Willow Lane, Brentwood, CA 94513
(435)773-0220

January 11, 2015

City of Antioch
Community Development Department
City Hall
3rd and H Streets
P.O. Box 5007
Antioch, CA 94509

ATTN: Alexis Morris,

RE: January 21, 2015 Public Hearing

Dear Alexis Morris,

We have been notified that there will be a Public Hearing on January 21, 2015 regarding a new business that is proposed to go in at 1614 A Street, Antioch, CA.

My family owns the property right next door to that commercial site at 10 W. 17th Street, Antioch, CA and we are writing to oppose this business moving into that building at 1614 A Street.

I was raised in Antioch, went to school in Antioch and now own this property on 17th Street which has been in our family over 100 years. We have seen many changes to our City which has included our family owning that entire corner at one time. Our family has always been involved in the quality of business that goes into this space because we not only care about the neighbors for our tenants but we care about Antioch.

If we allow a tattoo business into this space we are inviting trouble. The clientele that this type of business brings will not be what we want for Antioch. Antioch already has several tattoo businesses and I don't think that we want another. We especially do not want one next door to our property.

Our tenant has lived in our rental house for over five years now and she is elderly and not well. She does not start her day until early afternoon and retires early in the evening. According to the hours alone, for this business, this would interfere with the peace of our tenant. The music that this business uses to attract their

EL
DT

clientele would not be a relaxing atmosphere nor would the motorcycles and loud pipes on vehicles that the clients would bring to the business.

The crime in Antioch has escalated over the past 10 years and we, as citizens, need to start speaking out. We respect our police department and all they do for us but we do not need to add to their workload and we feel that this type of business would attract more work for them.

This type of business also brings with it drugs and alcohol even though they do not have it on the premise, the late hours and long hours into the weekend will also bring clients that have indulged in this type of activity.

We are vehemently opposed to this business being allowed into this location.

Sincerely,

Kathy Hayes, TTE

Kathy Hayes, Trustee
Gallegos Family Trust

E7
D7

Morris, Alexis

From: Shirley Neece-Diethelm [REDACTED]
Sent: Tuesday, January 13, 2015 9:25 AM
To: Morris, Alexis
Subject: NO on the Tattoo Parlor!

We already have one and that is tooo many!
We live in the area and that is not what we want, let them try Brentwood!
Mr.& Mrs. Diethelm

E8
~~D8~~

Subject: Tattoo Parlor
From: D Shaw
To: amorris@ci.antioch.ca.us;
Cc: sandragkelly@yahoo.com;
Date: Wednesday, January 21, 2015 12:50 AM

Dear Alexis,

I agree with my C Street Neighborhood Watch group who are against having a Tattoo Parlor in our neighborhood. There seems to be plenty of Tattoo Parlors near the area. More traffic in that area, could be disruptive, especially to the residents who live along Seventeenth Street.

I suggest that they look elsewhere, like maybe along the Lone Tree Way street where other businesses have been growing.

Thank you.
Sincerely,
Darnelle Shaw

Sent from my iPad

E 9

1/21/2015 7:42 AM

Petition to Deny Permit for Ink'd Up Tattoo Parlor

Petition summary and background
 The neighbors in this area feel that the Ink'd Up tattoo parlor is an inappropriate fit for our residential neighborhood. There are already several businesses of this kind in close proximity to our homes. The proposal calls for the business to be open until ten o'clock, which is too late when it abuts a residence. It is not a business that will be of benefit to local residents, and will attract unwanted outside traffic into our residential neighborhood.

Action petitioned for
 We, the undersigned, are concerned citizens who urge our leaders to act now to deny the permit.

Printed Name	Signature	Address	Comment	Date
Gary McAdam	[Signature]	1503 D St.	Not appropriate	1/14/15
Gertrude Laverling	[Signature]	25 W 15 St	"	1/14/15
Ingrid Gelhaus	[Signature]	1511 C St	undesirable	1-14-15
John Sevier	[Signature]	2947 Roosevelt C		1/14/15
Doug Dodds	[Signature]	#804 Golden Bend	NO	1-14-15
Suzanne Guy	[Signature]	1010 Burwood Ave		1/14/15
Sandra Kelly	[Signature]	1510 C St.	Not in keeping with our residential neighborhood.	1/15/15
Ron Nicholas	[Signature]	1315 B St		1/15/15
JEAN NICHOLS	[Signature]	1315 B ST	No - too many already	1/15/15
Arthur Fitzpatrick	[Signature]	1122 C ST	not in a resid. neighborhood	1/15/15
Joe Feliciano	[Signature]	1812 C St	NO	1/15/15
Lucile P. Meinhardt	[Signature]	122 W 9th	Not good mix for area	1/15/15

Printed Name	Signature	Address	Comment	Date
Clark Gelhaus	Clark Gelhaus	1571 C St	To close to schoolst	1/15/15
Romano Marchetti	R. Marchetti	4 Jeanne Ct.	not appropriate	1/16/15
Bill Buhlman	Bill Buhlman	2004 Dennis Pt.		1/16/15
Joshua Smith	Joshua Smith	306 West St.		1/16/15
Deon Avolos	Deon Avolos	320 West 20 St		1/16/15
Timothy Bernardi	Timothy Bernardi	3708 Brant Way	Please don't.	1/16/15
Lorraine Black	Lorraine Black	1114 C St	Attach NO. 11	1/19/15

Petition to Deny Permit for Ink'd Up Tattoo Parlor

Petition summary and background
 The neighbors in this area feel that the Ink'd Up tattoo parlor is an inappropriate fit for our residential neighborhood. There are already several businesses of this kind in close proximity to our homes. The proposal calls for the business to be open until ten o'clock, which is too late when it abuts a residence. It is not a business that will be of benefit to local residents, and will attract unwanted outside traffic into our residential neighborhood.

Action petitioned for
 We, the undersigned, are concerned citizens who urge our leaders to act now to deny the permit.

Printed Name	Signature	Address	Comment	Date
Marjorie Terhagen	<i>Marjorie L. Terhagen</i>	1315 CST, ANTIACH	Resident for 52 years & NOT IN MY NEIGHBORHOOD	1/14/15
Lawrence Terhagen	<i>Lawrence Terhagen</i>	1315C ST ANTIACH	N/A	1/14/15
ROBERT A. WHITE	<i>Robert A. White</i>	1312 C ST ANTIACH		1-15-15
Carolyn Harrington	<i>Carolyn Harrington</i>	1104 C St, Antioch		1-19-15
RICHARD AUGUSTA	<i>Richard R. Augusta</i>	1103 C ST ANTIACH		1-19-15

ATTACHMENT "F"

Hello, I hope you are having a good morning so far. My name is Juanito Valentine. I do apologize for disturbing you at such an early hour.

The reason for me knocking on your door at such an early hour is because I am in the middle of seeing one of my dreams become a reality . I am trying to open a body art studio(tattoo shop) at 1614 A street, which is on the corner of 17th and A street. I would like to say that I am the own of this business , but to be completely honest with you.....i am merely just the owner of a simple dream. I am knocking on you door and asking you to help me with my dream by by signing this piece of paper to help support me.

Like youI am a product of this community. I live on E.13th street, and grew up in the house 2 doors down from me. Me, my brothers and sister went to school here. I used to got to the Holy Rosary church with my late Grandmother. Help me live my dream.

Thank you for your time
Respectfully

Juanito Valentine

F1
E1

The Barber Shop 1528 A ST

SMOKE SHOP MINI MARKET 1515 A ST

54 EAST 19TH ST. ANTIOCH CA

11E 16TH ANTIOCH CA 94509 - POOL AND PAER

21 W 16TH ST ANTIOCH CA 94509 CEUISERS

1615 A ST. ANTIOCH CA - SMOKE SHOP -

Audio & Image Sounds 1637 A street

Delta Barber Shop 1631 "A" St. Antioch 94509 (925) 754-0958

2411 Covello Way Antioch, Ca. 94503 (925) 793-1153

1639 A ST Antioch

1663 A ST Antioch CA 94509

43. E 18th St Antioch

Judy Mori 43 East 18th St. Antioch CA 94509

10 W 17th St, Antioch, CA 94509

19 W. 17th ST., Antioch CA. 94509

24 W 17th St Antioch CA 94509

26 - W 17th ST -

W E. anteen Pontoc CA 94509

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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Teri House, CDBG/Housing Consultant

APPROVED BY: Mitch Oshinsky, Interim Community Development Director *MO*

SUBJECT: Review of Tabora Gardens Senior Housing Project and Request for Additional Support

RECOMMENDED ACTION

It is recommended that the City Council receive an update on the 85 unit "Tabora Gardens" Senior Housing project proposed by Satellite Affordable Housing Associates, and indicate by motion its commitment to further support the project with \$1 million in Housing Successor Agency, Neighborhood Stabilization Program (NSP-1), and Community Development Block Grant (CDBG) funds.

STRATEGIC PURPOSE

This action grows Antioch's economy through residential development (Strategy F-3 in the Strategic Plan) by increasing property tax revenue and providing housing for very low and extremely low income seniors. Residents will pay no more than 30% of their income on housing, freeing up more of their income for food, medication, and discretionary purchases.

This project also fulfills a need identified in the Antioch Housing Element for decent, affordable housing for Special Needs Groups, specifically for elderly persons and persons with disabilities.

FISCAL IMPACT

Council is asked to indicate its continuing commitment to this project and to a new allocation of \$1 million in funding as follows:

- \$600,000 in Housing Successor Agency funds
- \$170,000 in NSP-1 funds
- \$212,000 in CDBG Housing Revolving Loan Funds
- \$18,000 in CDBG Entitlement funds.

Council's commitment of funds at this meeting is critical to the submission and potential success of this project to the California Tax Credit Allocation Committee (TCAC) on March 1, 2015.

Resolutions to formally expend funds and adjust the 2014/15 budgets will be brought to Council at a later meeting. In this manner, the Council will not formally amend the budget until Satellite Affordable Housing Associates secures additional non-city funding needed to complete the project. This will also allow staff to publish a notice of a substantial amendment to the 2009-10 Action Plan, which requires a 30-day public comment period before the amendment is implemented.

Previous fiscal impacts of this project includes the following:

- On April 27, 2010 the City Council adopted a resolution approving a Substantial Amendment to the CDBG Action Plan for 2009-10 for the purpose of allocating \$4.04 million in Neighborhood Stabilization Program (NSP) funds. As part of the Substantial Amendment the City Council approved allocating \$1,983,755 to Satellite Housing, Inc. for the development of Tabora Gardens, and \$1,891,510.20 in NSP funds have been spent to date for site acquisition and predevelopment costs.
- On May 10, 2011, the City Council adopted a resolution approving a loan of \$300,000 in ADA Housing Set-Aside Funds to Satellite Housing. The loan was utilized for predevelopment work.

DISCUSSION

Identified Need

Based on the 2012 federal American Community Survey (ACS), 57.9% of elderly (age 65+) households in Antioch have incomes in the extremely low- and very low-income categories. An additional 18% of elderly households fall within the low-income category. Therefore, a total of 75.9% of Antioch elderly are of lower income, as determined by the Department of Housing and Urban Development (HUD).

Housing costs are considered a burden if they constitute more than 30% of a household's income. Approximately 63% of elderly Renter households, and 29% of elderly Homeowner households – a total of 92% of senior households in Antioch - , experienced a housing cost burden as of the 2010 census.

The ACS also estimated that 17.5% of the elderly population has one type of disability and another 22.4% had two or more types of disabilities, meaning that almost 40% of Antioch seniors are disabled. This calls attention to the need for accessible housing units that allow seniors to age in place.

For these reasons, it is critical that Antioch seniors have access to affordable, handicap accessible housing options.

Strategy to Meet Need

Satellite Affordable Housing Associates (“SAHA”) first received Council approval of funding in April 2010. On November 8, 2011, Council approved the planning entitlements for this project. On December 16, 2014 Satellite received approval from the Zoning Administrator for a two-year extension to the expiration date of the entitlements. This project is therefore, “shovel ready” pending funding, and all environmental work complete.

Satellite is proposing the development of Tabora Gardens Senior Apartments, an 85 unit affordable housing community in Antioch for people aged 62 and above. All apartments will be restricted for tenants aged 62 and above with incomes at or below 50% of the area median. The approximately 3.2 acre site is located on the southeast corner of Tabora Drive and James Donlon Boulevard (APN: 072-011-062). Facing a quiet open space preserve, yet with neighborhood amenities in close proximity, the site is ideally located for senior housing.

Tabora Gardens will be comprised of two buildings, two and three stories in height, laid out in an L-configuration. The two buildings will be connected by a bridge of enclosed corridors on the second and third floors. The main entrance of Tabora Gardens will be an inviting atrium located at this area where the two buildings connect. The adjacent first floor area will also contain the majority of the common uses such as the manager and services offices, the main community room and the smaller activity room and computer room. The community room will open to the central garden. The center of the property will feature a landscaped rain garden that will passively treat storm water on site. The rain garden will feature a meandering path, a boardwalk, several seating areas and a meditation area. A low wood fence and two entry arbors filter views of the parking area and lend a sense of separation and privacy to the open space area. Tabora Gardens will be GreenPoint Rated with a score of at least 125.

All of the residential apartments will be one-bedroom units with one two-bedroom apartment set-aside for an onsite resident manager. The 84 one-bedroom homes will average approximately 575 square feet. Many units include a private patio; ten percent will be fully handicap accessible and the remainder adaptable. All of the apartments are designed to maximize wheelchair turning space and will be adaptable throughout. Bathrooms will have accessible fixtures; grab bars, and other fittings. Fully accessible kitchens will include adjustable height counters and sinks and removable under-counter storage. All units and common areas are served by elevator.

Services

In addition to the on-site manager and maintenance technicians, Tabora Gardens will be staffed by a full time on-site service coordinator. The service coordinator's responsibilities will include referring and coordinating supportive services and assessing activities of daily living. Other services planned for Tabora Gardens include on-site support from John Muir Health's Caring Hands Volunteer Caregivers Program, a community based frail elderly support program and mental health agency. SAHA also has an extensive volunteer program where volunteers provide language assistance to

non-native English speakers. With SAHA and several third-party service providers committed to assisting residents maintain their health and independence, residents of Tabora Gardens will be able to age-in-place and improve their economic, physical, mental, and social wellbeing.

SAHA's services team has a demonstrated excellence in keeping its senior residents healthy, engaged in the community, and empowered to age in place. SAHA recently analyzed resident data for a subset of 25 of its senior communities. Key findings include:

1. SAHA's residents have a life expectancy of 83.1 years, which is 8.4 years higher than the nationwide life expectancy for the lowest income quintile.
2. The average age of residents who moved out to assisted living or nursing homes was 87.6, 3.4 years higher than the national average age upon entry to assisted living or nursing care.
3. In the last 12 months, each resident participated in SAHA's services an average of 25 times, with 99.7% participating at least once.

Senior health outcomes are closely correlated to income, yet SAHA has been able to achieve these phenomenal outcomes even though 91% of the 2,075 residents at these properties earn under \$16,000 per year.

Funding

Tabora Gardens has gained substantial support of the Contra Costa Board of Supervisors and they have committed \$3 million in funding, as follows:

- Summer Lake Affordable Housing Fees - \$1,100,000, committed February 25, 2014.
- NSP Funds of \$550,000, committed on February 25, 2014.
- HOPWA funds of \$650,000, committed on February 25, 2014.
- HOME funds of \$700,000, committed on February 25, 2014.

At the February 2014 meeting, the County's Affordable Housing Finance Committee noted that "at \$275,515 per unit, development costs are at the lower end of the range of recently funded and proposed projects" which is a testimony as to the cost effectiveness of Satellite's proposal. The County remains fully in support of the Tabora Gardens project.

In addition to the funding discussed above, SAHA has secured an \$840,000 funding commitment from the Federal Home Loan Bank's Affordable Housing Program and a \$1,081,600 funding commitment from CalHFA's Mental Health Services Act Housing Program.

However, the project has not been successful in obtaining State of California tax credits in either the April or July rounds in 2014. TCAC is currently allocating no more than 15% of its 9% low income housing tax credits to senior projects, meaning that scoring is weighted to favor funding for multifamily projects over senior projects. To score higher, Tabora Gardens must increase local funding by about \$2 million.

Satellite applied for an additional allocation of County HOME funds in the amount of \$1,800,000, which will be considered by the Affordable Housing Finance Committee in April. However, staff has noted that this project has the least amount of funding from a City of any of the projects submitted, which reduces its competitiveness at the County level.

Additional City and County funding of \$2-\$2.25 million will increase the 9% Tax Credit tiebreaker score to 58%, which positions the project well to obtain a tax credit allocation in March or July, and begin construction no later than February 2016.

Alternatives

If additional City of Antioch funding is not invested in Tabora Gardens, the project is highly likely to not garner additional County support, and will not score high enough to be successful in obtaining tax credits in either the March or July rounds.

If the project has not been fully funded by September 2015, then the project is no longer viable, as all funding options will have been exhausted. Satellite will seek a buyer for the property.

The affordability covenants would remain on the property unless lifted by the City. The property could be utilized for affordable multi-family housing or any other type of affordable housing as long as it meets the applicable regulations of the funding sources, since the property remains under the affordability restrictions and the funds would remain with a future affordable project. However, if the property is sold and utilized for any activity other than affordable housing, then the NSP, CDBG and ADA/Successor Agency funds would be required to be returned to the City.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director

SUBJECT: Business License Discovery/Recovery Contract

RECOMMENDED ACTION

It is recommended that the City Council approve entering into a contract for business license discovery/recovery services with MuniServices for a two year term, with the option to renew for an additional two years. The fee is on a contingency basis and will be 32.5% of new revenues generated directly by MuniServices. The fee will apply to revenues for the current tax year, all eligible prior period revenues and any applicable penalties, interest and late charges.

STRATEGIC PURPOSE

This action is essential to Strategy L-4 in the Strategic Plan: "Implement City Council policies and direction," as well as Strategy N-2: "Ensure the City achieves long-term fiscal sustainability." The City Council placed Measure O on the ballot to generate additional revenues for the City's General Fund by instituting a residential landlord tax and raising the minimum business license tax. Measure O aids the City in achieving long-term fiscal sustainability. Council further directed that a Business License Representative and outside discovery/recovery firm be hired. It is important to have tools in place to ensure the City is implementing Measure O and collecting all revenues entitled to achieve the maximum financial impact.

FISCAL IMPACT

The cost of this contract will fluctuate depending on the new revenues generated by MuniServices under the scope of work. The fixed contingent fee will be 32.5% of new revenues collected. For example, \$400,000 in new revenue would equate to \$130,000 in fees. Should the company assist in discovery of rental units under Measure O, \$2,000,000 in new revenue would equate to \$650,000. The fees will be paid out of the new revenue generated and will not be paid from any other General Fund sources or reserves.

DISCUSSION

On December 31, 2014 the City issued Request for Proposal No. 946-1231-15F for business license discovery/recovery services. Bids were due January 29, 2015. Three bids were received. Interviews of two finalists were conducted on February 9, 2015 by a panel of staff members. After careful review of proposals submitted and the results of the interview process, City staff is recommending that the contract be awarded to

MuniServices for a two year term, with the option to renew for another two years. Staff feels that MuniServices qualifications and services that can be provided are best suited for the City's needs. In addition, MuniServices currently provides the City with sales tax services and therefore has a strong working relationship with the City.

MuniServices will provide local tax compliance discovery and audit to assist the City in identifying businesses that are conducting business in the City but are not currently licensed. As part of this, MuniServices will work directly with the business to achieve compliance and explain the City's Municipal Code and policies. MuniServices can also provide deficiency audit services to identify businesses that may not be paying the full amount of tax to which they are subject to under the ordinance.

ATTACHMENTS

- A. Consulting Services Agreement with MuniServices

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
MUNISERVICES, LLC**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and MuniServices, LLC ("Consultant") as of February XX, 2015.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end February XX, 2017, the date of completion specified in the Request for Proposal included in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed 32.5% of new revenues generated by MuniServices for work described in Exhibit A; this fee will apply to revenues for the current tax year, all eligible prior period revenues and any applicable penalties, interest and late charges, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation (outlined in Exhibit B), the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees,

agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

2.2 **Payment Schedule.**

2.2.1 City shall make incremental payments, based on invoices received, [according to the cost proposal attached as Exhibit B], for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant. To the extent permitted by law, upon failure to pay any amount owed to Consultant within thirty (30) days of receipt of such invoice, City shall pay interest at the rate of the lower of the *Wall Street Journal* Prime Rate plus three percent (3%) per annum, or the highest legal rate, and City shall pay a late charge in the amount of (5%) of the outstanding amount of any such invoice more than thirty (30) days in arrears to cover the extra expense involved in handling delinquent payments. City further agrees to pay or reimburse Consultant reasonable attorneys' fees and court costs incurred by Consultant in connection with the collection of amounts owed by City to Consultant.

2.2.2 City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.]

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

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

2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule: not applicable

2.5 **Reimbursable Expenses.** Separate reimbursable expenses are not included in this agreement and compensation will only be provided as outlined in Exhibit B.

- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 or policy equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

4.2. **Automobile Liability Insurance.** ISO Form Number CA 00 01 or policy equivalent covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.3. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4.4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

4.5.1 *Additional Insured Status.* The City, its officers, officials, and employees, are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, or employees, shall be excess of the Contractor's insurance and shall not contribute with it.

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

4.5.4 *Waiver of Subrogation.* With respect to commercial general liability insurance and automobile liability insurance required hereunder, Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the contract of work.

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of two (2) years after completion of contract work.

4.6. **Certificate of Insurance and Endorsements.** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. In the event that Contractor materially breaches any provision of this Agreement, the City reserves the right to require complete, certified copies of all applicable insurance policies, including endorsements required by these specifications.

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

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

4.9 **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

4.10 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the negligent performance of this Agreement by CONSULTANT, its officers, employees, agents, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY. To the maximum extent permitted by law, in no event shall Consultant, its employees, contractors or agents be liable for any indirect, incidental, special, punitive or consequential damages, lost data or cost of procurement of substitute goods or services arising from or related to the services herein, whether for, among other things, breach of warranty or any obligation arising therefrom, and whether liability is asserted in contract or tort (including but not limited to negligence and strict product liability) whether or not CONSULTANT has been advised of the possibility of any such loss or damage.

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

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

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

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

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

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

- 7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon 30 days' written notification to Consultant.

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** Except for Consultant's pre-existing proprietary information and/or processes, all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 **Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City, within reasonable notice. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 **Intellectual Property.** Except for Consultant's pre-existing proprietary information and/or processes, the City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise

owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Notwithstanding the foregoing, Consultant may perform similar services for other government sector clients during the term of this Agreement and City acknowledges that Consultant's representation of such clients is not a conflict of interest.

