



Council Chambers
200 H Street
Antioch, CA 94509
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

NOVEMBER 22, 2016

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

Michael G. Vigilia, City Attorney

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Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, located on the 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.

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

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

CITY COUNCIL COMMITTEE REPORTS

MAYOR'S COMMENTS

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

A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 8, 2016

Approved, 5/0

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

STAFF REPORT

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

STAFF REPORT

C. FINAL ACCEPTANCE OF THE PREWETT PARK PLAYGROUND (PW 567-C4)

Reso No. 2016/122 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution, accepting work and authorizing the Assistant City Manager/Public Works Director/City Engineer to file a Notice of Completion for the Prewett Park Playground and increase the existing contract with Sierra Valley Construction, Inc. for this project in the amount of \$66,605.11 for a total of \$484,582.47.

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

D. RESOLUTIONS TRANSFERRING PROPERTY FROM THE CITY OF ANTIOCH TO THE SUCCESSOR AGENCY OF THE ANTIOCH DEVELOPMENT AGENCY AND BACK TO THE CITY OF ANTIOCH

**Reso No. 2016/123 adopted AND
SA Reso No. 2016/23 adopted, 5/0**

Recommended Action: It is recommended that the City Council and the Successor Agency to the Antioch Development Agency adopt resolutions approving and accepting the transfer of Government Purpose and Future Development properties from the City to the Successor Agency to the Antioch Development Agency and transfer back to the City of Antioch for continued Governmental use (15 properties) and future development (3 properties).

STAFF REPORT

E. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Approved, 5/0

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

STAFF REPORT

F. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

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

STAFF REPORT

PUBLIC HEARING

2. EMERGENCY SHELTER REZONE (APN 074-080-034)

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

To 12/13/16 for adoption, 5/0

- 1) Introduce the ordinance rezoning the project site (APN 074-080-034) from Residential High Density (R-35) to Residential High Density (R-35) with an Emergency Shelter (ES) Overlay.

STAFF REPORT

3. APPROVAL OF A REIMBURSEMENT AGREEMENT WITH DAVIDON HOMES FOR CERTAIN ROADWAY AND UTILITY IMPROVEMENTS (PW 674)

Reso No. 2016/124 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Resolution approving a Reimbursement Agreement between the City of Antioch and Davidon Homes for Certain Roadway and Utility Improvements.

STAFF REPORT

COUNCIL REGULAR / CITY OF ANTIOCH ACTING AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY AGENDA

4. PLANNING COMMISSION APPOINTMENT TO FILL TWO (2) VACANCIES EXPIRING OCTOBER 2020

Reso No. 2016/125 adopted appointing James W. Conley to one full-term vacancy expiring October 2020 and leave open the second vacancy, 5/0

Recommended Action: It is recommended that the Mayor nominate and Council appoint by resolution two (2) full-term vacancies to the Planning Commission.

STAFF REPORT

5. CONTRA COSTA COUNTY LIBRARY COMMISSION APPOINTMENT TO FILL ONE (1) VACANCY (ANTIOCH RESIDENT REPRESENTATIVE) EXPIRING JUNE 2018

Reso No. 2016/126 adopted appointing Dr. John M. Huh to the full-term vacancy, expiring June 2018, 5/0

Recommended Action: It is recommended that the Mayor nominate and Council appoint by resolution one (1) full-term vacancy to the Contra Costa County Library Commission.

STAFF REPORT

6. PROPOSED SALES TAX SHARING AGREEMENT WITH ONESOURCE SUPPLY SOLUTIONS

Council voted to Continue this item to January 2017, 3/2-H, T

Recommended Action: It is recommended that the City Council receive this report and direct staff regarding the proposed Sales Tax Sharing Agreement with OneSource Supply Solutions and new information received from OneSource regarding projected revenues.

STAFF REPORT

7. RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION GRANT AGREEMENT FROM THE ASSOCIATION OF BAY AREA GOVERNMENTS FOR THE MARINA KAYAK LAUNCHING FACILITY (PW 523-18)

Reso No. 2016/127 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Construction Grant Agreement from the Association of Bay Area Governments in the amount of \$31,835 for the Marina Kayak Launching Facility and directing the Director of Finance to amend the current year's budget upon receipt of necessary executed grant contracts.

STAFF REPORT

8. FORMATION OF THE PROPOSED EAST LONE TREE SPECIFIC PLAN BENEFIT DISTRICT

Reso No. 2016/128 adopted setting the Public Hearing date for December 13, 2016, 5/0

Recommended Action: It is recommended that the City Council approve the Resolution to Receive the Engineer's Report and Set the Date of a Public Hearing for the City Council of the City of Antioch to Consider the Formation of the East Lone Tree Specific Plan Benefit District.

STAFF REPORT

COUNCIL REGULAR / CITY OF ANTIOCH ACTING AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY AGENDA – Continued

9. VEHICLE REPLACEMENT PURCHASE

Reso No. 2016/129 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution to approve vehicle replacements in the Police and Public Works Departments and authorize the City Manager or his designee to enter into an agreement with All Star Ford, Pittsburg, CA to purchase nine Police vehicles for a total cost not to exceed \$278,229.88 and two Public Works utility trucks for a total cost not to exceed \$56,893.10.

STAFF REPORT

10. BOND SPENDING PLAN AND AGREEMENT

Recommended Action: It is recommended that the City Council and City Council acting as Successor Agency to the Antioch Development Agency adopt the following resolutions:

Reso No. 2016/130 adopted, 5/0

- Resolution of the City Council of the City of Antioch approving a Bond Spending Plan and Bond Proceeds Expenditure Agreement with the Successor Agency to the Antioch Development Agency for use of excess bond proceeds remaining from the Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds.

SA Reso No. 2016/24 adopted, 5/0

- Resolution of the Successor Agency to the Antioch Development Agency approving a Bond Spending Plan and Bond Proceeds Expenditure Agreement with the City of Antioch for use of excess bond proceeds remaining from the Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds.

STAFF REPORT

11. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR SENIOR EXECUTIVE ASSISTANT, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE CONFIDENTIAL BARGAINING UNIT

Reso No. 2016/131 adopted, 4/1-W

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

- 1) Approving the class specification of Senior Executive Assistant; and
- 2) Assigning the Senior Executive Assistant classification to a salary range and to the Confidential Bargaining Unit.

STAFF REPORT

12. RESOLUTION APPROVING ONE (1) SENIOR EXECUTIVE ASSISTANT POSITION IN THE FISCAL YEAR 2016/17 BUDGET

Reso No. 2016/132 adopted, 4/1-W

Recommended Action: It is recommended that the City Council adopt a resolution approving one (1) Senior Executive Assistant position in the fiscal year 2016/17 Budget.

STAFF REPORT

COUNCIL REGULAR / CITY OF ANTIOCH ACTING AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY AGENDA – Continued

13. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR ACCOUNTING TECHNICIAN II, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE CONFIDENTIAL BARGAINING UNIT

Reso No. 2016/133 adopted, 3/2-W, O

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

- 1) Approving the class specification of Accounting Technician II; and
- 2) Assigning the Accounting Technician II classification to a salary range and to the Confidential Bargaining Unit.

STAFF REPORT

14. RESOLUTION APPROVING ONE (1) ACCOUNTING TECHNICIAN II POSITION AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT

Reso No. 2016/134 adopted, 3/2-W, O

Recommended Action: It is recommended that the City Council adopt a resolution approving one (1) Accounting Technician II position, and authorizing the appropriate budget adjustment.

STAFF REPORT

15. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR SENIOR ECONOMIC DEVELOPMENT PROGRAM MANAGER, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE MANAGEMENT-SENIOR BARGAINING UNIT

Reso No. 2016/135 adopted, 3/2-W, O

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

- 1) Approving the class specification of Senior Economic Development Program Manager; and
- 2) Assigning the Senior Economic Development Program Manager classification to a salary range and to the Management-Senior Bargaining Unit.

STAFF REPORT

16. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE CONFIDENTIAL UNIT FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021

Reso No. 2016/136 adopted, 5/0

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

- 1) Approving the Tentative Agreement between the City of Antioch and the Confidential Unit; and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

STAFF REPORT

COUNCIL REGULAR / CITY OF ANTIOCH ACTING AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY AGENDA – Continued

17. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL UNION NO. 3 (OE 3) FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021

Reso No. 2016/137 adopted, 5/0

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

- 1) Approving the Tentative Agreement between the City of Antioch and Operating Engineers Local Union No. 3 (OE 3); and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

STAFF REPORT

18. SIDE LETTER BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) REGARDING NON-SWORN POLICE DISPATCHER CLASSIFICATION SALARIES

Reso No. 2016/138 adopted, 5/0

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

- 1) Approving the Side Letter between the City of Antioch and the Antioch Police Officers Association (APOA) regarding non-sworn Police Dispatcher classification salaries; and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Side Letter.

STAFF REPORT

19. TENTATIVE AGREEMENTS BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) FOR THE PERIOD OF SEPTEMBER 1, 2016 – AUGUST 31, 2021

Reso No. 2016/139 adopted, 5/0

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

- 1) Approving the Tentative Agreements between the City of Antioch and the Antioch Police Officers Association (APOA); and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreements.

STAFF REPORT

COUNCIL REGULAR / CITY OF ANTIOCH ACTING AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY AGENDA – Continued

20. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION (APSMA) FOR THE PERIOD OF MARCH 1, 2017 – FEBRUARY 28, 2022

Reso No. 2016/140 adopted, 5/0

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

- 1) Approving the Tentative Agreement between the City of Antioch and the Antioch Police Sworn Management Association (APSMA); and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

STAFF REPORT

21. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE MANAGEMENT UNIT FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021

Reso No. 2016/141 adopted, 5/0

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

- 1) Approving the Tentative Agreement between the City of Antioch and the Management Unit; and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

STAFF REPORT

22. DISCUSSION OF JORDAN V. CITY OF ANTIOCH SETTLEMENT

No action taken

Recommendation: Allow for public comment on the City's recent settlement in Jordan v. City of Antioch, which concerns the City's practice of transferring funds from its Water and Sewer Enterprise Funds to the Police Department budget. The Settlement Agreement for this case, approved at the last City Council meeting, requires that the Council hold an open-session item at the November 22, 2016 meeting to allow for public comment.

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 – 8:48 p.m. to Special Meeting on December 8, 2016 at 6:00 p.m.

**Location: City of Antioch – Council Chambers
200 “H” Street, Antioch, CA 94509**

CITY COUNCIL MEETING

Regular Meeting
7:00 P.M.

November 8, 2016
Council Chambers

5:30 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City’s Labor Negotiators is authorized by California Government Code § 54957.6; City designated representatives: Nickie Mastay, Denise Haskett and Glenn Berkheimer; Employee organizations: Antioch Police Officers’ Association, Operating Engineers Local Union No. 3 (OE3), Antioch Police Sworn Management Association (AP SMA), Confidential Unit, and Management Unit.
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to California Government Code Section 54956.1(d)(1): Mark Jordan v. City of Antioch, Contra Costa County Superior Court Case No MSN 16-0527.
3. **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Significant Exposure to Litigation pursuant to California Government Code section 54956.9(d)(2): Receipt of Supplemental Notice of Potential Claim filed by Sierra Valley Construction.
4. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property – Humphrey’s Restaurant: Agency Negotiator – City Manager; Parties – Dorothy Everett and John Jernegan.

City Attorney Vigilia reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, Direction to staff and **#2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, By a 5/0 vote, Council approved the settlement; and, **#3 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION**, Direction was given to the City Attorney; and, **#4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, No reportable action.

Mayor Harper called the meeting to order at 7:00 P.M and announced City Clerk Simonsen would receive ballots until 8:00 P.M. City Clerk Simonsen called the roll.

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

PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Councilmember Ogorchock announced in honor of Veteran’s Day, Antioch Animal Services would waive adoption fees for active duty, retired military, Veterans and their dependants from 10:00 A.M. - 5:00 P.M. on November 12, 2016. She reported the Antioch Police Department was participating in *No Shave November* and she challenged residents to match her \$100.00 donation.

Chief Cantando added the City of Antioch was 10th in the nation for the amount of donations received for *No Shave November*. He noted donations could be made through the Antioch Police Department Facebook page or by bringing their cash or checks to the Antioch Police Department.

City Attorney Vigilia, speaking to the issue of holding a Council meeting on an election night explained, this meeting was necessary as there were items on the agenda that were time sensitive.

PUBLIC COMMENTS

Martha Goralka, Antioch resident, thanked the City Council for their service and stated she appreciated that they had indicated if reelected, they would place the Save the Yard proposal on an agenda. She spoke in support of developing solutions for homelessness in Antioch.

Angela DeVictoria, Antioch resident, expressed concern regarding homelessness and how this issue would be addressed with winter coming.

Fred Rouse, Antioch resident, stated he was disappointed Council was holding a meeting on election night. He requested they postpone any decision on agenda items and end the meeting immediately. He stated in the future, he would encourage Council to take action based on input received from the community.

J.R. Wilson thanked Mayor Harper for designating Veteran parking spaces in the City. He announced Veteran's Day festivities would begin at 9:30 A.M. on November 11, 2016 and John McMullen would serve as Grand Marshal as he had been chosen as Antioch Veteran of the Year. He thanked the City for supporting the Veteran's Day event and announced that they would be accepting donations to reach their fundraising goal.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Rocha thanked everyone who expressed concern regarding her husband's health and reported he was doing well. She also thanked residents for her years of service to the community.

Councilmember Ogorchock reported on her attendance at the East County Water Management Associates meeting.

MAYOR'S COMMENTS

Mayor Harper thanked everyone who exercised their right to vote.

1. COUNCIL CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR OCTOBER 25, 2016

B. APPROVAL OF COUNCIL WARRANTS

C. REJECTION OF CLAIM: WENDELL CELESTINE, JR.

D. APPROVAL OF TREASURER'S REPORT FOR SEPTEMBER 2016

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

PUBLIC HEARING

2. ADOPTION OF AN INTERIM URGENCY ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON NON-MEDICAL MARIJUANA USES WITHIN THE CITY OF ANTIOCH

City Attorney Vigilia presented the staff report dated November 8, 2016 recommending the City Council: 1) Introduce the Interim Urgency Ordinance establishing a temporary moratorium on Non-Medical Marijuana Uses within the City of Antioch by title only; and 2) Adopt the Interim Urgency Ordinance establishing a temporary moratorium on Non-Medical Marijuana Uses. *(A 4/5 vote is required for adoption.)*

City Attorney Vigilia explained the goal of the moratorium was to maintain status quo to give staff and Council time to determine how they would like to proceed. He clarified by law the temporary moratorium could only last for up to 45 days and prior to expiration, staff would come back to Council with a report and, if extended, a notice of public hearing would be required.

Mayor Harper opened the public hearing.

Alanna Everhart, Brentwood resident, Center for Human Development spoke in support of the moratorium on non-medical marijuana uses and reducing youth access to marijuana.

Mayor Harper closed the public hearing.

ORDINANCE NO. 2118-C-S

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously 1) Introduced the Interim Urgency Ordinance establishing a temporary moratorium on Non-Medical Marijuana Uses within the City of Antioch by title only; and 2) Adopted the Interim Urgency Ordinance establishing a temporary moratorium on Non-Medical Marijuana Uses.

3. APPEAL OF PLANNING COMMISSION APPROVAL OF DELTA COURTYARD APARTMENTS AFFORDABLE HOUSING (UP-15-16)

Councilmembers Tiscareno and Ogorchock stated they were Real Estate Agents who worked with Ralph Garrow who had a vested interest in the Delta Courtyard Apartments project. They noted he was not their Broker; therefore, there would be no conflict of interest in review of the appeal.

Director of Community Development Ebbs presented the staff report dated November 8, 2016 recommending the City Council adopt the Resolution granting the appeal to allow for deferral of development impact fees until just prior to the issuance of certificates of occupancy, but denying the remaining requests.

Mayor Harper opened the public hearing.

Bill Spann presented a fly through video of the project.

In response to Mr. Spann, Director of Community Development Ebbs explained the Police Services Community Finance District (CFD) had been applied to multiple projects prior to the formal submittal of an application for this project.

Bill Spann, Pacific West Communities, explained that they became aware of the CFD and the Measure O Tax Assessment a day before the Planning Commission meeting. He stated had they known prior to that, they would have realized it was not financially feasible to move forward with the application. He stated without cooperation from the City on filling the gap with the fees and assessments, the project would be financially infeasible and the property would no longer be an affordable housing site. He reported this site was designated as a Difficult Development Area (DDA) which would generate \$2.2M in additional tax credit equity; however, if they could not start construction by early 2017, the designation would be lost. He clarified they were a for-profit developer; however, the project would be managed by a non-profit, thereby qualifying it for welfare exemption and property tax waivers; essentially making it a non-profit development. He discussed the project benefits and urged the Council to take them under consideration in making their decision on the appeal.

In response to Mayor Harper, Mr. Spann explained with the CFD and the Measure O Tax Assessment fees, operating expenses would be much higher and they could not borrow as much money as they had projected, equating to a shortage of \$1.2M.

City Clerk Simonsen announced the Power point presentation and a letter from the Department of Housing and Community Development Division of Housing Policy Development dated November 3, 2016 were provided to Council, staff, and copies were available in Chamber Chambers for the public.

Nancy Fernandez, Antioch resident, urged Council not to grant the exemption for CFD and the Measure O Tax Assessment fees noting it would set precedence and go against what had been voted on by the public.

Lynette Solario, Antioch resident, expressed concern the project had not provided sufficient parking spaces. She noted this was a for-profit development and the City of Antioch could not afford to subsidize the project.

Frederick Rouse, Antioch resident, stated if the City loaned the developer money, there should be interest paid on the money forgiven.

Mike Serpa, stated he was the owner of the subject site and part owner of the Aviano project that created the CFD. He reported they did not believe the budget had been calculated correctly for the CFD. He explained that this location had been a challenge and Pacific West Communities had brought forward a beautiful project with complex financing that should be exempt from the Landlord Tax. He requested Council consider the benefits of the project and approve their proposal.

In response to Councilmember Rocha, Mr. Spann stated they would attempt to add a gate to the property.

Mayor Harper closed the public hearing.

In response to Councilmember Rocha, Chief Cantando explained the area did not generate a high call volume for Antioch Police Department.

Director of Community Development Ebbs explained the current site plan would not allow for a gate that would provide adequate room for vehicles to stage out of traffic or turn around to exit.

In response to Councilmember Tiscareno, Director of Community Development Ebbs reiterated the management entity was a non-profit but the underlying ownership was a for-profit.

Councilmember Ogorchock expressed concern the project had not provided adequate parking for residents and stated community outreach should have been conducted with residents in the Lake Alhambra neighborhood.

Following discussion, Council majority discussed the importance of the project complying with the City's requirement for the CFD and the Measure O Tax Assessment fees.

Councilmember Rocha stated she had hoped the City could resolve the issues with the applicant and she would be voting against the following motion.

Councilmember Tiscareno stated he hoped the project would move forward.

RESOLUTION NO. 2016/117

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the differed development impact fees, denied the reduced police CFD participation fees, and denied the business license exemption. The motion carried the following vote:

Ayes: Wilson, Ogorchock, Tiscareno, Harper

Noes: Rocha

COUNCIL REGULAR AGENDA

4. RESOLUTION APPROVING PROSSERVILLE PARK PLAYGROUND DEVELOPMENT FOR THE FISCAL YEAR 16-17 PARK FACILITIES CAPITAL IMPROVEMENT

PROJECT; APPROVING THE RECOMMENDED PLAYGROUND DESIGN AND AMENDING THE FISCAL YEAR CIP BUDGET BY \$50,000

Director of Parks and Recreation Kaiser and Deputy Director of Public Works Bechtholdt presented the staff report dated November 8, 2016 recommending the City Council adopt a resolution approving Prosserville Park playground development for the Fiscal Year 16-17 Park Facilities Capital Improvement Project; approving the recommended playground design and amending the FY 16-17 CIP Budget to include additional funding in the amount of \$50,000 from the Delta Fair Fund. She corrected the request for additional funding to \$50,858.

Nakita Crawford, Chipso Washington, Yerenia Zarate, Freddy Leon and Rhea Elina Laughlin representing East County Regional Group (ECRG), John Jones representing Contra Costa Child Care Council and Denise Woods speaking on behalf of Martin Santiago representing Pittsburg Independent Learning Center spoke in support of the proposal for Prosserville Park and discussed the importance of allocating funding for the basketball courts at Contra Loma Estates Park, as soon as possible.

Heather Emswiler, Skyhawks, spoke in support of the City funding basketball courts at Contra Loma Estates Park, as soon as possible.

Derrick Davis, Antioch resident, spoke in support of the City funding basketball courts, surveillance cameras, improved lighting and proper signage at Contra Loma Estates Park.

Molly Bergstrom, Kaiser Permanente, provided written comment in support of the City funding basketball courts at Contra Loma Estates Park.

Bob Liles, Antioch resident, gave an update on the disc golf course project and stated they hoped to move forward with their plans to install the course this winter.

In response to Councilmember Rocha, City Manager Duran stated Finance Director Merchant could look into the remaining Children's Fund for funding the basketball courts.

RESOLUTION NO. 2016/118

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council unanimously adopted a resolution approving Prosserville Park playground development for the Fiscal Year 16-17 Park Facilities Capital Improvement Project; approving the recommended playground design and amending the FY 16-17 CIP Budget to include additional funding in the amount of \$50,858 from the Delta Fair Fund through a Purchase Order to Miracle Play Systems.

5. FORMATION OF THE PROPOSED CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2016-01 (POLICE PROTECTION)

Assistant City Engineer Filson presented the staff report dated November 8, 2016 recommending 1) The City Council adopt the Resolution approving a Statement of Local Goals and Policies Concerning the use of the Mello-Roos Community Facilities Act of 1982. 2) The City Council

adopt the Resolution of Intention of the City Council of the City of Antioch with Respect to Formation of the Proposed City of Antioch Community Facilities District No. 2016-01 (Police Protection).

RESOLUTION NO. 2016/119
RESOLUTION NO. 2016/120

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously 1) Adopted the Resolution approving a Statement of Local Goals and Policies Concerning the use of the Mello-Roos Community Facilities Act of 1982. 2) Adopted the Resolution of Intention of the City Council of the City of Antioch with Respect to Formation of the Proposed City of Antioch Community Facilities District No. 2016-01 (Police Protection).

6. FORMATION OF THE PROPOSED EAST LONE TREE SPECIFIC PLAN BENEFIT DISTRICT

Assistant City Engineer Filson presented the staff report dated November 8, 2016 recommending the City Council adopt the Resolution of Intention of the City Council of the City of Antioch to Consider the Formation of the East Lone Tree Specific Plan Benefit District.