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

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

- 10.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related

to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Dawn Merchant, Finance Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

Any written notice to City shall be sent to:

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

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

CITY:

CITY OF ANTIOCH

Steven Duran, City Manager

Attest:

Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

Lynn Tracy Nerland, City Attorney

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

CONSULTANT:

MUNISERVICES, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____



Specific Approach and Methodology - Scope of Work

Local Tax Compliance Discovery and Audit

The objective is to assist the City in identifying businesses that are conducting business in City and are not registered with the City. MuniServices Local Tax Compliance ("LTC") Services include identifying any person engaged in or carrying on any profession, trade, calling, occupation or business within the City that are not registered with the City to ensure that the business is properly registered and has made all appropriate payments to the City.

The LTC service to be contracted for will not replace or duplicate the current tax discovery and collections efforts undertaken by the City's employees. Our LTC Services are intended to complement the current efforts by bringing to the City more sophisticated technology, data and door-to-door investigations that may not presently be available to the City.

Program Objectives and Methods

Our LTC service is designed to assist the City in locating tax revenue that the City may not be receiving from its local tax registry. MuniServices provides detection, documentation and correction of errors and omissions causing deficiencies thereby producing new revenue that would not otherwise have been realized by the City. Moreover, our team of 12 full-time, local tax compliance employees works in full and collaborative partnership with City revenue staff to supplement the operations and procedures currently in place.

The LTC service also aims to reduce future errors by informing the businesses that are identified as having errors or omissions about the proper methods of compliance. Informing business owners of the requirements of the ordinance helps to prevent future mistakes by businesses making future enforcement efforts by the City less burdensome for the City.

Local Tax Discovery Services

Local Tax Discovery Services are designed to provide a full service solution to City's business license enforcement procedures. It does not replace current functions, but provides a focused and full-time solution to the identification of entities subject to taxation by the City, which are not properly registered, or otherwise not reporting taxes to the City. In performing the Discovery Services, MuniServices will:

1. Establish a comprehensive inventory of the entities subject to taxation by the City and the database elements needed to facilitate a comprehensive comparative analysis with the City's records of those entities that are properly registered;
2. Compare MuniServices' database of business records with the City's records to identify potential non-reporting and non-registered entities subject to taxation;
3. For each unregistered or non-reporting entities identified and confirmed, assist the entities, as necessary, to complete the City's applicable registration form(s) and determine the amount of tax due for current and prior periods (plus applicable interest and penalties, where appropriate);



4. Invoice entities (including supporting documentation) on behalf of the City for the amount of identified deficiencies, with payment to be remitted to MuniServices;
5. Ensure that all submitted registration forms are completed correctly and in their entirety;
6. Forward all completed registration forms and associated payments to the City in batches at the frequency directed by the City. Applications will be forwarded with copies of the payments and payments deposited into an account designated by the City;
7. Collect the amount of identified deficiencies, together with supporting documentation, and remit payment received to the City in weekly batches. (MuniServices will follow the City's business rules in collecting partial payments or the tax in full at the City's direction.);
8. Establish a call center open during normal business hours to assist entities with questions concerning application of the City's taxes, and reporting and remittance requirements;
9. Educate entities regarding the City's reporting requirements to prevent recurring deficiencies in future years;
10. Contact personnel in sales, operations and/or tax accounting at each target business to determine whether a business license fee is due, when necessary and appropriate. This is accomplished with the highest regard to discretion and professional conduct. MuniServices' LTC audits are predicated on a non-controversial, constructive public relations approach that emphasizes the importance of each business to the City and the mutual benefits of correcting non-reporting errors;
11. Provide reports addressing each taxpayer not reporting, including the business name, address, and telephone number to the City; and
12. Monitor and analyze the business license registration files of the City each quarter in order to determine non-reporting businesses.

Deficiency Audit Services

Local Tax Deficiency Audit Services are designed to identify entities subject to taxation by the City that are not properly reporting the full amount of tax to which they are subject to under the City's ordinances. These Audit Services identify entities that are potentially underreporting, or not reporting all applicable taxes, and MuniServices reviews the entity's records to ensure compliance with the City's taxes. In performing the Audit Services, MuniServices will:

1. Establish a comprehensive inventory of the registered entities subject to taxation by the City and the database elements needed to facilitate an analysis of records of those entity's current and prior year's tax remittance;
2. Compare MuniServices' records with the City's records to identify potential under-reporting entities subject to taxation;



3. Meet with designated City staff to review and discuss potential audit candidates and mutually agree which entities will be subject to review. Only entities mutually agreed by MuniServices and the City to be reviewed shall be subject to MuniServices' audit services.
4. For potential under-reporting entities identified, MuniServices will obtain authorization from the City to conduct a review of the entities' records and determine the amount of tax due for current and prior periods (plus applicable interest and penalties, where appropriate).
5. Submit audit summaries (also referred to as "Deficiency Notice") to the City to permit the City to determine the amount of a deficiency owed, if any.
6. Invoice entity for the amount of identified deficiencies, together with supporting documentation, and remit payment received to the City;
7. If the City elects to have MuniServices conduct payment deposit services, applications will be forwarded with copies of the payments and payments deposited into an account designated by the City; and
8. Educate entity regarding the City's reporting requirements to prevent recurring deficiencies in future years.

Additional Performance Metrics

1. Meet with the City's designated staff to review service objectives, scope, work plan schedule, public relations and logistical matters. MuniServices will also establish an appropriate liaison with the City's coordinator and logical checkpoints for reviewing progress;
2. Review applicable provisions of the City's municipal code and ordinances adopted by the City;
3. Represent the City for purposes of examining records pertaining to the Business Tax to identify and confirm any errors/omissions that are resulting in deficient payment to the City;
4. As necessary, meet with designated City officials to review MuniServices' findings and recommendations; and
5. Provide additional assistance, as necessary, to support the City in recovering and preventing tax deficiencies.



REQUEST FOR PROPOSAL

BUSINESS LICENSE DISCOVERY/RECOVERY

PROPOSAL NO. 946-1231-15F

PROPOSAL DUE DATE: THURSDAY, JANUARY 29, 2015 AT 2:00 PM

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL
RFP No. 946-1231-15F**

BUSINESS LICENSE DISCOVERY/RECOVERY

RELEASE DATE: December 31, 2014

CLOSING DATE: Proposals must be received by Thursday, January 29, 2015
at 2:00 p.m. PST at the address listed below.

CONTACT PERSON: Lisa Saunders, Finance Services Supervisor
925-779-6150
925-779-7054 (fax)
lsaunders@ci.antioch.ca.us

Mailing address:

City of Antioch
Finance Department
P.O. Box 5007
Antioch, CA 94531-5007

Delivery Address:

City of Antioch/Finance Department
200 H St
Antioch, CA 94509

Office Hours: M-T 8:00 a.m. – 5:00 p.m. (through January 8, 2015)
M-F 8:30 a.m. – 4:30 p.m. (effective January 12, 2015)

NOTICE TO BIDDERS

Notice is hereby given that the City of Antioch invites sealed bids for Business License Discovery/Recovery Services. Each proposal shall be in accordance with the conditions and specifications on file in the Office of the Finance Department, City Hall, 200 H St, Antioch, California 94509, where copies of said conditions and specifications may be inspected or obtained. All bids must be in the format specified, enclosed in a sealed envelope and clearly identified with bid title, name of bidder and date of bid opening.

Sealed bids shall be delivered to the Finance Department at the above indicated address on or before 2:00 p.m., Thursday, January 29, 2015. It is the bidder's responsibility to ensure that bids are received prior to the 2:00 p.m. bid closing time as late bids will not be accepted. The City of Antioch reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City. Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Bidders" shall be considered part of any contract made pursuant thereto.

If you downloaded this document from the City of Antioch's website, www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm, it is the vendor's responsibility to check back with the website for any addenda that may have been issued, prior to the proposal due date. Or you may contact the Finance Department at 925-779-7055.

I. BACKGROUND

The City of Antioch was incorporated in 1872 as a general law city operating under the City Council/City Manager form of government. Antioch is a suburban city providing quality police, water, streets, parks, engineering, planning, and administrative services. The City has approximately 285 employees and an annual operating budget in excess of \$124 million.

The City has approximately 3,200 active business licenses, with a fiscal year 2015 budget of \$1,111,000 in business license tax revenue. In November 2014, Antioch voters approved Measure O, an update to the City's existing business license tax. Specifically, Measure O imposes an annual business license tax on residential landlords on the rental or leasing of detached single family dwelling units at \$250.00 per dwelling unit and attached multi-family dwelling units at \$150.00 per dwelling unit. The minimum tax for those businesses subject to the gross receipts tax formula, except for certain home occupation businesses, will be increased to \$100. Measure O became effective December 9, 2014. The ordinance language of Measure O can be found in Exhibit A to the RFP.

Section 1, Chapter 1 of Title 3 of the City's Municipal Code governs the City's business licenses and associated tax. The Municipal Code Chapter can be found at http://www.amlegal.com/antioch_ca/.

The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP, however, the City reserves the right to modify the activities, time line, or any other aspect of the process at any time, as deemed necessary. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing vendors in connection with the preparation or submission of a proposal. The award of any contract shall be contingent on the requisite staff and Council approvals if required. Determination of best value to the City shall be based upon, but not limited to, the following considerations: cost; the ability, capacity, and skill of the proposer to provide the services; the ability of the provider to deliver timely services; the character, integrity, reputation, judgment, experience, and efficiency of the provider. No single factor will determine the final award decision. Please describe all other services that may be used in the determination for award of bid.

II. QUALIFYING REQUIREMENTS

The intent of this RFP is to identify a firm that can offer the highest quality of service at the lowest overall cost to the City of Antioch. The City plans to establish a two (2) year contract, if awarded, commencing approximately March 2, 2015, with an option to renew for an additional two (2) years. The City desires fixed pricing for the four-year contract period.

The City of Antioch reserves the right to cancel the awarded contract with a 30-day written notice for non-compliance of agreed upon proposed specifications.

The firm chosen by the City will be required to obtain a City business license prior to starting services.

III. SCOPE OF WORK

The City of Antioch is seeking to enter into contract with a firm that has demonstrated its ability in providing business license discovery and recovery for a public agency of equal or greater size than the City of Antioch. Business license administration is currently handled by multiple Finance staff and recruitment of a dedicated Business License Representative is in progress. The City utilizes Progressive Solutions Inc. for processing of business license transactions.

A. Required Services

1. Review of City business licenses to ensure that all persons/companies doing business with the City have a current business license. Review may include physical inventory of businesses and/or analyses of State databases such as State Board of Equalization or Franchise Tax Board.
 - a. This review may include assisting the City in determining those persons/businesses that fall in the category of "Residential Landlord" as defined in business license ballot Measure O approved by the voters on November 4, 2014 and effective December 9, 2014 (see Exhibit A). If there is an additional cost associated with this particular service, please detail in the sealed Cost Proposal.
2. For any business that does not have a current business license, achieve licensing compliance from those businesses.
 - a. This may include assisting in achieving licensing compliance from those persons/businesses that fall in the category of "Residential Landlord" (see 1a. above). If there is an additional cost associated with this particular service, please detail in the sealed Cost Proposal.
3. Provide assistance to City in verifying accuracy of "gross receipts" reported by businesses as basis of business license tax amount due.

B. Optional Services

Please detail any additional services your firm provides that it believes may be of value to the City in the administration of Business License. Any additional services detailed may or may not be selected by the City.

IV. PROPOSAL REQUIREMENTS**A. General Requirements**

- a. Inquiries concerning the RFP must be submitted via email to Lisa Saunders, Finance Services Supervisor, at the following email address: lisaunders@ci.antioch.ca.us
- b. Responses will not be made to telephone inquiries.
- c. Proposal Submittal: An original and five copies of the complete request for proposal are required. The original must be clearly marked and contain original signatures and must be easily reproducible. Failure to clearly mark the original and provide original signatures will result in a proposal being found non-responsive and given no consideration. The form of the RFP may be found at www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm. There, the document can be downloaded.

The proposal should be delivered as follows:

Mailing address:

City of Antioch
 Finance Department
 P.O. Box 5007
 Antioch, CA 94531-5007

Delivery Address:

City of Antioch
 Finance Department
 200 H St
 Antioch, CA 94509

B. Format of Technical Proposal

- a. Title Page showing the RFP subject and proposal number; the firm's name; the name, address, telephone number and email address of the contact person and date of proposal.
- b. Table of Contents identifying the materials submitted by section and page number.
- c. Signed Cover Letter briefly stating the proposer's understanding of the services to be performed; the commitment to perform the services within the specified time period and the person authorized to represent the proposer.
- d. Detailed proposal organized in the order set forth in Section C below.

C. Contents of Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to provide assistance to the City with Business License services in conformity with the requirements of this RFP. As such, the substance of the proposals will carry more weight than the form or manner of the presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the engagement.

The Technical Proposal should address all points outlined in the RFP, excluding cost information, which should only be included in the sealed Cost Proposal. The Technical Proposal should be prepared in a straightforward and economical manner, providing a concise description of the proposer's capabilities to satisfy the requirements of this RFP. While additional information may be presented, the following items must be included. They represent the criteria which the proposal will be evaluated. Specific sections of the Technical Proposal should address:

1. Company Qualifications and Experience
 - a. To qualify, the firm must have comprehensive experience in business license processes of local governments. The proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement.
 - b. The proposer must provide a list of all current municipal clients for its business license services it provides.
 - c. The proposer must identify the principal staff who will be assigned to this engagement, including resumes.
2. Similar Engagements with Other Government Entities
 - a. List the most significant engagements performed in the last three (3) years that are similar to the engagement listed in this RFP.
 - b. Provide three (3) local government references that are of similar size and scope of services being requested by the City. For each reference, include the organization name, dates for which the services are being provided, type of service(s) being provided, and the name, address and telephone number of the responsible person within the organization that we may contact. The City reserves the right to contact any or all of the listed references regarding services performed by the proposer.
3. Specific Approach to Discovery/Recovery
 - a. The proposal should set forth a work plan, including an explanation of the methodology to be followed for both the Required Services and Optional Services as described in this RFP.
 - b. The proposal should set forth approach taken to gain an understanding of the City's policies and procedures related to business licensing.
4. City's Consulting Services Agreement
The successful proposer shall be required to execute a Consulting Services Agreement, a

template of which is attached as Exhibit B. If proposer has any questions or proposed deviations to the provisions in this Agreement, those must be set forth in writing in the proposal. Otherwise, the proposer shall be deemed to have accepted all provisions of the Agreement.

No Proposal: If a service requirement or section of the proposal cannot be met by a proposer, then “No Proposal” should be indicated in the Technical Proposal. An alternative equivalent service may be offered.

Contracted Services: If a service is provided by a third party, please indicate this clearly on in the Technical Proposal.

D. Cost Proposal

The sealed cost proposal should identify the detailed pricing information relative to the Required Services and then Optional Services proposer may provide. If a contingency fee structure is proposed, the specific contingency percentage and methodology must be described.

V. EVALUATION OF PROPOSALS

All proposals submitted will be reviewed by a City of Antioch evaluation panel. At the completion of the proposal review, finalists will be asked to provide an in-depth presentation. The panel will select the proposal which best fulfills the City's requirements and represents the best value to the City of Antioch. No single factor will determine the final award decision.

Overall responsiveness to the Request for Proposal is an important factor in the evaluation process. Proposals will be evaluated on the basis of:

- Proposer’s professional qualifications for performing work
- The proposer’s past experience and performance in similar engagements
- Proposer’s success with other clients in achieving full recovery of business license taxes due
- Cost proposal

VI. TENTATIVE RFP SCHEDULE (Subject to Change)

Mail/publish RFP.....	December 31, 2014
Proposal Deadline.....	January 29, 2015 @ 2:00 p.m.
Evaluation of Proposals.....	January 30 – February 6, 2015
Interviews with Finalists.....	Week of February 9, 2015
Notification of Award.....	February 17, 2015
Council Meeting / Approval (if required).....	February 24, 2015
Implementation Kick-off Date.....	March 2, 2015

EXHIBIT 'A'

Exhibit A

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF ANTIOCH
TO UPDATE THE EXISTING BUSINESS LICENSE TAX ORDINANCE TO
INCLUDE A RESIDENTIAL LANDLORD BUSINESS LICENSE TAX AND
TO CONFIRM THE EXISTING BUSINESS LICENSE TAX, WITH AN
INCREASE IN THE MINIMUM TAX**

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

SECTION 1. BUSINESS LICENSING. The following sentence is added to the definition of "Business" in Section 3-1.102 of the Antioch Municipal Code:

"The rental or lease of real property is a Business subject to taxation under this chapter."

SECTION 2. RESIDENTIAL LANDLORD BUSINESS LICENSE TAX. The following provision is added to Chapter 1 of Title 3 of the Antioch Municipal Code to read as follows:

"Section 3-1.217 RESIDENTIAL LANDLORD

(A) In lieu of any other business license tax and subject to subsection (B) below, all those in the business of renting living quarters, including but not limited to a rental dwelling unit as defined in Section 5-20.201 of the Antioch Municipal Code, shall pay the annual license amount indicated in the table immediately below based on the total number of units they are renting or have available for rent within the City of Antioch and the type of unit as defined in the Municipal Code:

Type of Unit	Annual Tax
Single family dwelling unit	\$250.00 per unit
Multi-family dwelling unit including duplexes, condominiums and apartments	\$150.00 per unit

(B) The following living quarters are excepted from this requirement to pay a business license tax based on dwelling units but still must pay the tax based on gross receipts: (i) those that fit within the definition of hospital, hotel, motel, and convalescent and extended care facility and residential care facility as defined in Section 9-5.203 of the Antioch Municipal Code; (ii) those that are exempt as a matter of law; and (iii) those that the Director of Financial Services reasonably determines to be substantially similar in nature to one of the excepted living quarters listed above.

(C) The Director of Financial Services may promulgate policies and procedures to administer this tax.

SECTION 3. CONFIRMATION OF THE EXISTING BUSINESS LICENSE TAX ORDINANCE AND RATE. The business license tax provisions in Chapter 1 of Title 3 of the Antioch Municipal Code are hereby confirmed. Any business not specifically enumerated in Chapter 1 of Title 3 of the Antioch Municipal Code, which the City may tax, shall pay a business license tax according to the average annual gross receipts as defined according to the existing formula in Section 3-1.201 of the Antioch Municipal Code, with the exception that the minimum tax is raised to \$100.00, except for Home Occupation Businesses as defined in Title 9 that are not "Professionals" as defined in Title 3, as to whom the minimum tax shall remain \$25.00:

<i>From</i>	<i>To</i>	<i>Tax</i>
\$0.00	\$20,000.00	\$100.00 (except for non-Professional Home Occupation businesses which shall pay \$25.00)
\$20,001.00	\$1,000,000.00	\$1.25 / \$1,000.00 of gross receipts
\$1,000,001.00 & above		\$1,250.00 plus 20 ¢ / thousand dollars of gross receipts over \$1,000,000.00

SECTION 4. AMENDMENT. This Ordinance may be repealed or amended by the City Council without a vote of the People except as follows: as required by Article XIIC of the California Constitution, any amendment that increases the amount or rate of tax beyond the levels authorized by this Ordinance may not take effect unless approved by a vote of the People. The City Council may impose the tax in any amount or rate which does not exceed the rate approved by the voters of the City.

SECTION 5. REVENUE MEASURE. The tax adopted by this Ordinance is enacted solely to raise revenue for municipal purposes and is not intended for the purpose of regulation. The People of the City determine the tax to be an appropriate general tax for the purpose of raising revenue. Proceeds of the tax will be deposited in the general fund of the City and will be available for any lawful municipal purpose. This Ordinance does not, in itself, authorize the conduct of any business or activity in the City, but merely provides for the taxation of such businesses or activities.

SECTION 6. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The voters of the City hereby declare that they would have adopted this Ordinance and each portion thereof regardless of the fact that an invalid portion or portions may have been present in the Ordinance.

SECTION 7. CEQA. This business license tax to be submitted to the voters is a general tax that can be used for any legitimate governmental purpose. As such, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant impact on the environment. Therefore, under CEQA Guidelines section 15060, review under CEQA is not required.

SECTION 8. EFFECTIVE DATE. This ordinance relates to the levying and collecting of the City's business license tax and shall not take effect until ten days after the certification of its approval by the majority of the voters voting at the general municipal election to be held on November 4, 2014 pursuant to Elections Code section 9217

SECTION 9. CERTIFICATION; PUBLICATION. Upon approval by the voters, the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause it to be published according to law.

Ordinance No. ____ was submitted to the People of the City of Antioch at the November 4, 2014 municipal election. It is hereby certified that this Ordinance was **APPROVED** by the following vote of the People of Antioch:

YES:
NO:

This Ordinance was thereby adopted by the voters at the November 4, 2014 election and took effect 10 days following adoption of a resolution declaring the results of the election at a regular meeting of the City Council held on _____ by the following vote:

AYES:
NOES:
ABSENT:

I hereby certify that the foregoing is a true and correct copy of an ordinance duly and regularly adopted by the People of the City of Antioch, California.

Arne Simonsen,
City Clerk of the City of Antioch



Cost Proposal

Local Tax Compliance Discovery Services

MuniServices' compensation for providing Discovery Services will be a contingency fee of 32.5% of the additional revenue received by the City from the services. The 32.5% will apply to the current tax year, all eligible prior period revenues, and any applicable penalties, interest, and late charges. The contingency fee only applies to revenue actually received by the City. The term "current tax year" shall mean the most recent tax year for which local taxes are due and payable to the City, and in which MuniServices has identified deficiencies.

Discount

Should the City also use MuniServices Business Tax Administration service, the contingency fee is reduced to a 30% contingency fee.

Local Tax Compliance Audit Services

MuniServices' compensation for the Audit Service will be a contingency fee of 32.5%. The 32.5% contingency fee will apply to revenue received by the City as a result of deficiencies identified in the review and will include any eligible prior period revenues together with all applicable penalties, interest and late charges. The City agrees to use reasonable and diligent efforts to collect deficiencies identified by MuniServices.

Discount

Should the City also use MuniServices Business Tax Administration service, the contingency fee is reduced to 30%.

Optional Service - Local Tax Compliance Turn-key Administration Services

MuniServices' compensation for providing the Business License Tax Administration Services will be \$10.00 per license issued. Additionally we offer to administer the City's Transient Occupancy Tax and returns as part of the Administration service.