RESOLUTION NO. 2016/121

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously adopted the Resolution of Intention of the City Council of the City of Antioch to Consider the Formation of the East Lone Tree Specific Plan Benefit District.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Councilmember Wilson requested staff agendize a discussion on the formation of a Fire District.

Councilmember Rocha requested staff request the Parks and Recreation Commission determine if there is a need for basketball courts in City's Park facilities.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 9:17 P.M. to the next regular Council meeting on November 22, 2016.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

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100 General Fund

Non Departmental

365473 DELTA DENTAL	PAYROLL DEDUCTIONS	738.25
365615 FCS INTERNATIONAL INC	CONSULTING SERVICES	1,000.00
365639 MICHAEL BAKER INTERNATIONAL INC	CONSULTING SERVICES	10,361.72
365660 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	1,863.83
365707 DANIELS, DENISSE	BARRICADE DEPOSIT REFUND	60.00
365739 MICHAEL BAKER INTERNATIONAL INC	CONSULTING SERVICES	1,769.00
365772 VIVINT SOLAR DEVELOPER LLC	SMIP FEE REFUND	17.44

City Council

205147 RALEYS	MEETING EXPENSE	42.54
365693 BAGEL STREET CAFE	MEETING EXPENSE	104.25
365695 BANK OF AMERICA	CONFERENCE EXPENSE	757.48

City Attorney

365451 BANK OF AMERICA	CONFERENCE EXPENSE	699.42
365555 TELECOM LAW FIRM PC	LEGAL SERVICES	4,679.20
365562 WESTAMERICA BANK	COPIER LEASE	78.95
365716 ELLISON SCHNEIDER AND HARRIS LLP	LEGAL SERVICES	220.00
365733 LEXISNEXIS	ONLINE LEGAL RESEARCH	166.00
365766 TELECOM LAW FIRM PC	LEGAL SERVICES	483.00
927996 RAY MORGAN COMPANY	COPIER USAGE	191.17

City Manager

365562 WESTAMERICA BANK	COPIER LEASE	78.95
365695 BANK OF AMERICA	BUSINESS EXPENSES	1,666.57
365709 DURAN, STEVEN A	EXPENSE REIMBURSEMENT	78.22
927996 RAY MORGAN COMPANY	COPIER USAGE	191.17
928018 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	1,875.00

City Clerk

365562 WESTAMERICA BANK	COPIER LEASE	78.95
365612 ECS IMAGING INC	PROFESSIONAL SERVICES	612.26
365715 EIDEN, KITTY J	PROFESSIONAL SERVICES	1,551.00
927996 RAY MORGAN COMPANY	COPIER USAGE	191.17

City Treasurer

365619 GARDA CL WEST INC	ARMORED CAR PICK UP	246.66
365656 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,351.29

Human Resources

365482 FEDEX	SHIPPING	24.31
365499 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	1,003.00
365527 PETERS, BRANDON W L	EDUCATIONAL INCENTIVE	800.00
365562 WESTAMERICA BANK	COPIER LEASE	250.02
365612 ECS IMAGING INC	PROFESSIONAL SERVICES	612.26
365645 OFFICE MAX INC	OFFICE SUPPLIES	108.09
365715 EIDEN, KITTY J	PROFESSIONAL SERVICES	630.00
365776 WORXTIME LLC	PROFESSIONAL SERVICES	4,450.00
927996 RAY MORGAN COMPANY	COPIER USAGE	503.95

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Economic Development

365445	ANTIOCH CHAMBER OF COMMERCE	MEMBERSHIP DUES	1,270.00
365456	BEST BEST AND KRIEGER LLP	LEGAL SERVICES	2,546.96
365545	SMYERS AND KRAUSS APPRAISAL	APPRAISAL FEE	4,800.00
365562	WESTAMERICA BANK	COPIER LEASE	78.95
365603	CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	386.16
365744	MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	5,317.36
927996	RAY MORGAN COMPANY	COPIER USAGE	191.17

Finance Administration

365562	WESTAMERICA BANK	COPIER LEASE	250.02
365612	ECS IMAGING INC	PROFESSIONAL SERVICES	612.26
927996	RAY MORGAN COMPANY	COPIER USAGE	344.87

Finance Accounting

365532	PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL DEDUCTIONS	1,940.82
927999	SUNGARD PUBLIC SECTOR INC	ASP SERVICE	24,827.98
928004	CLINE, CAROL	EXPENSE REIMBURSEMENT	39.01
928021	SUNGARD PUBLIC SECTOR INC	TRAINING	1,281.60

Finance Operations

365500	JOHNSEN, SONIA ZENELIA	EXPENSE REIMBURSEMENT	393.58
365562	WESTAMERICA BANK	COPIER LEASE	350.36
365605	CSMFO	RENEWAL-SAUNDERS	110.00
365662	SAUNDERS, LISA D	MILEAGE REIMBURSEMENT	40.93
365771	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
927996	RAY MORGAN COMPANY	COPIER USAGE	561.98

Non Departmental

365514	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTION	7,438.31
365516	MUNISERVICES LLC	SUTA SERVICES	36,028.84
365532	PUBLIC EMPLOYEES RETIREMENT SYSTEM	NON ELIGIBLE PREMIUMS	1,058.73
365560	WAGeworks	ADMIN FEE	114.00
365651	PARS	POLICE SIP CONTRIBUTION	283,310.00
365697	BAZINET, MARIA	RESIDENTIAL BL TAX REFUND	100.00
365743	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	27,885.46
365745	MUNISERVICES LLC	BL DISCOVERY SERVICES	3,700.85
927989	RETIREE	MEDICAL AFTER RETIREMENT	1,687.96

Public Works Maintenance Administration

365562	WESTAMERICA BANK	COPIER LEASE	22.50
365698	BERNAL JR, ROWLAND	SAFETY BOOTS REIMBURSEMENT	126.07
927996	RAY MORGAN COMPANY	COPIER USAGE	44.85

Public Works General Maintenance Services

365562	WESTAMERICA BANK	COPIER LEASE	60.00
927996	RAY MORGAN COMPANY	COPIER USAGE	119.59

Public Works Street Maintenance

365444	ANTIOCH BUILDING MATERIALS	ASPHALT	2,794.87
365552	SUBURBAN PROPANE	PROPANE	273.08
365691	ANTIOCH BUILDING MATERIALS	ASPHALT	7,260.33
365718	FASTENAL CO	SUPPLIES	51.70

Prepared by: Georgina Meek
 Finance Accounting

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365748 NEXTEL SPRINT	CELL PHONE	172.93
365755 PETERSON	2016 CAT 430F2 TRACTOR	38,884.13
927987 GRAINGER INC	SUPPLIES	211.86
928000 TELFER PAVEMENT TECHNOLOGIES LLC	SUPPLIES	838.08
Public Works-Signal/Street Lights		
365547 ST FRANCIS ELECTRICAL LLC	ELECTRICAL SERVICES	2,300.00
365753 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,027.30
927991 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,191.00
928017 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,558.20
Public Works-Striping/Signing		
365438 ACE HARDWARE, ANTIOCH	VALVE	11.76
365440 ALL STAR RENTS	EQUIPMENT RENTAL	213.07
365508 LOWES COMPANIES INC	SUPPLIES	238.97
365510 MANERI SIGN COMPANY	TRAIL SIGNS	1,000.63
365565 ZAP MANUFACTURING INC	REFURBISH SIGNS	921.43
365609 DELTA FENCE CO	FENCE REPAIR SERVICE	988.00
365700 CARERA, JOSEPH F	SAFETY SHOES ALLOWANCE	28.41
365713 EAST BAY WELDING SUPPLY	OXYGEN	18.64
365736 LOWES COMPANIES INC	SUPPLIES	275.86
365738 MANERI SIGN COMPANY	SIGNS	729.23
365748 NEXTEL SPRINT	CELL PHONE	172.93
927995 QUENVOLDS	SAFTEY SHOES-DOSSEY	227.58
Public Works-Facilities Maintenance		
365493 HOME DEPOT, THE	SUPPLIES	102.22
365505 LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIR	152.60
365508 LOWES COMPANIES INC	SUPPLIES	437.48
365519 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	595.00
365538 ROCHESTER MIDLAND CORP	SANITATION SERVICE	219.99
365603 CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	1,930.80
365623 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	454.05
365736 LOWES COMPANIES INC	SUPPLIES	719.87
365748 NEXTEL SPRINT	CELL PHONE	172.93
927987 GRAINGER INC	SUPPLIES	402.28
928007 FERGUSON ENTERPRISES INC	EXHAUST FAN	233.17
928010 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,041.85
Public Works-Parks Maint		
365504 LEATHERS AND ASSOCIATES	PLAYGROUND PARTS	1,037.44
365508 LOWES COMPANIES INC	SUPPLIES	170.45
365551 STEWARTS TREE SERVICE INC	TREE SERVICES	2,000.00
365603 CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	7,408.76
365649 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	21,790.88
365685 ACE HARDWARE, ANTIOCH	SUPPLIES	9.41
365753 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	293.88
927991 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	421.53
Public Works-Median/General Land		
365438 ACE HARDWARE, ANTIOCH	PVC FITTINGS	12.43

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365524 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	9,567.96
365685 ACE HARDWARE, ANTIOCH	SUPPLIES	29.52
365751 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,308.16
365753 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	125.67
365765 TARGET SPECIALTY PRODUCTS	CHEMICAL SUPPLIES	3,296.16
Public Works-Work Alternative		
365748 NEXTEL SPRINT	CELL PHONE	152.68
Police Administration		
365439 ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING	300.00
365453 BARNETT MEDICAL SERVICES INC	WASTE DISPOSAL FEE	35.00
365482 FEDEX	SHIPPING	25.43
365487 GALLS INC	SAFETY SUPPLIES	813.46
365498 INTOXIMETERS	SUPPLIES	219.12
365521 OFFICE MAX INC	OFFICE SUPPLIES	135.55
365533 REACH PROJECT INC	PROGRAM SERVICES	17,083.00
365562 WESTAMERICA BANK	COPIER LEASE	1,642.05
365566 PITNEY BOWES INC	EVENT SUPPLIES	652.44
365568 PITNEY BOWES INC	TRANSCRIPTION SERVICES	214.27
365569 PITNEY BOWES INC	POSTAGE MACHINE RENTAL	268.99
365570 PITNEY BOWES INC	SUPPLIES	4,858.65
365571 PITNEY BOWES INC	NAME PLATE	21.80
365573 ADAMSON POLICE PRODUCTS	SUPPLIES	1,798.83
365574 ALAMEDA COUNTY SHERIFFS OFFICE	TUITION-STENGER	188.00
365575 ALAMEDA COUNTY SHERIFFS OFFICE	TUITION-LOWTHER	188.00
365581 ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES	1,819.13
365582 BARNETT MEDICAL SERVICES INC	WASTE DISPOSAL SERVICES	110.00
365586 CITY OF VACAVILLE	TUTIION-MORIN	150.00
365587 CITY OF VACAVILLE	TUTIION-SCOTT	150.00
365588 CITY OF VACAVILLE	TUTIION-PETERSON	150.00
365589 CITY OF VACAVILLE	TUTIION-GREEN	150.00
365592 COMMERCIAL SUPPORT SERVICES	CAR WASHES	613.00
365596 CONTRA COSTA COUNTY	ACADEMY TRAINING	4,385.00
365601 CONTRA COSTA COUNTY	FELONY FILING FEES	8,741.00
365612 ECS IMAGING INC	PROFESSIONAL SERVICES	612.26
365614 EM HUNDLEY HARDWARE	PADLOCKS	66.66
365618 GALLS INC	UNIFORMS	3,734.49
365621 GREEN, ROBERT A	MEAL ALLOWANCE	30.00
365624 HUNT AND SONS INC	FUEL	83.72
365625 IBS OF TRI VALLEY	BATTERIES	332.00
365631 LAW OFFICES OF JONES AND MAYER	LEGAL SERVICES	890.16
365634 LOWTHER, GARY M	MEAL ALLOWANCE	75.00
365638 METRO MOBILE EQUIPMENT	COMMUNICATIONS SERVICE	1,091.69
365642 MORIN, SHAWN M	MEAL ALLOWANCE	30.00
365644 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	105.13
365645 OFFICE MAX INC	OFFICE SUPPLIES	524.61
365651 PARS	POLICE SIP CONTRIBUTION	200,000.00

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365654 PETERSON, SAMANTHA GENOVEVA	MEAL ALLOWANCE	30.00
365663 SCOTT, ELIZABETH LACY	MEAL ALLOWANCE	30.00
365665 SHRED IT INC	SHRED SERVICES	286.65
365667 SIMPSON INVESTIGATIVE SERVICES GROUP	EMPLOYMENT SERVICES	2,494.52
365671 STATE OF CALIFORNIA	FINGERPRINTING	228.00
365675 STENGER, JAMES E	MEAL ALLOWANCE	75.00
365678 VERIZON WIRELESS	DATA USAGE	2,103.26
365715 EIDEN, KITTY J	TRANSCRIPTION SERVICES	126.00
365750 OFFICE MAX INC	OFFICE SUPPLIES	373.96
365771 UNITED PARCEL SERVICE	SHIPPING	31.56
927991 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	6,333.91
927992 IMAGE SALES INC	ID CARD	20.38
927993 MOBILE MINI LLC	STORAGE CONTAINERS	250.72
927996 RAY MORGAN COMPANY	COPIER USAGE	2,439.68
928006 CRYSTAL CLEAR LOGOS INC	UNIFORMS	616.17
928009 IMAGE SALES INC	ID CARD	20.38
928019 MOBILE MINI LLC	STORAGE CONTAINERS	108.35
Police Prisoner Custody		
365562 WESTAMERICA BANK	COPIER LEASE	151.33
927996 RAY MORGAN COMPANY	COPIER USAGE	28.04
Police Community Policing		
205044 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	76.57
205045 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	57.16
365473 DELTA DENTAL	PAYROLL DEDUCTIONS	132.96
365495 HUNT AND SONS INC	FUEL	274.92
365520 OCCUPATIONAL HEALTH CENTERS	MEDICAL SERVICES	1,176.00
365525 PADILLA, BEN C	MILEAGE REIMBURSEMENT	47.52
365531 PSYCHOLOGICAL RESOURCES INC	PROFESSIONAL SERVICES	475.00
365532 PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL DEDUCTIONS	746.47
365584 BEDGOOD, JAMES R	MILEAGE REIMBURSEMENT	85.96
365607 DEE, WILLIAM F	EXPENSE REIMBURSEMENT	25.50
365608 DELTA ANIMAL CLINIC	VETERINARY SERVICES	52.00
365613 EIDEN, KITTY J	TRANSCRIPTION SERVICES	168.00
365616 FOLGERGRAPHICS INC	PRINTING SERVICES	3,340.85
365636 MARTIN, RICHARD B	MILEAGE REIMBURSEMENT	30.78
365637 MCELROY, STEVEN M	MILEAGE REIMBURSEMENT	43.20
Police Investigations		
205044 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	22.50
205045 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	42.73
365469 CONTRA COSTA COUNTY	SART EXAMS	3,600.00
365495 HUNT AND SONS INC	FUEL	143.74
365562 WESTAMERICA BANK	COPIER LEASE	607.78
365576 ALLENDORPH, MATTHEW JEFFREY	EXPENSE REIMBURSEMENT	44.00
365597 CONTRA COSTA COUNTY	LAB TESTING	3,701.25
365600 CONTRA COSTA COUNTY	LAB TESTING	12,212.00
365618 GALLS INC	EQUIPMENT	193.40

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365624 HUNT AND SONS INC	FUEL	51.07
365632 LEXISNEXIS	DATA MANAGEMENT	510.00
365652 PERKINSON, JAMES A	EXPENSE REIMBURSEMENT	34.00
365686 ADVANTAGE SENTRY AND PROTECTION INC	PRISONER TRANSPORTATION	2,607.50
365760 ROSE, BRIAN C	EXPENSE REIMBURSEMENT	234.81
927996 RAY MORGAN COMPANY	COPIER USAGE	880.98
Police Special Operations Unit		
365669 SPECIAL SERVICES GROUP LLC	BATTERY REPLACEMENT	272.50
365676 TOYOTA FINANCIAL SERVICES	2015 TOYOTA SIENNA	1,620.45
365681 WISECARVER, JIMMY R	DRUG BUY FUND	3,000.00
Police Communications		
365447 AT AND T MCI	PHONE	104.34
365468 CONTRA COSTA COUNTY	RADIO MAINTENANCE	384.00
365591 COMCAST	CABLE SERVICES	38.98
365703 COMCAST	CONNECTION SERVICE	346.67
Police Community Volunteers		
365467 CONCORD UNIFORMS LLC	UNIFORM	558.25
365594 CONCORD UNIFORMS LLC	UNIFORM	91.40
Police Facilities Maintenance		
365493 HOME DEPOT, THE	SUPPLIES	42.79
365508 LOWES COMPANIES INC	SUPPLIES	210.67
365519 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	200.00
365736 LOWES COMPANIES INC	SUPPLIES	276.22
365749 NEXTEL SPRINT	CELL PHONE	3,230.89
927986 FERGUSON ENTERPRISES INC	SUPPLIES	20.12
927991 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,599.64
928005 CLUB CARE INC	GYM MAINTENANCE	225.00
928010 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,880.20
Community Development Administration		
365562 WESTAMERICA BANK	COPIER LEASE	227.38
927996 RAY MORGAN COMPANY	COPIER USAGE	754.72
Community Development Land Planning Services		
365612 ECS IMAGING INC	PROFESSIONAL SERVICES	1,012.26
365660 RANEY PLANNING & MANAGEMENT INC	CONSULTANT SERVICES	6,832.98
365696 BANK OF AMERICA	TRAVEL EXPENSE	447.96
365715 EIDEN, KITTY J	TRANSCRIPTION SERVICES	84.00
365740 MORRIS, ALEXIS S	EXPENSE REIMBURSEMENT	639.92
CD Code Enforcement		
204962 STAPLES	SUPPLIES	18.07
365493 HOME DEPOT, THE	SUPPLIES	17.33
365542 SIDIE, JUSTINE NICOLE	MILEAGE REIMBURSEMENT	49.03
365562 WESTAMERICA BANK	COPIER LEASE	175.26
365598 CONTRA COSTA COUNTY	RECORDING FEES	863.00
365606 DAVID, MARIA E	EXPENSE REIMBURSEMENT	34.88
365612 ECS IMAGING INC	PROFESSIONAL SERVICES	1,012.26
365628 K2GC	ABATEMENT SERVICES	1,335.68

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365633 LOPEZ, TAYLOR M	EXPENSE REIMBURSEMENT	37.72
365666 SIDIE, JUSTINE NICOLE	MILEAGE REIMBURSEMENT	213.90
365677 TRB AND ASSOCIATES	CONSULTANT SERVICES	20,160.00
365696 BANK OF AMERICA	MONITOR	1,608.01
365748 NEXTEL SPRINT	CELL PHONE	652.53
365775 WORK WORLD	UNIFORM SWEATSHIRT-LOPEZ	98.06
927982 CDW GOVERNMENT INC	FUJITSU FI-7160-DOCUMENT	1,129.96
927996 RAY MORGAN COMPANY	COPIER USAGE	246.66
PW Engineer Land Development		
365562 WESTAMERICA BANK	COPIER LEASE	686.14
365612 ECS IMAGING INC	PROFESSIONAL SERVICES	1,012.26
365627 JN ENGINEERING	ENGINEERING SERVICES	8,183.00
365748 NEXTEL SPRINT	CELL PHONE	512.63
927987 GRAINGER INC	SUPPLIES	33.81
927996 RAY MORGAN COMPANY	COPIER USAGE	395.46
Community Development Building Inspection		
365473 DELTA DENTAL	PAYROLL DEDUCTIONS	132.96
365612 ECS IMAGING INC	PROFESSIONAL SERVICES	1,012.25
365689 ANDREWS, JOSEPH CRAIG	MILEAGE REIMBURSEMENT	40.06
365696 BANK OF AMERICA	CODE BOOKS	2,154.60
365710 EAGLE BUSINESS FORMS INC	BUILDING PERMIT FORMS	391.63
365746 MUNN, LAWRENCE E	SAFETY BOOTS REIMBURSEMENT	157.30
365748 NEXTEL SPRINT	CELL PHONE	262.54
365772 VIVINT SOLAR DEVELOPER LLC	TECH FEE REFUND	457.26
927980 3M AOSAFETY EYEWARE	SAFETY GLASSES-BOCCIO	288.52
927982 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	1,013.97
Capital Imp. Administration		
205136 ISINGS CULLIGAN	WATER DISPENSER	48.38
365562 WESTAMERICA BANK	COPIER LEASE	108.50
365612 ECS IMAGING INC	PROFESSIONAL SERVICES	612.26
927996 RAY MORGAN COMPANY	COPIER USAGE	105.05
Community Development Engineering Services		
365562 WESTAMERICA BANK	COPIER LEASE	105.31
365748 NEXTEL SPRINT	CELL PHONE	205.93
927996 RAY MORGAN COMPANY	COPIER USAGE	101.96
212 CDBG Fund		
CDBG		
365583 BAY AREA LEGAL AID	CDBG SERVICES	11,965.98
365593 COMMUNITY VIOLENCE SOLUTIONS	CDBG SERVICES	1,764.99
365595 CONTRA COSTA CHILD CARE COUNCIL	CDBG SERVICES	1,991.43
365604 CONTRA COSTA SENIOR LEGAL SERVICES	CDBG SERVICES	3,103.61
365646 OMBUDSMAN SERVICES OF CCC	CDBG SERVICES	2,574.75
365648 OPPORTUNITY JUNCTION	CDBG SERVICES	12,500.47
365664 SENIOR OUTREACH SERVICES	CDBG SERVICES	5,815.30
927990 HOUSE, TERI	CONSULTING SERVICES	13,455.00

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CDBG NSP

927990 HOUSE, TERI CONSULTING SERVICES 227.50

213 Gas Tax Fund

Streets

365753 PACIFIC GAS AND ELECTRIC CO ELECTRIC 475.92

214 Animal Control Fund

Animal Control

365562 WESTAMERICA BANK COPIER LEASE 151.33
 365643 MWI VETERINARY SUPPLY CO VETERINARY SUPPLIES 573.83
 365712 EAST BAY VETERINARY EMERGENCY VETERINARY SERVICES 1,610.81
 365714 EAST HILLS VETERINARY HOSPITAL VETERINARY SERVICES 1,077.60
 365732 KOEFRAN SERVICES INC DISPOSAL SERVICES 5,550.00
 365747 MWI VETERINARY SUPPLY CO VETERINARY SUPPLIES 1,425.81
 365749 NEXTEL SPRINT CELL PHONE 253.05
 927982 CDW GOVERNMENT INC NETGEAR PROSAFE 47.16
 927996 RAY MORGAN COMPANY COPIER USAGE 200.92
 928006 CRYSTAL CLEAR LOGOS INC SHIRTS 616.17
 928008 HLP INC MAINTENANCE SUPPORT 1,351.60
 928010 LEES BUILDING MAINTENANCE JANITORIAL SERVICES 579.80