The per-license fee is adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index - West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. The initial CPI-WU used for the first CPI adjustment will be the CPI-WU for the month in which the agreement is fully signed. The adjustments thereafter will be based on the CPI-WU from December of the prior calendar year. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

Included in the above compensation for Tax Administration Services are:

1. Printing and Mailing costs (for notifications, license issuance, etc.)
2. Ongoing database management and back-up (taxpayer information)
3. Forms processing and funds disbursement (secure lockbox operation)
4. Development and support of an on-line business license filing and payment application.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mike Bechtholdt, Deputy Public Works Director *MB*

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

SUBJECT: Vehicle Replacement Purchase

RECOMMENDED ACTION

It is recommended that the City Council authorize the issuance of a purchase order for eleven (11) Public Works service vehicles to State of California contract #1-14-23-20A low bidder, Downtown Ford Sales, Sacramento, CA in the amount not to exceed \$311,462.55 and an additional \$20,000 for dealer installed auxiliary equipment.

STRATEGIC PURPOSE

Purchasing these vehicles will maintain the City's fleet that serves in the Public Works utility and street maintenance operations in a safe and responsible manner. Timely replacement is key to reducing overall costs and liability associated with an aging fleet.

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and continuing to comply with regulatory requirements of state and federal agencies in that these vehicles are assigned to Public Works utility maintenance and operations divisions.

FISCAL IMPACT

This expenditure is included in the approved fiscal year 2014/15 Vehicle Replacement and Sewer Collection budgets and has no General Fund impact. The City's procurement procedures allow cooperative purchase contracts as an approved competitive bid process. The State of California Contract 1-14-23-10A (attached) is the most cost effective option for this procurement. The total cost for the eleven (11) vehicles is \$311,462.55.

Additionally, Staff is requesting authorization to outfit vehicles as needed with dealer installed auxiliary equipment not to exceed \$20,000 in total. The replaced vehicles will be sold at auction.

DISCUSSION

The City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria and the operational needs of each division. This recommendation replaces the following Public

Works service vehicles at or beyond their useful life and adds one new vehicle to the sewer maintenance division.

<u>Vehicle</u>	<u>Description</u>	<u>Division</u>
668	2000 Dodge Ram 2500	Collections-Sewer
695	2004 Chevy 1500	Collections-Sewer
New	New to Fleet	Collections-Sewer
86	2003 Chevy 1500	Distribution-Water
624	2004 Ford F350	Distribution-Water
689	2003 GMC 1500	Distribution-Water
641	2005 Ford Ranger	Distribution-Water
642	2005 Ford Ranger	Distribution-Water
663	1999 Ford F150	PW-Operations
670	2000 Dodge Ram 2500	PW-Operations
662	1999 Jeep	Water Treatment

The advantages of replacing the high mileage/heavy commercial use vehicles is the reduction of maintenance costs, vehicle emissions, and improved reliability of the newer vehicles. There are no disadvantages of replacing these heavily used vehicles in the service and maintenance of the City's utilities and infrastructure.

Staff is recommending one electric vehicle in this procurement. The recommended electric vehicle would be for Water Treatment Plant operations. Staff will continue to analyze the advantages of purchasing vehicles with alternative propulsion systems for future vehicle procurements.

ATTACHMENTS

A: State of California Contract #1-14-23-20A

QUOTATION

DOWNTOWN FORD SALES
 525 N16th Street, Sacramento, CA. 95814
 916-442-6931 fax 916-491-3138

DF111714450

QUOTATION

Customer	
Name	CITY OF ANTIOCH
Address	
City	CA
Phone	

Date	11/17/2014
REP	FORBESS
Phone	
FOB	

Qty	Description	Unit Price	TOTAL
1	2015 FORD F250 REGULAR CAB 4X4	\$21,719.00	\$21,719.00
1	ALL TERRAIN TIRES	\$118.00	\$118.00
1	CAB STEPS	\$348.00	\$348.00
1	DAYTIME RUNNING LIGTHS	\$42.00	\$42.00
4	EXTRA KEYS	\$78.00	\$312.00
1	REVERSE AID SENSOR	\$229.00	\$229.00
1	REVERSE CAMERA	\$506.00	\$506.00
1	TOW COMMAND BRAKE CONTROLLER	\$253.00	\$253.00
1	UPFITTER SWITCHES	\$118.00	\$118.00
1	WARN 12000# WINCH	\$3,025.00	\$3,025.00
1	SCELZI CROWN SBCR 98-79-49-38V CLOSED TOP	\$4,870.00	\$4,870.00
1	RECEIVER HITCH	\$595.00	\$595.00

1	DOC FEE	\$80.00	\$80.00
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Payment Details	
<input checked="" type="radio"/>	ANTIOCH VEH#668
<input type="radio"/>	
<input type="radio"/>	

		\$32,215.00
	SHIPPING	\$120.00
Taxes	9	\$2,899.35
	TIRE FEE	\$8.75
	TOTAL	\$35,243.10

Office Use Only

\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

QUOTATION

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

DF010915325 R
REVISED 1 9 15

QUOTATION

Customer

Name CITY OF ANTIOCH VEHICLE #670
Address
City CA
Phone

Date 11/17/2014
REP FORBESS
Phone
FOB

Qty	Description	Unit Price	TOTAL
3	2015 FORD F150 REGULAR CAB PICKUP	\$19,171.00	\$57,513.00
3	CHANGE TO SUPERCAB	\$1,987.00	\$5,961.00
3	AM/FM/CD	\$273.00	\$819.00
3	CLOTH SEATING	\$294.00	\$882.00
3	DAYTIME RUNNING LIGHTS	\$42.00	\$126.00
12	EXTRA KEY WITH FOB	\$178.00	\$2,136.00
3	REAR VIEW CAMERA	\$235.00	\$705.00
3	RUNNING BOARDS PLATFORM TYPE	\$235.00	\$705.00
3	TAILGATE STEPS	\$352.00	\$1,056.00
3	TRAILER BRAKE CONTROLLER	\$257.00	\$771.00
3	TRAILER TOW PACKAGE	\$464.00	\$1,392.00
3	POWER GROUP	\$1,079.00	\$3,237.00
3	PRIVACY GLASS	\$375.00	\$1,125.00
3	DOC FEE	\$80.00	\$240.00

Payment Details

- ANTIOCH VEH# 663 \$27,984.79
- ANTIOCH VEH# 689 \$27,984.79
- ANTIOCH VEH# 695 \$27,984.79

		\$76,668.00
	SHIPPING	\$360.00
Taxes	9	\$6,900.12
	TIRE FEE	\$26.25
	TOTAL	\$83,954.37

Office Use Only

\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

QUOTATION

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

DF010915325

QUOTATION

Customer

Name CITY OF ANTIOCH VEHICLE #670
Address
City CA
Phone

Date 1/9/2015
REP FORBESS
Phone
FOB

Qty	Description	Unit Price	TOTAL
1	2015 FORD F350 REGULAR CAB PICKUP 4X4	\$23,839.00	\$23,839.00
1	CAB STEPS	\$348.00	\$348.00
1	DAYTIME RUNNING LIGHTS	\$42.00	\$42.00
4	EXTRA KEYS	\$78.00	\$312.00
1	LIMITED SLIP REAR AXLE	\$366.00	\$366.00
1	REVERSE AID SENSOR	\$229.00	\$229.00
1	REVERSE CAMERA	\$506.00	\$506.00
1	SKID PLATE	\$94.00	\$94.00
1	DRIVER SIDE SPOT LAMP	\$484.00	\$484.00
1	TAILGATE STEP	\$352.00	\$352.00
1	TELESCOPING TRAILER MIRRORS	\$118.00	\$118.00
1	TOMMY GATE	\$3,150.00	\$3,150.00
1	TOW COMMAND BRAKE CONTROLLER	\$253.00	\$253.00
1	UPFITTER SWITCHES	\$118.00	\$118.00

1	DOC FEE	\$80.00	\$80.00
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Payment Details

- ANTIOCH NEW - SEWER COLLECTIONS

		\$30,291.00
	SHIPPING	\$120.00
Taxes	9	\$2,726.19
	TIRE FEE	\$8.75
	TOTAL	\$33,145.94

Office Use Only

\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

QUOTATION

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

DF111714440 R
REVISED 2 17 15

QUOTATION

Customer		Date	
Name	CITY OF ANTIOCH	11/17/2014	
Address		REP	FORBESS
City	CA	Phone	
Phone		FOB	

Qty	Description	Unit Price	TOTAL
3	2015 FORD F150 REGULAR CAB PICKUP	\$19,171.00	\$57,513.00
3	AM/FM/CD	\$273.00	\$819.00
3	DAYTIME RUNNING LIGHTS	\$42.00	\$126.00
12	EXTRA KEY WITH FOB	\$178.00	\$2,136.00
3	POWER GROUP	\$1,079.00	\$3,237.00
3	REAR VIEW CAMERA	\$235.00	\$705.00
3	RUNNING BOARDS PLATFORM TYPE	\$235.00	\$705.00
3	TRAILER TOW PACKAGE	\$464.00	\$1,392.00

3 DOC FEE \$80.00 \$240.00

Payment Details	
<input type="radio"/>	ANTIOCH VEH #s 086 \$24,425.94
<input type="radio"/>	ANTIOCH VEH #s 641 \$24,425.94
<input checked="" type="radio"/>	ANTIOCH VEH #s 642 \$24,425.94

		\$66,873.00
	SHIPPING	\$360.00
Taxes	9	\$6,018.57
	TIRE FEE	\$26.25
	TOTAL	\$73,277.82

Office Use Only

\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

QUOTATION

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

DF010915325
REVISED 1 9 15

QUOTATION

Customer	
Name	CITY OF ANTIOCH VEHICLE #670
Address	
City	CA
Phone	
Date	1/9/2015
REP	FORBESS
Phone	
FOB	

Qty	Description	Unit Price	TOTAL
1	2015 FORD F350 REGULAR CAB PICKUP	\$20,623.00	\$20,623.00
-1	DELETE PICKUP BOX	\$202.00	(\$202.00)
1	CAB STEPS	\$348.00	\$348.00
1	DAYTIME RUNNING LIGTHS	\$42.00	\$42.00
4	EXTRA KEYS	\$78.00	\$312.00
1	SPOT LAMP DRIVER SIDE	\$484.00	\$484.00
1	TOW COMMAND BRAKE CONTROLLER	\$253.00	\$253.00
1	UPFITTER SWITCHES	\$118.00	\$118.00

1	DOC FEE	\$80.00	\$80.00
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Payment Details	
<input type="radio"/>	
<input checked="" type="radio"/>	ANTIOCH VEH#624
<input type="radio"/>	

		\$22,058.00
	SHIPPING	\$120.00
Taxes	9	\$1,985.22
	TIRE FEE	\$8.75
	TOTAL	\$24,171.97

Office Use Only

\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

QUOTATION

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

DF010915325

QUOTATION

Customer

Name CITY OF ANTIOCH VEHICLE #670
Address
City CA
Phone

Date 1/9/2015
REP FORBESS
Phone
FOB

Qty	Description	Unit Price	TOTAL
1	2015 FORD F350 REGULAR CAB PICKUP 4X2	\$20,623.00	\$20,623.00
1	CAB STEPS	\$348.00	\$348.00
1	DAYTIME RUNNING LIGHTS	\$42.00	\$42.00
4	EXTRA KEYS	\$78.00	\$312.00
1	REVERSE AID SENSOR	\$229.00	\$229.00
1	REVERSE CAMERA	\$506.00	\$506.00
1	DRIVER SIDE SPOT LAMP	\$484.00	\$484.00
1	TAILGATE STEP	\$352.00	\$352.00
1	TELESCOPING TRAILER MIRRORS	\$118.00	\$118.00
1	TOW COMMAND BRAKE CONTROLLER	\$253.00	\$253.00
1	UPFITTER SWITCHES	\$118.00	\$118.00

1	DOC FEE	\$80.00	\$80.00
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Payment Details

- ANTIOCH VEH# 670

		\$23,465.00
	SHIPPING	\$120.00
Taxes	9	\$2,111.85
	TIRE FEE	\$8.75
	TOTAL	\$25,705.60

Office Use Only

\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

QUOTATION

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

DF010915325 R
REVISED 1 9 15

QUOTATION

Customer

Name CITY OF ANTIOCH VEHICLE #670
Address
City CA
Phone

Date 9/9/2014
REP FORBESS
Phone
FOB

Qty	Description	Unit Price	TOTAL
1	2015 FORD FOCUS ELECTRIC	\$31,678.00	\$31,678.00
1	DAYTIME RUNNING LIGHTS	\$42.00	\$42.00
4	EXTRA KEY	\$195.00	\$780.00
1	PRIVACY GLASS	\$295.00	\$295.00

1	DOC FEE	\$80.00	\$80.00
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Payment Details

- ANTIOCH VEH# 662

		\$32,875.00
	SHIPPING	\$120.00
Taxes	9	\$2,958.75
	TIRE FEE	\$7.00
	TOTAL	\$35,960.75

Office Use Only

\$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ahmed Abu-Aly, Associate Engineer, Capital Improvements Division **AA**

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

SUBJECT: Sidewalk and Pedestrian Improvements (P.W. 409-3)

RECOMMENDED ACTION

It is recommended that the City Council award the Sidewalk and Pedestrian Improvements project to the low bidder, J.J.R. Construction, Inc., in the amount of \$594,841 and authorize the Director of Finance to amend the 2014-2015 Capital Improvement Budget to increase the project budget by \$150,000 to \$650,000.

STRATEGIC PURPOSE

This program will support Strategy K-4 by pursuing grant funding to improve infrastructure; and Strategy K-5 by reducing City liability from third party claims by increasing and enhancing ADA accessibility and reducing trip hazards along Cavallo Road/Garrow Drive from Wilbur Avenue to Davison Drive, East Tregallas Road from Hillcrest Avenue to Lone Tree Way, and Drake Street from "A" to "G" Street.

FISCAL IMPACT

The approval of this amendment will increase the current FY 14/15 CIP budget for this project to \$650,000 to be funded as follows: \$330,000 from Safe Routes to School grant and \$320,000 from Measure J funds.

DISCUSSION

The City received federal grant funding from the federal Safe Routes to School Program and/or Congestion Mitigation and Air Quality Improvement (CMAQ) program in the amount of \$330,000 for sidewalk and pedestrian improvements and new curb ramps that meet ADA standards along Cavallo Road/Garrow Drive from Wilbur Avenue to Davison Drive, East Tregallas Road from Hillcrest Avenue to Lone Tree Way, and Drake Street from "A" to "G" Street.

On February 10, 2015, five (5) bids were received and opened as shown on the attached tabulation. The low bid was submitted by J.J.R. Construction, Inc. of San Mateo in the amount of \$594,841. The \$650,000 project budget includes staff time, material testing and construction contingency. The bids have been checked and found to be without any errors or omissions.

ATTACHMENTS

A: Tabulation of Bids

7.

ATTACHMENT "A"

<p>CITY OF ANTIOCH</p> <p>TABULATION OF BIDS</p>						
<p>JOB TITLE: Sidewalk and Pedestrian Improvements (P.W. 409-3)</p>						
<p>BIDS OPENED: February 10, 2015 ~ 2:00 p.m. City Council Chambers</p>						
	<p>Engineer's Estimate</p>	<p>J.J.R. Construction, Inc. San Mateo</p>	<p>Sposeto Engineering, Inc. Livermore</p>	<p>Nor-Cal Concrete Suisun</p>	<p>Lister Construction, Inc. Vacaville</p>	<p>CF Contracting, Inc. San Francisco</p>
TOTAL BID PRICE	\$650,000.00	\$594,841.00	\$641,576.25	\$650,655.00	\$701,925.00	\$1,042,150.00

<p>J.J.R. Construction, Inc.</p>	<p>Sposeto Engineering, Inc.</p>	<p>Nor-Cal Concrete</p>	<p>Lister Construction, Inc.</p>	<p>CF Contracting, Inc.</p>
<p><u>Tree Removal</u> Mountain F. Enterprises Saw-cutting Del Secco Diamond Core</p>	<p><u>Tree Removal</u> Mountain F. Enterprises</p>	<p><u>Trucking</u> LS Trucking, Inc. <u>Tree Removal</u> Mountain F. Enterprises</p>	<p><u>Trucking/Demo/Baserock</u> De La Torre Trucking <u>Cut concrete/asphalt</u> California Cut & Core</p>	<p><u>Demo & Concrete</u> Pascaul Diz Construction <u>Traffic Control</u> CMC Traffic</p>



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynne Filson, Assistant City Engineer *LF*

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

SUBJECT: Ordinance Amending Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code and Changing the Prima Facie Speed Limit on Various Roadways (PW 282-3A)

RECOMMENDED ACTION

It is recommended that the City Council introduce, by title only, an Ordinance amending Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code "Special Speed Zones" in order to change the prima facie speed limit on certain streets.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way, as well as Strategy K-5, by reducing the City's liability from third party claims and continuing to comply with regulatory requirements of state and federal agencies. This item also supports Strategy A-2 in the Strategic Plan related to deploying police resources in a strategic manner as it is an initial step to being able to use radar to issue more traffic citations for speeding.

FISCAL IMPACT

Minor costs will be incurred to remove and replace existing speed limit signs on the affected streets.

DISCUSSION

The California Vehicle Code (CVC) Section 40802 requires that engineering and traffic surveys for speed limits should be conducted once every five, seven or ten years by governing municipalities in order to use radar or any other electronic device as a means of speed limit enforcement on "Arterial" and "Collector" streets as shown on the Functional Classification Maps of the Federal Highway Administration. Streets identified on the maps as "Local" are exempt from the requirement. Roadways not shown on the map, usually newer roads, must meet certain criteria to be classified as "Local"; otherwise they are considered an "Arterial" or a "Collector" road.

Arterial and Collector Roadways

The attached Citywide Engineering and Traffic Survey (Report) presents the results of the engineering and traffic survey conducted in 2014 by TJKM Transportation Consultants for the City of Antioch (Attachment C). The report includes a summary of

radar speed surveys, daily traffic counts, traffic accidents, and an analysis of roadway conditions for 68 identified street segments on arterial and collector streets in Antioch.

The purpose of this Report is to evaluate if the speed limits currently posted on these segments are still appropriate for enforcement and to provide any recommended speed limit changes in accordance with current State of California regulations and guidelines.

Speed limits are established primarily for protecting the public from the unreasonable behavior of reckless, unreliable, or dangerous drivers. Speed limits are generally established at or near the 85th percentile speed. The 85th percentile speed, also referred to as the critical speed, is defined as the speed at or below which 85 percent of traffic is moving in free flow conditions. Speed limits established on this basis conform to the consensus of those who drive on the roadways as to what speed is reasonable and safe under normal driving conditions.

The current standard, as described in the California Manual on Uniform Traffic Control Devices is to consider the speed limit at the nearest five miles per hour (mph) increment of the critical speed. However, a reduction of five mph is allowable to meet the needs of the community if justification is provided in accordance with the CVC through an engineering and traffic survey. Significant factors in determining reasonable and safe speed limits that are most appropriate to facilitate the orderly movement of traffic include prevailing speeds, accident rates, unexpected roadway conditions, and adjacent land uses, including residential and commercial densities. A more detailed discussion of current State regulations and guidelines is provided in the Speed Limit Recommendations section of the report. Applicable CVC Code sections are summarized in the California Vehicle Code Requirements section.

Based on current State regulations and guidelines, recommendations are made in this report for the 68 identified Antioch roadway segments. A change in speed limit is recommended for the following four arterial and collector roadway segments:

1. Hillcrest Avenue from E. 18th Street to Sunset Drive – 35 mph to 40 mph
2. L Street from W. 10th Street to its northerly terminus – 25 mph to 30 mph
3. Lone Tree Way from SR4 to Putnam Street – 30 mph to 35 mph
4. Somersville Road from Buchanan Road to James Donlon Boulevard – 35 mph to 45 mph (this segment is currently posted at 45 mph with the recent widening and improvements)

In addition, updates to the Municipal Code are being recommended to bring it into conformance with the speed limits currently posted on the street and recommended in the Report.

Local Roadways

Roadways shown on the Functional Classification Maps of the Federal Highway Administration as “Local” roads are not required to have an Engineering and Traffic Survey (and were not included in the recent report). However, speed limits should be set at speeds that would be anticipated by motorists to promote conformance with all speed limit laws.

A change in speed limit is recommended for the following two local roadway segments:

1. Larkspur Drive from Hillcrest Avenue to Belle Drive – 40 mph to 35 mph
2. Canada Valley Road between Country Hills Drive and Laurel Road – 40 mph to 35 mph

Municipal Code

Updates to the City Municipal Code are being recommended to bring it into conformance with the speed limits currently posted on the street and recommended in the Report. The proposed Ordinance is Attachment A and a redline of the revisions is Attachment B.

Antioch Police Department

Police department staff has reviewed the report and agrees with the findings. Qualified and trained officers assigned to the traffic bureau would be able to enforce speed limits upon arterial and collector streets with current and valid speed surveys through the use of electronic devices such as radar and lidar.

ATTACHMENTS

- A: Proposed Ordinance
- B: Redline/Strikeout of Municipal Code Section 4-5.1501
- C: Citywide Engineering and Traffic Survey (excluding appendices)

ATTACHMENT "A"

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTIONS 4-5.1501 OF THE ANTIOCH MUNICIPAL CODE
IN ORDER TO CHANGE THE PRIMA FACIE SPEED LIMIT ON
VARIOUS STREETS**

WHEREAS, Engineering and Traffic Surveys are required by the State of California to establish speed limits on arterial and collector streets within a municipality as shown on the Functional Classification Maps of the Federal Highway Administration and to enforce those limits using radar or other speed measuring devices; and

WHEREAS, TJKM Transportation Consultants prepared an "Engineering and Traffic Surveys – Draft Report", dated February 6, 2015, recommending revisions to the speed limit on various arterial and collector streets; and

WHEREAS, municipalities within the State of California are required to set the speed limits on local streets as shown on the Functional Classification Maps of the Federal Highway Administration. Engineering and Traffic Surveys are *not* required on local streets to establish speed limits, however speed limits must conform to various sections of the California Vehicle Code; and

WHEREAS, staff is recommending changes to the speed limits on various local streets; and

WHEREAS, updates and cleanup to the municipal code are required due to the construction of new roadways and annexations;

WHEREAS, the City of Antioch is required to memorialize changes to speed limits by ordinance per the California Vehicle Code (CVC 22357); and

WHEREAS, Antioch Municipal Code Sections 4-5.1501.5 and 4-5.1501.6, which set speed limits on various streets at 35 and 40 respectively, will be affected by the proposed ordinance revisions;

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code is hereby amended to read as follows in its entirety:

"§ 4-5.1501 SPEED LIMITS ESTABLISHED.

The Council, on the basis of engineering and traffic investigations and surveys, has determined that the speeds permitted by state laws, as applicable to certain city streets, are different than those necessary for safe operation thereon under the conditions found to exist on such streets. It is hereby declared

that the prima facie speed limit shall be as set forth in this article on those streets, or parts of streets, within the city when signs giving notice thereof have been erected upon such streets.