219 Recreation Fund

Non Departmental

365461 CALIFORNIA TRANSLATION INTERNATIONAL INTERPRETER SERVICE 600.00
 365462 CALIFORNIA TRANSLATION INTERNATIONAL INTERPRETER SERVICE 400.00
 365485 FITZPATRICK, KATHLEEN DEPOSIT REFUND 500.00
 365489 GONZALEZ, MARILU DEPOSIT REFUND 500.00
 365492 HERNANDEZ, OSCAR DEPOSIT REFUND 500.00
 365511 MAURICIO, DASMY ELIZABETH DEPOSIT REFUND 1,000.00
 365548 STATE BOARD OF EQUALIZATION SALES TAX REMITTANCE 692.06
 365640 MINISTERIO CRISTIANO INTL NADA HAY DEPOSIT REFUND 340.00
 365668 SOTO, ANA DEPOSIT REFUND 750.00
 365682 WRIGHT, LACREASHA DEPOSIT REFUND 840.00
 365725 HUB INTERNATIONAL OF CA INSURANCE FACILITY INSURANCE 755.88

Recreation Admin

365449 BALLESTEROS, LEE THEATRE TECH 50.00
 365455 BEDFORD ELECTRIC EXTENSION CORDS 1,570.50
 365729 KELLY MOORE PAINT CO SUPPLIES 90.47
 365736 LOWES COMPANIES INC NRCC 167.00

Senior Programs

365441 AMERICAN PLUMBING INC PLUMBING SERVICES 987.45
 928010 LEES BUILDING MAINTENANCE JANITORIAL SERVICES 388.00

Recreation Sports Programs

365454 BAY AREA BARRICADE SUPPLIES 631.65
 365699 BSN SPORTS SUPPLIES 93.16
 365704 CONCORD SOFTBALL UMPIRES UMPIRE FEES 1,586.00
 365705 COSTCO SUPPLIES 385.39
 928001 A AND B CREATIVE TROPHIES LEAGUE TROPHIES 391.91

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Recreation-New Comm Cntr

205126 GOMEZ, KARLA	CLASS REFUND	64.00
205127 SEXTON, JACK T	CLASS REFUND	64.00
365448 BAARDA, MARY	CLASS REFUND	70.00
365457 BIG SKY LOGOS AND EMBROIDERY	SHIRTS	506.54
365508 LOWES COMPANIES INC	SUPPLIES	197.95
365532 PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL DEDUCTIONS	1,492.94
365534 RIDLEY, DEXTER	CONTRACTOR PAYMENT	312.00
365537 ROBERTS, NANCY	CONTRACTOR PAYMENT	396.00
365540 SANDERS, SHIRLEY	CLASS REFUND	128.00
365562 WESTAMERICA BANK	COPIER LEASE	300.62
365612 ECS IMAGING INC	PROFESSIONAL SERVICES	612.26
365692 AT AND T MCI	PHONE	66.61
365701 CHAMPIONS MARTIAL ARTS ACADEMY	CONTRACTOR PAYMENT	1,400.00
365703 COMCAST	CONNECTION SERVICE	1,588.45
365705 COSTCO	SUPPLIES	202.12
365721 GARDA CL WEST INC	ARMORED CAR PICK UP	150.81
365736 LOWES COMPANIES INC	SUPPLIES	91.36
365753 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	8,514.28
927996 RAY MORGAN COMPANY	COPIER USAGE	366.76

221 Asset Forfeiture Fund

Non Departmental

365774 WEST, DIONYSUS	ASSET FORFEITURE	9.00
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222 Measure C/J Fund

Streets

365477 ECONOMIC AND PLANNING SYSTEMS INC	PROFESSIONAL SERVICES	305.00
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226 Solid Waste Reduction Fund

Solid Waste Used Oil

365756 REPUBLIC SERVICES INC	CURBSIDE OIL COLLECTION	1,680.57
365763 S GRONER ASSOCIATES INC	CONSULTANT AGREEMENT	11,904.87

Solid Waste

365473 DELTA DENTAL	PAYROLL DEDUCTIONS	22.60
365474 DONS CONSTRUCTION	WASTE MGMT FEE REFUND	35.00
365480 FAST WATER HEATER INC	WASTE MGMT FEE REFUND	70.00
365491 HAAS-WAJDOWICZ, JULIE A	EXPENSE REIMBURSEMENT	71.70
365532 PERS	PAYROLL DEDUCTIONS	393.69

229 Pollution Elimination Fund

Channel Maintenance Operation

365473 DELTA DENTAL	PAYROLL DEDUCTIONS	11.30
365513 MJH EXCAVATING INC	EQUIPMENT RENTAL	7,020.00
365524 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,390.96
365532 PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL DEDUCTIONS	196.84
365563 WRECO	PROFESSIONAL SERVICES	2,760.00
365577 ALTA FENCE	INSTALLATION SERVICE	1,292.00
365736 LOWES COMPANIES INC	SUPPLIES	116.16
365748 NEXTEL SPRINT	CELL PHONE	152.68

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365751	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,059.20
365761	ROYAL BRASS INC	HOSE COUPLING	114.53
251 Lone Tree SLLMD Fund			
Lonetree Maintenance Zone 1			
365524	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	599.00
365544	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,368.00
365556	TERRACARE ASSOCIATES	TURF MOWING	136.60
365764	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,736.00
365768	TERRACARE ASSOCIATES	TURF MOWING	136.60
Lonetree Maintenance Zone 2			
365524	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,740.60
365751	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	549.12
Lonetree Maintenance Zone 3			
365751	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	3,107.33
Lonetree Maintenance Zone 4			
365544	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,368.00
365556	TERRACARE ASSOCIATES	TURF MOWING	218.56
365768	TERRACARE ASSOCIATES	TURF MOWING	218.56
252 Downtown SLLMD Fund			
Downtown Maintenance			
365556	TERRACARE ASSOCIATES	TURF MOWING	136.60
365768	TERRACARE ASSOCIATES	TURF MOWING	136.60
254 Hillcrest SLLMD Fund			
Hillcrest Maintenance Zone 1			
365556	TERRACARE ASSOCIATES	TURF MOWING	355.16
365768	TERRACARE ASSOCIATES	TURF MOWING	355.16
Hillcrest Maintenance Zone 2			
365556	TERRACARE ASSOCIATES	TURF MOWING	486.30
365764	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
365768	TERRACARE ASSOCIATES	TURF MOWING	486.30
Hillcrest Maintenance Zone 4			
365524	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	549.12
365556	TERRACARE ASSOCIATES	TURF MOWING	273.20
365768	TERRACARE ASSOCIATES	TURF MOWING	273.20
255 Park 1A Maintenance District Fund			
Park 1A Maintenance District			
365524	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,198.00
365556	TERRACARE ASSOCIATES	TURF MOWING	355.16
365679	WABASH VALLEY MANUFACTURING INC	ASSEMBLY PACKAGE	1,148.99
365753	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	29.24
365768	TERRACARE ASSOCIATES	TURF MOWING	355.16
256 Citywide 2A Maintenance District Fund			
Citywide 2A Maintenance Zone 3			
365556	TERRACARE ASSOCIATES	TURF MOWING	5.46
365768	TERRACARE ASSOCIATES	TURF MOWING	5.46

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Citywide 2A Maintenance Zone 6

365556 TERRACARE ASSOCIATES	TURF MOWING	327.84
365768 TERRACARE ASSOCIATES	TURF MOWING	327.84

Citywide 2A Maintenance Zone 8

365556 TERRACARE ASSOCIATES	TURF MOWING	27.32
365768 TERRACARE ASSOCIATES	TURF MOWING	27.32

Citywide 2A Maintenance Zone 9

365556 TERRACARE ASSOCIATES	TURF MOWING	81.96
365768 TERRACARE ASSOCIATES	TURF MOWING	81.96

257 SLLMD Administration Fund

SLLMD Administration

365443 ANTIOCH AUTO PARTS	SPRAY HOSE REPAIR	18.71
365526 PAPA	RENEWAL-BECHTHOLDT	270.00
365554 TARGET SPECIALTY PRODUCTS	CHEMICALS	5,493.60
365556 TERRACARE ASSOCIATES	TURF MOWING	327.84
365585 CAPCA	SEMINAR-HARRIS	180.00
365706 CROP PRODUCTION SERVICES INC	CHEMICALS	5,208.00
365748 NEXTEL SPRINT	CELL PHONE	602.98
365768 TERRACARE ASSOCIATES	TURF MOWING	327.84
927980 3M AOSAFETY EYEWARE	SAFETY GLASSES-BURGESS	317.67
927987 GRAINGER INC	SUPPLIES	26.37

259 East Lone Tree SLLMD Fund

Zone 1-District 10

365544 SILVA LANDSCAPE	LANDSCAPE SERVICES	684.00
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311 Capital Improvement Fund

Parks & Open Space

365535 RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	4,286.23
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Energy Efficiency

365491 HAAS-WAJDOWICZ, JULIE A	EXPENSE REIMBURSEMENT	100.33
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312 Prewett Family Park Fund

Parks & Open Space

365543 SIERRA VALLEY CONSTRUCTION INC	PLAYGROUND PROJECT	324,930.57
365629 KLEINFELDER INC	PROFESSIONAL SERVICES	829.25
365731 KLEINFELDER INC	PROFESSIONAL SERVICES	444.50
928018 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	1,680.00

319 Residential Dev Alloc Fund

Non Departmental

365680 WALLACE ROBERTS AND TODD LLC	PROFESSIONAL SERVICES	539.36
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416 Honeywell Capital Lease Fund

Non Departmental

365450 BANK OF AMERICA	LOAN PAYMENT	44,462.59
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569 Vehicle Replacement Fund

Equipment Maintenance

365755 PETERSON	2016 CAT 430F2 TRACTOR	239,078.05
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570 Equipment Maintenance Fund

Non Departmental

365495 HUNT AND SONS INC	FUEL	22,993.61
365726 HUNT AND SONS INC	FUEL	15,311.12

Equipment Maintenance

204663 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	11.45
365438 ACE HARDWARE, ANTIOCH	SUPPLIES	19.56
365443 ANTIOCH AUTO PARTS	FILTERS	1,600.97
365446 ANTIOCH GLASS	GLASS REPLACEMENT	290.75
365458 BILL BRANDT FORD	AXLE SHAFT	277.18
365465 CHUCKS BRAKE AND WHEEL SERVICE INC	CHAIN STRAPS	1,125.73
365479 FAST UNDERCAR	BRAKE PADS	287.33
365483 FIRST CHOICE UPHOLSTERY	REPAIR SERVICE	350.00
365508 LOWES COMPANIES INC	HOSE FILTER	29.26
365514 MUNICIPAL POOLING AUTHORITY	VEHICLE DAMAGE PREMIUM	820.51
365528 PETERSON	SUPPLIES	103.77
365561 WALNUT CREEK FORD	BRAKE PARTS	1,077.06
365562 WESTAMERICA BANK	COPIER LEASE	27.50
365580 ANTIOCH GLASS	WINDSHIELD	345.25
365611 DIESEL EMISSIONS SERVICE	GASKETS	652.08
365620 GOLDEN GATE TRUCK CENTER	VEHICLE DIAGNOSTIC	264.62
365653 PETERSON	INSULATION	322.42
365657 PHILS DIESEL CLINIC INC	FILTER CLEANING	470.81
365690 ANTIOCH AUTO PARTS	FILTERS	1,004.06
365720 FIRST CALL	BRAKE SWITCH	15.91
365722 GOLDEN GATE TRUCK CENTER	COOLANT TANK	189.96
365736 LOWES COMPANIES INC	BRASS FITTING	14.48
365737 MAACO	VEHICLE REPAIR	3,308.77
365742 MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	453.48
365754 PETERSON	HOSE ASSEMBLY	56.73
365761 ROYAL BRASS INC	HOSE FITTINGS	49.11
365767 TERMCO SPRAY TECHNOLOGY	SPRAY EQUIPMENT	272.92
365770 TRED SHED, THE	TIRES	6,713.22
365773 WALNUT CREEK FORD	GASKETS	624.38
927980 3M AOSAFETY EYEWARE	SAFETY GLASSES-ALVAREZ	201.32
927996 RAY MORGAN COMPANY	COPIER USAGE	54.82
928002 BIG SKY ENTERPRISES INC	WASTE OIL PICK UP	155.00

573 Information Services Fund

Non Departmental

365694 BANK OF AMERICA	EE COMPUTER PURCHASE	1,310.81
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Network Support & PCs

365466 COMCAST	INTERNET SERVICE	136.69
365562 WESTAMERICA BANK	COPIER LEASE	102.03
365612 ECS IMAGING INC	PROFESSIONAL SERVICES	1,450.00
365702 COMCAST	INTERNET SERVICE	182.86
365703 COMCAST	CONNECTION SERVICE	1,036.14

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927996 RAY MORGAN COMPANY	COPIER USAGE	12.72
928003 CDW GOVERNMENT INC	SYMANTEC ESSENTIAL SUPPORT	4,623.00
928015 DIGITAL SERVICES	WEBSITE MAINTENANCE	2,860.00

Telephone System

204109 AMERICAN MESSAGING	PAGER	37.38
365692 AT AND T MCI	PHONE	321.47

577 Post Retirement Medical-Police Fund

Non Departmental

365400 RETIREE	MEDICAL AFTER RETIREMENT	1,142.00
365401 RETIREE	MEDICAL AFTER RETIREMENT	746.47
365408 RETIREE	MEDICAL AFTER RETIREMENT	1,069.35
365411 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
365415 RETIREE	MEDICAL AFTER RETIREMENT	46.55
365416 RETIREE	MEDICAL AFTER RETIREMENT	918.70
365419 RETIREE	MEDICAL AFTER RETIREMENT	129.00
365420 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
365428 RETIREE	MEDICAL AFTER RETIREMENT	248.24
365430 RETIREE	MEDICAL AFTER RETIREMENT	89.58
365432 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
365435 RETIREE	MEDICAL AFTER RETIREMENT	696.12
365436 RETIREE	MEDICAL AFTER RETIREMENT	469.46
365532 PERS	MEDICAL AFTER RETIREMENT	6,125.00
927842 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
927845 RETIREE	MEDICAL AFTER RETIREMENT	918.70
927846 RETIREE	MEDICAL AFTER RETIREMENT	285.56
927848 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
927851 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
927852 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
927860 RETIREE	MEDICAL AFTER RETIREMENT	917.34
927861 RETIREE	MEDICAL AFTER RETIREMENT	756.00
927864 RETIREE	MEDICAL AFTER RETIREMENT	607.76
927868 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
927878 RETIREE	MEDICAL AFTER RETIREMENT	1,492.94
927882 RETIREE	MEDICAL AFTER RETIREMENT	1,466.14
927883 RETIREE	MEDICAL AFTER RETIREMENT	756.00
927884 RETIREE	MEDICAL AFTER RETIREMENT	172.23
927894 RETIREE	MEDICAL AFTER RETIREMENT	172.23
927897 RETIREE	MEDICAL AFTER RETIREMENT	248.24
927899 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
927900 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
927901 RETIREE	MEDICAL AFTER RETIREMENT	263.80
927907 RETIREE	MEDICAL AFTER RETIREMENT	172.23
927922 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
927924 RETIREE	MEDICAL AFTER RETIREMENT	621.47
927925 RETIREE	MEDICAL AFTER RETIREMENT	918.70
927935 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94

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927936 RETIREE	MEDICAL AFTER RETIREMENT	925.09
927937 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
927939 RETIREE	MEDICAL AFTER RETIREMENT	994.71
927948 RETIREE	MEDICAL AFTER RETIREMENT	621.47
927958 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
927963 RETIREE	MEDICAL AFTER RETIREMENT	469.46
927967 RETIREE	MEDICAL AFTER RETIREMENT	621.47
927976 RETIREE	MEDICAL AFTER RETIREMENT	621.47
927978 RETIREE	MEDICAL AFTER RETIREMENT	271.45
927979 RETIREE	MEDICAL AFTER RETIREMENT	882.34

578 Post Retirement Medical-Misc Fund

Non Departmental

365399 RETIREE	MEDICAL AFTER RETIREMENT	229.69
365402 RETIREE	MEDICAL AFTER RETIREMENT	264.34
365404 RETIREE	MEDICAL AFTER RETIREMENT	229.69
365405 RETIREE	MEDICAL AFTER RETIREMENT	111.69
365406 RETIREE	MEDICAL AFTER RETIREMENT	473.38
365410 RETIREE	MEDICAL AFTER RETIREMENT	746.47
365414 RETIREE	MEDICAL AFTER RETIREMENT	229.69
365421 RETIREE	MEDICAL AFTER RETIREMENT	111.69
365425 RETIREE	MEDICAL AFTER RETIREMENT	111.69
365426 RETIREE	MEDICAL AFTER RETIREMENT	348.38
365427 RETIREE	MEDICAL AFTER RETIREMENT	111.69
365429 RETIREE	MEDICAL AFTER RETIREMENT	111.69
365434 RETIREE	MEDICAL AFTER RETIREMENT	111.69
365437 RETIREE	MEDICAL AFTER RETIREMENT	584.38
365475 RETIREE	MEDICAL AFTER RETIREMENT	4,733.80
365532 PERS	MEDICAL AFTER RETIREMENT	8,597.68
927843 RETIREE	MEDICAL AFTER RETIREMENT	283.04
927844 RETIREE	MEDICAL AFTER RETIREMENT	195.98
927847 RETIREE	MEDICAL AFTER RETIREMENT	584.38
927850 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927855 RETIREE	MEDICAL AFTER RETIREMENT	229.69
927858 RETIREE	MEDICAL AFTER RETIREMENT	584.38
927867 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927869 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927872 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927874 RETIREE	MEDICAL AFTER RETIREMENT	229.69
927877 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927880 RETIREE	MEDICAL AFTER RETIREMENT	584.38
927881 RETIREE	MEDICAL AFTER RETIREMENT	172.23
927888 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927889 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927896 RETIREE	MEDICAL AFTER RETIREMENT	584.38
927898 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927903 RETIREE	MEDICAL AFTER RETIREMENT	229.69

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927906 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927910 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927913 RETIREE	MEDICAL AFTER RETIREMENT	584.38
927916 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927917 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927921 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927930 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927931 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927932 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927941 RETIREE	MEDICAL AFTER RETIREMENT	229.69
927944 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927947 RETIREE	MEDICAL AFTER RETIREMENT	584.38
927953 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927962 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927965 RETIREE	MEDICAL AFTER RETIREMENT	66.92
927966 RETIREE	MEDICAL AFTER RETIREMENT	172.23
927968 RETIREE	MEDICAL AFTER RETIREMENT	584.38
927970 RETIREE	MEDICAL AFTER RETIREMENT	709.38
927975 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927977 RETIREE	MEDICAL AFTER RETIREMENT	111.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

365403 RETIREE	MEDICAL AFTER RETIREMENT	169.69
365407 RETIREE	MEDICAL AFTER RETIREMENT	111.69
365409 RETIREE	MEDICAL AFTER RETIREMENT	229.69
365412 RETIREE	MEDICAL AFTER RETIREMENT	400.00
365413 RETIREE	MEDICAL AFTER RETIREMENT	584.38
365417 RETIREE	MEDICAL AFTER RETIREMENT	348.38
365418 RETIREE	MEDICAL AFTER RETIREMENT	280.80
365422 RETIREE	MEDICAL AFTER RETIREMENT	749.38
365423 RETIREE	MEDICAL AFTER RETIREMENT	1,815.82
365424 RETIREE	MEDICAL AFTER RETIREMENT	111.69
365431 RETIREE	MEDICAL AFTER RETIREMENT	229.69
365433 RETIREE	MEDICAL AFTER RETIREMENT	1,815.82
365532 PERS	MEDICAL AFTER RETIREMENT	6,494.39
927849 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927853 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927854 RETIREE	MEDICAL AFTER RETIREMENT	172.23
927856 RETIREE	MEDICAL AFTER RETIREMENT	169.70
927857 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927859 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927862 RETIREE	MEDICAL AFTER RETIREMENT	621.47
927863 RETIREE	MEDICAL AFTER RETIREMENT	584.38
927865 RETIREE	MEDICAL AFTER RETIREMENT	888.90
927866 RETIREE	MEDICAL AFTER RETIREMENT	709.38
927870 RETIREE	MEDICAL AFTER RETIREMENT	691.08

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927871 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927873 RETIREE	MEDICAL AFTER RETIREMENT	584.38
927875 RETIREE	MEDICAL AFTER RETIREMENT	464.38
927876 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927879 RETIREE	MEDICAL AFTER RETIREMENT	283.04
927885 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927886 RETIREE	MEDICAL AFTER RETIREMENT	888.90
927887 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927890 RETIREE	MEDICAL AFTER RETIREMENT	607.76
927891 RETIREE	MEDICAL AFTER RETIREMENT	577.29
927892 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927893 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927895 RETIREE	MEDICAL AFTER RETIREMENT	469.46
927902 RETIREE	MEDICAL AFTER RETIREMENT	346.28
927904 RETIREE	MEDICAL AFTER RETIREMENT	714.38
927905 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927908 RETIREE	MEDICAL AFTER RETIREMENT	283.04
927909 RETIREE	MEDICAL AFTER RETIREMENT	888.90
927911 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927912 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927914 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
927915 RETIREE	MEDICAL AFTER RETIREMENT	229.69
927918 RETIREE	MEDICAL AFTER RETIREMENT	186.77
927919 RETIREE	MEDICAL AFTER RETIREMENT	994.71
927920 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927923 RETIREE	MEDICAL AFTER RETIREMENT	500.31
927926 RETIREE	MEDICAL AFTER RETIREMENT	283.04
927927 RETIREE	MEDICAL AFTER RETIREMENT	169.69
927928 RETIREE	MEDICAL AFTER RETIREMENT	584.38
927929 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927933 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927934 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927938 RETIREE	MEDICAL AFTER RETIREMENT	621.47
927940 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927942 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927943 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927945 RETIREE	MEDICAL AFTER RETIREMENT	229.69
927946 RETIREE	MEDICAL AFTER RETIREMENT	169.70
927949 RETIREE	MEDICAL AFTER RETIREMENT	888.90
927950 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927951 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927952 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927954 RETIREE	MEDICAL AFTER RETIREMENT	283.04
927955 RETIREE	MEDICAL AFTER RETIREMENT	691.08
927956 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927957 RETIREE	MEDICAL AFTER RETIREMENT	584.38