§ 4-5.1501.1 FIFTEEN MILES PER HOUR.

The speed limit shall be 15 miles per hour on the following streets or parts of streets: Parker Lane from Cavallo Road to its easterly terminus 465 feet east of Cavallo Road.

§ 4-5.1501.2 TWENTY MILES PER HOUR.

The speed limit shall be 20 miles per hour on the following streets or parts of streets: (none).

§ 4-5.1501.3 TWENTY-FIVE MILES PER HOUR.

The speed limit shall be 25 miles per hour on the following streets or parts of streets: All city streets except those designated otherwise in this article.

§ 4-5.1501.4 THIRTY MILES PER HOUR.

The speed limit shall be 30 miles per hour on the following streets or parts of streets:

- (A) A Street Wilbur Avenue to State Route 4;
- (B) East Tregallas Road from Lone Tree Way to Garrow Drive;
- (C) East 18th Street from A Street to Cavallo Road;
- (D) Buchanan Road from Delta Fair Boulevard to Contra Loma Boulevard Road;
- (E) Delta Fair Boulevard from Belle Drive to Buchanan Road;
- (F) Sycamore Drive from the east boundary of Somersville Road to the west boundary of L Street;
- (G) Willow Avenue from East Eighteenth Street to the north boundary of Oakley Road;
- (H) Oakley Road from the west boundary of Willow Avenue to the east boundary of Viera Avenue;
- (I) Viera Avenue from East 18th Street to its southerly terminus;
- (J) Fitzuren Road from Contra Loma Boulevard to Minta Lane;
- (K) San Jose Drive from Delta Fair Boulevard to Buchanan Road;
- (L) Black Diamond Drive;
- (M) Country Hills Drive from Lone Tree Way to Deer Valley Way;
- (N) Country Hills Drive from Hillcrest Avenue to Laurel Road
- (O) Mokelumne Drive from Lone Tree Way to Prewett Ranch Road;
- (P) Wildflower Drive from Hillcrest Avenue to Deer Valley Road;
- (Q) Mt. Hamilton Drive from Golf Course Road to Dallas Ranch Road;
- (R) Sand Creek Road north of Lone Tree Way;
- (S) Vista Grande Drive;
- (T) Wilson Street;
- (U) Fairview Drive;
- (V) Canada Valley Road.

§ 4-5.1501.5 THIRTY-FIVE MILES PER HOUR.

The speed limit shall be 35 miles per hour on the following streets or parts of streets:

- (A) Lone Tree Way from State Route 4 to James Donlon Boulevard;
- (B) Cavallo Road from Wilbur Avenue to 18th Street;
- (C) East Tregallas Road from Garrow Drive to Hillcrest Avenue;
- (D) Sunset Drive from Cavallo Road to Hillcrest Avenue;
- (E) East 18th Street from Cavallo Road to Hillcrest Avenue;
- (F) Hillcrest Avenue from East 18th Street to East Tregallas Road;
- (G) West Tenth Street from Somersville Road to L Street;
- (H) L Street from West Tenth Street to the Freeway;
- (I) Contra Loma Boulevard from Buchanan Road to James Donlon Boulevard;
- (J) Buchanan Road from Somersville Road to Delta Fair Boulevard;
- (K) Delta Fair Boulevard from the west city limits to Belle Drive;
- (L) Somersville Road from the north city limits to the south city limits;
- (M) Davison Drive from Lone Tree Way to Hillcrest Avenue;
- (N) Verne Roberts Circle;
- (O) Golf Course Road;
- (P) Prewett Ranch Road from Dallas Ranch Road to Deer Valley Road;
- (Q) Frederickson Lane;
- (R) W. 4th Street from Somersville Road to L Street;
- (S) Larkspur Drive from Hillcrest Avenue to Bluebell Circle;

§ 4-5.1501.6 FORTY MILES PER HOUR.

The speed limit shall be 40 miles per hour on the following streets or parts of streets:

- (A) Wilbur Avenue from A Street to 1600 feet east of Minaker Drive;
- (B) James Donlon Boulevard between Lone Tree Way & Somersville Road;

§ 4-5.1501.7 FORTY-FIVE MILES PER HOUR.

The speed limit shall be 45 miles per hour on the following streets or parts of streets:

- (A) Dallas Ranch Road;
- (B) East 18th Street from Hillcrest Avenue to the east city limits;
- (C) Hillcrest Avenue south of East Tregallas Road;
- (D) Buchanan Road from the west city limits to Somersville Road;
- (E) Oakley Road from Willow Avenue to the east city limits;
- (F) Lone Tree Way from James Donlon Boulevard to the easterly city limits;
- (G) Deer Valley Road;
- (H) Laurel Road;
- (I) Wild Horse Road;
- (J) Somersville Road south of Buchanan Road

- (K) Wilbur Avenue from 1600 feet east of Minaker to the easterly city limits;
- (L) Heidorn Ranch Road;
- (M) Sand Creek Road.

§ 4-5.1501.8 FIFTY MILES PER HOUR.

The speed limit shall be 50 miles per hour on the following streets or parts of streets: West Tenth Street from the west city limits to Somersville Road.

§ 4-5.1501.9 FIFTY-FIVE MILES PER HOUR.

The speed limit shall be 55 miles per hour on the following streets or parts of streets: None.

§ 4-5.1502 SIGNS ERECTED TO DESIGNATE SPEED LIMITS.

The City Traffic Engineer is directed to have signs erected upon the streets at appropriate **locations** giving notice of the limits established by § 4-5.1501 of this article.

§ 4-5.1503 REGULATION OF SPEED BY TRAFFIC SIGNALS.

The City Traffic Engineer is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner at speeds slightly at variance from speeds otherwise applicable within the district or intersections and shall erect appropriate signs giving notice thereof.”

SECTION 2. CEQA.

This Ordinance is not a “project” subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment, subject to a statutory exemption contained in CEQA Guidelines section 15369(b), or subject to a categorical exemption contained in CEQA Guidelines sections 15301, 15302, 15303, 15304, 15307, 15308, and 15309.

SECTION 3. This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be as required in the California Government Code in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 24th day of February 2015 and passed and adopted at a regular meeting thereof, held on the ___ day of _____ 2015 by the following vote:

A4

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Mayor of the City of Antioch

City Clerk of the City of Antioch

(PW 282-3A)

ATTACHMENT "B"

PROPOSED MUNICIPAL CODE "RED-LINE/STRIK-OUT"

§ 4-5.1501 SPEED LIMITS ESTABLISHED.

The Council, on the basis of engineering and traffic investigations and surveys, has determined that the speeds permitted by state laws, as applicable to certain city streets, are different than those necessary for safe operation thereon under the conditions found to exist on such streets. It is hereby declared that the prima facie speed limit shall be as set forth in this article on those streets, or parts of streets, within the city when signs giving notice thereof have been erected upon such streets.

§ 4-5.1501.1 FIFTEEN MILES PER HOUR.

The speed limit shall be 15 miles per hour on the following streets or parts of streets: Parker Lane from Cavallo Road to its easterly terminus 465 feet east of Cavallo Road.

§ 4-5.1501.2 TWENTY MILES PER HOUR.

The speed limit shall be 20 miles per hour on the following streets or parts of streets: (none).

§ 4-5.1501.3 TWENTY-FIVE MILES PER HOUR.

The speed limit shall be 25 miles per hour on the following streets or parts of streets: All city streets except those designated otherwise in this article.

§ 4-5.1501.4 THIRTY MILES PER HOUR.

The speed limit shall be 30 miles per hour on the following streets or parts of streets:

- (A) A Street and its southerly ~~Lone Tree Way extension~~ from Wilbur Avenue to ~~Putnam Street~~ State Route 4;
- (B) East Tregallas Road from Lone Tree Way to Garrow Drive;
- (C) East 18th Street from A Street to Cavallo Road;
- (D) Buchanan Road from Delta Fair Boulevard to Contra Loma Boulevard Road;
- (E) Delta Fair Boulevard from ~~Desrys Boulevard~~ Belle Drive to Buchanan Road;
- (F) Sycamore Drive from the east boundary of Somersville Road to the west boundary of L Street;
- (G) Willow Avenue from East Eighteenth Street to the north boundary of Oakley Road;
- (H) Oakley Road from the west boundary of Willow Avenue to the east boundary of Viera Avenue;
- (I) Viera Avenue from East 18th Street to its southerly terminus;
- (J) Fitzuren Road from Contra Loma Boulevard to Minta Lane;
- (K) San Jose Drive from Delta Fair Boulevard to Buchanan Road;
- (L) Black Diamond Drive;
- (M) Country Hills Drive from Lone Tree Way to Deer Valley Way;
- ~~(M)~~(N) Country Hills Drive from Hillcrest Avenue to Laurel Road

- ~~(N)~~~~(O)~~ Mokelumne Drive from Lone Tree Way to Prewett Ranch Road;
- ~~(O)~~~~(P)~~ Wildflower Drive from Hillcrest Avenue to Deer Valley Road;
- ~~(P)~~~~(Q)~~ Mt. Hamilton Drive from Golf Course Road to Dallas Ranch Road;
- ~~(Q)~~~~(R)~~ Sand Creek Road north of Lone Tree Way;
- ~~(R)~~~~(S)~~ Vista Grande Drive;
- ~~(S)~~~~(T)~~ Wilson Street; and
- ~~(U)~~ Fairview Drive;
- ~~(V)~~ Canada Valley Road.

§ 4-5.1501.5 THIRTY-FIVE MILES PER HOUR.

The speed limit shall be 35 miles per hour on the following streets or parts of streets:

- (A) Lone Tree Way from ~~Putnam Street~~State Route 4 to James Donlon Boulevard;
- (B) Cavallo Road from Wilbur Avenue to 18th Street;
- (C) East Tregallas Road from Garrow Drive to Hillcrest Avenue;
- (D) Sunset Drive from Cavallo Road to Hillcrest Avenue;
- (E) East 18th Street from Cavallo Road to Hillcrest Avenue;
- (F) Hillcrest Avenue from East 18th Street to East Tregallas Road;
- (G) West Tenth Street from Somersville Road to L Street;
- (H) L Street from West Tenth Street to the Freeway;
- (I) Contra Loma Boulevard from Buchanan Road to James Donlon Boulevard;
- (J) Buchanan Road from Somersville Road to Delta Fair Boulevard;
- (K) Delta Fair Boulevard from the west city limits to ~~300 feet west of Belle Drive;~~
- ~~(L)~~ Auto Center Drive from West 4th Street to State Route 4;
- ~~(L)~~~~(M)~~ Somersville Road from the north city limits to the south city limitsState Route 4 to Buchanan Road;
- ~~(M)~~~~(N)~~ Davison Drive from Lone Tree Way to Hillcrest Avenue;
- ~~(N)~~~~(O)~~ Verne Roberts Circle;
- ~~(O)~~~~(P)~~ Golf Course Road;
- ~~(P)~~~~(Q)~~ Prewett Ranch Road from Dallas Ranch Road to Deer Valley Road;
- ~~(Q)~~~~(R)~~ Frederickson Lane; and
- ~~(S)~~ W. 4th Street from Somersville Road to L Street;
- ~~(T)~~ Larkspur Drive from Hillcrest Avenue to Bluebell Circle;

§ 4-5.1501.6 FORTY MILES PER HOUR.

The speed limit shall be 40 miles per hour on the following streets or parts of streets:

- ~~(A)~~ Wilbur Avenue from A Street to Cavallo Road1600 feet east of Minaker Drive;
- ~~(B)~~ Larkspur Drive from the east boundary of Hillcrest Avenue to the northwesterly boundary of Bluebell Circle;
- ~~(C)~~ Wilbur Avenue from Cavallo Road to Minaker Drive;

~~(D)(B)~~ James Donlon Boulevard between Lone Tree Way & Somersville Road;
and
~~Canada Valley Road between Lone Tree Way and Laurel Road.~~

§ 4-5.1501.7 FORTY-FIVE MILES PER HOUR.

The speed limit shall be 45 miles per hour on the following streets or parts of streets:

- (A) Dallas Ranch Road;
- (B) East 18th Street from Hillcrest Avenue to the east city limits;
- (C) Hillcrest Avenue from south of East Tregallas Road to Lone Tree Way;
- (D) Buchanan Road from the west city limits to Somersville Road;
- (E) Oakley Road from the east boundary of Willow Avenue to the east city limits;
- (F) Lone Tree Way from James Donlon Boulevard to ~~Hillcrest Avenue~~ the easterly city limits;
- (G) Deer Valley Road north of Lone Tree Way;
- ~~(H) Hillcrest Avenue south of Lone Tree Way;~~
- ~~(H)~~ Laurel Road;
- (I) Wild Horse Road;
- (J) Somersville Road south of Buchanan Road;
- ~~(K) Deer Valley Road south of Lone Tree Way (improved section); and~~
- (K) Lone Tree Way east of Hillcrest Avenue. Wilbur Avenue from 1600 feet east of Minaker to the easterly city limits;
- (L) Heidorn Ranch Road;
- ~~(L)~~ (M) Sand Creek Road.

§ 4-5.1501.8 FIFTY MILES PER HOUR.

The speed limit shall be 50 miles per hour on the following streets or parts of streets: West Tenth Street from the west city limits to Somersville Road.

§ 4-5.1501.9 FIFTY-FIVE MILES PER HOUR.

The speed limit shall be 55 miles per hour on the following streets or parts of streets: None.

- ~~(A) Lone Tree Way from Hillcrest Avenue to the easterly city limits; and~~
- ~~(B) Sand Creek Road south of Lone Tree Way.~~

Draft Report

Citywide Engineering and Traffic Survey

Antioch, California

February 6, 2015



Transportation
Consultants



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- Appendix A – Detailed Speed Survey Forms
- Appendix B – Recommended Speed Survey Summary



C2



Introduction and Summary

Introduction

This report presents the results of the engineering and traffic survey conducted in 2014 by TJKM Transportation Consultants for the City of Antioch. The survey includes a summary of radar speed surveys, daily traffic counts, traffic accidents, and an analysis of roadway conditions for 68 identified street segments on arterial, collector, and local streets in Antioch.



The purpose of this survey is to evaluate if the speed limits currently posted on these segments are still appropriate for enforcement and to provide any recommended speed limit changes in accordance with current State of California regulations and guidelines. California Vehicle Code (CVC) Section 40802 requires that engineering and traffic surveys for speed limits should be conducted once every five, seven or ten years by governing municipalities in order to use radar or any other electronic device as a means of speed limit enforcement. Streets defined as "local streets and roads" as described in the amended subdivision (b) of Section 40802 "Speed Trap" of the CVC, effective January 1, 1982, are exempted.



Speed limits are established primarily for protecting the public from the unreasonable behavior of reckless, unreliable, or dangerous drivers. Speed limits are generally established at or near the 85th percentile speed. The 85th percentile speed, also referred to as the critical speed, is defined as the speed at or below which 85 percent of traffic is moving in free flow conditions. Speed limits established on this basis conform to the consensus of those who drive on the roadways as to what speed is reasonable and safe under normal driving conditions.



The current standard as described in the California Manual on Uniform Traffic Control Devices is to consider the speed limit at the nearest five miles per hour (mph) increment of the critical speed. However, a reduction of five mph is allowable to meeting needs of the community if justification is provided in accordance with the CVC through an engineering and traffic survey. Significant factors in determining reasonable and safe speed limits that are most appropriate to facilitate the orderly movement of traffic include prevailing speeds, accident rates, unexpected roadway conditions, and adjacent land uses, including residential and commercial densities. A more detailed discussion of current State regulations and guidelines is provided in the Speed Limit Recommendations section of the report. Applicable CVC Code sections are summarized in the California Vehicle Code Requirements section.



Summary

Based on current State regulations and guidelines, recommendations are made in this report for the 68 identified Antioch roadway segments. Copies of speed survey data and subsequent analysis are included in Appendix A and a speed survey summary sheet and final recommendation for each of the segment is included in Appendix B. The existing and recommended speed limits for each street segment are summarized in Table 1. A change in speed limit is recommended for the following four roadway segments:



1. Segment 34 - Hillcrest Avenue from 18th Street to Sunset Drive – 35 miles per hour (mph) to 40 mph
2. Segment 39 - L Street from 2nd Street to 10th Street – 25mph to 30 mph
3. Segment 44 - Lone Tree Way from SR-4 to Putnam Street – 30 mph to 35 mph
4. Segment 57 - Somerville Road from Buchanan Road to James Donlon Boulevard – 35 mph to 45 mph





The procedures used to formulate recommendations in this report meet the requirements of the California Vehicle Code (CVC) Section 627, Sections 22348 through 22413 under Division 11, Chapter 7 "Speed Laws", Section 40802, and others as referenced herein, and the 2014 Edition of the *California Manual on Uniform Traffic Control Devices* (California MUTCD). The California MUTCD is the amended version of the Federal Highway Administration MUTCD for use in California. Summarized below are applicable portions from the CVC related to preparation of an engineering and traffic survey for speed limits.



California Vehicle Code (CVC) Summary

CVC Section 235 – Business District: An area in which at least 50 percent of the properties are used for business for a minimum distance of 600 feet on one side or 300 feet on both sides of a highway.

CVC Section 515 – Residence District: An area outside of the Business District along a highway that has a minimum of 13 separate dwelling units on one side, or 16 on both sides within a distance of a quarter mile.



CVC Section 627 – Engineering and Traffic Survey: A survey of highway and traffic conditions in accordance with methods determined by the California Department of Transportation (Caltrans) for use by State and local authorities, which shall include consideration of prevailing speeds as determined by traffic engineering measurements, accident records, and highway, traffic, and roadside conditions not readily apparent to the driver. Local authorities may also consider residential density as defined in Section 515.



CVC Section 22349 – Maximum Speed Limits: Provides that no person shall drive a vehicle upon a highway at a speed greater than 65 mph. An exception to this, as stated in CVC Section 22356, is that Caltrans may increase the speed and these increases can only be made after consultation with the California Highway Patrol (CHP) and on the basis of an engineering and traffic survey.



CVC Section 22350 – Basic Speed Law: Provides that no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent, and in no event at a speed that endangers the safety of persons or property. Reasonable is defined in Webster's New World Dictionary as "just, of sound judgment, and not excessive." Prudent is defined as "exercising sound judgment in practical matters, cautious and discreet in conduct, not rash and managing carefully."



CVC Section 22351 – Speed Law Violations: States that the speed of any vehicle upon a highway not in excess of the limits specified in Section 22352 of the CVC or established as authorized in the CVC is lawful unless clearly proved to be in violation of the Basic Speed Law. This same section also states that the speed of any vehicle upon a highway in excess of the prima facie speed limits in Section 22352 of the CVC or established as authorized in the CVC is unlawful unless the defendant establishes by competent evidence that the speed in excess of said limits did not constitute a violation of the Basic Speed Law at the time, place and under the conditions then existing.



CVC Section 22352 – Prima Facie Speed Limits: Establishes prima facie speed limits for Local Roads and Streets. The literal definition of the phrase "prima facie" is "first appearance". It is also defined as "first view" and "before investigation". Prima facie evidence is evidence sufficient to establish fact, or to raise presumption of fact, unless rebutted. Prima facie speed limits are those that are defined in CVC Section 22352. These speed limits shall be applicable unless changed as authorized in the CVC and, if so changed, only when signs have been erected giving notice thereof.



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A speed limit of 15 MPH applies at railroad crossings, at uncontrolled highway intersections with obstructed view, and on alleys. A speed limit of 25 mph applies on any highway other than State highways in any business or residence district, unless a different limit is established by procedures described in the CVC. The 25 mph limit also applies in school zones.



CVC Sections 22357 (Increase of Local Speed Limits to 65 mph) and 22358 (Decrease of Local Speed Limits): Authorizes local authorities to establish prima facie speed limits on streets and roads under their jurisdiction, on the basis of an engineering and traffic survey.

CVC Sections 22358.3 (Decrease on Narrow Streets) and 22358.4 (Decrease of Local Limits Near Schools or Senior Centers): Authorizes local agencies to reduce prima facie speed limits to 20 or 15 mph on narrow streets (with roadway width less than 25 feet), school zones, or senior centers on the basis of engineering and traffic surveys.



CVC Section 22358.5 – Downward Speed Zoning: Physical conditions such as width, curvature, grade, and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning.



CVC Section 40802 (a)(2) – Prima Facie Speed Limits: Provides that prima facie speed limits established under CVC Sections 22352(b)(1), 22354, 22357, 22358, and 22358.3 may not be enforced by radar unless the speed limit has been justified by an engineering and traffic survey within the last five years. This CVC section does not apply to a local street, road or school zone. A local street or road is defined by the latest functional usage and federal-aid system maps or a street or road that primarily provides access to abutting residential property and meets the following criteria: (1) roadway is not more than 40 feet in width; (2) roadway is not more than one-half mile of uninterrupted length; and (3) roadway is not more than one travel lane in each direction.





Survey Methodology

Radar Checks

Traffic speed surveys were conducted in November 2014 with calibrated radar guns on days with fair weather, dry pavement, and clear visibility. An effort was made to ensure that the presence of radar survey equipment did not affect the speed of the traffic being surveyed. Locations were selected where the prevailing speeds were representative of the entire street segment. Most samples sizes for a particular segment included 100-200 vehicles. In rare instances, there were fewer than 100 vehicles in a given sample, but in no case were there fewer than 50 vehicles. Figure 1 shows the vicinity map of the study area and the study segments included as part of this engineering and traffic survey. The results of the radar speed survey data are shown in Appendix A.



Analysis of Speed Data

The radar speed survey data was compiled and analyzed to determine the 50th percentile speed, 85th percentile speed, 10 mph pace speed, the percent of vehicles observed within the 10 mph pace speed, the range of speed observed and the average speed for each surveyed location. A description of these terms is provided below:



- **50th Percentile Speed (Median Speed):** The speed above and below which 50 percent of the sample speeds were observed. This value indicates the speed that a driver may choose to drive without the influence of any speed limits, speed signs, or enforcement.
- **85th Percentile Speed (Critical Speed):** The speed at or below which 85 percent of the sample speeds were observed. The 85th percentile speed of a spot speed survey is the primary indicator of the appropriate speed limit for a section of the roadway.
- **10 mph Pace Speed:** The 10 mph increment (range) of speeds containing the greatest number of vehicles. In almost all cases, the 85th percentile speed and the recommended speed lie within the range, frequently in the middle to upper range of the interval. The percent of vehicles that fall within the pace speed is an indicator of the bunching of vehicular speeds. The number of observed vehicles within the 10 mph pace is often between 60 and 80 percent of the entire sample.
- **Average speed:** The average speed is simply the cumulative speed divided by the number of observed vehicles.