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927959 RETIREE	MEDICAL AFTER RETIREMENT	732.76
927960 RETIREE	MEDICAL AFTER RETIREMENT	193.51
927961 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927964 RETIREE	MEDICAL AFTER RETIREMENT	571.52
927969 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927971 RETIREE	MEDICAL AFTER RETIREMENT	348.38
927972 RETIREE	MEDICAL AFTER RETIREMENT	1,682.29
927973 RETIREE	MEDICAL AFTER RETIREMENT	111.69
927974 RETIREE	MEDICAL AFTER RETIREMENT	1,664.00

580 Loss Control Fund

Human Resources

365471 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENT	399.70
365515 MUNICIPAL POOLING AUTHORITY	WORK COMP PREMIUM	454,025.00

611 Water Fund

Non Departmental

365481 FASTENAL CO	SUPPLIES	2,199.28
365523 PACE SUPPLY CORP	SUPPLIES	2,153.84
365536 ROBERTS AND BRUNE CO	SUPPLIES	8,525.02
365718 FASTENAL CO	SUPPLIES	446.53
365736 LOWES COMPANIES INC	SUPPLIES	381.67
365750 OFFICE MAX INC	OFFICE SUPPLIES	1,682.54
927987 GRAINGER INC	SUPPLIES	2,437.94
927988 HAMMONS SUPPLY COMPANY	SUPPLIES	629.48

Water Supervision

365473 DELTA DENTAL	PAYROLL DEDUCTIONS	21.94
365503 LAREN, TIMOTHY	CHECK REPLACEMENT	104.41
365532 PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL DEDUCTIONS	382.11
365578 AMERICAN WATER WORKS ASSOCIATION	MEMBER DUES	6,077.00
365590 COLEY, TIMOTHY P	EXPENSE REIMBURSEMENT	576.88
365635 MARADOR, CARMELITA	CHECK REPLACEMENT	41.96
365748 NEXTEL SPRINT	CELL PHONE EQUIPMENT	588.22

Water Production

204663 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	10.00
204879 BURLINGAME ENGINEERS INC	TOOL	9.96
365438 ACE HARDWARE, ANTIOCH	PRIMER	197.42
365443 ANTIOCH AUTO PARTS	SUPPLIES	101.89
365459 BORGES AND MAHONEY	SUPPLIES	139.74
365476 EAST BAY MUNICIPAL UTILITY DISTRICT	WATER RIGHTS FEES	1,053.98
365478 EXPONENT INC	PROFESSIONAL SERVICES	6,156.00
365484 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	144.46
365494 HONEYWELL INTERNATIONAL INC	HVAC REPAIRS	5,935.00
365496 IEH LABORATORIES	SAMPLE TESTING	350.00
365502 KELLY MOORE PAINT CO	PAINT	545.20
365508 LOWES COMPANIES INC	SUPPLIES	327.29
365512 METTLER TOLEDO INC	LAB BALANCE SERVICE	344.00
365521 OFFICE MAX INC	OFFICE SUPPLIES	81.30

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365532 PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL DEDUCTIONS	746.47
365550 STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE	7,297.51
365562 WESTAMERICA BANK	COPIER LEASE	51.42
365564 YSI INCORPORATED	SENSOR	2,043.75
365567 PITNEY BOWES INC	PROGRAMMING FEES	2,809.00
365572 STATE FIRE MARSHAL	LICENSE RENEWAL	325.00
365610 DEPT OF TOXIC SUBSTANCES CONTROL	HAZARDOUS WASTE FEES	705.00
365617 G3 ENGINEERING INC	MECHANICAL SEAL	1,021.86
365622 HARRINGTON INDUSTRIAL PLASTICS LLC	STRAINER	303.63
365630 LAN CON VOICE & DATA CABLING SYSTEMS	CAMERA	4,928.56
365659 QUICK PC SUPPORT	SECURITY CAMERAS	1,696.00
365687 ALAMEDA ELECTRICAL DISTRIBUTORS	ELECTRICAL EQUIPMENT	1,622.59
365692 AT AND T MCI	PHONE	133.16
365724 HACH CO	LAB SUPPLIES	677.41
365728 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	28,555.16
365736 LOWES COMPANIES INC	TABLES	155.26
365748 NEXTEL SPRINT	CELL PHONE	317.74
365753 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	440.53
927981 AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,860.65
927983 CHEMTRADE CHEMICALS US LLC	ALUM	5,096.88
927984 EUROFINS EATON ANALYTICAL INC	MONITORING	360.00
927985 EVOQUA WATER TECHNOLOGIES LLC	SERVICE DI H2O SYSTEM	500.00
927987 GRAINGER INC	PIPE	581.04
927994 OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	14,821.52
927996 RAY MORGAN COMPANY	COPIER USAGE	40.04
927998 SIERRA CHEMICAL CO	CHLORINE	8,805.10
928010 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	338.00
928013 AIRGAS SPECIALTY PRODUCTS	AMMONIA	2,005.15
928014 CHEMTRADE CHEMICALS US LLC	ALUM	7,607.68
928016 GRAINGER INC	CABLE	157.73
928020 OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	4,958.80

Water Distribution

204663 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	25.01
365472 CWEA SFBS	RENEWAL-CORDAWAY	343.00
365473 DELTA DENTAL	PAYROLL DEDUCTIONS	132.96
365481 FASTENAL CO	TOOL	23.30
365497 INFOSEND INC	POSTAGE	2,141.47
365506 LONE TREE TRUCKING INC	SAND	330.46
365508 LOWES COMPANIES INC	TOOLS	123.55
365509 LUCERO, ARTHUR S	RENEWAL FEE REIMBURSEMENT	125.00
365517 NCBPA	MEMBER RENEWALS	270.00
365518 NCBPA	EDUCATION TRAINING	240.00
365532 PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL DEDUCTIONS	746.47
365536 ROBERTS AND BRUNE CO	PIPE & FITTINGS	3,167.07
365558 TRENCH PLATE RENTAL CO INC	EQUIPMENT RENTAL	165.00
365559 TYLER TECHNOLOGIES	INSITE FEES	340.00

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365562 WESTAMERICA BANK	COPIER LEASE	70.01
365703 COMCAST	CONNECTION SERVICE	346.67
365717 EXPRESS SERVICES	TEMP SERVICES	936.14
365718 FASTENAL CO	SUPPLIES	103.40
365723 GOLOGO PROMOTIONS	SUPPLIES	117.59
365727 JMB CONSTRUCTION INC	WATER MAIN PROJECT	23,600.00
365736 LOWES COMPANIES INC	SOCKET SET	132.06
365748 NEXTEL SPRINT	CELL PHONE	1,352.99
365750 OFFICE MAX INC	OFFICE SUPPLIES	89.06
365754 PETERSON	TRAILER	10,793.44
365757 REYES JR, LEO	RENEWAL REIMBURSEMENT	145.00
365758 ROBERTS AND BRUNE CO	PIPE & FITTINGS	920.90
365762 RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	539.82
365771 UNITED PARCEL SERVICE	SHIPPING	68.95
927987 GRAINGER INC	SUPPLIES	631.33
927996 RAY MORGAN COMPANY	COPIER USAGE	139.52
928018 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	1,875.00
Water Meter Reading		
365612 ECS IMAGING INC	PROFESSIONAL SERVICES	2,240.41
365718 FASTENAL CO	SUPPLIES	17.83
365736 LOWES COMPANIES INC	UTILITY PUMP	111.20
365748 NEXTEL SPRINT	CELL PHONE	156.31
927991 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,439.49
928017 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	961.88
Public Buildings & Facilities		
365460 BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	3,084.01
365464 CDM SMITH INC	CONSULTING SERVICES	11,610.90
365535 RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	4,065.95
365557 TJC AND ASSOCIATES INC	CONSULTING SERVICES	3,214.75
365727 JMB CONSTRUCTION INC	SUNSET PUMP PROJECT	221,559.00
365741 MUNICIPAL FINANCIAL SERVICES	CONSULTING SERVICES	650.00
365769 TJC AND ASSOCIATES INC	CONSULTING SERVICES	3,454.85
Warehouse & Central Stores		
365562 WESTAMERICA BANK	COPIER LEASE	151.33
365603 CONTRA COSTA COUNTY TAX COLLECTOR	PROPERTY TAX	772.32
365748 NEXTEL SPRINT	CELL PHONE	211.77
365771 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
927996 RAY MORGAN COMPANY	COPIER USAGE	32.27
612 Water System Improvement Fund		
Water Systems		
365684 A S PIPELINES INC	WATER MAIN PROJECT	47,130.12
621 Sewer Fund		
Sewer-Wastewater Supervision		
365473 DELTA DENTAL	PAYROLL DEDUCTIONS	10.64
365532 PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL DEDUCTIONS	185.27
365562 WESTAMERICA BANK	COPIER LEASE	212.85

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365762 RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	539.81
927996 RAY MORGAN COMPANY	COPIER USAGE	223.34
Sewer-Wastewater Collection		
204663 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	45.00
365438 ACE HARDWARE, ANTIOCH	SUPPLIES	9.79
365470 COTA COLE ATTORNEYS LLP	LEGAL SERVICES	4,934.00
365497 INFOSEND INC	POSTAGE	2,141.46
365506 LONE TREE TRUCKING INC	SAND	195.46
365508 LOWES COMPANIES INC	SUPPLIES	45.91
365520 OCCUPATIONAL HEALTH CENTERS	MEDICAL SERVICES	827.15
365546 SPARTAN TOOL LLC	SUPPLIES	1,045.09
365553 SYAR INDUSTRIES INC	ASPHALT	4,138.17
365558 TRENCH PLATE RENTAL CO INC	EQUIPMENT RENTAL	165.00
365559 TYLER TECHNOLOGIES	INSITE FEES	340.00
365579 ANTIOCH BUILDING MATERIALS	SEWER REPAIR ROCK	366.24
365703 COMCAST	CONNECTION SERVICE	346.67
365711 EAST BAY MUNICIPAL UTILITY DISTRICT	MEMBER RENEWAL	2,345.00
365717 EXPRESS SERVICES	TEMP SERVICES	936.08
365719 FINTA ENTERPRISES INC	EQUIPMENT RENTAL	5,604.27
365723 GOLOGO PROMOTIONS	SUPPLIES	117.59
365736 LOWES COMPANIES INC	EXPANDING PLUG	803.52
365741 MUNICIPAL FINANCIAL SERVICES	CONSULTING SERVICES	650.00
365748 NEXTEL SPRINT	CELL PHONE	1,120.29
365754 PETERSON	TRAILER	10,793.01
365759 ROMANO, THEODORE CONRAD	MEMBER DUES REIMBURSEMENT	172.00
365761 ROYAL BRASS INC	HOSE FITTINGS	597.00
365771 UNITED PARCEL SERVICE	SHIPPING	43.95
927987 GRAINGER INC	SUPPLIES	173.74
927997 SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	4,500.00
631 Marina Fund		
Non Departmental		
365442 ANTHONY, FERRIS	BERTH DEPOSIT REFUND	140.00
365501 JOHNSON, DARRYL	DEPOSIT REFUND	232.00
365522 OTIS, CARY	BERTH DEPOSIT REFUND	232.00
365530 POULIOT, STEPHEN	DEPOSIT REFUND	189.75
365549 STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	2,366.90
Marina Administration		
365529 PFLUEGER, MATTHEW JAMES	EXPENSE REIMBURSEMENT	70.77
365541 SCRIBBLE SOFTWARE INC	SOFTWARE SUPPORT	2,521.82
365562 WESTAMERICA BANK	COPIER LEASE	51.42
365624 HUNT AND SONS INC	FUEL	11,739.72
365655 PFLUEGER, MATTHEW JAMES	EXPENSE REIMBURSEMENT	29.99
365661 RECREATION PUBLICATIONS	ADVERTISEMENT	670.00
365748 NEXTEL SPRINT	CELL PHONE	431.40
927996 RAY MORGAN COMPANY	COPIER USAGE	19.02

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Marina Maintenance

365508	LOWES COMPANIES INC	SUPPLIES	147.71
365539	RUSSELL, DARREN EUGENE	EXPENSE REIMBURSEMENT	15.85
365736	LOWES COMPANIES INC	LED LIGHT BULBS	271.95
928010	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,375.00

641 Prewett Water Park Fund

Non Departmental

365463	CASEY, KATHLEEN	DEPOSIT REFUND	500.00
365490	GRANADOS, JOSE	DEPOSIT REFUND	500.00
365548	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	3,721.13
365725	HUB INTERNATIONAL OF CA INSURANCE	FACILITY INSURANCE	377.94

Recreation Water Park

365448	BAARDA, MARY	SEASON PASS REFUND	94.00
365486	FURBER SAW INC	POWER WASHER	1,226.04
365508	LOWES COMPANIES INC	SUPPLIES	5.16
365562	WESTAMERICA BANK	COPIER LEASE	250.02
365641	MIRACLE METHOD INC	REPAIR SERVICE	747.50
365658	PITCHER, JUSTIN WILLIAM	SAFETY SHOES REIMBURSEMENT	165.99
365688	ALLIED 100	SUPPLIES	1,998.95
365729	KELLY MOORE PAINT CO	SUPPLIES	130.41
365730	KELLY MOORE PAINT CO	SUPPLIES	2,094.14
365734	LINCOLN EQUIPMENT INC	SUPPLIES	393.22
365736	LOWES COMPANIES INC	REPLACEMENT STOVE	991.15
365748	NEXTEL SPRINT	CELL PHONE	99.78
927987	GRAINGER INC	LABEL EQUIPMENT	1,667.63
927996	RAY MORGAN COMPANY	COPIER USAGE	374.99
928017	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	717.42

721 Employee Benefits Fund

Non Departmental

365473	DELTA DENTAL	PAYROLL DEDUCTIONS	36,235.32
365532	PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL DEDUCTIONS	345,045.86
365599	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
365602	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
365626	INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
365647	OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	12,502.14
365650	PARS	PAYROLL DEDUCTIONS	2,642.91
365672	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	490.08
365673	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	76.67
365674	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	500.00
365683	EMPLOYEE	CHECK REPLACEMENT	69.26
928011	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	28,862.37
928012	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	3,579.63

760 ECWMA Fund

Non Departmental

365708	DELTA DIABLO	MEETING EXPENSE	649.89
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Prepared by: Georgina Meek
 Finance Accounting



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: Final Acceptance of the Prewett Park Playground (P.W. 567-C4)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution, accepting work and authorizing the Assistant City Manager/Public Works Director/City Engineer to file a Notice of Completion for the Prewett Park Playground and increase the existing contract with Sierra Valley Construction, Inc. for this project in the amount of \$66,605.11 for a total of \$484,582.47.

STRATEGIC PURPOSE

Long Term Goal J: Parks and Recreation. Provide outstanding facilities and programs for the community.

- Strategy J-4: Use of remaining Mello-Roos Funds to expand and enhance Antioch Water Park with an all abilities water attraction.

FISCAL IMPACT

This action increases the contract amount by \$66,605.11 to \$484,582.47, which is the final construction contract price for this project. The project is funded through Mello Roos funds and funds are available in the project budget.

DISCUSSION

On March 22, 2016, the City Council awarded a contract to Sierra Valley Construction, Inc. in the amount of \$417,977.36. The work was completed on October 28, 2016, for a final cost of \$484,582.47. The increase in the final construction cost was due to modification to the playground equipment, and design changes to the grade of the rubber matting and the drain system.

Sierra Valley Construction has filed a notice of potential claim regarding the Goric Spinner playground equipment. On November 8, 2016, the City Council gave direction to staff authorizing settlement of the claim within the project budget. A portion of the proposed settlement of the claim is included in the final contract cost of the project. The remaining portion of the proposed settlement of the claim will be included in the final acceptance of the spray ground project once the project is completed.

The playground was opened for public use on November 5, 2016.

ATTACHMENTS

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

ATTACHMENT "A"

RESOLUTION NO. 2016/
RESOLUTION ACCEPTING WORK AND AUTHORIZING THE ASSISTANT CITY
MANAGER/PUBLIC WORKS DIRECTOR/CITY ENGINEER TO FILE A NOTICE OF
COMPLETION FOR THE
PREWETT PARK PLAYGROUND
P.W. 567-C4**

WHEREAS, the Assistant City Manager/Public Works Director/City Engineer, has certified the completion of all work provided to be done under and pursuant to the contract between the City of Antioch and Sierra Valley Construction, Inc. and;

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

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

1. The above-described work is hereby accepted.
2. The Assistant City Manager/Public Works Director/City Engineer is authorized to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof.
3. The Director of Finance is hereby directed to increase the contract with Sierra Valley Construction, Inc. by \$66,605.11 to \$484,582.47.

* * * * *

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 22nd day of November, 2016 by the following vote:

AYES:

NOES:

ABSENT:

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

ATTACHMENT "B"

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

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

**NOTICE OF COMPLETION
FOR
PREWETT PARK PLAYGROUND
P.W. 567-C4**

NOTICE IS HEREBY GIVEN that the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Sierra Valley Construction, Inc. was completed on October 28, 2016.

The surety for said project was Travelers Casualty and Surety Company of America.

The subject project consisted of installing a playground at Prewett Park located at 4701 Lone Tree Way in Antioch, California.

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

Date

RON BERNAL, P.E.
Assistant City Manager/Public Works
Director/City Engineer



**STAFF REPORT TO THE CITY COUNCIL AND CITY COUNCIL
ACTING AS SUCCESSOR AGENCY TO THE ANTIOCH
DEVELOPMENT AGENCY**

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Successor Agency

SUBMITTED BY: Steve Duran, City Manager 

APPROVED BY: Michael Vigilia, City Attorney

SUBJECT: Resolutions transferring Property from the City of Antioch to the Successor Agency of the Antioch Development Agency and back to the City of Antioch

RECOMMENDED ACTION

It is recommended that the City Council and the City Council acting as Successor Agency to the Antioch Development Agency adopt resolutions approving and accepting the transfer of Government Purpose and Future Development properties from the City to the Successor Agency to the Antioch Development Agency and transfer back to the City of Antioch for continued Governmental use (15 properties) and future development (3 properties).

STRATEGIC PURPOSE

This action falls under Strategic Plan Long Term Goal H: Complete dissolution of Antioch Development Agency.

FISCAL IMPACT

No fiscal impact will be caused by this property transfer.

DISCUSSION

On March 9, 2011 the former Antioch Development Agency (ADA) entered into a Property Conveyance Agreement with the City transferring 25 properties from the ADA to the City. As part of the dissolution of the Former Agency, Health and Safety Code Section 34167.5 requires the State Controller to review activities of the Former Agency to determine if any property transfers after January 1, 2011, needed to be reversed. Following discussions with the State Controller, the City needed to transfer the properties (21 properties) back to the Successor Agency to the Antioch Development Agency (Successor Agency). With the Department of Finance's (DOF) approval of the Successor Agency's Long Range Property Management Plan, the 21 properties were classified as either "Governmental Purpose", "Future Development" or "Sale of Property" parcels. The properties (3 parcels total) classified as "Sale of Property" will

remain with the Successor Agency and the remaining 18 properties will be transferred to the City.

The attached resolutions authorize the following; the City resolution authorizes the transfer of the properties from the City to the Successor Agency and also authorizes the City to accept the property back from the Successor Agency. The Successor Agency resolution authorizes the Successor Agency to accept the property from the City and also authorizes the transfer of the property back to the City.

ATTACHMENTS

- A. City Council Resolution and Exhibit.
- B. Successor Agency to the Antioch Development Agency Resolution and Exhibit.

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CONVEYANCE OF CERTAIN PROPERTIES FORMERLY
OWNED BY THE ANTIOCH DEVELOPMENT AGENCY TO THE SUCCESSOR
AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY AND ACCEPTING
CONVEYANCE OF CERTAIN FORMER ANTIOCH DEVELOPMENT AGENCY
PROPERTIES FROM THE SUCCESSOR AGENCY TO THE ANTIOCH
DEVELOPMENT AGENCY IN ACCORDANCE WITH THE SUCCESSOR AGENCY
LONG RANGE PROPERTY MANAGEMENT PLAN**

WHEREAS, prior to the dissolution of the Antioch Development Agency (the “Dissolved RDA”), the Dissolved RDA owned certain properties (the “Properties”) located within the Antioch Redevelopment Project Area (the “Project Area”) and more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, prior to dissolution of the Dissolved RDA, the Dissolved RDA transferred the Properties to the City of Antioch (“City”) pursuant to certain conveyance agreements; and

WHEREAS, upon dissolution of the Dissolved RDA in accordance with California Law, the Successor Agency to the Antioch Development Agency (the “Successor Agency”) succeeded to all the rights and obligations of the Dissolved RDA; and

WHEREAS, the Successor Agency has been ordered by the California State Controller’s Office and the California Department of Finance to reverse the transfers of the Properties to the City; and

WHEREAS, the Successor Agency, in accordance with Health and Safety Code Section 34191.5 prepared and the Department of Finance approved a Long Range Property Management Plan including the Properties which calls for the Properties to be transferred to the City for future development and governmental purposes; and

WHEREAS, the City has determined that in order to comply with the orders of the California Department of Finance and the California State Controller’s Office, that it is in the best interest of the City to return the Properties to the Successor Agency; and

WHEREAS, the City has determined that in accordance with the Long Range Property Management Plan, acceptance of the Properties designated as Governmental Use Properties and Future Development Properties in the Long Range Property Management Plan from the Successor Agency is in the best interest of the City; and

RESOLUTION NO. 2016/**

November 22, 2016

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WHEREAS, pursuant to Section 15061(b)(3) of the CEQA Guidelines, CEQA review of the conveyance of the Properties is not required because it can be seen with certainty that conveyance of the Properties will not alter the existing use of the Properties and that prior to any development of the Properties compliance with CEQA will be required.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council finds that the above recitals are accurate.
2. The City Council hereby approves conveyance of the Properties to the Successor Agency and authorizes the City Manager to execute any documents necessary to convey the Properties to the Successor Agency including any quitclaim or grant deeds and all ancillary documents.
3. The City Council hereby approves the acceptance of the Properties designated as Governmental Use Properties and Future Development Properties in the Long Range Property Management Plan and approves execution of any documents necessary to obtain conveyance of the Properties to the City by the City Manager, including Certificates of Acceptance, grant deeds and all ancillary documents.
4. Nothing in this Resolution shall affect the City's policy discretion in granting or denying the land use entitlements, or any other planning approvals necessary for the development of the Properties.
5. This Resolution shall take immediate effect upon its adoption.