The speed limit for each study segment was recommended after determining the average speed, 85th percentile speed, pace speed and considering other significant factors such as existing land use, roadway design characteristics and accident rates (based on accident records for the last three years) for the study segment.



Traffic Counts

National Data & Surveying (NDS) conducted average daily traffic (ADT) counts at all study locations. These counts were used to determine the accident rates for each segment, which in turn was used as a factor in determining the appropriate speed limit for each segment. Figure 2 shows the map of ADT counts for the all the study segments.



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Collision Data

Collisions reported at study roadway segments were obtained from the Statewide Integrated Traffic Records System (SWITRS) database for a period of 5 years from January 2009 to December 2013. Collision rates are a significant factor in determining the appropriate speed limits. The speed survey summary sheet for each roadway segment included in Appendix B shows the number of collisions per year, accident rate, and average daily traffic. In addition, Table 1 shows a summary of the collision data for each roadway segment and Figure 3 shows the collision rate map for the study segments.



Driving the Streets

A final field check involves an experienced traffic engineer driving each street segment while “floating” with prevailing traffic to determine the speed of traffic that is reasonable from the driver’s viewpoint. The traffic engineer evaluates the appropriateness of the 85th percentile speed and adds the perspective of human judgment to set the appropriate speed limit. Such factors as roadside development; the number and location of driveways; parked vehicles; emergency shoulder areas; schools and playgrounds; areas frequented by pedestrians; horizontal and vertical alignment of the roadway; intersection spacing, visibility and control; landscaping, and other less tangible factors, all contribute to establish the final recommended speed limit.



Vicinity Map and Study Segments

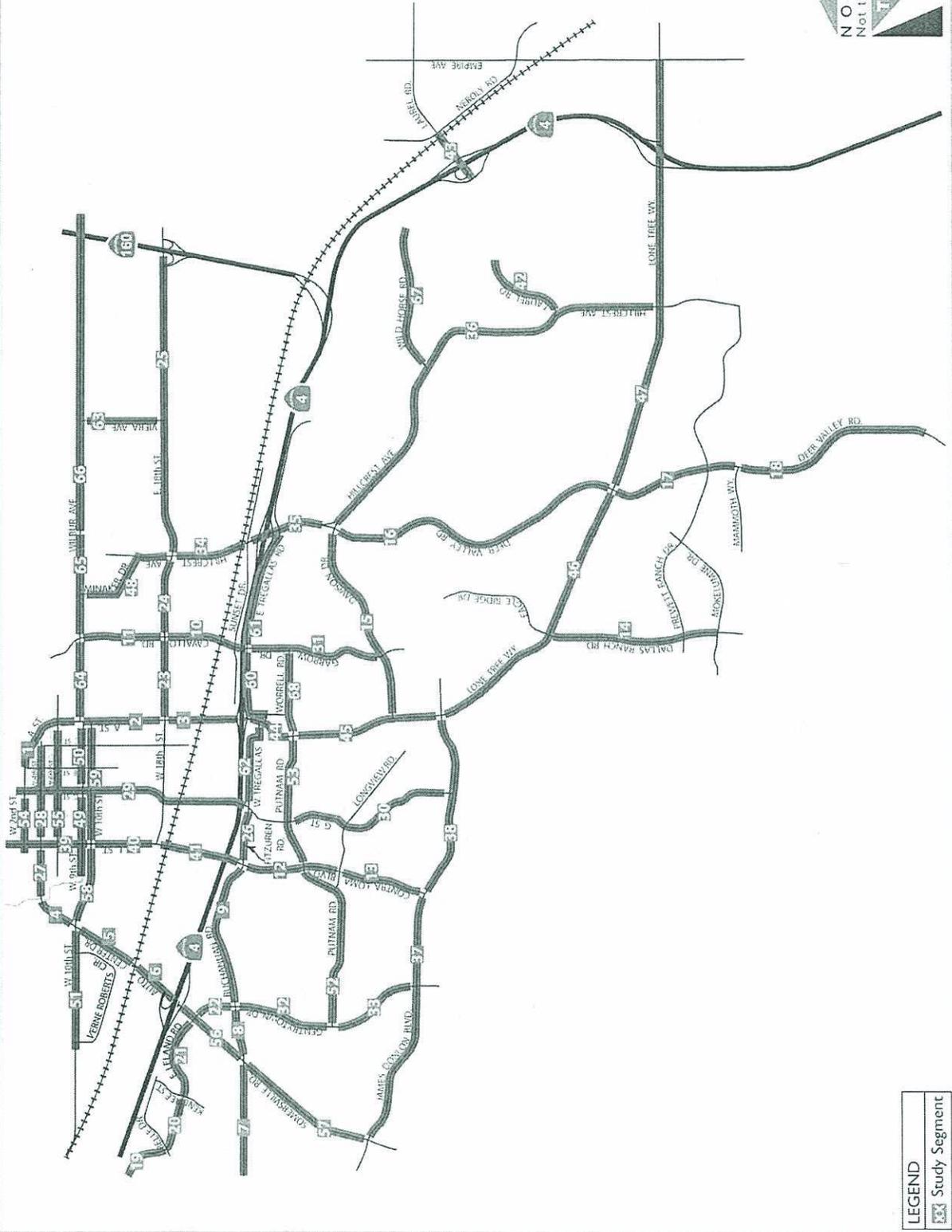
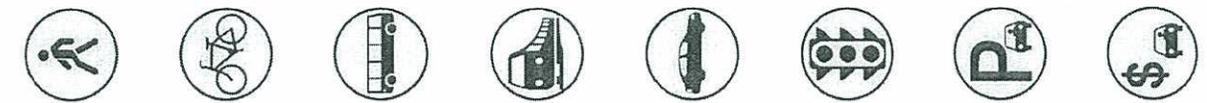
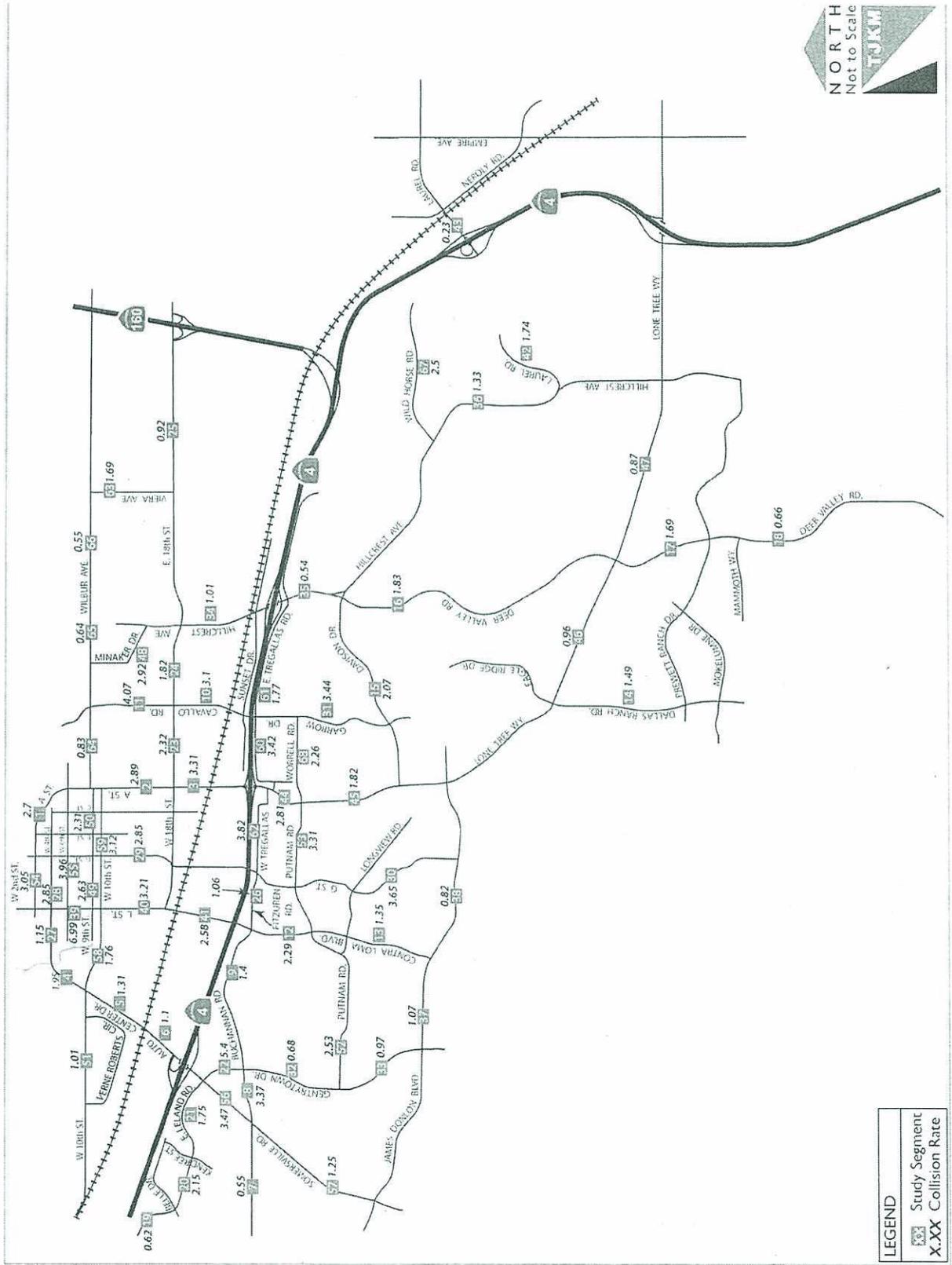


Figure 1

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Collision Rate (January 2009 - December 2013)





Speed Limit Recommendations

Establishment of speed limits can be controversial and requires a rational, defensible, and consistent evaluation process. Speed limits are typically set near the 85th percentile speed which establishes an upper limit of what is considered reasonable and prudent. With all of the statistics inherent to the engineering and traffic speed survey process, there is a great deal of engineering judgment required. Speed limits should be reasonable and realistic regardless of the results of the field studies.



Reasonable speed limits are those at which responsible motorists would drive without enforcement and/or signage and depend on the voluntary compliance of the greater majority of motorists. Speed limits cannot be set arbitrarily low as this would create violators of the majority of drivers and would not command the respect of the public.



In 2004, in order to better conform to the intent of the federal standards as established in the Federal Highway Administration's Manual on Uniform Traffic Control Devices, and also to address some of the widespread disregard of the 5 miles per hour (mph) special downward speed zoning provision, the California Manual of Uniform Traffic Control Devices (CA MUTCD) replaced the Traffic Manual, and the speed zoning section of the Traffic Manual was changed to require rounding the 85th percentile to the nearest 5 mph increment rather than the lower 5 mph increment. This specific guideline revision resulted in raising certain street speed limits and had become a challenge to state and local jurisdictions.



In 2007, the California Traffic Control Devices Committee (CTCDC) ruled to approve a language change in the CA MUTCD to clarify how local speed limits should be set. The CTCDC was prompted to make this change due to major variations in the interpretation and application of the CA MUTCD Section 2B.13 "Speed Limit Sign (R2-1)" and to better distinguish the differences between "within" 5 mph of the 85th percentile speed and "round to the nearest" 5 mph of the 85th percentile speed for setting local speed limits. The changes included:



- Posted speed limits will be set "round to the nearest" 5 mph increment of the 85th percentile speed.
- Jurisdictions can lower this speed by an additional 5mph based on and justified by conditions and factors cited in the California Vehicle Code.



Caltrans ultimately issued a Traffic Operations Policy Directive (No. 09-04), effective July 1, 2009, which clearly defined these changes and incorporated new requirements into the CA MUTCD. Section 2B.13 of the 2014 Edition of the CA MUTCD now requires as a standard that a speed limit shall be established at the nearest 5 mph increment of the 85th percentile speed, except that the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed in compliance with CVC Sections 627 and 22358.5.



For cases in which the nearest 5 mph increment of the 85th percentile speed would require rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed if no further reduction is used.



Section 2B.13 further states that justification for reducing speed limits can be based on residential density, pedestrian/bicyclist safety and other factors not readily apparent to drivers but essential to meet the traffic safety needs of the community. The following factors may be considered to adjust and determine the final speed limits:

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- Road characteristics, shoulder condition, grade, alignment, and sight distance
- 10 mph pace speed (a 10 mile range in speeds in which the highest number of data is recorded)
- Roadside development and environment
- Parking practices and bicycle/pedestrian activity
- Reported crash experience for at least a 12-month period



Additionally, the CA MUTCD recommends that speed zoning with 5 mph increments are preferable in urban areas, and that short speed zones should be avoided.



Based on the above guidelines, speed limit recommendations for the 68 street segments were established. Appendix B presents the results of the traffic survey analyses, which include prevailing speed data, accident history, traffic factors, and roadway conditions. The recommended speed limit for each street segment is also shown in Appendix B with a comment on the rationale for the recommendation. Figure 4 indicates the existing posted speed limit for all the study segments and Figure 5 shows the recommended speed limit for all segments.



Table 1 summarizes existing speed limit, critical speed and recommended speed limit for each street segment. Table 1 also summarizes data and analysis pertaining to the speed survey. The bolded rows indicate a change in the speed limit.





Table 1: Engineering and Traffic Survey Summary

Road Segment Number	Road Segment Name	Roadway Type	Direction	Number of Lanes	Posted Speed Limit (mph)	Determination of the Recommended Speed									
						ADT	Number of Collisions (Jan 09 - Dec 13)	Length (mi)	10 MPH Pace	Number in Pace	% in Pace	50% tile Speed	85% tile Speed	Recmd. Speed (mph)	Posted Speed (mph)
1	A St. from E St. to 10th St.	Arterial	NB/SB	2	25	4,616	13	0.57	22-31	203	94	25	28	25	25
2	A St. from 10th St. to 18th St.	Arterial	NB/SB	4	30	15,298	35	0.43	27-36	193	92	31	34	30	30
3	A St. from 18th St. to SR-4	Arterial	NB/SB	4	30	23,632	67	0.47	26-35	196	93	31	34	30	30
4	Auto Center Dr. from 4th St. to 10th St.	Arterial	NB/SB	4	35	4,497	7	0.44	32-41	131	91	35	39	35	35
5	Auto Center Dr. from 10th St. to SPRR	Arterial	NB/SB	4	35	10,863	11	0.42	31-40	197	92	35	38	35	35
6	Auto Center Dr. from SPRR to SR-4	Arterial	NB/SB	6	35	21,339	14	0.33	31-40	197	94	35	37	35	35
7	Buchanan Rd. from City Limits to Somersville Rd.	Arterial	EB/WB	2	45	18,526	12	0.64	44-53	190	85	48	52	45	45
8	Buchanan Rd. from Somersville Rd. to Gentrytown Dr.	Arterial	EB/WB	4	35	9,971	21	0.34	33-42	195	95	36	39	35	35
9	Buchanan Rd. from Gentrytown Dr. to Contra Loma Blvd.	Arterial	EB/WB	4	35	12,654	30	0.93	33-42	202	91	37	41	35	35
10	Cavallo Rd. from E Tresgallas Rd. to 18th St.	Collector	NB/SB	2	25	6,218	18	0.51	26-35	99	80	30	35	25	25
11	Cavallo Rd. from 18th St. to Wilbur Ave.	Collector	NB/SB	4	35	5,747	22	0.51	32-41	189	88	36	39	35	35
12	Contra Loma Blvd. from SR-4 to Longview Dr.	Arterial	NB/SB	4	35	12,445	36	0.69	33-42	199	95	37	40	35	35
13	Contra Loma Blvd. from Longview Dr. to James Denlon Blvd.	Arterial	NB/SB	4	35	8,616	11	0.52	31-42	204	99	36	38	35	35
14	Dallas Ranch Rd. from Lone Tree Wy. To Makelonne Dr.	Arterial	NB/SB	4	45	7,890	22	1.03	37-46	138	91	42	45	45	45
15	Davison Dr. from Lone Tree Wy. To Hillcrest Ave.	Arterial	EB/WB	4	35	8,136	39	1.27	32-41	207	95	36	39	35	35
16	Deer Valley Rd. from Hillcrest Ave. to Lone Tree Wy.	Arterial	NB/SB	4	45	12,936	80	1.85	43-52	187	90	46	50	45	45
17	Deer Valley Rd. from Lone Tree Wy. To Mammoth Dr.	Arterial	NB/SB	4	45	15,120	38	0.81	40-52	203	98	45	48	45	45
18	Deer Valley Rd. from Mammoth Dr. to City Limits	Arterial	NB/SB	2	45	7,442	11	1.23	42-51	176	85	46	50	45	45
19	Delta Fair Blvd. from City Limits to Belle Dr.	Collector	EB/WB	4	35	19,588	6	0.27	31-40	188	92	36	39	35	35
20	Delta Fair Blvd. from Belle Dr. to Kendree St.	Arterial	EB/WB	4	30	19,177	25	0.33	29-38	176	85	35	38	30	30
21	Delta Fair Blvd. from Kendree St. to Somersville Rd.	Arterial	EB/WB	4	30	20,964	36	0.54	27-36	188	90	31	34	30	30
22	Delta Fair Blvd. from Somersville Rd. to Buchanan Rd.	Arterial	NB/SB	4	30	14,668	40	0.28	28-37	192	92	33	36	30	30
23	E 18th St. from A St. to Cavallo Rd.	Arterial	EB/WB	4	30	18,270	39	0.50	29-38	149	93	33	36	30	30

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Road Segment Number	Road Segment Name	Roadway Type	Direction	Number of Lanes	Posted Speed Limit (mph)	Determination of the Recommended Speed									
						ADT	Number of Collisions (Jan 09 - Dec 13)	Length (mi)	10 MPH Pace	Number in Pace	% in Pace	50% tile Speed	85% tile Speed	Recmd. Speed (mph)	Posted Speed (mph)
24	E 18th St. from Cavallo Rd. to Hillcrest Ave.	Arterial	EB/WB	4	35	15,376	26	0.51	33-42	190	86	37	41	35	35
25	E 18th St. from Hillcrest Ave. to City Limits	Arterial	EB/WB	4	45	10,531	34	1.93	37-59	187	81	46	50	45	45
26	Fitzuren Rd. from G St. to Contra Loma Blvd.	Local	EB/WB	2	30	11,739	8	0.35	28-37	186	86	32	37	30	30
27	W. 4th St. from Somersville Rd. to L St.	Collector	EB/WB	4	35	5,150	5	0.46	30-39	124	89	34	38	35	35
28	W. 4th St. from L St. to C St.	Collector	EB/WB	2	25	1,289	4	0.60	18-27	108	92	23	26	25	25
29	G St. from 2nd St. to W. Tregallas Rd.	Collector	NB/SB	2	25	5,750	41	1.37	22-31	127	86	26	31	25	25
30	G St. from Putnam St. to James Donlon Blvd.	Collector	NB/SB	2	25	2,223	16	1.08	23-32	117	84	29	33	25	25
31	Garraw Dr. from E. Tregallas Rd. to Davison Dr.	Collector	NB/SB	2	25	3,190	17	0.85	21-30	105	93	25	29	25	25
32	Gentrytown Dr. from Buchanan Rd. to Putnam St.	Collector	NB/SB	2	25	12,242	9	0.59	27-36	185	89	32	35	25	25
33	Gentrytown Dr. from Putnam St. to James Donlon Blvd.	Collector	NB/SB	2	25	5,735	6	0.59	25-34	138	85	31	34	25	25
34	Hillcrest Ave. from 18th St. to Sunset Dr.	Arterial	NB/SB	4	35	15,397	13	0.46	35-44	186	84	39	43	40	35
35	Hillcrest Ave. from Sunset Dr. to Davison Dr.	Arterial	NB/SB	6	45	36,292	20	0.55	36-45	194	93	40	44	45	45
36	Hillcrest Ave. from Davison Dr. to Lone Tree Wy.	Arterial	NB/SB	4	45	20,713	93	1.85	42-51	212	90	46	49	45	45
37	James Donlon Blvd. from Somersville Rd. to Contra Loma Blvd.	Arterial	EB/WB	4	40	17,074	52	1.56	37-46	193	93	42	44	40	40
38	James Donlon Blvd. from Contra Loma Blvd. to Lone Tree Wy.	Arterial	EB/WB	4	40	23,162	54	1.56	38-47	196	92	42	45	40	40
39	L St. from 2nd St. to 10th St.	Arterial	NB/SB	4	25	3,404	17	0.39	29-38	99	85	33	38	30	25
40	L St. from 10th St. to 18th St.	Arterial	NB/SB	2	35	6,963	16	0.39	30-39	190	91	35	38	35	35
41	L St. from 18th St. to SR-4	Arterial	NB/SB	4	35	11,964	25	0.44	31-40	196	94	34	37	35	35
42	Laurel Rd. from Hillcrest Ave. to End	Arterial	NB/SB	4	45	4,596	8	0.55	41-50	197	94	46	48	45	45
43	Laurel Rd. from SR-4 to City Limits	Arterial	NB/SB	6	45	28,864	4	0.33	42-51	210	92	46	49	45	45
44	Lone Tree Wy. From SR-4 to Putnam St.	Arterial	NB/SB	4	30	28,921	49	0.33	33-42	210	95	37	40	35	30
45	Lone Tree Wy. From Putnam St. to James Donlon Blvd.	Arterial	NB/SB	4	35	28,001	84	0.91	35-44	182	86	40	43	35	35
46	Lone Tree Wy. From James Donlon Blvd. to Deer Valley Rd.	Arterial	NB/SB	5	45	26,896	85	1.80	36-45	178	81	40	45	45	45
47	Lone Tree Wy. From Deer Valley Rd. to City Limits	Arterial	EB/WB	6	45	25,965	106	2.56	43-52	194	94	46	49	45	45