* * * * *

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 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

PROPERTIES

Future Development Properties:

1. 801 W. Second Street (APN 066-092-001) Corner of Second and I
2. 209 Fulton Shipyard Road (APN 065-010-006) Vacant
3. Prospects Way (APN 066-102-010) Across from Prospects High School

Government Use Properties:

1. W. 2nd Street and E Street (APN 066-052-003), Senior Citizen Parking Lot.
2. W. 3rd Street (APN 066-053-002), Nick Rodriguez Community Center Parking Lot.
3. I Street and W. 3rd Street (APN 066-061-009; APN 066-061-010; APN 066-062-016) Public Parking Lots.
4. W. 2nd Street and W.3rd Street (APN 066-071-005; APN 066-072-020) Public Parking/City Hall.
5. I Street (APN 066-082-005; APN 066-082-006; APN 066-082-007) Public Parking.
6. 809 W. 1st Street (APN 066-091-015) Lynn/Hard House.
7. 308&314 W. I Street, 807 W. 3rd Street (APN 066-107-001; APN 066-107-003; APN 066-107-010; APN 066-107-011) Public Parking Lots.

For Sale Properties

1. F Street; (APN 066-051-001) Vacant
2. 500 W. Second Street (APN 066-051-002) Vacant
3. W. Second Street (APN 066-092-014) Parking Lot

SA RESOLUTION NO. 2016/**

RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY ACCEPTING CONVEYANCE OF CERTAIN FORMER ANTIOCH DEVELOPMENT AGENCY PROPERTIES FROM THE CITY OF ANTIOCH AND AUTHORIZING THE CONVEYANCE OF CERTAIN PROPERTIES TO THE CITY OF ANTIOCH IN ACCORDANCE WITH THE SUCCESSOR AGENCY LONG RANGE PROPERTY MANAGEMENT PLAN

WHEREAS, prior to the dissolution of the Antioch Development Agency (the “Dissolved RDA”), the Dissolved RDA owned certain properties (the “Properties”) located within the Antioch Redevelopment Project Area (the “Project Area”) and more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, prior to dissolution of the Dissolved RDA, the Dissolved RDA transferred the Properties to the City of Antioch (“City”) pursuant to certain conveyance agreements; and

WHEREAS, upon dissolution of the Dissolved RDA in accordance with California Law, the Successor Agency to the Antioch Development Agency (the “Successor Agency”) succeeded to all the rights and obligations of the Dissolved RDA; and

WHEREAS, the Successor Agency has been ordered by the California State Controller’s Office and the California Department of Finance to reverse the transfers of the Properties to the City; and

WHEREAS, the Successor Agency, in accordance with Health and Safety Code Section 34191.5 prepared and the Department of Finance approved a Long Range Property Management Plan including the Properties which calls for the Properties to be transferred to the City for future development and governmental purposes; and

WHEREAS, the City has agreed to return the Properties to the Successor Agency in compliance with the orders of the California Department of Finance and the California State Controller’s Office, and the Successor Agency has determined that acceptance of the Properties from the City is in the best interest of the Successor Agency; and

WHEREAS, the Successor Agency, in accordance with the Long Range Property Management Plan, has determined that conveyance of the Properties designated as Governmental Use Properties and Future Development Property in the Long Range Property Management Plan to the City is in the best interest of the Successor Agency and in furtherance of the Successor Agency’s obligations to wind down the affairs of the Dissolved RDA; and

SA RESOLUTION NO. 2016/**

November 22, 2016

Page 2

WHEREAS, pursuant to Section 15061(b)(3) of the CEQA Guidelines, CEQA review of the conveyance of the Properties is not required because it can be seen with certainty that conveyance of the Properties will not alter the existing use of the Properties and that prior to any development of the Properties compliance with CEQA will be required.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council acting as the Successor Agency finds that the above recitals are accurate.
2. The City Council acting as the Successor Agency, hereby approves the acceptance of the Properties and approves execution of any documents necessary to obtain conveyance of the Properties from the City by the City Manager acting as the Executive Director of the Successor Agency, including Certificates of Acceptance, grant deeds and all ancillary documents.
3. The City Council, acting as the Successor Agency, hereby approves conveyance of the Properties designated as Governmental Use Properties and Future Development Properties in the Long Range Property Management Plan to the City in accordance with the Long Range Property Management Plan and authorizes the City Manager, acting as the Executive Director of the Successor Agency, to execute any documents necessary to convey the Properties to the City including any quitclaim or grant deeds and all ancillary documents.
4. This Resolution shall take immediate effect upon its adoption.

* * * * *

The foregoing resolution was passed and adopted by the City Council of the City of Antioch as the Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the 22nd day of November, 2016 by the following vote:

AYES:

NOES:

ABSENT:

**ARNE SIMONSEN
RECORDING SECRETARY**

EXHIBIT A

PROPERTIES

Future Development Properties:

1. 801 W. Second Street (APN 066-092-001) Corner of Second and I
2. 209 Fulton Shipyard Road (APN 065-010-006) Vacant
3. Prospects Way (APN 066-102-010) Across from Prospects High School

Government Use Property:

1. W. 2nd Street and E Street (APN 066-052-003), Senior Citizen Parking Lot.
2. W. 3rd Street (APN 066-053-002), Nick Rodriguez Community Center Parking Lot.
3. I Street and W. 3rd Street (APN 066-061-009; APN 066-061-010; APN 066-062-016) Public Parking Lots.
4. W. 2nd Street and W.3rd Street (APN 066-071-005; APN 066-072-020) Public Parking/City Hall.
5. I Street (APN 066-082-005; APN 066-082-006; APN 066-082-007) Public Parking.
6. 809 W. 1st Street (APN 066-091-015) Lynn/Hard House.
7. 308&314 W. I Street, 807 W. 3rd Street (APN 066-107-001; APN 066-107-003; APN 066-107-010; APN 066-107-011) Public Parking Lots.

For Sale Properties

1. F Street; (APN 066-051-001) Vacant
2. 500 W. Second Street (APN 066-051-002) Vacant
3. W. Second Street (APN 066-092-014) Parking Lot

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 14 - NOVEMBER 10, 2016
FUND/CHECK#

239 Redevelopment Obligation Retirement Fund			
365488	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	14,546.02
365744	MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	1,400.00
431 Redevelopment Obligation Retirement Fund (for former Project Area #1)			
<i>Non Departmental</i>			
365452	BANK OF NEW YORK MELLON	FISCAL AGENT FEE-FY17	2,500.00

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 14 - NOVEMBER 10, 2016
FUND/CHECK#

227 Housing Fund

Housing - CIP

365670	STAND FOR FAMILIES FREE OF VIOLENCE	CDBG SERVICES	2,981.96
927990	HOUSE, TERI	CONSULTING SERVICES	195.00



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*
SUBJECT: Emergency Shelter Rezone (APN 074-080-034)

RECOMMENDED ACTION

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

1. Introduce the ordinance rezoning the project site (APN 074-080-034) from Residential High Density (R-35) to Residential High Density (R-35) with an Emergency Shelter (ES) Overlay.

STRATEGIC PURPOSE

This action will forward Long Term Goal G: Planning, Entitlements, and Permitting, by providing consistent and efficient entitlement, permitting, and development services to the public.

FISCAL IMPACT

The action does not directly impact the City budget. The City owns the property and will retain the ability to market the property or enter into partnerships for its development.

DISCUSSION

The applicant and property owner, the City of Antioch, requests that the City Council rezone the property to include an Emergency Shelter (ES) Overlay. The ES Overlay will enable the potential development of an emergency shelter at this site.

The project site is vacant, undeveloped, is triangular in shape, and contains approximately 4.89 acres. Its northern boundary abuts Delta Fair Boulevard, its western boundary abuts a driveway associated with Los Medanos College, and its eastern boundary abuts an administrative office building owned and operated by Contra Costa County. The County operates multiple services from this building including, but not limited to, probation services, children and family services, workforce services, and aging and adult services. There is also a County-operated transitional housing facility on this adjacent site.

The western boundary of the site is the City limit boundary with the City of Pittsburg. Century Boulevard terminates into Delta Fair Boulevard at the northern boundary of the site.

California Government Code Section 65583 was amended in 2007 by Senate Bill 2 to require that each City provide at least one zoning district wherein an emergency shelter could be developed without a discretionary land use process. The intent of this regulation was to ensure that emergency shelters are possible in all California cities and to preclude cities from prohibiting such essential uses. Cities are permitted, however, to establish objective standards that would apply to emergency shelters to reduce off-site impacts and address other issues uniformly. The City of Antioch has adopted such standards and they are contained in Antioch Municipal Code Section 9-5.3839, *Emergency Shelters*. They are also included as Attachment "B".

Rather than create a stand-alone designation or modify just one zoning designation to include the emergency shelter provision, the City of Antioch elected to use an overlay approach, which could be applied to any zoning district. The Emergency Shelter (ES) Overlay does not affect the underlying base zoning designation, but simply allows for the additional emergency shelter uses that would not otherwise be permitted. Presently, the ES Overlay is applied to two parcels directly across Delta Fair Boulevard and to industrial properties near Wilbur Avenue. A map of these properties is provided as Attachment "D".

Planning Commission Recommendation

On October 19, 2016, the Planning Commission recommended that the City Council rezone this property to contain the ES Overlay.

Environmental

The rezoning of this property is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The addition of an emergency shelter land use provision does materially change the development potential of the site, which is described under the R-35 Zoning Designation. Further, an emergency shelter, as restricted by the standards contained in Antioch Municipal Code Section 9-5.3839, would not likely create environmental impacts beyond the ordinary/baseline development potential of the site without the ES Overlay.

Analysis

The site is currently zoned Residential High Density (R-35), which allows for a variety of residential uses with as many as 35 units per acre. As stated above, these uses would still be permitted with the ES Overlay in place.

The proposed rezoning would enable the development of an emergency shelter at this site without a Use Permit or other discretionary land use process. The development would simply be subject to the Emergency Shelter standards established in the Municipal Code. Further, any future emergency shelter would not necessarily occupy the entire 4.89-acre site and might use just a portion of the site. The ES Overlay would apply to the entire site to encourage the most efficient use of the site for a future emergency shelter or other uses.

As the City of Antioch is the property owner, the City Council would eventually act as the landowner to negotiate any terms with a future user. The overlay does not require that the site only contain an emergency shelter. Rather, the City could still pursue market-rate or other multi-family residential developers for this site, instead of, or in addition to, an emergency shelter provider.

ATTACHMENTS

- A: Ordinance rezoning the 4.89-acre project site (APN 074-080-034) to High Density Residential (R-35) with an Emergency Shelter (ES) Overlay.
- B: Complete Excerpts from Antioch Municipal Code addressing Emergency Shelters.
- C: Aerial Photos of Subject Site
- D: Map of All Sites with Emergency Shelter Overlay
- E: Proposed Zoning Map

ATTACHMENT "A"

ATTACHMENT "A"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE TO HIGH DENSITY RESIDENTIAL WITH AN EMERGENCY SHELTER OVERLAY THE 4.89-ACRE PARCEL IDENTIFIED AS ASSESSOR'S PARCEL NO. 074-080-034

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

SECTION 1:

The City Council determined on November 22, 2016 that, pursuant to Section 15061(a)(3) of the Guidelines of the California Environmental Quality Act, that the project is exempt because the project does not have the potential for causing a significant effect on the environment and CEQA applies only to projects which have the potential for causing a significant effect on the environment.

SECTION 2:

At its regular meeting of October 19, 2016, the Planning Commission conducted a public hearing, received testimony, and recommended that the City Council adopt the Ordinance to rezone the subject property to High Density Residential (R-35) with an Emergency Shelter (ES) Overlay.

SECTION 3:

The real property described in Exhibit A, attached hereto, is hereby rezoned to High Density Residential (R-35) with an Emergency Shelter (ES) Overlay.

SECTION 4:

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

SECTION 6:

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

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 22nd day of November 2016 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

ATTACHMENT “B”

§ 9-5.3839 EMERGENCY SHELTERS.

Emergency shelters shall be located, developed, and operated in compliance with the following standards:

(A) Number of residents/beds. Each shelter shall contain a maximum of 50 beds and shall serve no more than 50 homeless persons.

(B) Length of occupancy. Occupancy by an individual or family may not exceed 180 consecutive days unless a management plan provides for longer residency by those enrolled and regularly participating in a training or rehabilitation program.

(C) Hours of operation. To limit outdoor waiting, the facility must be open each day for at least eight of the hours between 7:00 a.m. and 7:00 p.m.

(D) Waiting and intake areas. Each shelter shall include indoor waiting and intake areas for guests. Such intake and waiting areas shall be provided at a rate of ten square feet per bed and in any case, shall be at least 200 square feet in area. Waiting and intake areas may be used for other purposes as needed during operation of the shelter.

(E) Common facilities. The development may provide one or more of the following specific common facilities for the exclusive use of the residents:

- (1) Laundry facilities.
- (2) Central cooking and dining room(s).
- (3) Recreation rooms.
- (4) Counseling centers.
- (5) Child care facilities.
- (6) Other support services.

(F) Outdoor activities. All functions associated with the shelter, except for children's play areas, outdoor recreation areas, parking, and outdoor waiting must take place within the building proposed to house the shelter. Outdoor waiting for clients, if any, may not be in the public right-of-way, must be physically separated from the public right-of-way, and must be large enough to accommodate the expected number of clients.

(G) On-site parking. Parking spaces shall be provided according to the standards of Article 17, Parking Requirements.

(H) Lighting. Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way, and shall be of an intensity that is comparable to surrounding uses.

(I) On-site security. On-site security must be provided at all times that the emergency shelter is in operation and according to the following standards:

(1) A safety and security plan for each shelter shall be submitted to the Community Development Department. The plan shall include information as specified by the Community Development Director.

(2) Security guards shall be provided at a ratio of at least one guard for every 25 shelter beds.

(3) Security guards shall be employed by a private patrol operator (security company) that is currently licensed with the California Department of Consumer Affairs. The following information shall be provided to the city: the name of the security company; proof of its liability insurance, including a copy of all exceptions; its state license number; and the guard registration numbers for all employed guards.

(4) Digital security cameras shall be installed and capture the activities of the shelter's waiting and intake area, as well as the entrance and exit from the shelter and the shelter parking lot. If the shelter includes a child care area as a common facility, then the child care area shall also be monitored via a digital camera system. Recordings from digital security cameras shall be maintained for no less than 14 days.

(J) Noise. The use must be conducted in conformance with the city's noise regulations pursuant to Article 19, Noise Attenuation Requirements, of this chapter.

(K) Refuse storage areas. A refuse storage area shall be provided consistent with the standards of Article 14, Refuse Storage Area Design Guidelines.

(L) Emergency shelter provider. The agency or organization operating the shelter shall comply with the following requirements:

(1) The operator shall be local provider designated under the applicable requirements of the State Emergency Housing and Assistance Program.

(2) Staff and services shall be provided to assist residents in obtaining permanent shelter and income.

(3) The operator shall not discriminate in any services provided.

(4) The operator shall not require participation by residents in any religious or philosophical ritual, service, meeting or rite as a condition of eligibility.

(5) The operator of the shelter shall submit a management plan for review by the Community Development Director. The plan must address issues identified by the Director, including transportation, client supervision, security, client services, staffing, and good neighbor issues.

(Ord. 2089-C-S, passed 6-24-14)

DEFINITION from §9-5.203

EMERGENCY SHELTER. A temporary, short-term residence providing housing with minimal support service for homeless families or individual persons where occupancy is limited to six months or less, as defined in Cal. Health and Safety Code § 50801.

Medical assistance, counseling, and meals may be provided.

DESCRIPTION OF DISTRICTS from §9-5.301

(S) MCR Mixed Commercial/Residential District. This district allows retail, office, and residential uses to exist in a compatible manner through the use of special design standards. The intent is to allow uses that do not contribute to the furthering of a commercial strip pattern. This district is compatible with the Transit-Oriented Development, General Plan Designation, as well as with Focused Planning Areas that permit mixed use development.

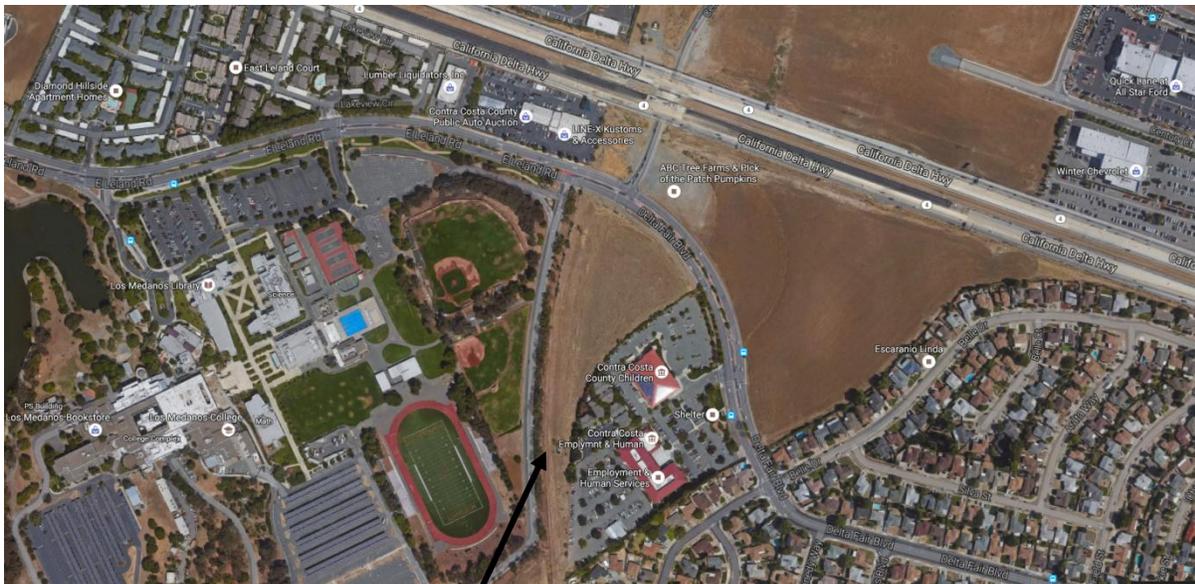
(DD) ES Emergency Shelter Overlay District. This overlay district provides sites suitable for the development of emergency shelters. It allows emergency shelters by right when they are developed in accordance with a set of standards and requirements. The allowance for emergency shelters supersedes any land use regulation for shelters of the base zone; otherwise, all regulations of the base zone apply

PARKING REQUIREMENTS from §9-5.1703.1 & 1707

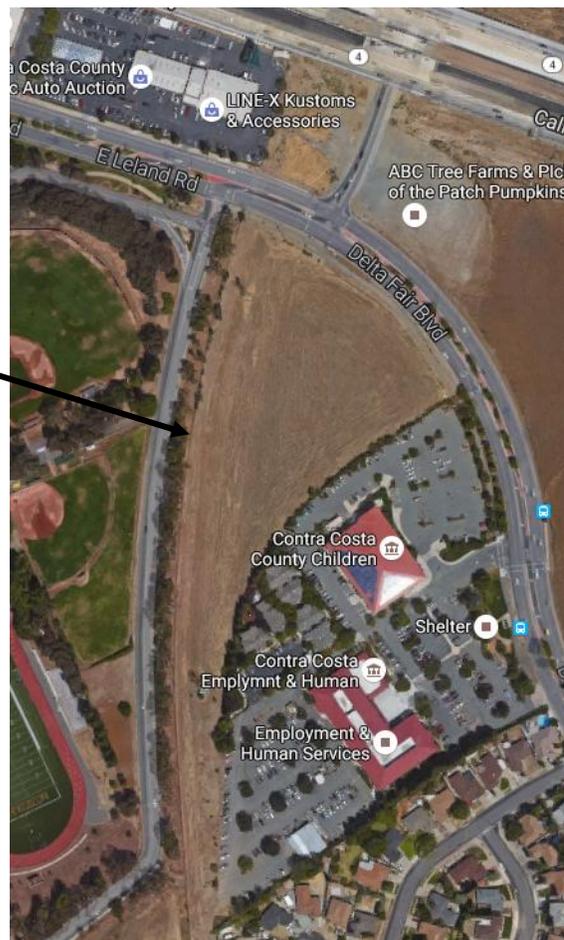
Emergency shelters	1 space per employee on the largest shift plus 0.30 spaces per bed
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(6) Emergency shelters. One bicycle parking space is required for every ten beds.

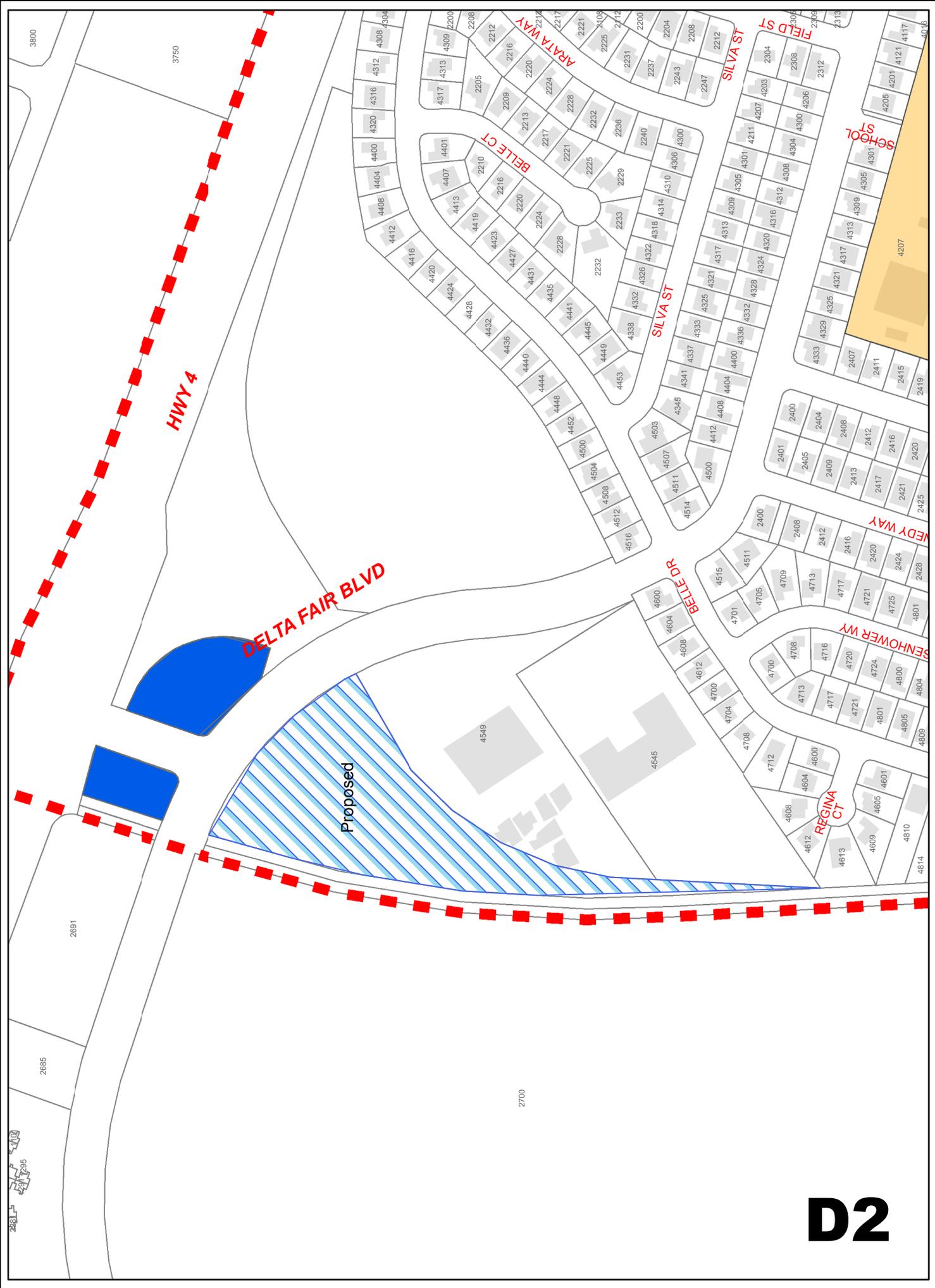
ATTACHMENT “C”



Project Site



ATTACHMENT “D”

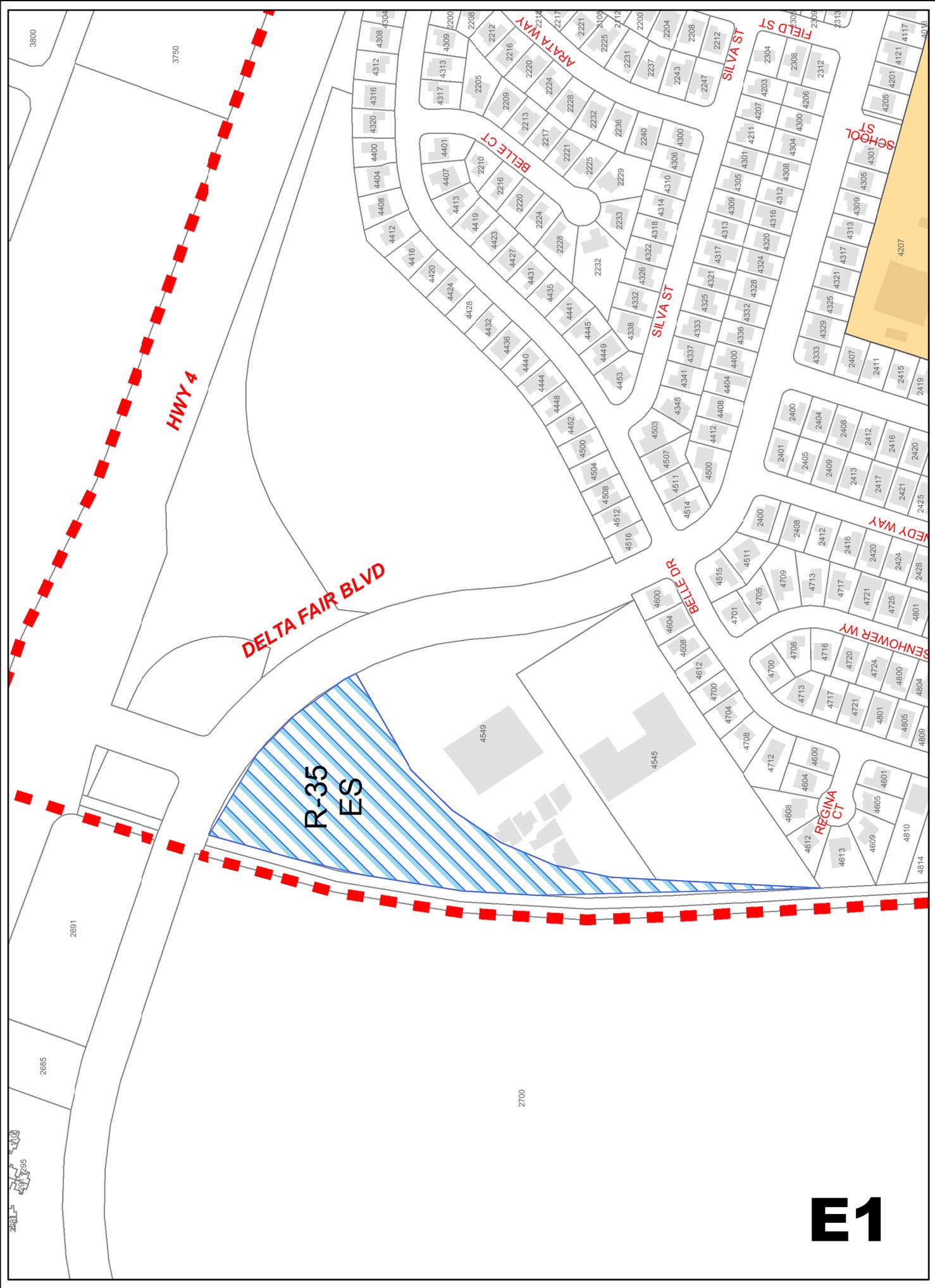


D2

Emergency Shelter Overlay

City of Antioch GIS

ATTACHMENT “E”



E1



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ken Warren, Associate Engineer *KW*

APPROVED BY: Ron Bernal, Assistant City Manager/City Engineer/Director of Public Works
Michael Vigilia, City Attorney

SUBJECT: Approval of a Reimbursement Agreement with Davidon Homes for Certain Roadway and Utility Improvements (PW 674)

RECOMMENDED ACTION

It is recommended that the City Council adopt the Resolution approving a Reimbursement Agreement between the City of Antioch and Davidon Homes for Certain Roadway and Utility Improvements.

STRATEGIC PURPOSE

This action is essential to achieving Strategy H-3: Support Public/Private Partnership Efforts to Implement Plans and Policies Pertaining to Key Development Areas. Short Term Objective: Build out of the East Lone Tree Specific Plan.

FISCAL IMPACT

The proposed Reimbursement Agreement will provide for reimbursement to Davidon Homes from various property owners and developers within the East Lone Tree Specific Plan area, for the design and construction of certain roadway and utility improvements, per the conditions of approval and at no cost to the City.

DISCUSSION

On May 28, 1996 the City Council adopted the East Lone Tree Specific Plan and associated Environmental Impact Report (EIR) to govern development within a 785-acre planning area in the southeast portion of the City of Antioch. On July 16, 1998 the City Council adopted the East Lone Tree Financial Plan to address the timing and method of payment for necessary infrastructure within the Specific Plan area. Davidon Homes is the developer of the 525-unit Park Ridge subdivision project located within the Specific Plan area.

On March 9, 2010 the City Council adopted Resolutions 2010/20 and 2010/21 approving an addendum to the EIR and a Final Planned Development, Vesting Tentative Map and Use Permit for the project, with conditions of approval. On July 9,

2013 the City Council adopted Ordinance No. 20-69 approving a Development Agreement (DA) with Davidon Homes for the project.

The DA and/or the project conditions of approval require Davidon Homes to design and construct certain portions of Laurel Road and Country Hills Drive. Per the conditions of approval, the City has agreed to cooperate with Davidon Homes to establish a financing mechanism to provide for reimbursement to Davidon Homes by the owners or developers of the properties adjacent to Laurel Road and Country Hills Drive, identified as Laurel Ranch Residential, Laurel Ranch Commercial and Delizia Ranch Commercial on Exhibit A, attached.

The conditions of approval for the project also require Davidon Homes to install all project infrastructure, which may involve the oversizing of certain utilities, including storm drain and sanitary sewer lines, to accommodate future development within the Specific Plan area.

The City is authorized under Division 2, Chapter 4, Article 6 of the Subdivision Map Act to enter into a reimbursement agreement with a developer for that portion of the cost of public improvements in excess of the construction required for the development, and to require owners of property benefited by the public improvements to reimburse the developer for their fair share of the cost, as a condition of approval for development.

The City Engineer has determined that the fair and equitable method of allocating the share of costs among the adjacent owners or developers of property shall be on (1) a lineal foot frontage basis for roadway and water main improvements, (2) a relative drainage area (exclusive of open space areas) basis for storm drain improvements, and (3) an equivalent residential unit (ERU) basis, as established under the Specific Plan, for sanitary sewer improvements, respectively. Davidon will also reimburse the City their share of costs for water main improvements constructed under Highway 4 at Laurel Road on an ERU basis. The City will condition the approval of development of the Adjacent Properties by requiring the owner or developer to pay to the City its fair share of the costs for the water main improvements crossing Highway 4 constructed by the City. The Specific Plan area public improvements are shown and the property owner/developer responsibilities are tabulated on Exhibit A, attached.

ATTACHMENTS

- A. Resolution to Approve a Reimbursement Agreement between the City of Antioch and Davidon Homes for Certain Roadway and Utility Improvements Within the East Lone Tree Specific Plan Area

ATTACHMENT "A"

RESOLUTION NO. 2016/**

RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND DAVIDON HOMES FOR CERTAIN ROADWAY AND UTILITY IMPROVEMENTS P.W. 674

WHEREAS, on May 28, 1996, the City Council adopted the East Lone Tree Specific Plan and associated Environmental Impact Report to govern development within a 785-acre planning area in the southeast portion of the City of Antioch; and

WHEREAS, on July 16, 1998, the City Council adopted the East Lone Tree Financial Plan to address the timing and method of payment for needed infrastructure within the Specific Plan Area; and

WHEREAS, Davidon Homes is the developer of the 525-unit Park Ridge subdivision project located within the Specific Plan Area; and

WHEREAS, the Financial Plan contemplates formation of a land-based financing mechanism to fund the infrastructure described in the Financial Plan; and

WHEREAS, the City Council has determined that the appropriate financing mechanism for the specific infrastructure items required under the Specific Plan is a Reimbursement Agreement to be formed pursuant to Division 2, Chapter 4, Article 6 of the Subdivision Map Act; and

WHEREAS, pursuant to said Article 6, the City is authorized to enter into a Reimbursement Agreement with a developer for that portion of the cost of public improvements in excess of the construction required for the development, and to require owners of property benefited by the public improvements to reimburse the developer for their fair share of the cost, as a condition of approval for development; and

WHEREAS, the City Engineer has determined that the fair and equitable method of allocating the share of costs among the adjacent owners or developers of property shall be on (1) a lineal foot frontage basis for roadway and water main improvements, (2) a relative drainage area (exclusive of open space areas) basis for storm drain improvements, and (3) an equivalent residential unit (ERU) basis, as established under the Specific Plan, for sanitary sewer improvements, respectively; and

WHEREAS, Davidon and the adjacent owners or developers of property shall also reimburse the City their share of costs for water main improvements constructed under Highway 4 at Laurel Road on an ERU basis as an obligation of the Reimbursement Agreement or pursuant to conditions of approval for future development, respectively; and

RESOLUTION NO. 2016/**

November 22, 2016

Page 2

WHEREAS, the Specific Plan Area public improvements are shown and the property owner/developer responsibilities are tabulated on Exhibit A, attached; and

WHEREAS, a duly-noticed public hearing was held and notice given to all owners adjacent to the project, and wherein all interested persons were allowed to speak at said public hearing.

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Antioch approves the Reimbursement Agreement, attached as Exhibit A, between the City of Antioch and Davidon Homes for Certain Roadway and Utility Improvements, and that the City Manager is authorized and directed to execute the Reimbursement Agreement, in a form approved by the City Attorney; and

BE IT FURTHER RESOLVED THAT a certified copy of the resolution and Exhibit A shall be recorded in the Office of the County Recorder of Contra Costa County.

* * * * *

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 22nd day of November, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

A2

EXHIBIT "A"

REIMBURSEMENT AGREEMENT FOR ROADWAY AND UTILITY IMPROVEMENTS

This REIMBURSEMENT AGREEMENT FOR ROADWAY AND UTILITY IMPROVEMENTS ("**Agreement**") by and between the **CITY OF ANTIOCH**, a municipal corporation ("**City**") and **DAVIDON HOMES**, a California limited partnership ("**Davidon**") (each a "**Party**" and collectively the "**Parties**") is entered into as of November 22, 2016, (the "**Effective Date**").

A. Davidon is the owner of certain real property located in the City of Antioch, Contra Costa County (the "**Property**") which it is developing as a single-family residential subdivision, commonly known as the Park Ridge Subdivision Project, in accordance with the approvals described below (the "**Project**").

B. On May 28, 1996, the Antioch City Council ("**City Council**") adopted the East Lone Tree Specific Plan and associated Environmental Impact Report (EIR) to govern development within a 785-acre planning area ("**Specific Plan Area**") in the southeast portion of the City of Antioch. The Project is within the Specific Plan Area.

C. On July 16, 1998, the City Council adopted the East Lone Tree Financial Plan ("**Financial Plan**") to address the timing and method of payment for needed infrastructure within the Specific Plan Area.

D. On March 9, 2010, the Antioch City Council adopted Resolutions 2010/20 and 2010/21 adopting an addendum to the Environmental Impact Report and a Final Planned Development, Vesting Tentative Map and Use Permit for the Project, with Conditions of Approval.

E. On July 9, 2013, the City Council adopted Ordinance No. 20-69 CS approving a development agreement with Davidon for the Project ("**Development Agreement**").

F. The Development Agreement and/or Conditions of Approval provide that Davidon shall design and construct specified portions of Laurel Road and Country Hills Drive (depicted as Segments 1 through 4 on Exhibit A) (collectively "**Roadway Improvements**") and that the City will cooperate with Davidon to establish a financing mechanism or reimbursement agreement to provide for reimbursement to Davidon by the owners or developers of the properties adjacent to Laurel Road and Country Hills Drive ("**Adjacent Properties**"), which, as shown on Exhibit A, are Laurel Ranch Residential, Laurel Ranch Commercial and Delizia Ranch Commercial ("**Adjacent Property Owners**"). Some or all of the portions of the Roadway Improvements may be constructed by one or more Adjacent Property Owners depending upon the timing of development of those properties relative to the Project. Davidon and the Adjacent Property Owners are hereinafter collectively referred to as the "**Property Owners**."

G. The Conditions of Approval provide that Davidon shall install all infrastructure for the Project, which may involve oversizing to accommodate future development in the Specific Plan. The infrastructure to be installed by Davidon may include all or part of the storm drain lines ("**Storm Drain Improvements**"), sanitary sewer mains ("**Sanitary Sewer Improvements**") and water main improvements ("**Water Main Improvements**") shown on

Exhibit A (collectively “**Utility Improvements**”) depending upon the timing of development of the Project relative to that of the Adjacent Properties. The Conditions of Approval provide that Davidon may be reimbursed for some or all of the sewer mains and stormwater system installed in connection with the Project.

H. The City is authorized, under the Subdivision Map Act and other applicable law, to enter into a reimbursement agreement with a developer for that portion of the cost of public improvements, including an amount attributable to interest, in excess of the construction required for the development and to require owners of property benefitted by the public improvements to reimburse the developer for their fair share of the cost thereof as a condition of approval of development.

I. Davidon and the City desire to enter into this Agreement to establish the terms and conditions under which Davidon shall be reimbursed for the fair share of the costs of the Roadway Improvements and Utility Improvements to be borne by Adjacent Properties and/or under which Davidon shall pay its fair share of the cost of reimbursing other Adjacent Property Owners for portions of the Roadway Improvements or Utility Improvements installed by them.

J. The City has determined that a fair and equitable method of allocating the share of costs of the Roadway Improvements among the Property Owners is on a “lineal foot frontage” basis, determined by calculating the amount of frontage of each property on the improved roadway, as shown and described on Exhibit A (“**Lineal Front Footage**”). The Lineal Front Footage figures and related percentages shown on Exhibit A may be adjusted, as appropriate, by the City Engineer based on precise measurement of Lineal Front Footage for each of the properties following construction and acceptance of the Roadway Improvements (or portion thereof, as applicable).

K. The City has determined that a fair and equitable method of allocating the share of (1) the costs of the Storm Drain Improvements among the Property Owners is on the relative drainage area of each property (exclusive of open space areas) draining into the Storm Drain Improvements as shown and described on Exhibit A; (2) the cost of the Sanitary Sewer Improvements among the Property Owners is on ERU factors, as established under the Financial Plan, which reflects the number of equivalent units utilizing the Sanitary Sewer Improvements, as shown and described on Exhibit A; and (3) the cost of the Water Main Improvements among the Property Owners is on Lineal Front Footage, except with respect to the portion of the water main crossing under Highway 4, which was constructed by the City, for which the Property Owners shall reimburse the City based on ERU factors, as shown and described on Exhibit A.

L. On November 22, 2016, the City Council held a public hearing regarding approval and execution of this Agreement, of which written notice was provided by mail to the record owners of the Adjacent Properties as shown on the latest County Assessor’s secured real property assessment roll.

M. This Agreement is intended to be the agreement or mechanism referenced in the Development Agreement and/or Conditions of Approval for reimbursement of Davidon for the Roadway and Utility Improvements.

A4

AGREEMENT

NOW, THEREFORE, in view of the foregoing recitals and in consideration of the following terms, conditions and covenants, the parties agree as follows:

SECTION 1. DESIGN AND CONSTRUCTION OF ROADWAY AND UTILITY IMPROVEMENTS

1.1 Roadway Improvements. Consistent with the Conditions of Approval, Davidon shall design and construct the portion of Laurel Road, including infrastructure and traffic signalization described in Section 1.2 below, from the northwestern boundary of the Property to the State Route 4 Bypass and shall design and construct the portion of Country Hills Drive from the northern terminus of the Sand Creek Ranch subdivision to Laurel Road, all as shown on Exhibit A. All Roadway Improvements shall be constructed pursuant to improvement plans approved and signed by the City Engineer (“**Approved Plans**”). The improvement plans for Laurel Road shall be submitted to and approved by the City Engineer prior to the recordation of the final map containing the 124th lot in the Project, and the improvement plans for Country Hills Drive shall be submitted to and approved by the City Engineer prior to issuance of the 271st building permit in the Project. Construction of Laurel Road shall commence prior to or upon the recordation of the final map containing the 124th lot in the Project, and construction of Country Hills Drive shall commence prior to or upon issuance of the 271st building permit in the Project.

1.2 Roadway Improvement Specifications.

(a) Roadway and Related Improvements. The Roadway Improvements shall be designed and constructed as specified in the Specific Plan and the Conditions of Approval and depicted on Exhibit A, and shall include the elements described below. The City Engineer may modify certain aspects of the design of the Roadway Improvements.

(b) Turn Lanes. The median island on Laurel Road shall include left turn pockets for both east- and west-bound traffic at all intersections. The length of storage and deceleration lanes shall be as specified in the Approved Plans.

(c) Signalization. Signalized intersections shall be designed and constructed at Laurel Road and Country Hills Drive and at Laurel Road and Treeline Way pursuant to the Approved Plans.

(d) Bicycle Paths. The improvement plans for Country Hills Drive shall include an 8’ off-street bicycle path on the east side of the roadway and a 6’ bicycle path on the west side of the roadway.

1.3 Utility Improvements. The Storm Drain Improvements, Sanitary Sewer Improvements and Water Main Improvements shall be designed and constructed as specified in the Specific Plan, as described and depicted on Exhibit A. The City Engineer may modify certain aspects of the design of the Utility Improvements. The segments of the Storm Drain Improvements, Sanitary Sewer Improvements and Water Main Improvements within Laurel Road and Country Hills Drive shall be installed by the developer constructing those roads (or segments thereof). The developer of property whose development needs the Storm Drain

Improvements, Sanitary Sewer Improvements or Water Main Improvements first shall install those improvements, including all offsite downstream improvements needed for the development.

1.4 Consistency with Conditions of Approval In the event that any provisions in paragraphs 1.1 through 1.3 are in conflict with the Conditions of Approval for the Project, it is the intent of the Parties that the Conditions of Approval shall apply.

1.5 Improvement Costs. The costs of the Roadway Improvements and Utility Improvements for which Davidon (or the Adjacent Property Owner installing such improvements) shall be entitled to reimbursement (“**Improvement Costs**”) (less that party’s fair share of such costs) shall consist of all costs of the design and construction thereof and all costs incidental to such design and construction including, without limitation, the following:

(a) Design, Engineering, Inspection and Environmental. All design, planning, engineering, environmental analysis and mitigation, and inspection services and costs, including all associated fees, charges and permits.

(b) Easements and Rights of Way. Cost of acquisition of easements and rights of way for roadway and associated infrastructure and utilities as they relate to the Roadway or Utility Improvements, including appraisal and title insurance costs and actual costs of acquisition.

(c) Construction Costs. The sum of all costs incurred for the construction of the Roadway or Utility Improvements in accordance with the Approved Plans including, without limitation, the direct costs of construction labor, materials, equipment, and services

(d) Overhead and Management. An amount equal to 8% of the direct cost of construction of the Roadway or Utility Improvements for overhead, construction management and supervision costs.

(e) Bonds and Insurance. The cost of premiums paid for insurance coverage and any surety bonds required for the Roadway or Utility Improvements.

(f) Interest. Interest at the lower of 6% or the Prime Rate of interest, as published in the Wall Street Journal, plus 1% from the date the Improvement Costs are incurred to the date of payment pursuant to Section 2, compounded quarterly.

SECTION 2. REIMBURSEMENT AND DEVELOPMENT CONDITIONS

2.1 Determination of Reimbursement. Upon completion and acceptance of the Roadway or Utility Improvements (or portion thereof being constructed by Davidon or the Adjacent Property Owner), the City Engineer shall calculate the amount of reimbursement, including all Improvement Costs per Section 1.5, to which Davidon or the Adjacent Property Owner, as applicable, is entitled (“**Reimbursement Amount**”) from other Property Owners for their fair share of the cost of such improvements, determined in accordance with Recitals J and/or K.

2.2 Development Condition. The City shall condition the approval of development of the Adjacent Properties by requiring the owner or developer thereof to pay to the City its fair

share of the Reimbursement Amount, plus the City's reasonable costs of administering the collection and disbursement of the Reimbursement Amount, prior to recordation of the first final map for such property. If a subdivision map is not required for development of the property, the City shall require payment of the Reimbursement Amount and any related City costs prior to issuance of the first permit or approval for development of such property.