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Road Segment Number	Road Segment Name	Roadway Type	Direction	Number of Lanes	Posted Speed Limit (mph)	Determination of the Recommended Speed									
						ADT	Number of Collisions (Jan 09 - Dec 13)	Length (mi)	10 MPH Pace	Number in Pace	% in Pace	50% tile Speed	85% tile Speed	Recmd. Speed (mph)	Posted Speed (mph)
48	Minaker/13th/Hillcrest from Wilbur Ave. to 18th St.	Collector	NB/SB	2	25	3,018	11	0.68	24-33	127	89	29	32	25	25
49	W. 9th St. from O St. to G St.	Collector	EB/WB	2	25	3,163	8	0.53	23-32	93	82	27	32	25	25
50	W. 9th St. from G St. to A St.	Collector	EB/WB	2	25	2,263	4	0.42	20-29	92	88	24	28	25	25
51	Pittsburg-Antioch (W. 10th St) from City Limits to Auto Center Dr.	Arterial	EB/WB	2	50	16,095	22	0.74	42-51	177	78	46	51	50	50
52	Putnam St. from Gentrytown Dr. to Contra Loma Blvd.	Collector	EB/WB	2	25	2,981	15	1.09	27-36	93	81	31	35	25	25
53	Putnam St. from Contra Loma Blvd. to Lone Tree Wy.	Collector	EB/WB	2	25	6,439	32	0.82	26-35	118	81	31	35	25	25
54	W. 2nd St. from L St. to G St.	Collector	EB/WB	2	25	3,935	7	0.32	16-25	114	93	20	23	25	25
55	W. 6th St. from L St. to A St.	Local	EB/WB	2	25	2,440	13	0.74	21-30	106	91	25	29	25	25
56	Somersville Rd. from SR-4 to Buchanan Rd.	Arterial	NB/SB	4	35	15,872	54	0.54	24-32	192	89	29	32	35	35
57	Somersville Rd. from Buchanan Rd. to James Donlon Blvd.	Arterial	NB/SB	2/4	35	16,156	33	0.90	42-51	180	88	46	50	45	35
58	W. 10th St. from Auto Center Dr. to L St.	Arterial	EB/WB	4	35	17,258	30	0.54	33-42	188	89	37	41	35	35
59	W. 10th St. from L St. to A St.	Collector	EB/WB	2	25	13,250	56	0.74	23-32	207	96	27	30	25	25
60	E. Tregallas Rd. from Lone Tree Wy. to Garrow Dr.	Local	EB/WB	2	25	5,162	18	0.56	28-37	182	84	32	36	25	25
61	E. Tregallas Rd. from Garrow Dr. to Hillcrest Ave.	Local	EB/WB	2	35	5,338	13	0.76	33-42	163	79	38	43	35	35
62	W. Tregallas Rd. from G St. to Lone Tree Wy.	Local	EB/WB	2	25	7,934	31	0.56	24-33	192	90	29	32	25	25
63	Viera Ave. from Wilbur Ave. to 18th St.	Collector	NB/SB	2	25	1,287	2	0.50	29-38	70	67	33	38	25	25
64	Wilbur Ave. from A St. to Cavallo Rd.	Arterial	EB/WB	4	40	10,766	8	0.49	36-45	197	91	40	44	40	40
65	Wilbur Ave. from Cavallo Rd. to 1600 ft. east of Minaker Dr.	Arterial	EB/WB	4	40	10,748	7	0.59	36-45	192	93	40	44	40	40
66	Wilbur Ave. from 1600 ft. east of Minaker Dr. to City Limits	Arterial	EB/WB	2	45	6,780	5	0.74	41-50	178	86	45	49	45	45
67	Wild Horse Rd. from Hillcrest Ave. to Slatten Ranch Rd.	Collector	EB/WB	4	45	4,225	17	0.88	40-49	106	98	45	47	45	45
68	Warrell Rd. from Lone Tree Wy. to Garrow Dr.	Collector	EB/WB	2	25	2,270	5	0.53	21-30	109	91	26	29	25	25

C15

Existing Speed Limits

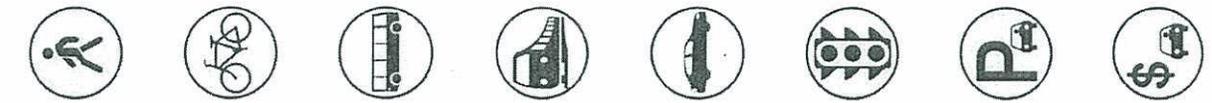
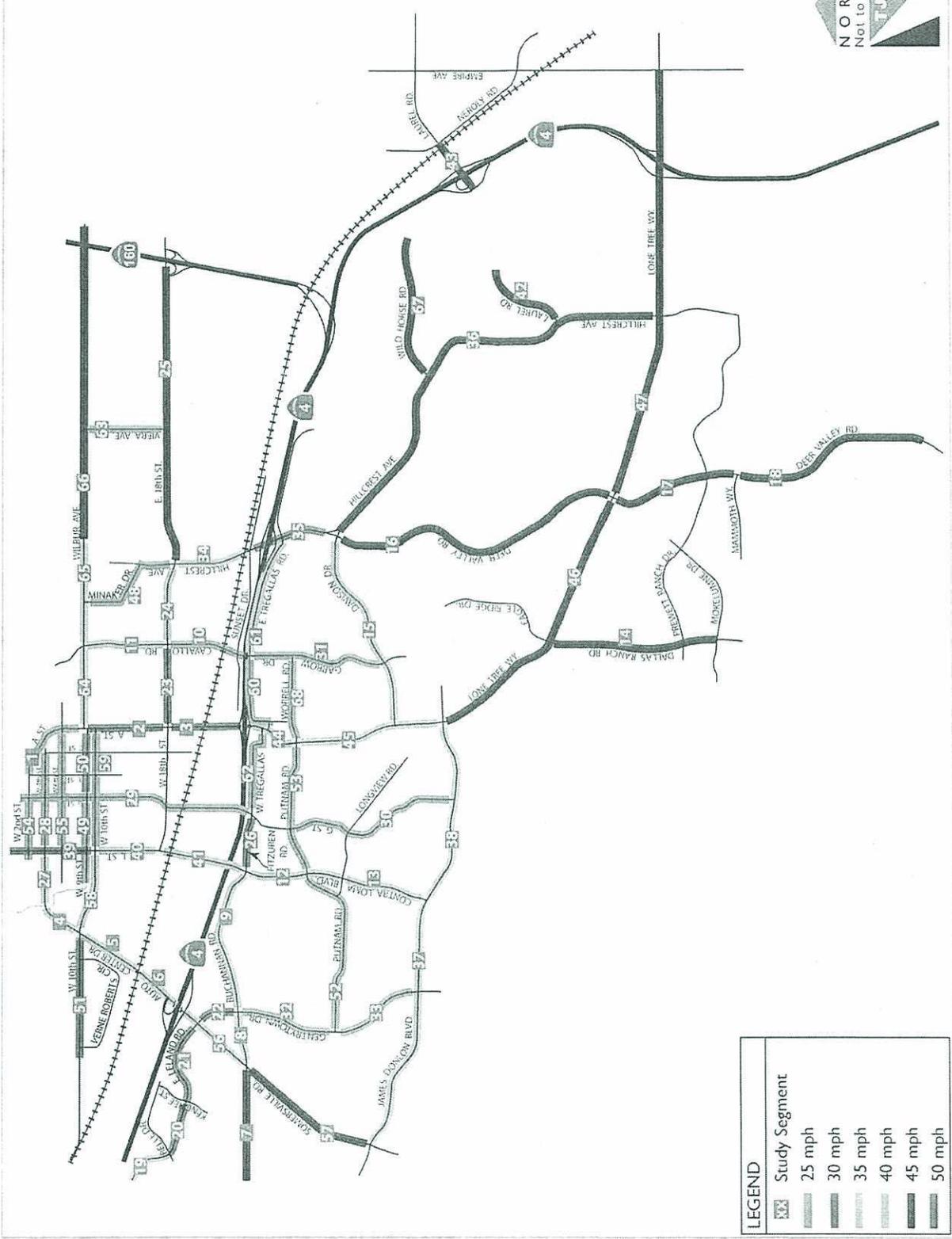
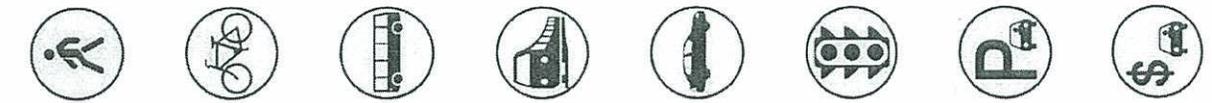


Figure 4

C16

Recommended Speed Limits



LEGEND

	Study Segment
	25 mph
	30 mph
	35 mph
	40 mph
	45 mph
	50 mph

Figure 5

C17



Study Participants

TJKM Transportation Consultants

Nayan Amin	Project Manager
Jeff Lacap	Project Engineer
Xiaonan Zhou	Project Engineer
Sandeep Paparaju	Project Engineer
Michelle Macer	Word Processing
Dan Harrison	Graphics



Data Collection

Bill Nichols	National Data Services
Brian Nichols	National Data Services



Persons Consulted

Lynne Filson	City of Antioch
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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynn Tracy Nerland, City Attorney *LTN*

SUBJECT: Guidelines for Tabulating Protests with Rate Hearings

RECOMMENDED ACTION

It is recommended that the City Council approve the Resolution (Attachment A) adopting guidelines for noticing and the submission and tabulation of protests for rate hearings conducted pursuant to Article XIID of the California Constitution (Proposition 218). This action does not to approve any rate increases, but merely approves the noticing and protest procedures for conducting a public hearing in the future.

Staff is also recommending that the notice of any proposed increase to water or sewer rates include a statement in Spanish that a translation of the notice is available on the City's website and in hard copies at City facilities and community libraries.

STRATEGIC PURPOSE

This action addresses the following long term goals:

Long Term Goal K: Public Works & Engineering. Designing, building, operating, maintaining, stewarding and enhancing Antioch's assets and resources in partnership with the community.

Long Term Goal M: Legal Services. Provide legal counsel to the City Council and staff to enable and support all City policies, procedures and initiatives.

FISCAL IMPACT

The adoption of procedures for handling protests as required by Article XIID of the California Constitution (Proposition 218) does not create a fiscal impact. There is relatively minimal cost to prepare a Spanish version of the notice of the proposed rate increase to have available at City facilities, libraries and on the City's website. There are Spanish speakers on City staff who can translate the notice internally.

DISCUSSION

Background

Pursuant to Article XIID of the California Constitution (Proposition 218) and subsequent court decisions, most water and sewer rate charges (with water rates sometimes referred to as consumption charges because they are based on the

consumption of water) are subject to the procedural requirements of Proposition 218. Accordingly, before increasing water and sewer rates, the City must provide a 45-day mailed notice to customers of the proposed increases to the water and sewer rates; conduct a public hearing; and allow customers to submit written protests on the proposed increases. If the City receives protests from a majority of customers, then the City Council cannot enact the rate increases.

In reviewing past history, it was determined that the City Council did not formally adopt procedures for handling the noticing for the hearing and the submission and tabulation of any protests. The attached resolution sets forth the guidelines as to how the notice of the rate increase is provided; who can submit protests; how protests are submitted and counted; and what occurs if there is a majority protest.

Staff and the consultant team are also reviewing the questions posed at the study session to address in the staff report likely to be presented at the March 24, 2015 City Council meeting. As to the School District's concern about costs, more information will be provided, but there is no legal basis for treating the District differently than other institutional uses, as the California Constitution requires rates not to exceed the proportional cost of the service to the property. Anything greater requires a 2/3 vote of the electorate as a special tax. In discussing the issue with the consultant and special counsel, there is no reason to believe that the cost to serve District properties with sewer and water is any less than the cost to serve other institutional customers.

However, sensitive to the School District's budget concerns, staff has:

- Provided advice on water conservation measures to help the District attain greater conservation and savings aligned with other uses in the City;
- Identified meters that could be exchanged for smaller, less costly meters; and
- Determined that the recent refinancing of former Redevelopment Agency bonds will provide additional revenue to the School District estimated to be a total of \$1,758,313, which is about \$103,430 a year for 17 years.

Options

The City is not required to provide a translation of the notice of proposed rate increases; however, staff recognizes that there is a Spanish-speaking population in Antioch. Therefore, staff is recommending that the notice to customers include a statement that a translation of the full notice is available on the City's website and as hard copies at City facilities and the libraries.

ATTACHMENTS

- A. Proposed Resolution adopting Guidelines for the Submission and Tabulation of Protests

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF ANTIOCH ADOPTING GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS IN CONNECTION WITH RATE HEARINGS CONDUCTED PURSUANT TO ARTICLE XIII D, SECTION 6 OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIII D, Section 6 of the California Constitution requires the Council of the City of Antioch to consider written protests to certain proposed increases to utility charges; and

WHEREAS, this constitutional provision does not offer specific guidance as to who is allowed to submit protests, how written protests are to be submitted, or how the City is to tabulate the protests.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that when notice of a public hearing with respect to the adoption or increase of water or wastewater charges has been given by the City pursuant to Article XIII D, Section 6(a) of the California Constitution, the following shall apply:

SECTION 1: Definitions. Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these guidelines.

- A. "Parcel" means a County Assessor's parcel the owner or occupant of which is subject to the proposed charge that is the subject of the hearing.
- B. "Record customer" and "customer of record" mean (i) the person or persons whose name or names appear on the City's records as the person who has contracted for, or is obligated to pay for, utility services to a particular utility account or (ii) another person who demonstrates to the reasonable satisfaction of the City that he, she or it is a tenant of real property directly liable to pay the proposed fee.
- C. A "fee protest proceeding" is not an election, but the City will maintain the confidentiality of protests as provided below and will maintain the security and integrity of protests at all times.

SECTION 2: Notice Delivery. Notice of proposed rates and public hearing shall be as follows:

- A. The City shall give notice of proposed charges via U.S. mail to all customers of record served by the City.

The City will post the notice of proposed charges and public hearing at its official posting sites.

SECTION 3: Protest Submittal.

- A. Any customer of record who is subject to the proposed utility charge that is the subject of the hearing may submit a written protest to the City by:
- Delivery to the Public Works Department Office, 1201 West 4th Street, Antioch, CA during published business hours;
 - Mail to the Public Work's Office at P.O. Box 5007, Antioch, CA 94531-5007, or
 - Personally submitting the protest at the public hearing.
- B. Protests must be received by the end of the public hearing, including those mailed to the City. No postmarks will be accepted; therefore, any protest not actually received by the close of the hearing, whether or not mailed prior to the hearing, shall not be counted.
- C. Emailed, faxed and photocopied protests shall not be counted.
- D. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed charges.

SECTION 4: Protest Requirements.

- A. A written protest must include:
- (i) Identification of which proposed charge is the subject of the protest (e.g. water rate, sewer rate or both)..
 - (ii) Name of the customer of record who is submitting the protest;
 - (iii) Identity, by street address or utility account number, of the parcel with respect to which the protest is made;
 - (iv) Original signature and legibly printed name of the customer of record who is submitting the protest.
- B. Protests shall not be counted if any of the required elements (i thru iv) outlined in the preceding subsection "A." are omitted.

SECTION 5: Protest Withdrawal. Any person who submits a protest may withdraw it by submitting to the City a written request that the protest be withdrawn. The written request for withdrawal shall be submitted in the same manner as set forth in

Section 3. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the customer of record who submitted both the protest and the request that it be withdrawn.

SECTION 6: Multiple Customers of Record.

- A. Each customer of record of a parcel served by the City may submit a protest. This includes instances where:
 - (i) More than one name appears on the City's records as the customer of record for the parcel, or
 - (ii) A parcel includes more than one record customer, or
 - (iii) Parcels are served via a single utility account, as master-metered multiple family residential units.
- B. Only one protest will be counted per parcel as provided by Government Code Section 53755(b).

SECTION 7: Transparency, Confidentiality, and Disclosure.

- A. To ensure transparency and accountability in the fee protest tabulation while protecting the privacy rights of customers of record, protests will be maintained in confidence until tabulation begins following the public hearing.
- B. Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law.

SECTION 8: Validity. The City shall not accept as valid any protest if any of the following is determined to be true:

- A. The protest does not state its opposition to the proposed charges.
- B. The protest does not name the record customer with respect to the parcel identified in the protest as of the date of the public hearing.
- C. The protest does not identify a parcel served by the City that is subject to the proposed charge.
- D. The protest does not bear an original signature of the named record customer with respect to the parcel identified on the protest. Whether a signature is valid shall be entrusted to the reasonable judgment of the City Clerk, who may consult signatures on file with the County Elections Official.
- E. The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a customer of record to protest the charges.

- F. The protest was not received by the City before the close of the public hearing on the proposed charges.
- G. A request to withdraw the protest was received prior to the close of the public hearing on the proposed charges.

SECTION 9: City's Decisions Final. The City's decision that a protest is not valid shall constitute a final action of the City and shall not be subject to any internal appeal.

SECTION 10: Majority Protest.

- A. A majority protest exists if written protests are timely submitted and not withdrawn by the customers of record with respect to a majority (50% plus one) of the parcels subject to the proposed charge.
- B. While the City may inform the public of the number of parcels served by the City when a notice of proposed rates is mailed, the number of parcels with active customer accounts served by the City on the date of the hearing shall control in determining whether a majority protest exists.

SECTION 11: Tabulation of Protests. At the conclusion of the public hearing, the City, with the assistance of consultants as needed, shall tabulate all protests received, including those received during the public hearing, and the results of the tabulation shall be reported to the City Council. If the total number of protests received is insufficient to constitute a majority protest, the City may determine the absence of a majority protest without validating the protests received, but may instead deem them all valid without further examination. Further, if the number of protests received is obviously substantially fewer than the number required to constitute a majority protest, the City may determine the absence of a majority protest without opening the envelopes in which protests are returned.

SECTION 12: Report of Tabulation. If at the conclusion of the public hearing, the City determines that additional time is required to tabulate the protests, then the City Council may adjourn the meeting to allow the tabulation to be completed on another day or days. If so, the City Council shall declare the time and place of tabulation, which shall be conducted in a place where interested members of the public may observe the tabulation, and the City Council shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report.

SECTION 13: This resolution will become effective immediately upon adoption.

* * * * *

This resolution was introduced and passed by the Council of the City of Antioch at a regular meeting of said Council held on the ___ day of _____, 2015, and adopted by the following vote:

Ayes:

Noes:

Absent:

Wade Harper, Mayor

ATTEST:

Arne Simonsen, City Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynn Tracy Nerland, City Attorney *LTN*

SUBJECT: Municipal Code Amendments related to Code Enforcement and Appeals

RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve by motion the reading of the ordinance by title only;
2. Introduce the Ordinance amending Sections 1-4.01, 1-5.06, 5-1.301, 5-1.302 and 5-1.314 regarding appeals of staff decisions of planning, zoning or subdivision matters; increasing the fines for administrative citations for violations of the Municipal Code; and clarifying the process for the abatement of public nuisances (Attachment A).

STRATEGIC PURPOSE

This action addresses the following long term goals:

Long Term Goal C: Blight Eradication. Eradicate blight through code enforcement and blight abatement.

Long Term Goal M: Legal Services. Provide legal counsel to the City Council and staff to enable and support all City policies, procedures and initiatives.

FISCAL IMPACT

The proposed amendments regarding the appeals procedures and summary abatement do not have a direct fiscal impact, but rather clarify issues that have arisen in the past. Increasing the fines for administrative citations issued for violations of the Municipal Code that are misdemeanors could increase revenue to the City, but more importantly could create a greater financial incentive for compliance with the Municipal Code, especially those provisions regarding property maintenance and public nuisances.

DISCUSSION

Appeals of Planning, Zoning and Subdivision Administrative Decisions -- The revision to Antioch Municipal Code section 1-4.01 is proposed because the current

Municipal Code provides that, except as otherwise indicated in the Code, appeals of any administrative decision are heard by the Board of Administrative Appeals. When those decisions arise out of an interpretation of a planning, zoning or subdivision matter pursuant to Title 9 of the Antioch Municipal Code, it is recommended that those appeals be heard by the Planning Commission. It is the Planning Commission that regularly deals with planning, zoning or subdivision matters, so they are in a better position to hear those appeals.

Amount of Fines for Administrative Citations – Pursuant to Municipal Code section 1-2.01, most violations of the Antioch Municipal Code are misdemeanors. There has been some debate as to whether state law allowed cities to impose fines for administrative citations issued for violations of a city's municipal code in excess to the amounts set by the State for criminal infractions, which are:

- (1) \$100 for the first violation;
- (2) \$200 for the second violation of the same ordinance within one year from the date of issuance of the first citation;
- (3) \$500 for the third and each additional violation of the same ordinance within one year from the date of issuance of the first citation.

However, the Attorney General has issued an opinion indicating that under state law, cities can impose fines up to \$1,000 for violations of the Municipal Code that are misdemeanors. Although an Attorney General's opinion is not binding law, it can be persuasive to the courts. In addition, a number of cities (including general law cities) have increased the amount of their fines up to \$1,000 without legal action. Therefore, staff is proposing that the fines for violations of the Municipal Code that are misdemeanors be increased to:

- (1) \$100 for the first violation;
- (2) \$500 for the second violation of the same ordinance within one year from the date of issuance of the first citation;
- (3) \$1,000 for the third and each additional violation of the same ordinance within one year from the date of issuance of the first citation.

This is the same penalty amounts set by state law for violations of building and safety codes. In addition, the initial \$100 citation for the first violation will still encourage compliance without being so high as to increase the number of citation appeals. Appeals of citations are time consuming for staff, which means less time in the field addressing problems. However, the City Council can determine the amounts as long as they do not exceed \$1,000.

Abatement Methods -- Revisions to sections 5-1.301 and 5-1.302 are proposed to make them less repetitive and to identify additional abatement methods or tools that staff has requested. For example, with certain kinds of ongoing property nuisances, staff may require that the property owner not only clean up the property but also fence it to avoid illegal dumping, trespassing, graffiti, etc. Likewise, part of an abatement may include requiring the property owner to provide the "dump tags" to ensure that the trash being removed from one property is not just illegally dumped somewhere else, but is

properly disposed of at a landfill. Staff has found trash with the City's Code Enforcement notices from another location just dumped in streets or vacant properties.

Summary Abatement Procedures -- The proposed Ordinance also amends section 5-1.314 of the Antioch Municipal Code to clarify the procedures in a summary abatement of a public nuisance and to provide that the City Manager may designate someone to make a determination regarding the use of summary abatement of a public nuisance. Summary abatements are used only with the most immediate and dangerous threats to public health and safety, because of the Constitutional protections before the City can enter onto private property without consent from the property owner or a warrant or court order issued by a judge.

The Deputy Community Development Director is most often the person in the field making determinations whether a public nuisance needs immediate City abatement as opposed to waiting for the property owner to do so. Likewise, in the event of a sewer spill, the authority would likely be delegated to the Public Works Director or Deputy Public Works Director. In any event, the City Attorney is required to be consulted before the City undertakes a summary abatement of a public nuisance on private property, because of the legal risks of entering private property without a property owner's consent or a court order. The City Attorney is available 24/7 to take these calls from staff in the field should a situation arise.

ATTACHMENTS

- A. Proposed Ordinance amending Municipal Code Sections 1-4.01, 1-5.06, 5-1.301, 5-1.302 and 5-1.314 regarding appeals of staff decisions of planning, zoning and subdivision matters; increasing the fines for administrative citations for violations of the Municipal Code; and clarifying the process for the abatement of public nuisances

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING SECTION 1-4.01 OF THE MUNICIPAL CODE TO CLARIFY THE APPEALS PROCESS; SECTION 1-5.06 REGARDING FINES FOR MUNICIPAL CODE VIOLATIONS; AND SECTIONS 5-1.301, 5-1.302 AND 5-1.314 REGARDING ABATEMENT OF NUISANCES

SECTION 1. Section 1-4.01, "Right of Appeal," of the Antioch Municipal Code is amended in its entirety to read as follows:

§ 1-4.01 RIGHT TO APPEAL.