2.3 Remittance to Davidon. The City shall remit to Davidon or the Adjacent Property Owner, as applicable, the Reimbursement Amount collected pursuant to Section 2.2 within thirty days of receipt thereof.

2.4 Reimbursement for City Constructed Improvements. As referenced in paragraph K. of the recitals, as an obligation of this agreement Davidon shall reimburse the City for its fair share cost of the portion of the water main crossing under Highway 4, which was constructed by the City. Calculation of the reimbursement amount shall be based on ERU factors, as shown and described on Exhibit A.

SECTION 3. MISCELLANEOUS

3.1 Defined Terms. Unless the context indicates otherwise, the capitalized terms used in this Agreement shall have the meaning given them in this Agreement, and defined terms in the singular form include the plural and vice versa.

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

3.3 Construction. All references to this Agreement shall be deemed to refer to this Agreement as it may be amended from time to time. This Agreement has been reviewed and revised by legal counsel for both the City and Davidon, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

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

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

A7

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

3.7 Notices. All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes: (A) upon receipt on any City business day before 5:00 PM local time and on the next City business day if received after 5:00 PM or on other than a City business day, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, or (iii) transmittal by electronic mail (email) or electronically confirmed telecopy or facsimile, or (B) five days after being duly mailed certified mail, return receipt requested, postage prepaid, all addressed as follows:

If to City, to: City of Antioch
 Attention: City Manager
 200 H Street
 Antioch, CA 94509
 Telephone: (925) 779-7011
 Facsimile: (925) 779-7003

With a mandatory
copy to: City of Antioch
 Attention: City Attorney
 200 H Street
 Antioch, CA 94509
 Telephone: (925) 779-7015
 Facsimile: (925) 779-7003

If to Davidon, to: Davidon Homes
 Attention: Steve Abbs
 1600 South Main Street, Suite 150
 Walnut Creek, CA 94596
 Telephone: (925) 945-8000
 Facsimile: (925) 256-0140

With a mandatory
copy to: Perkins Coie LLP
 Attention: Geoffrey Robinson
 505 Howard Street, 10th Fl.
 San Francisco, CA 94111-4131
 Telephone: (415) 344-7174
 Facsimile: (415) 344-7050

In this Agreement "City business days" means days that the Antioch City Hall is open for business and does not currently include, Saturdays, Sundays, and federal and state legal holidays. Either Party may change its address by written notice to the other on five business days' prior notice in the manner set forth above. Receipt of communication by facsimile shall be sufficiently evidenced by a machine-generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving Party shall

AS

promptly notify the transmitting Party of any transmission problem and the transmitting Party shall promptly resend any affected pages.

3.8 Entire Agreement; Waiver. This Agreement constitutes in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter of this Agreement. No oral statements or prior written matter not specifically incorporated in this Agreement shall be of any force and effect. No amendment or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing approved by the City and Davidon.

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

3.10 Time of the Essence. Time is of the essence of each and every obligation of the Parties under this Agreement.

WHEREFORE, this Agreement has been entered into by and between Davidon and the City as of the Effective Date.

City of Antioch, a municipal corporation

Davidon Homes, a California limited partnership

By: _____
City Manager

By: Davidon Corporation,
its general partner

By: 
Name: Steve Abbs
Its: Vice-President

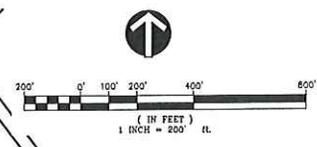
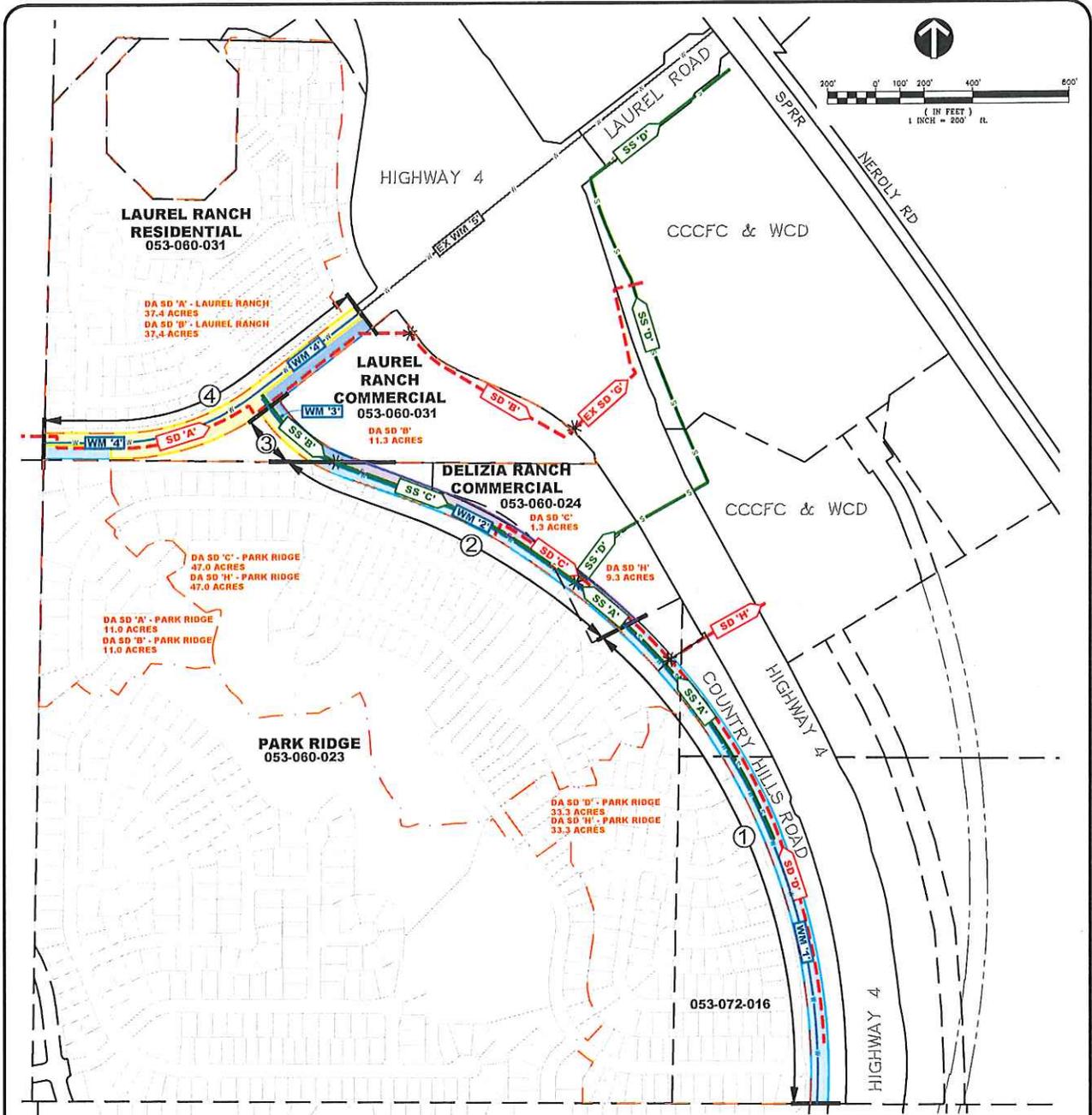
APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

A9



PROPERTY	LAND USE	QUANTITY	ERU FACTOR ¹	ERU	SANITARY SEWER ERU ²	DRAINAGE AREA (ACRES) ³
LAUREL RANCH-VIM	RESIDENTIAL (RESIDENTIAL UNITS)	180	1	180	180	25.4
LAUREL RANCH/BIBBY-VIM	COMMUNITY RETAIL (ACRES)	9.9	6	60	60	9.9
PARK RIDGE-VIM	RESIDENTIAL (RESIDENTIAL UNITS)	525	1	525	189	64.6
DELIZIA RANCH LLC-BOUNDARY	COMMUNITY RETAIL (ACRES)	7.9	6	48	48	7.9

1. ERU FACTOR IS BASED ON THE EAST LOBE TREE TRIANGULAR PLAN, ADOPTED DECEMBER 16, 1997.
 2. ERU FOR SANITARY SEWER BASED ON NUMBER OF UNITS UTILIZING SEWER MAINS.
 3. DRAINAGE AREA USED TO CALCULATE EQUIVALENT RESPONSIBILITY FOR STORM DRAIN DRAINAGE AREA EXCLUDES OPEN SPACE AREAS IN THE SUBDIVISIONS.

STREET IMPROVEMENTS					
SECTION	LAUREL RANCH	LAUREL RANCH COMMERCIAL	PARK RIDGE	DELIZIA RANCH	TOTAL FRONTAGE LENGTH (LF)
①	0%	0%	100%	0%	4,410
②	0%	0%	50%	50%	2,800
③	50%	50%	0%	0%	730
④	71%	20%	9%	0%	2,960

1. STREET IMPROVEMENTS BASED ON ACTUAL FRONTAGE FOR EACH PROPERTY ALONG PORTION OF ROAD.

SANITARY SEWER IMPROVEMENTS					
LINE	LAUREL RANCH	LAUREL RANCH COMMERCIAL	PARK RIDGE	DELIZIA RANCH	TOTAL PIPE LENGTH (LF)
SS 'A'	0%	0%	100%	0%	1,380
SS 'B'	75.0%	25.0%	0%	0%	420
SS 'C'	62.5%	20.6%	0%	16.7%	1,125
SS 'D'	31.2%	10.4%	50.0%	6.4%	2,775

WATER MAIN IMPROVEMENTS					
LINE	LAUREL RANCH	LAUREL RANCH COMMERCIAL	PARK RIDGE	DELIZIA RANCH	TOTAL PIPE LENGTH (LF)
WM '1'	0%	0%	100%	0%	2,205
WM '2'	0%	0%	50%	50%	1,400
WM '3'	50%	50%	0%	0%	365
WM '4'	71%	20%	9%	0%	1,480

1. WATER MAIN IMPROVEMENTS BASED ON ACTUAL PROPERTY FRONTAGE ALONG THE ROADWAYS ENCLOSING THE WATER MAIN.

EXISTING WATER MAIN IMPROVEMENTS					
LINE	LAUREL RANCH	LAUREL RANCH COMMERCIAL	PARK RIDGE	DELIZIA RANCH	TOTAL COST
EX WM '5'	22.1%	7.4%	64.6%	5.9%	\$300,000

1. RESPONSIBILITY PERCENTAGES ARE BASED ON TOTAL ERU'S, FOR THE PROPERTIES WEST OF HIGHWAY 4.

LEGEND

- LAUREL RANCH STREET IMPROVEMENTS RESPONSIBILITY
- LAUREL RANCH COMMERCIAL STREET IMPROVEMENTS RESPONSIBILITY
- PARK RIDGE STREET IMPROVEMENTS RESPONSIBILITY
- DELIZIA RANCH STREET IMPROVEMENTS RESPONSIBILITY
- SANITARY SEWER
- STORM DRAIN
- WATER MAIN
- EXISTING WATER MAIN
- LINE SECTION CHANGE
- DRAINAGE AREA BOUNDARY

LAUREL ROAD & COUNTRY HILLS ROAD ROADWAY & UTILITY EQUIVALENT RESPONSIBILITY EXHIBIT
 SCALE: 1"=200'
 NOVEMBER 10, 2016



A10



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*
SUBJECT: Planning Commission Appointments

RECOMMENDED ACTION

It is recommended that the City Council receive and file the attached applications and consider the Mayor's nominations to the Planning Commission.

STRATEGIC PURPOSE

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

Strategy L-7: Coordinate City Boards and Commissions administrative requirements.

FISCAL IMPACT

There is no fiscal impact to the City as all positions are voluntary.

DISCUSSION

The Planning Commission has two full term vacancies with an expiration date of October 2020. Applications were received during the recruitment period and the four applicants were interviewed by Mayor Harper and Community Development Director Forrest Ebbs:

1. James Conley
2. Maher S. Abouseif
3. Michael Amorosa
4. Rodney McClelland

The recommendation will be made by Mayor Harper at the meeting.

ATTACHMENTS

- A. Resolution
- B. Applications

ATTACHMENT “A”

RESOLUTION NO. 2016/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPOINTING _____ AND _____ TO THE PLANNING COMMISSION FOR
THE FULL TERM ENDING IN OCTOBER 2020**

WHEREAS, there are currently two vacancies on the Planning Commission due to the expiration of two terms,

WHEREAS, the City Clerk made announcement of the vacancies and solicited applications for the vacancies; and,

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

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

WHEREAS, Mayor Wade Harper has nominated _____ and _____ to the Planning Commission; and,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Antioch hereby approves the Mayor's nomination of _____ and _____ and appoints them to serve on the Planning Commission for the full term ending in October 2020.

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 22nd day of November 2016, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

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

A1

ATTACHMENT “B”

RECEIVED

SEP 2 2016

CITY OF ANTIOCH
CITY CLERK



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

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Two 4-year terms expiring October 2020

Print Your Name JAMES CONLEY
 Address [REDACTED] TOYON WAY City ANTIOCH
 ZIP Code 94521 Phone (H) [REDACTED] (W) _____ (C) _____
 E-mail address [REDACTED]
 Employer RETIRED
 Address - City _____
 Occupation -
 Years lived in the City of Antioch 25

List the three (3) main reasons for your interest in this appointment:
I WANT TO HELP MAKE ANTIOCH A BETTER PLACE TO LIVE
ANTIOCH HAS THOUSANDS OF HOMES TO BE BUILT,
I WANT TO MAKE THEM THE BEST POSSIBLE AND
CONTROL THE GROWTH.

Have you attended any meeting of this commission? YES
 Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) YES. 4 YEARS PLANNING COMMISSIONER AND 6 YEARS ON THE CITY COUNCIL

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? 4 YEARS OF PLANNING COMMISSION EXPERIENCE

B1

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

I WANT TO HELP MAKE ANTIOCH A BETTER PLACE TO LIVE.

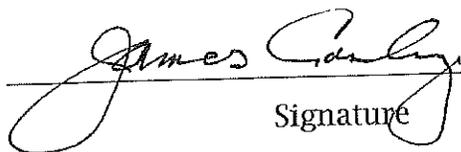
Can you attend meetings at the designated days and time? YES

****Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).**

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

DELIVER OR MAIL TO: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007


Signature

9-1-16
Date

James W. Conley

██████████ Toyon Way
Antioch, Ca. 94531

Management

Proven manager with over 50 years of progressively increasing experience in management and motivation. Successful project manager, from developing new operational procedures to downsizing and out-sourcing entire departments.

Professional Experience

Department manager, cashier's office and central services, Diablo Valley College.	2000 to 2014
General Manager, Camp and Company. Security Service.	1999 to 2000
V.P. District Manager, US Bank	1996 to 1999
V.P. Senior Operations Officer, California Bancshares. (Acquired by U.S. Bank)	1977 to 1996
Crocker Bank, assistant branch manager.	1969 to 1977

Education

Pacific Coast Banking School, University of Washington
Golden Gate University, San Francisco
California Bankers Association, compliance seminars
Diablo Valley College
Clayton Valley High School

Community Service

Taught Banking and Finance, Chabot College
American Institute of Banking; instructor in Fraud, Auditing, Loss Prevention and Compliance
Antioch City Council 2000 to 2006
Antioch Planning Commission 1996 to 2000
Antioch Unified School District budget review committee

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SEP 29 2016

CITY OF ANTIOCH
CITY CLERK



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

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Two 4-year terms expiring October 2020

Print Your Name MAHER S. ABOUSEIF
 Address [REDACTED] BUGLE WAY City ANTIOCH
 ZIP Code 94531 Phone (H) 925 [REDACTED] (W) [REDACTED] (C) [REDACTED]
 E-mail address [REDACTED]
 Employer DESIGN HOUSE, BAHRAIN (on part time basis)
 Address _____ City _____
 Occupation CONSULTANT ARCHITECT PLANNER
 Years lived in the City of Antioch TWO

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

- (1) To utilize my extensive experience to serve Antioch
- (2) To Upgrade the Dev Plan, Develop Attractive Spine between BART Station and San Joaquin River waterfront. This will be the future Business Park / Greenery of the Region.
- (3) To avoid being able to do better and not to do; (It is a sin) on internet yes.

Have you attended any meeting of this commission? yes.

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) Applied 2 years ago to same position but I was not fully residing in Antioch. I had an interview and an explanation for not being "appointment-refusal".

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? (1) Creativity as an Architect / Urban Designer
(2) Knowledge as an Urban Planner, Transportation Planner & Engineer with Academic (B.Sc, M.Sc, M.Sc., and Ph.D) from Universities in UK and EGYPT
(3) Extensive diversified Experience (50yrs), (4) Former Advisor to the Minister of Urban Planning, BAHRAIN, Middle East worked closely with SOM, Chicago.

B4

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

I worked previously in Greater London Council, on Boards, as a Consultant (Planning/Architecture Advisor) in the Middle East, I have attended many conferences. Planning should take the initiatives to create a positive change towards a new preferred image of Future Antioch. We do face problems: underdeveloped waterfront (which is of a great potential), neglected cheap areas in the north, We need to potentially attractive, city Office Parks. I believe the 14 years old Plan did not address the waterfront potential. This Plan needs a revision.

Can you attend meetings at the designated days and time? Yes

****Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).**

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

DELIVER OR MAIL TO: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007

Muhammad Abozeif

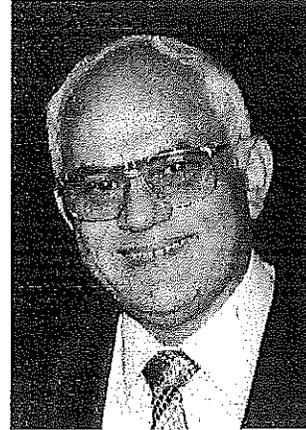
Signature

Sept 29, 2016

Date

Dr. MAHER ABOUSEIF

██████ Bugle Way, Antioch CA 94531
████████████████████
████████████████████
████████████████████

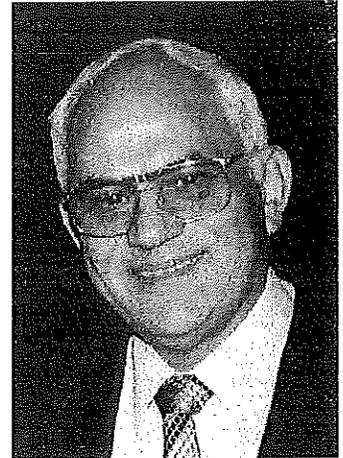


- Dr Abouseif is an American Egyptian International Consultant of Architecture, Planning, and Urban Design. He has been teaching Urban Design and Achitectoral Design at Universities. He recently started to produce expressive paintings and registered for Danville Blackhawk Art Gallery;
- Professionally, Dr Maher Abouseif worked as a Consultant for the Ministry of Municipalities and Urban Planning in Bahrain, and supervised 2007 Bahrain National Strategy prepared by SOM (Skidmore, Owings and Merrill). He had previously prepared the "**Land Management, Development Control and Urban Planning Policies for Bahrain, 1997.**" And he had previously prepared Bahraini Planning and Development Regulations in the 1990's.
- He was a Project Manager & Team Leader for DAR AL HANDASSAH **Third New Town in Bahrain** during 1980's. He had participated in designing few **new towns in Egypt** (New Ameriyyah, Badr, and Al Obour New Towns) during the 70's and 80's..
- He had worked during the 70,s as a **Traffic Engineer** for for the Greater London Council and was resposible for Oxford Street Pedestrianisation Experiment in 1972-3; and for Southampton City Council on **General Improvement Areas.**
- As an **architect**, he established his own private practice PASIO in 1987 and designed many public (Hospital and Office Buildings) and private buildings (Villas) in Egypt and in California US (*St Michael Coptic Orthodox Church Santa Ana CA*).
- Dr Maher Abouseif has a Ph.D on **designing urban development structures** from Strathclyde University, Glasgow, UK in 1978, he has an M.Sc. on **motorway planning in urban areas** (Transportation Planning & Engineering) from Southampton University, England, in 1972. He had another Master degree on **designing urban spaces** (Urban Design) in 1970, a Diploma of Graduate Studies in **Planning** in 1969, and a B.Sc. in **Architecture** with Distinction & Honours in 1966 from Cairo University, Egypt.
- He is a Former Assuit **University Ass. Professor** of Architecture & Planning and has an extensive variety of experiences in Art, architecture, urban design, urban planning, transportation planning and traffic management.
- As a resident of **Antioch** since 2014, has built up a planning vision of Antioch to create a pedestrian promenade with electric cars only (like airport trminals) at higher level linking the new BART Station and the water front which will accommodate new spaces for business and shopping underneath abd around it where cars are and the existing Railway line will be maintained at their present levels. This will promote Antioch as a tourist, entertaining, and business attraction in the region. It is a new image in need for study and development.

Maher Abouseif

Artist, Architect, Urban Designer, and University Ass. Professor
Member of Blackhawk Art Gallery. Danville, CA

██████████ Antioch CA 94531
██
██
██



Profile

Dedicated **US Citizen**: Artist, Architect, Urban Designer, and University Teacher with extensive academic and professional experiences possessing analytical, design, and communication skills demonstrated by his achievements during 40+ years of experience as a Consultant.