Except as otherwise specifically provided in this code, any person excepting to any administrative decision made by any official of the city pursuant to the provisions of this code may appeal in writing to the Board of Administrative Appeals by filing with the Secretary of the Board a written notice of such appeal, setting forth the specific grounds thereof.

Any administrative decision made by any official of the city regarding a matter governed by Title 9 of the Antioch Municipal Code, "Planning and Zoning," shall not be appealed to the Board of Administrative Appeals but shall be appealed to the Planning Commission.

SECTION 2. Section 1-5.09, "Fines; Amounts," of the Antioch Municipal Code is amended in its entirety to read as follows:

§ 1-5.06 FINES; AMOUNTS.

(A) The maximum amount of administrative fines authorized in this chapter for violations of the Municipal Code deemed to be infractions shall be as follows:

- (1) \$100 for the first violation;
- (2) \$200 for the second violation of the same ordinance within one year from the date of issuance of the first citation;
- (3) \$500 for the third and each additional violation of the same ordinance within one year from the date of issuance of the first citation.

(B) *The maximum amount of administrative fines authorized in this chapter for violations of the Municipal Code deemed to be misdemeanors shall be as follows:*

- (1) \$100 for the first violation;
- (2) \$500 for the second violation of the same ordinance within one year from the date of issuance of the first citation;
- (3) \$1,000 for the third and each additional violation of the same ordinance within one year from the date of issuance of the first citation.

(C) Notwithstanding the above, a violation of the local building and safety codes determined to be an infraction is punishable by a fine not exceeding \$100 for a first violation; a fine not exceeding \$500 for a second violation of the same ordinance within one year; a fine not exceeding \$1,000 for each additional violation of the same ordinance within one year of the first violation.

(D) A 10% late payment fee shall be imposed on any fine that is not paid within 30 days of the issuance of the citation.

SECTION 3. Section 5-1.301, "Method," of the Antioch Municipal Code is amended in its entirety to read as follows:

§ 5-1.301 *ABATEMENT METHODS.*

All or any part of premises found, as provided in § 5-1.201 of this chapter, to constitute a public nuisance shall be abated by rehabilitation, demolition, repair, or removal pursuant to the procedures set forth in this article. *Any building or structure or any abandoned, wrecked, dismantled or inoperative vehicle or boat or parts thereof, located thereon, and found as provided in this chapter, to constitute a public nuisance, may be abated by rehabilitation, demolition, repair or removal pursuant to the procedures set forth in this chapter.* The procedures set forth in this article shall not in any manner limit or restrict the city from enforcing any other provisions of this code or from abating any public nuisance in any other manner provided by law.

SECTION 4. Section 5-1.302, "Abatement Methods," of the Antioch Municipal Code is amended in its entirety to read as follows:

§ 5-1.302 *ADDITIONAL ABATEMENT ACTIONS.*

~~All or part of any real property, or any building or structure or any abandoned, wrecked, dismantled or inoperative vehicle or boat or parts thereof, located thereon, and found as provided in this chapter, to constitute a public nuisance, may be abated by rehabilitation, demolition, repair or removal pursuant to the procedures set forth in this chapter.~~

In addition to the abatement methods set forth in Section 5-1.301, the property owner may be required to take additional actions to abate the public nuisance and to ensure that the nuisance does not continue at the property or another location, including but not limited to fencing the property and or providing a receipt from a permitted disposal, recycling or transfer facility indicating that the removed trash, hazardous materials and other items were disposed of in a proper and legal manner.

SECTION 5. Section 5-1.314, "Summary Abatement," of the Antioch Municipal Code is amended in its entirety to read as follows:

"§ 5-1.314 SUMMARY ABATEMENT.

- (A) If, in the opinion of the City Manager, *or his or her designee*, or in the case of a structure or building, in the opinion of the Building Official, there exists any condition on any premises within the City which is of such a nature as to be immediately dangerous to the public health, safety or welfare, or that constitutes an immediate threat of injury to any person or damage to property which, if not abated, would, during the pendency of the abatement procedures set forth in this chapter, subject the public or property to potential injury or harm of a serious nature, the condition may be abated by the City immediately without compliance with the provisions of this code.
- (B) No summary abatement shall be undertaken unless the City Attorney or his or her authorized representative first approves such action.
- (C) The owner of the property that was the subject of the summary abatement shall be served with written notice, within two (2) business days following the summary abatement action, of the right to request a post-deprivation hearing before the Board of Administrative Appeals *or hearing officer as determined by the City* provided such request is made within ten (10) calendar days of the date of the notice of the summary abatement action. The notice of the summary abatement action and right to request a post-deprivation hearing within ten (10) calendar days shall be served by one or more of the following means: by personal service *or* by regular first class mail, postage fully prepaid, to each property owner at the last known address of the property owner; or if, after diligent search, the owner of the property cannot be found, the notice shall be served by posting a copy thereof in a conspicuous location upon the property. Failure of the property owner to receive "actual" notice shall not affect the validity of the proceedings.
- (D) The cost of the summary abatement, including all administrative costs of any action taken hereunder and reasonable attorneys' fees, may be assessed against the subject premises as a special assessment lien or made a personal obligation of the owner as provided in this code."

SECTION 6. CEQA.

This Ordinance is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment, subject to a statutory exemption contained in CEQA Guidelines section 15369(b), or subject to a categorical exemption contained in CEQA Guidelines sections 15301, 15302, 15303, 15304, 15307, 15308, and 15309.

SECTION 7. Publication; Effective Date.

This Ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

SECTION 8. Severability.

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

* * * * *

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 ___ day of ___ and passed and adopted at a regular meeting thereof, held on the _____ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 24, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Michelle Fitzner, Administrative Services Director

SUBJECT: Discussion of Council Meeting Schedule

RECOMMENDED ACTION

It is recommended that the City Council discuss the July, August, and December 2015, City Council meeting schedule and provide direction to staff.

STRATEGIC PURPOSE

Strategy L-5: Effectively and efficiently manage City Council agenda preparation, noticing and records.

FISCAL IMPACT

There is no fiscal impact.

DISCUSSION

In the past, the Council has cancelled one meeting for a summer recess. Historically, this occurred in August. However, in 2014 the Council decided to make the first meeting in July the summer recess. This was in response to requests received from Council about a late August recess not coordinating with their work schedules or the vacation times for working spouses or children attending school. For example, most schools are back in session by the second week of August now. In addition, cancelling the first Council meeting in July also worked given the July 4th holiday made it challenging to prepare agenda packages in a timely manner.

This year staff is requesting direction from Council on which meeting to cancel for the summer recess. If we stay with the direction from 2014, the first meeting in July would be cancelled, which is the July 14th meeting. The entire 2015 meeting schedule is attached for Council's review and consideration.

In addition to the summer recess, due to holiday plans and travels, Council may wish to consider cancelling the second meeting in December. This year that meeting falls on December 22nd. At this time, staff recommends waiting until the December 8th meeting

to make a final decision so that a determination can be made on the volume of action items pending. If needed, a special meeting on December 15, 2015, may be appropriate instead of a December 22nd meeting, which was done this past year.

ATTACHMENTS

2015 City Council Meeting Schedule

2015 CITY COUNCIL MEETING AGENDA SCHEDULE

Council Meeting Date	<u>Draft</u> Staff Report e-mailed to: City Mgr, City Atty, Finance Director, and cc: Deputy Clerk <i>(due by 5:00 p.m.)</i>	<u>FINAL</u> Agenda Title & Recommendations to Deputy Clerk <i>(due by 2:00 p.m.)</i>	Staff Reports to Clerk's Office 3 rd Floor <i>(due by 10:00 a.m.)</i>
January 13 January 27	December 30* January 15	January 7 January 21	January 8 January 22
February 10 February 24	January 29 February 11*	February 4 February 18	February 5 February 19
March 10 March 24	February 26 March 12	March 4 March 18	March 5 March 19
April 14 April 28	April 2 April 16	April 8 April 22	April 9 April 23
May 12 May 26	April 30 May 14	May 6 May 20	May 7 May 21
June 9 June 23	May 28 June 11	June 3 June 17	June 4 June 18
July 14 July 28	July 1* July 16	July 8 July 22	July 9 July 23
August 11 August 25	July 30 August 13	August 5 August 19	August 6 August 20
September 8 September 22	August 27 September 10	September 2 September 16	September 3 September 17
October 13 October 27	October 1 October 15	October 7 October 21	October 8 October 22
November 10 November 24	October 29 November 12	November 4 November 18	November 5 November 19
December 8 TBD	November 24* TBD	December 2 TBD	December 3 TBD

**Due to Holiday*



February 20, 2015

Ms. Francine McMahon
1841 Tioga Pass Way
Antioch, CA 94541

Hot Shots Bingo, Inc.
815 Fulton Shipyard Road
Antioch, CA 94509

Re: Business License Application for Hot Shots Bingo, Inc.

Dear Ms. McMahon:

The City of Antioch has received a business license application for a nonprofit Hot Shots Bingo, Inc. located at 815 Fulton Shipyard, as well as the attached email that you sent (which is shown in larger font as well).

As you know, the California Constitution and California Penal Code prohibit local lotteries or games of chance, which include bingo, unless those bingo games meet the strict requirements of the Penal Code and the City has adopted an ordinance to allow such games.

As you are also aware, the City Council adopted Ordinance No. 2091-C-S on July 22, 2014 to establish a moratorium on the issuance of any new permit, license or other approvals for new or expanded bingo games or operations within the City. The City took this action after receiving applications and inquiries for large, sole-use, bingo halls. These applications, although from nonprofits, raised issues regarding compliance with State laws, such as prohibitions on paying individuals a wage, salary or profit from the proceeds of the bingo games. These applications also raised the specter of land use impacts and police impacts more akin to gambling operations with large amounts of cash and similar to those recently addressed by the City with the computer gaming and internet access businesses. These impacts included increased crime (including robbery, illegal drug use and sales, burglary, assaults, loan sharking and prostitution) and increased juvenile truancy.

This moratorium meant that only those bingo operations operating lawfully in Antioch on July 22, 2014 could continue to operate. The moratorium was extended for another ten and half months on August 26, 2014, pursuant to Ordinance No. 2093-C-S.

When adopting the moratorium, the City Council was careful to allow for the renewal of any existing business license (as of July 22, 2014) for bingo halls or operations as long as there was no expansion in use or facilities "whether by means of additional space, construction of new facility, reconfiguration of existing facility, additional equipment, or additional days or hours of operation." The City recognizes that the traditional, periodic, small-scale bingo games ancillary

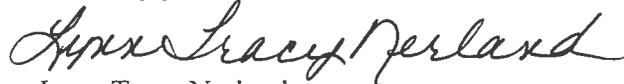
to places of worship, schools and senior centers, etc. typically fall within the exceptions to the California Penal Code and have not raised land use or local policing issues, assuming the operations comply with State law, and often provide much needed revenue to local nonprofits.

This premise was also recognized with the Ordinance that was introduced by the City Council at its meeting on February 10, 2015 [www.ci.antioch.ca.us/CityGov/agendas/CityCouncil/2015/agendas/021015/021015.pdf], as the City Council carefully attempted to balance small-scale, clearly ancillary bingo games that have been occurring at places of worship, schools, veterans' halls and the senior centers without complaint as successful fundraising endeavors for legitimate nonprofits against larger, sole purpose bingo halls that have raised concerns. This leads us to the following questions and requests for information so that we might better understand the operations of Hot Shots Bingo Inc. in considering the business license application that was submitted:

1. Did Hot Shots Bingo Inc. exist before December 30, 2014, when it received the letter from the IRS determining that it was a nonprofit 501(c)(3) organization, which you included with your business license application? If so, please describe those operations, when they occurred, when they ceased, and where they were located.
2. Provide a copy of the application submitted to the IRS, which we presume includes a description of the purpose and activities of Hot Shots Bingo and identifies all officers and financial stakeholders of Hot Shots Bingo.
3. Provide a copy of financial statements for Hot Shots Bingo (audited if available). If you do not have such financial statements, please provide some description of anticipated revenue, expenses, and charitable proceeds.
4. Please list who will operate and staff the proposed bingo operations.
5. Describe where the proposed operations of Hot Shots Bingo will occur and whether Hot Shots Bingo owns or leases that property. Describe the origin of the funds being used to purchase or lease that property.
6. Indicate the total value of prizes to be awarded.

Additional questions may arise in reviewing your submission of the requested documentation. However, we are hopeful that your submission will provide a better sense of the proposed operations of Hot Shots Bingo, Inc., so that we can determine whether a business license can be issued and how the moratorium and pending ordinances apply to the proposed use.

Sincerely yours,



Lynn Tracy Nerland
City Attorney

Letter to Francine McMahon
February 20, 2015
Page 3 of 3

Enc.: Email from Francine McMahon dated February 19, 2015

C:

Steve Duran, City Manager
Allan Cantando, Police Chief
Dawn Merchant, Finance Director
Mitch Oshinsky, Interim Community Development Director

Subject:

FW: Bingo Moratorium

February 18, 2015

City of Antioch
City Attorney - Lynn Tracy Nerland
Honorable Mayor and Members of City Council
Antioch, CA 94509

Re: Hot Shots Bingo Inc. DBA Daub 4 Kidz Bingo
VFW Hall 815 Fulton Shipyard Rd, Antioch CA 94509

Honorable Mayor & City Council,

My name is Francine McMahon and I have been a part of running non-profit bingo's in Contra Costa County since 1999. I have a non-profit , Hot Shots Bingo Inc., we are a legitimate 501(C)(3) exempt organization, we are registered with the Secretary of State, Department of Justice and the IRS.. I have been involved with many non- profit organizations. St. Peter Martyr School Bingo, Good Shepherd Church Bingo, Terrapin Swim Team Bingo and East County Hot Shots Bingo. We Hots Shots Bingo Inc. support all the local schools in Antioch, Oakley, Brentwood and Pittsburgh. Our goal is to help the schools sports programs in the area, we will fund, scholarships new equipment, hardship children, pay for field repairs, uniforms, travel and pay for indoor training facility's for the kids in our community. We want to assist the schools that have no funding for sports programs and keep the kids off the streets.

Our business hours are usually Friday Nights, Saturday Afternoon, Saturday Night and Sunday Afternoons, the Night sessions doors open at 4:00 pm and Bingo begins at 6:30 pm, Afternoon sessions doors open at 11:00am games begin at 1:00pm, our evening sessions end between 10:30 pm and 11:00pm, afternoon sessions end about 5:30 pm. Our use is clearly for regular bingo sessions and compliant with the California Bingo Regulations. Our max capacity at bingo is no more than 100 people on a given session, generally 70-80. Our players that come in are regular players for many years. In all the years I have been involved in bingo we have had no problems with the police, on a rare occasion we have had to call paramedics for a medical emergency.

I was involved in writing letters to Mindy Gentry in the planning and directed letters to city council in regards to the Moratorium for bingo , as it would impact our small bingo's and the people running it were not legitimate. Due to the internet cafe's we were victims of there so called operations.

We decided to bring our bingo back to Antioch at the VFW to run bingo and not have 2 locations as it was not cost effective, I have looked at several buildings in Antioch to suit our needs and was prepared to go down and pay for a use permit for a new location but, was advised by the VFW and the planning department we could not operate there more than 2 days in 1 location, this was only allowing 1 night of bingo at the VFW as the Woman's Auxiliary Bingo operates on Weds Nights and we are there on Friday Nights.

This causes great concern for us, we cannot pay for a building at \$ 5000 to \$ 6000 dollars a month plus expenses and only be able to operate 2 days week, not to mention the fact no one is willing to rent to us part-time. It would greatly hinder our ability to be successful and be able to donate to the kids. We are asking for you to consider allowing at least 3 -4 sessions of bingo per week for those already established and operating in Antioch, in order for us to be able to donate to the kids and make our organization shine in our community. We also want to deliver our promise to help the schools that are in dire need of our assistance. I understand you are trying to regulate who and what comes into our community, but we are being penalized for other people's businesses and actions. We are asking you to consider your allowance of days of operation for existing businesses.

If you have any further questions or concerns please feel free to contact me at 925-726-6211, if I can be present at your meeting please let me know.

Sincerely,

Francine McMahon
Hot Shots Bingo Inc.
925-726-6211

From: Francine McMahon [<mailto:francinemcmahon53@aol.com>]
Sent: Thursday, February 19, 2015 9:12 AM
To: Nerland, Lynn Tracy
Subject: Bingo Moratorium

February 18, 2015

Re: Hot Shots Bingo Inc. DBA Daub 4 Kidz Bingo
VFW Hall 815 Fulton Shipyard Rd. Antioch CA 94509

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Sincerely,

Francine McMahon
Hot Shots Bingo Inc.
925-726-6211

City of Antioch

Route 4

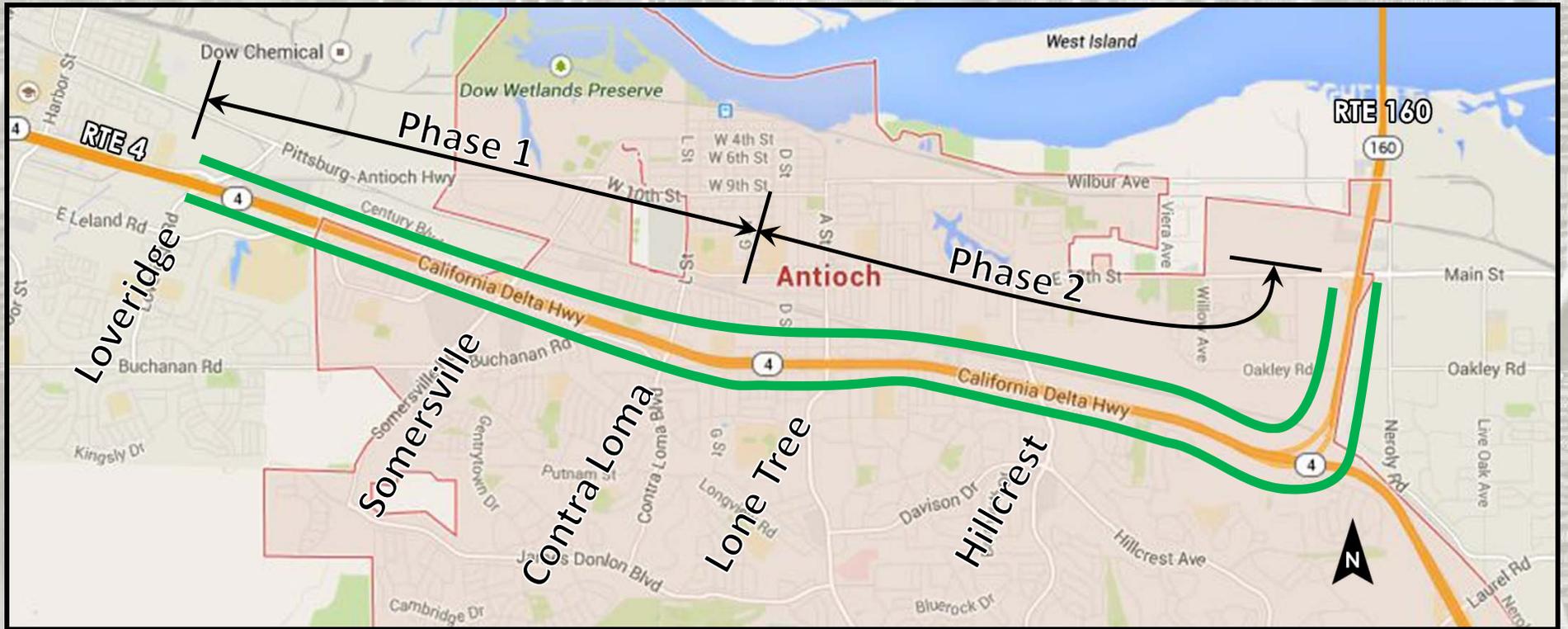
Somersville Road to Route 160



CONTRA COSTA
transportation
authority



Project Location



Purpose

- Replace planting that was removed for highway widening.
- Provide the community with a landscape that appears lush but is also drought tolerant and low-maintenance.

The New Landscape



3 Landscape Types

CITY STREETScape



STREET TREE



FLOWERING SHRUB



STAMPED CONCRETE
NARROW MEDIAN AREAS

HIGHWAY LANDSCAPE



EVERGREEN TREE



SHADE TREE



ACCENT TREE

DELTA LANDSCAPE



NATIVE TREE

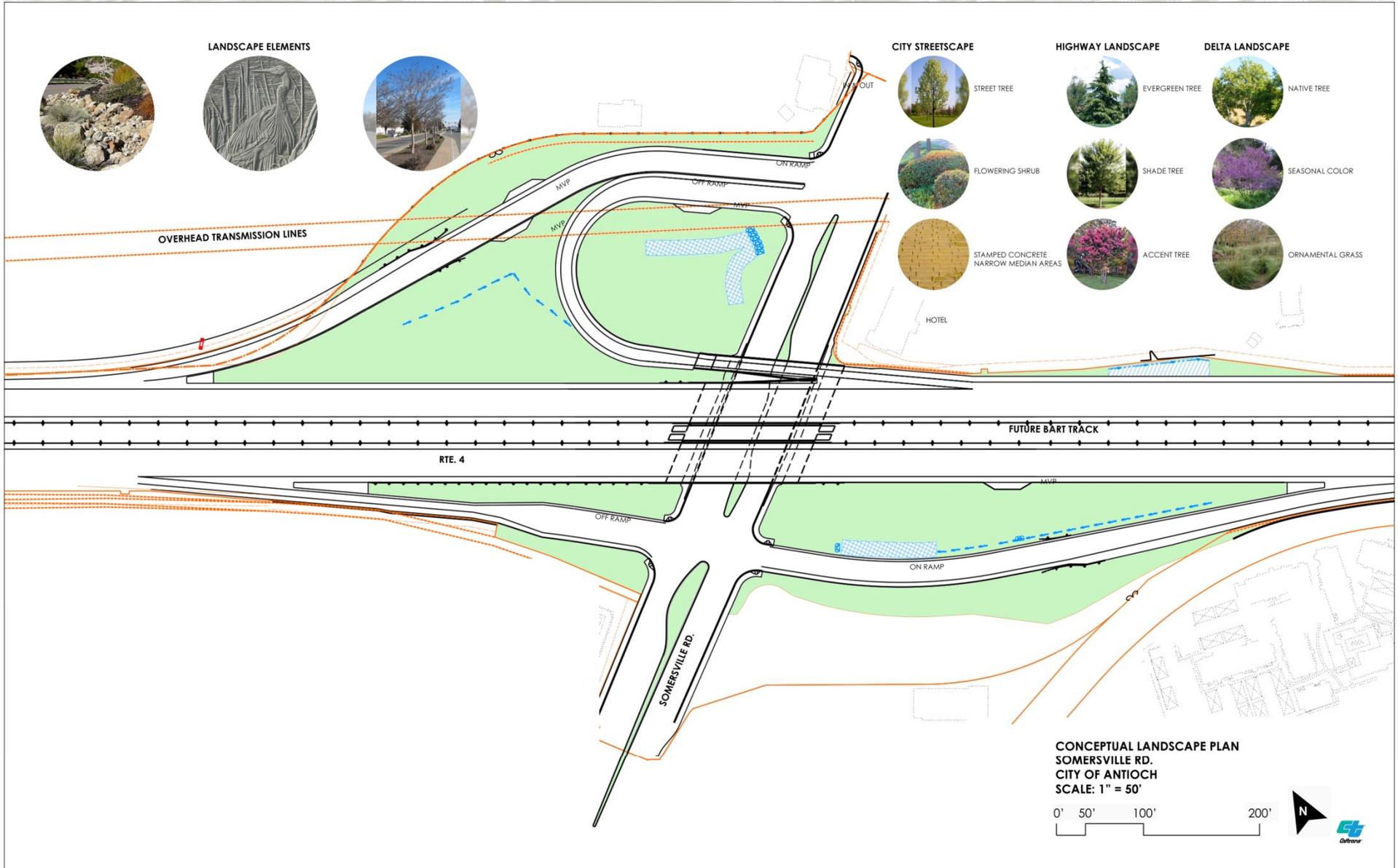


SEASONAL COLOR

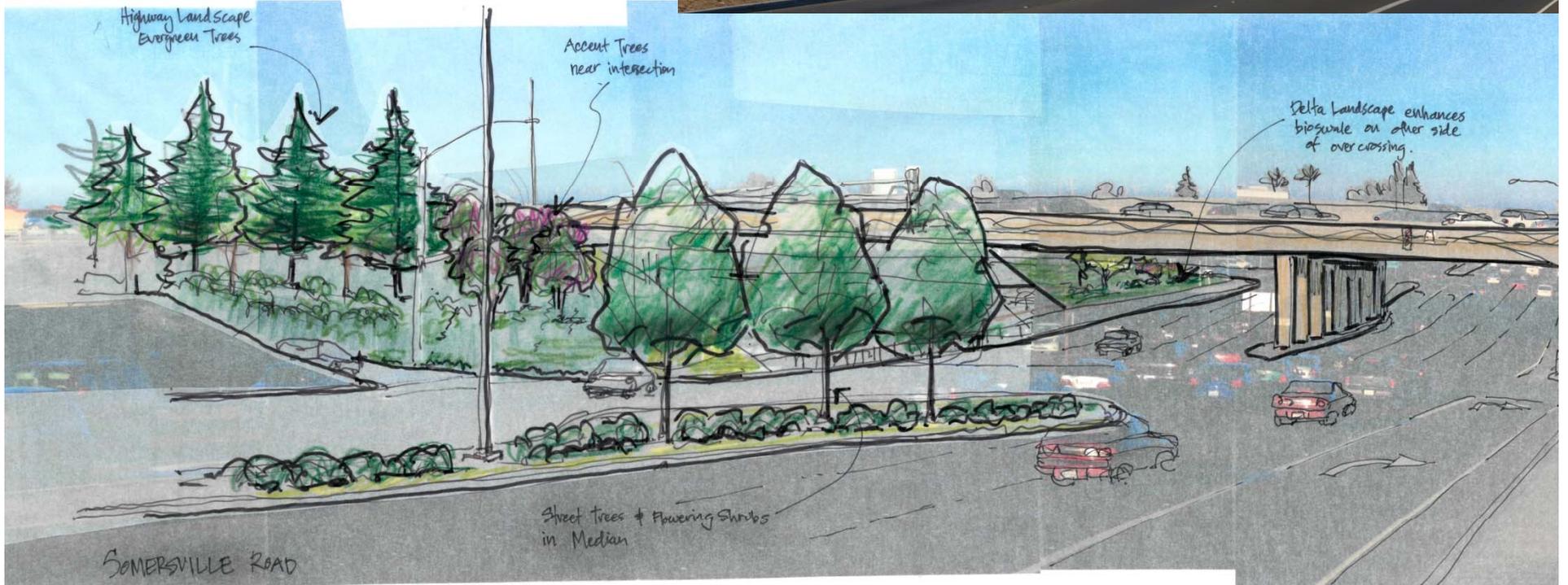


ORNAMENTAL GRASS

Somersville Road



Somersville Road



Somersville Road



Contra Loma Blvd.

CITY STREETScape



STREET TREE



FLOWERING SHRUB



STAMPED CONCRETE
NARROW MEDIAN AREAS

HIGHWAY LANDSCAPE



EVERGREEN TREE



SHADE TREE



ACCENT TREE

DELTA LANDSCAPE



NATIVE TREE

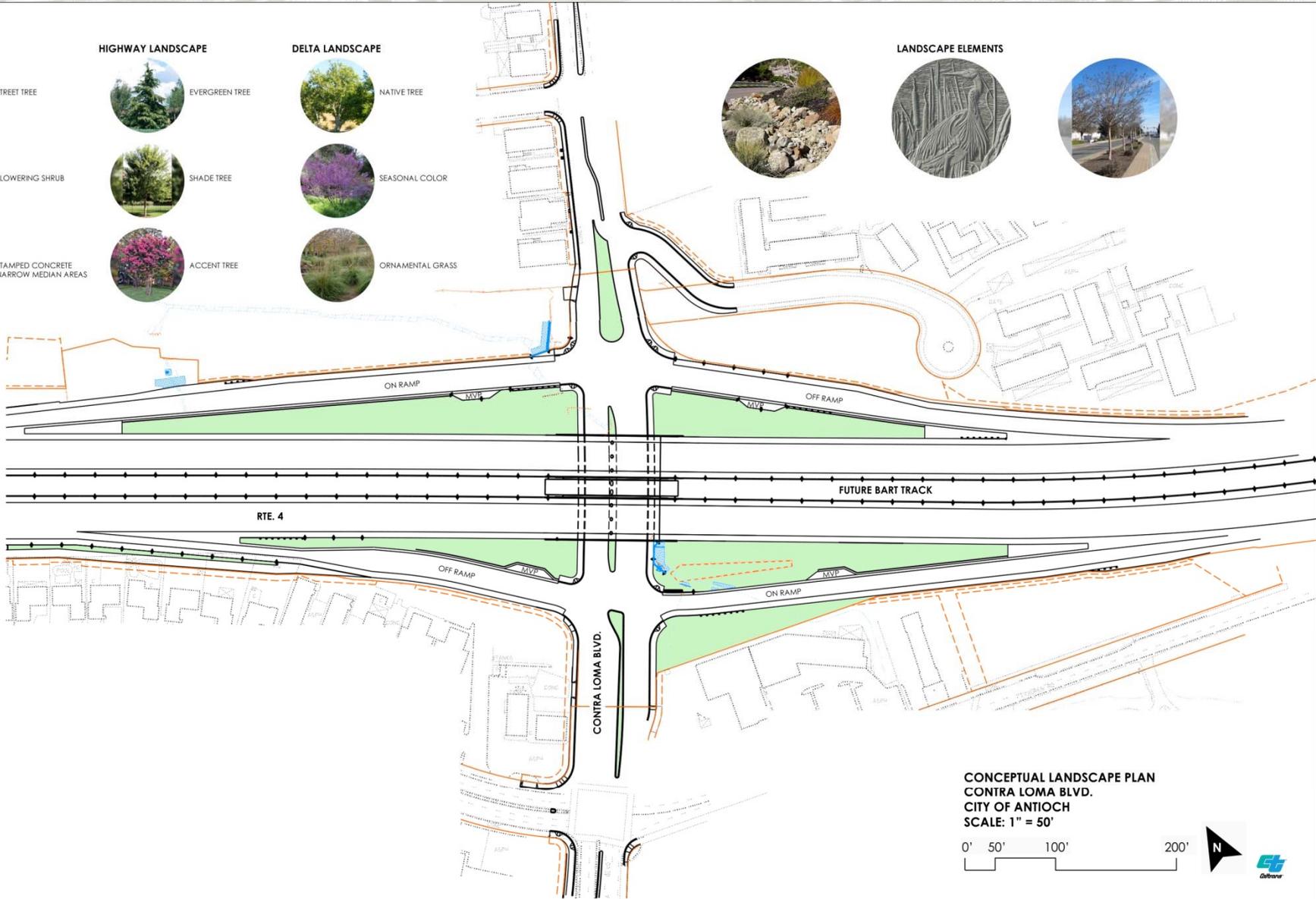


SEASONAL COLOR



ORNAMENTAL GRASS

LANDSCAPE ELEMENTS



**CONCEPTUAL LANDSCAPE PLAN
CONTRA LOMA BLVD.
CITY OF ANTIOCH
SCALE: 1" = 50'**



Contra Loma Blvd.



Contra Loma Blvd.



Schedule

- Summer 2015 landscape plans completed and ready for advertising.
- Fall 2015 landscape construction begins as soon as Contra Loma Blvd. contract is completed.
- 3 year plant establishment period begins after landscape installation is completed.
- Fall 2015 Phase 2 landscape plans preparation begins.

Tabora Gardens Senior Apartments



Pyatok Architects Inc.

architecture planning research

Satellite Affordable Housing Associates

- Nonprofit 501(c)3 corporation formed in 1966.
- 56 affordable housing communities, primarily in East Bay.
- Long-term commitment as developer-owner-manager.



MISSION STATEMENT:

SAHA provides quality affordable homes and services that empower people and strengthen neighborhoods.



Resident Services

- Full time on-site service coordinator
- Demonstrated results:
 - Life Expectancy of 83.1 years
 - Average age of residents who move out to assisted living or nursing homes was 87.6
 - In the last 12 months, each resident participated in services an average of 25 times, with 99.7% participating at least once.





Casa Montego: 1485 Montego, Walnut Creek
80 homes for low-income seniors and disabled adults.



Casa Montego: 1485 Montego, Walnut Creek
80 homes for low-income seniors and disabled adults.



Montego Place: 180 La Casa Via, Walnut Creek
An 33-unit affordable community for seniors.



Columbia Park Manor: 1780 Chester Drive, Pittsburg
A 79-unit development for low-income seniors.



Columbia Park Manor: 1780 Chester Drive, Pittsburg
A 79-unit development for low-income seniors.



Robin Lane Apartments Concord, CA
16 affordable homes for families and people with special needs.



Valley Vista Senior Housing San Ramon
A 105-unit affordable community for seniors.

Environmental Sustainability

- Efficient Energy Systems
 - Energy Star Appliances
 - Energy Efficient Windows
- Low Flow Water Fixtures
- Low or Zero VOC Paints
- Formaldehyde Free Cabinets
- Drought Tolerant Native Planting
- Solar Panels



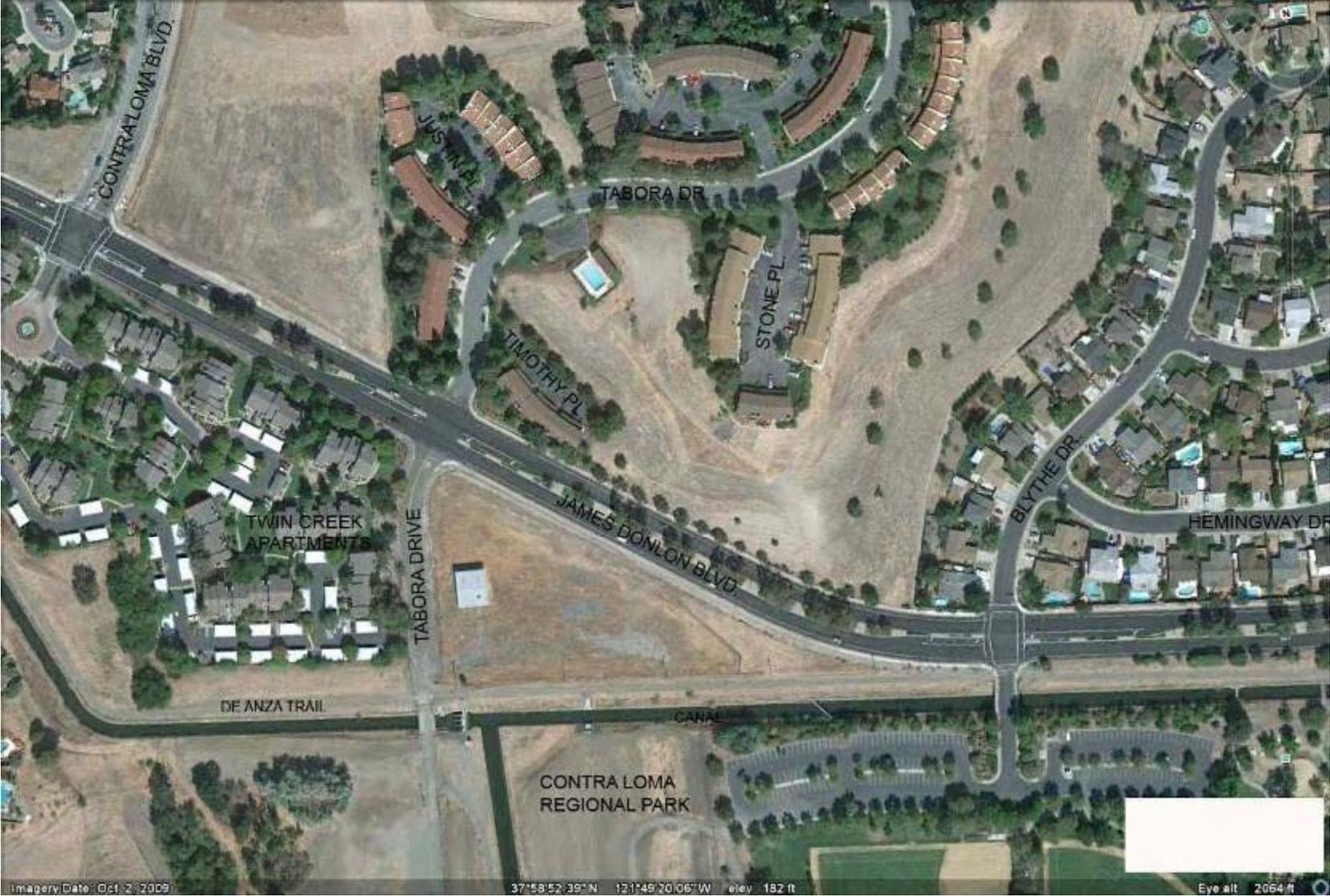
Tabora Gardens Architecture

Tabora Gardens
Senior Apartments

Pyatok Architects Inc.

architecture planning research

Aerial View



**Tabora Gardens
Senior Apartments**

Pyatok Architects Inc.

architecture planning research

Site Plan



Design Guidelines:

- Interesting street frontages for the pedestrian
- Preserve views of natural amenities unique to the site

Elevations



East Elevation (Building A)



West Elevation (Building A)

Roofs

- Reduce perceived mass of multistory buildings by dividing into smaller-scale components and adding details
 - Varying wall and roof planes
 - Varying materials and colors
 - Balconies and trellises
 - Dormers

Elevations



North Elevation (Building A)

- Sun screens provide different texture
- Recesses at end elevations provide variety



South Elevation (Building A)

Elevations

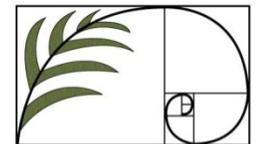


North Elevation (Building B)



South Elevation (Building B)

Tabora Gardens Landscaping



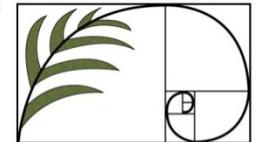
Bruce Jett Associates
LANDSCAPE ARCHITECTS

Tabora Gardens
Senior Apartments

Pyatok Architects Inc.

architecture planning research

Landscape Plan



Bruce Jett Associates
LANDSCAPE ARCHITECTS

**Tabora Gardens
Senior Apartments**

Pyatok Architects Inc.

architecture planning research

Colored Concrete



A



B



C

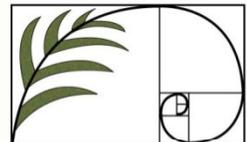
A. INTEGRAL COLOR
CONCRETE W/ LIGHT BROOM
FINISH

B. COLOR CONCRETE SAND
BLAST FINISH

C. COLOR CONCRETE
COMBINATION LIGHT BROOM
AND SAND BLAST FINISH

D

D. STANDARD GRAY CONCRETE
SIDEWALKS



Bruce Jett Associates
LANDSCAPE ARCHITECTS

Tabora Gardens
Senior Apartments

Pyatok Architects Inc.

architecture planning research

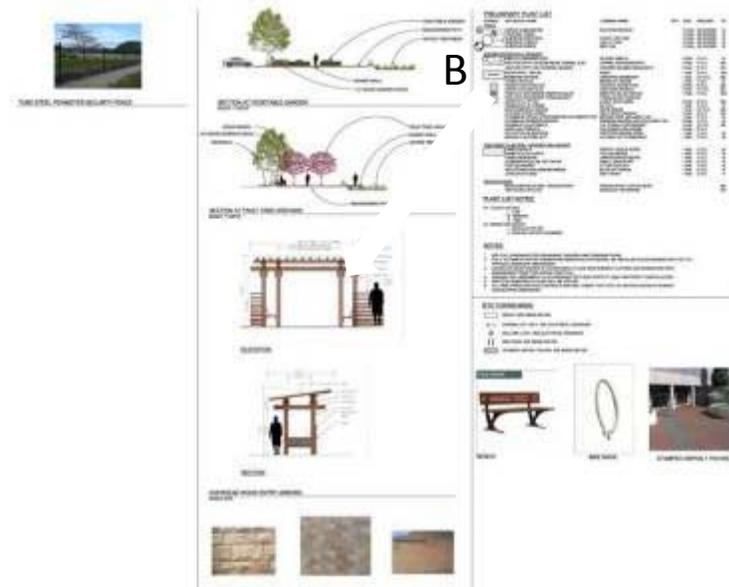
Wood



B



B. REDWOOD FENCE AND TRELLIS



Stamped Asphalt Band



**Tabora Gardens
Senior Apartments**

Pyatok Architects Inc.
architecture planning research

Benefits of Tabora Gardens

- Provide 85 units of much needed service enriched senior housing in Antioch.
- Will be maintained by an experienced property management company.
- Putting an eyesore and underutilized site back into productive use.
- Create a green development that will set an example for Antioch.
- Contribute to RHNA.



Tabora Gardens Senior Apartments



Pyatok Architects Inc.

architecture planning research



Code Enforcement

Ryan Graham
Deputy Director of Community Development
City of Antioch



CODE ENFORCEMENT

Regulate:

- Public Health
- Safety and Welfare
- Business Activities
- Consumer Protection
- Building Standards
- Land-Use
- Environmental Issues
- Municipal Affairs

Through:

- Education
- Prevention
- Detection
- Investigation
- Enforcement of statutes or ordinances



Authority

- Designated by the City Manager
- Authorized by ordinance in the municipal Code
- Recognized in the Penal Code as Public Officers
 - Issue Administrative Citations
 - Make Misdemeanor Arrest/Citation
 - Criminal History Access
 - Obtain and Serve Inspection Warrants

Staffing

2009

- Six (6) Code Enforcement Officers
- (1) Manager
- (1) Program Coordinator
- (1) Cost Recovery Specialist
- (2) Secretaries
- Traditional Code Enforcement
- Commercial Code Enforcement
- Rental Inspection Program
- Cost Recovery Program
 - **Total Staff = 11**

2015

- Three (3) Code Enforcement Officers
- (1) Manager
- 50% of a Secretary
- 50% of a Cost Recovery Person
- Current Recruitment Efforts
 - **Total Staff = 5**



Primary Enforcement

- Squatters
 - Substandard Housing
 - Illegal Dumping
 - Environmental Crimes
 - Consumer Protection
 - Homeless Issues
 - Municipal Affairs
- All in one way or another present a Public Nuisance.

Squatters









eshe™
cola

SAFeway

ENJOY BY DATE ON NECK OF BOTTLE

Nutrition Facts	
Serving Size 1/2 Cup (125ml)	
Amount Per Serving	
Calories	100
Total Fat	10g
Sodium	100mg
Total Carb	10g
Sugars	10g
Protein	10g

BERTOLLI
MARGARINE

BERTOLLI has been at the heart of Italian style cooking and eating for over 145 years. Since it began in Lanzo, Italy, in 1865, BERTOLLI has been producing premium quality food with passion and care.

For food safety and quality, follow these cooking directions - **RECOMMENDED** -

CONDENSING
B-VITAMINS

STAR
DRINK

ENERGY

Triple Strength
Triple Size

Substandard Housing



09/30/2014 11:26





10/16/2013





Illegal Dumping & Environmental Crimes



10/12/2011



10/13/2011



10/24/2011



02/18/2014 12:03



02/17/2014 23:30

Consumer Protection





Violation Reported

Referred to outside agency

Entered into CRW



Inspected by CEO

No Violation. Case Closed

Violation , Notice of Violation



After 10 day correction period, inspection by CEO

Violation Remains. \$100 Citation + Inspection Fee



After 5 day correction period, inspection by CEO

Violation Remains. \$200 Citation + Inspection Fee



After 5 day correction period, inspection by CEO

Violation Remains. \$500 Citation + Inspection Fee



After 5 day correction period, inspected by CEO

Violation Remains. Consider Warrant for Superior Court or other legal alternatives



**Serve Warrant within 14 days of Judges Signature.
Or other legal alternatives.**

Cost Recovery of Code Enforcement (Teeter Plan)

- Every citation issued can be paid within 10 days.
- After 10 days an invoice is generated and a 10% penalty is assessed.
- If no payment for 45 days, a lien is placed against the real property for the amount owed.
- Abatement liens - actual cost plus \$250 or 35% of the abatement whatever greater.
- Staff must release each lien as they are paid.
- Annually any unpaid liens are enrolled with the Contra Costa County Tax Collector.



Appeals Board

What can be appealed?

- The Notice of Violation deeming a condition a nuisance.
- Each and every citation.
- The abatement.
- Each and every lien.

*The decision of the Administrative Appeals Board can be appealed to the Contra Costa County Superior Court.



Looking Ahead

- Expense vs. Cost Recovery
- Enforcement Tools and Strategies
- Ordinance Clean-up
- Partnerships



Questions?