Skills

- TOP MANAGEMENT
- Urban Design
- Architectural Design
- Project Management
- Urban Regeneration
- Socioeconomic and
- Arch. Design
- Urban Design
- Painting

Major Accomplishments

- Project Management and Planning of 3 Districts in Kurdistan Iraq 2014
- Training Municipalities High Management in Saudi Arabia w TEAM International
- Initiation and Completion of Bahrain Land Management Study (1997)
- Architectural Design of Hospital, Villas, Apartments, Office. Churches 1978-1991

Professional Experience

- **SENIOR PLANNING CONSULTANT AND PROJECT MANAGER**, DESIGN HOOUSE and TEAM INTERNATIONAL Consultancies: in Kurdistan Iraq, and Bahrain (2013, 14)
- **Training High Management in Saudi Arabia** w TEAM International
- **PLANNING LEGAL ADVISOR** for ATKINS (2013)
- **ADVISOR TO MINISTER** of Municipalities and Urban Planning in Bahrain (1989-2012)
- **PLANNING EXPERT**, Egypt's General Organization of Physical Planning (GOPP); (78-89)
- **ARCHITECT**. PASIO, Planning, Architectural, Structural Integrated Design Office since 1978
- **ASS PROFESSOR OF PLANNING** Assuit University Dept of Arch. (1987-99)
- **TRAFFIC ENGINEER** SOUTHAMPTON CITY COUNCIL ENGLAND UK (1973-74).
- **TRAFFIC ENGINEER** FOR GREATER LONDON COUNCIL ENGLAND UK (1972-3)

Education and Training

- **Ph.D. in Architecture and Planning** Strathclyde University, Glasgow, UK, 1978
- **M.Sc. in Transportation Planning and Engineering** University of Southampton, UK, 1972
- **M.Sc. in Urban Design** Cairo University, Egypt, 1970
- **Diploma of Graduate Studies in Physical Planning** Cairo University, Egypt, 1969
- **B.Sc. in Architecture (Dist., Hon)** Cairo University, Faculty of Engineering, Egypt, 1966

RECEIVED

SEP 29 2016

CITY OF ANTIOCH
CITY CLERK



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

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Two 4-year terms expiring October 2020

Print Your Name MICHAEL AMOROSA
 Address [REDACTED] W 4TH ST City ANTIOCH
 ZIP Code 94509 Phone (H) - (W) 925 [REDACTED] (C) 925 [REDACTED]
 E-mail address [REDACTED]
 Employer JOHN MUIR Medical CENTER
 Address 2540 EAST ST City CONCORD
 Occupation NURSING
 Years lived in the City of Antioch 31+ (FIRST MOVED HERE IN 1977)

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

#1: TO HAVE THE OPPORTUNITY TO MAKE WELL THOUGHT OUT DECISIONS AND RECOMMENDATIONS FOR THE SAKE OF QUALITY OF LIFE ISSUES FOR ANTIOCH'S FUTURE. #2: ALWAYS HAD A PLANNING INTEREST AND A FORWARD, SMART WAY OF THINKING TOWARDS FUTURE PLANNING. #3: WANT TO MAKE A DIFFERENCE FOR MY FAMILY & COMMUNITY.

Have you attended any meeting of this commission? YES.
 Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) NO.

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? I'VE SERVED IN GOVERNMENT BEFORE, THREE YEARS FOR A STATE SENATOR AND WORKED ON LOCAL ISSUES, PLANNING WITH LOCAL AUTHORITIES ON CITY ISSUES LIKE ROAD WIDENING, MEDIATION AND TRANSPORTATION. I'M VERY INTUNED WITH ANTIOCH'S HISTORY - FROM SETTLEMENT TIMES IN 1851 TO NOW AND KNOW EVERY "OWNER" OF ANTIOCH. I'VE HAD A LOT OF EXPERIENCE WORKING WITH THE PUBLIC TO

B8

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

NOT ONLY WOULD THIS BE AN EDUCATIONAL EXPERIENCE, BUT A JOURNEY TO FURTHER MY ACTIONS IN GIVING BACK TO ANTIOCH. I'VE ALWAYS HAD A SOLID ~~IN~~ INTEREST IN PLANNING - AND NOW IT'S FINALLY A TIME IN MY LIFE THAT I CAN GIVE BACK. I'M ALSO INTERESTED IN MORE BIKE/RECREATION TRAILS AND BIKE LANES TO BETTER SERVE THE PUBLIC'S NEEDS. I'M ALSO INTERESTED IN BRINGING MORE CHARACTER & QUALITY TO FUTURE PROJECTS, AND I'D BE HONORED IF I CAN GET A SEAT ON THIS COMMISSION.

Can you attend meetings at the designated days and time? YES.

****Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).**

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

DELIVER OR MAIL TO: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007


Signature

9/20/16
Date

Michael Amorosa

██████ W 4th St,
Antioch Ca. 94509
925 ██████████
████████████████████

OBJECTIVE

Seeking to obtain a seat on the planning commission at the City of Antioch to better serve my community. I have been interested in serving and the planning commission has been in my interest for some time.

EMPLOYMENT

John Muir Medical Center - Concord	2006-Present
Antioch High Head X-country and track coach	1996-2009
Field Representative California State Senator	2000-2003
UPS	1994-2006

EDUCATION

Antioch High School	1988
Diablo Valley J.C.	1990-1992
University of Hawaii-UHH - Business Admin.	1992-1994
SJSU	1994-1996

LEADESHIP SKILLS

State Senator Field Rep.
Head coaching
Student Body Vice President - UHH
Vice President of Rivertown Preservation Society

COMMUNITY SERVICE

Road side cleanups bi-annually since the 1980's.
Coaching at numerous levels
Fun-Run Race Director

SKILLS - OTHER/PERSONAL

DIY - renovation of older homes
Landscaping
Writing

REFERENCES

Upon request if selected.

RECEIVED

AUG 30 2016

CITY OF ANTIOCH
CITY CLERK



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

APPLICATION FOR COMMUNITY SERVICE

PLANNING COMMISSION - Two 4-year terms expiring October 2020

Print Your Name Rodney McClelland
Address [REDACTED] Westbourne Dr. City Antioch
ZIP Code 94509 Phone (H) 925-[REDACTED] (W) [REDACTED]
E-mail address [REDACTED]
Employer Specialty Alc Products
Address 5250 EAST 2ND ST. City BENLITA
Occupation SALES
Years lived in the City of Antioch 49

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

To become more involved in community and its development
To be part of the future of Antioch
To add to Antioch's already diverse community

Have you attended any meeting of this commission? NO

Have you had any previous appointments to this or other city commissions or boards? (If yes, please explain) I currently serve as Chairman of Parks and Recreation Commission

What skills/knowledge do you have that would be helpful in serving on the Planning Commission? I currently serve on Parks and Rec which has given me experience serving on Commission. I was born and raised in Antioch, so I have seen all the changes the city has gone through. I have been part of other non-profit boards and can work with others as a team player.

B11

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

I AM SOMEONE WHO CARES FOR ANTIOCH'S FUTURE
TO MAKE OUR CITY GREAT AND TO LEAVE IT
TO THE MANY GENERATIONS THAT FOLLOW.

I WAS RAISED HERE, LIVE HERE. I WAS AT
OPENING CEREMONIES OF CITY HALL AS AN EAGLE
BOY SCOUT.

I AM ALSO EXCITED ABOUT THE FUTURE OF
ANTIOCH

Can you attend meetings at the designated days and time? YES

**Please attach your resume (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Commission members are required to file an "assuming office" and annual FPPC Form 700 (Statement of Economic Interests) with the City Clerk.

DELIVER OR MAIL TO: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007


Signature

8/19/2016
Date



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Arne Simonsen, City Clerk *AS*
Christina Garcia, Deputy City Clerk *CG*

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

SUBJECT: Contra Costa County Library Commission appointment for one full-term vacancy expiring June 2018

RECOMMENDED ACTION

It is recommended that the Mayor nominate and Council appoint by resolution one (1) full-term vacancy to the Contra Costa County Library Commission expiring June 2018.

STRATEGIC PURPOSE

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

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

FISCAL IMPACT

There is no fiscal impact as all positions are voluntary.

DISCUSSION

The Contra Costa County Library Commission was established by the Contra Costa County Board of Supervisors in March 1991. The Commission was created to serve in an advisory capacity to the Board of Supervisors and the County Librarian. The Library Commission is comprised of 29 members:

- 19 members representing the cities/towns in Contra Costa County - these Commissioners are appointed by the city/town councils
- 5 members represent Contra Costa County - each member of the Board of Supervisors appoints one Commissioner
- 5 members represent the Central Labor Council, the Contra Costa Council, the Contra Costa Community College District, the Superintendent of Schools, and the Friends Council

The Board normally meets on the fourth Thursday of every other month starting in January at 7:00 p.m. at the Library Administration, 75 Santa Barbara Blvd., Pleasant Hill. The City of Antioch advertised to fill the vacancy in the usual manner.

The Clerk's Office received one application for this vacancy from Dr. John M. Huh. The applicant was interviewed by Mayor Harper.

ATTACHMENTS

- A. Resolution
- B. Application of the listed applicant

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPOINTING *(INSERT NAME OF APPOINTEE)* TO THE CONTRA COSTA COUNTY
LIBRARY COMMISSION FOR THE (1) ONE FULL-TERM VACANCY,
ENDING IN JUNE 2018**

WHEREAS, there is currently (1) one full-term vacancy on the Contra Costa Library Commission ending in June 2018; and

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

WHEREAS, Mayor Wade Harper considered one application received and interviewed the interested applicant; and

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

WHEREAS, Mayor Wade Harper has nominated *(insert name of appointee)* to the Contra Costa County Library Commission; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Antioch hereby approve the Mayor's nomination of *(insert name of appointee)* and appoint him/her to serve on the Contra Costa County Library Commission, as a Commissioner, full-term, ending in June 2018.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22th day of November 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT B

Name: Dr. John M Huh

Address: Crocker Way, Antioch, Ca. 94531

Phone;

E-mail;

Employer; Stanford University, Hoover Institution Library, 434 Gálvez Mall, Stanford
University Occupation; Visiting Research Fellow

Years lived in Antioch; 8 years.

List the 3 main reasons for your interest in this application;

- (1). While I do research working at the former President Hoover Library, I have found that how important of Library operation Such as resources and management.
- (2) Innovation and strategic management of the library operation,
- (3). Funding and Budget for the library

Have you attended any meeting of commission; No, but I have attended many of similar meetings, such as planning and economic Development meetings.

What skills/ Knowledge do you have;

- (1) I have excellent teaching experience (Univ. of Michigan)
- (2) I have Hon. Ambassador work for 3 years,
- (3) Senior management experience of oil company (Texaco),
- (4) Currently serving as Board member of Bilingual school (5). Doing research work at the Stanford University Hoover Institution Library.

I am sure that I can contribute my knowledge and broad experience of management, to the Contra Costa County Library operation and Funding and up to date system.

I humbly submit my application for the commission position.

Signed by;

John M Huh

Oct. 31, 2016

Resume

Name: John M. Huh Ph.D.

Address: Crocker way, Antioch, Ca. 94531

Cellphone

E Mail :

Education: Ph.D. Geology, University of Michigan, (1973)

MS. Geology, Bowling Green Univ.

BA. University of Kansas

Experience:

2016- up date; Visiting Research Fellow, Stanford University, Hoover Institution Library.

2014-16; Board of Trustee; SF, Korean-American Museum Board of Trustee; LOG, Bilingual School.

2004-14; Local Community Work and School teaching

1992-03; Honorary Ambassador to Indonesia, Assisted president Kim Dae Jung's Sunshine Policy and Nuclear Free and peace for Korean Peninsula and President Megawati to visit to North Korea for Invitation of president Kim Dae Jung to North Korea. President Kim Dae Jung received Nobel Peace Prize from this work.

1986-92; Safety Inspector and Professor for oil and Refinery Facilities of Indonesia

1981-85; Vice President , 50/50 Joint Venter Oil Exploration Co. Indonesia; made discovery of one Oil field and One Gas Field

1977-81; Manager of Oil Exploration, Houston Oil & Mineral Co.

1973-77. Head of Oil Exploration Laboratory, Texaco. Tulsa.Ok.

Award; Outstanding Graduate Student Award, (1970) Distinguish Teaching Fellow Award (1973), Univ. of Michigan



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lizeht Zepeda, Economic Development Program Manager

APPROVED BY: Steve Duran, City Manager 

SUBJECT: Proposed Sales Tax Sharing Agreement with OneSource Supply Solutions

RECOMMENDED ACTION

It is recommended that the City Council receive this report and direct staff regarding the proposed Sales Tax Sharing Agreement with OneSource Supply Solutions and new information received from OneSource regarding projected revenues.

STRATEGIC PURPOSE

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

FISCAL IMPACT

Subsequent to the City Council approval of a resolution authorizing the City Manager to negotiate and execute a Sales Tax Sharing Agreement with OneSource Supply Solutions (OneSource), staff was advised by OneSource that their projected revenues with Antioch as a point of sale would be closer to \$20 million than \$200 million. This is due to the partnership creating a parent company that will keep approximately \$180 million of the partnership's projected \$200 million in sales tax in Fairfield.

Please see the attached staff report from September 27, 2016 for more detail; but \$20 million of sales with Antioch as point of sale would result in \$200,000 in annual revenue to the City. This is far short of the \$2,000,000 previously projected.

DISCUSSION

On September 27, 2016, the City Council adopted a resolution directing and authorizing the City Manager to negotiate and execute a Sales Tax Sharing Agreement with OneSource Supply Solutions.

In spite of the reduction of projected revenue, staff recommends executing the Sales Tax Sharing Agreement as negotiated. The tax sharing doesn't kick in each year until after the City receives \$500,000 in sales tax. This agreement does not include Measure C revenues. More importantly, without the Agreement OneSource's parent company would have an incentive to move the \$20,000,000 projected Antioch point of sale revenue to Fairfield. With the Agreement, we can require that the projected OneSource revenues that are separate from the parent company have the point of sale in Antioch.

There is no financial downside from going forward with the proposed Agreement. However, staff does not recommend similar agreements going forward for companies projecting less than \$500,000 in annual sales tax revenue to the City of Antioch.

ATTACHMENTS

A. September 27, 2016 Staff Report to the City Council



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 27, 2016

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Steve Duran, City Manager *SD*

SUBJECT: Proposed Sales Tax Sharing Agreement with OneSource Supply Solutions

RECOMMENDED ACTION

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

STRATEGIC PURPOSE

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

FISCAL IMPACT

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

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

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

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

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

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

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

DISCUSSION

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

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

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

ATTACHMENTS

A. Resolution, including Exhibit 1

RESOLUTION NO. 2016/ **

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

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

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

WHEREAS, California law allows for tax sharing agreements; and

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

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

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

- 1. The City Manager is directed and authorized to negotiate and execute a Sales Tax Sharing Agreement with One Source Supply Solutions that will accomplish the business terms hereby authorized by the City Council, in a form approved by the City Attorney.

* * * * *

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

AYES:

NOES:

ABSENT:

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

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

Basic Business Terms:

- Parties:** The parties to the proposed tax sharing agreement shall be the City of Antioch, CA (City) and One Source Supply Solutions (one Source) or their successor in interest.
- Term:** The term of this Agreement shall be for ten (10) years from the commencement of a certain lease that Once Source Supply Solutions (One Source) intends to execute as the lessee or tenant within the City of Antioch, California.
- Point of Sale:** The City of Antioch shall be the “Point of Sale” for all sales generated from product that One Source stores in the City of Antioch.
- Operations:** One Source will covenant to continue its operations in the City of Antioch for a minimum of the initial term of five (5) years under the lease they intent to execute for its Antioch location.
- Sales Tax:** “Sales Tax” shall be the City of Antioch’s current one percent (1%) share of sales tax generated from a Point of Sale in the City of Antioch.
- Incentive:** The Sales Tax Incentive on 1% City share of sales tax shall be calculated and rebated as follows: Each year, the first \$500,000 of the City’s 1% of sales tax collected by the City from the sales by One Source will go to the City. Each year, 50% of all of the City’s 1% of sales tax collected by the City from the sales by One Source above the initial \$500,000 collected from the sales by One Source shall be rebated to One Source. “Year” for the purpose of calculation of the rebate shall be defined as the City’s fiscal year which runs from July 1 through June 30.

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Associate Engineer, Capital Improvements Division
Mike Bechtholdt, Deputy Public Works Director

APPROVED BY: Ron Bernal, Assistant City Manager/Public Works Director/City Engineer

SUBJECT: Resolution Authorizing the City Manager to Execute the Construction Grant Agreement from the Association of Bay Area Governments for the Marina Kayak Launching Facility, (PW 523-18)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Construction Grant Agreement from the Association of Bay Area Governments in the amount of \$31,835 for the Marina Kayak Launching Facility and directing the Director of Finance to amend the current year's budget upon receipt of necessary executed grant contracts.

STRATEGIC PURPOSE

This item supports Strategy J-1 in the Strategic Plan to increase the use of the City's recreational facilities.

FISCAL IMPACT

This project is fully funded through the Association of Bay Area Governments (ABAG), San Francisco Bay Area Water Trail Grant Program. There are no matching funds required for this project.

DISCUSSION

On May 2, 2016, Staff met with planners from the ABAG San Francisco Water Trail Program at the Antioch Marina to discuss the site becoming part of the San Francisco Bay Water Trail. On June 10, 2016, ABAG approved the Antioch Marina to be designated as an official site of the San Francisco Bay Water Trail. Designated San Francisco Bay Water Trail sites are able to apply for grant funding through ABAG for improvements to water access for non-motorized water craft, such as kayaks and canoes.

Staff submitted grant applications to ABAG for two public watercraft launches to be placed on the Marina grounds. These low freeboard launches will consist of modular plastic floats affixed to existing Marina structure and include hand rails for ease of launching. On November 1, 2016, ABAG approved a \$31,835 grant for the construction and installation of these facilities. Staff is requesting the City Council's acceptance of this grant funding. The attached resolution also authorizes the Director of Finance to amend

the current year's budget, without further City Council action, upon receipt of multiple executed grant contracts from the City Manager. The budget amendments will include an increase in budgeted revenue and a corresponding increase in appropriation for the amount stipulated in the grant contracts.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE THE ASSOCIATION OF BAY
AREA GOVERNMENTS CONSTRUCTION GRANT AGREEMENT
IN THE AMOUNT OF \$31,835 FOR THE
MARINA KAYAK LAUNCHING FACILITY
P.W. 523-18**

WHEREAS, The San Francisco Bay Area Water Trail (Water Trail) is a growing network of launching and landing sites that allow people in non-motorized small boats(NMSBs) to safely enjoy the natural, historic, cultural, and scenic richness of San Francisco Bay through single and multiple-day trips on the Bay; and

WHEREAS, The Water Trail Grant Program is designed to support recreational access to San Francisco Bay by awarding grants to help improve facilities at existing boat launch sites, help develop new launch sites as appropriate, and improve access for persons with disabilities; and

WHEREAS, the new kayak launch at Antioch Marina would provide a disabled accessible ramp from the nearby parking lot; and

WHEREAS, the City of Antioch is seeking \$31,835 from the San Francisco Bay Area Water Trail Grant Program; and

WHEREAS, the Association of Bay Area Governments has been delegated the responsibility of project administration and requires the applicant to certify by resolution approval of an application before submission of said application; and

WHEREAS, said application contains assurances and certifications that the applicant must comply with in order to enter into an agreement with the Association of Bay Area Governments;

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

1. Approves the filing of an application with the Association of Bay Area Governments; and
2. Certifies that said applicant understands the assurances and certification; and
3. Certifies that said applicant has or will have available prior to commencement of any work on the project included in this application, any required match; and will have sufficient funds to operate and maintain the project; and
4. Authorizes the City Manager to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendment, payment requests and performs such acts, which may be necessary for the completion of the aforementioned project; and

BE IT FURTHER RESOLVED, that the Director of Finance is hereby directed to amend the current year's budget, without further City Council action, upon receipt of necessary executed grant contracts. The budget amendments will include an increase in budgeted revenue and a corresponding increase in appropriation for the amount stipulated in the grant contracts.

* * * * *

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 22nd day of November 2016, by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ken Warren, Associate Engineer *W*

APPROVED BY: Ron Bernal, Assistant City Manager/City Engineer/Director of Public Works
Michael Vigilia, City Attorney

SUBJECT: Formation of the Proposed East Lone Tree Specific Plan Benefit District

RECOMMENDED ACTION

It is recommended that the City Council approve the Resolution to Receive the Engineer's Report and Set the Date of a Public Hearing for the City Council of the City of Antioch to Consider the Formation of the East Lone Tree Specific Plan Benefit District.

STRATEGIC PURPOSE

This action is essential to achieving Strategy H-3: Support Public/Private Partnership Efforts to Implement Plans and Policies Pertaining to Key Development Areas. Short Term Objective: Build out of the East Lone Tree Specific Plan.

FISCAL IMPACT

The proposed Benefit District will fairly distribute costs for the construction of portions of Slatten Ranch Road and other public facilities among the various property owners in the East Lone Tree Specific Plan area at no cost to the City.

DISCUSSION

Article 21 of Chapter 4 of the Antioch Municipal Code authorizes the City Council to establish public facility benefit districts to require the payment of fees as a condition of the approval of a final or tentative subdivision map or as a condition of issuing a building permit for the purposes of defraying the actual or estimated cost of constructing public facilities, or for the purpose of reimbursing an assessment district or districts for constructing public improvements, which benefit the subject development.

The proposed East Lone Tree Specific Plan Benefit District is intended to facilitate the design and construction of Slatten Ranch Road and various other public facilities based on the East Lone Tree Specific Plan and the East Lone Tree Financial Plan.

At its November 8, 2016 meeting, the City Council approved the Resolution of Intention of the City Council of the City of Antioch to Consider the Formation of the East Lone Tree Specific Plan Benefit District. This resolution directed the City Engineer or his designee to prepare and submit to the City Council a report regarding the proposed costs and the proposed collection of fees within the Benefit District. The resolution to receive the engineer's report and set the date for a public hearing is the second step towards providing the land-based financing mechanism to complete the necessary infrastructure.

The Engineer's Report prepared by dk Consulting, Inc. entitled *Engineer's Report, East Lone Tree Specific Plan (Phase II Infrastructure)* and dated November 8, 2016, contains information on all of the following items specified in §9-4.2104 of the Antioch Municipal Code:

- (a) Identify the purpose of the fee;
- (b) Identify the use to which the fee is to be put, including identification of the public facilities which may, but need not be, by reference to a capital improvement plan;
- (c) Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
- (d) Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed;
- (e) Determine how there is a reasonable relationship between the amount of the fee and the costs of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Notice for the public hearing shall be given pursuant to California Government Code §65905. In addition, such notice shall contain the following items:

- (a) Preliminary information related to the boundaries of the area of benefit;
- (b) Estimated costs; and
- (c) Method of fee apportionment

The area of benefit may include land or improvements in addition to the land or improvements, which are the subject of any map or building permit application. If Council decides to form the benefit district, it must adopt a resolution forming the district during the public hearing.

ATTACHMENTS

- A. Resolution to Receive the Engineer's Report and Set the Date for the City of Antioch to Consider the Formation of the East Lone Tree Specific Plan Benefit District

ATTACHMENT "A"

RESOLUTION NO. 2016/**

RESOLUTION TO RECEIVE THE ENGINEER'S REPORT AND SET THE DATE FOR THE CITY OF ANTIOCH TO CONSIDER THE FORMATION OF THE EAST LONE TREE SPECIFIC PLAN BENEFIT DISTRICT

WHEREAS, on May 28, 1996, the City Council adopted the East Lone Tree Specific Plan and associated Environmental Impact Report to govern development within a 785-acre planning area in the southeast portion of the City of Antioch; and

WHEREAS, on July 16, 1998, the City Council adopted the East Lone Tree Financial Plan to address the timing and method of payment for needed infrastructure within the Specific Plan Area; and

WHEREAS, the Financial Plan contemplates formation of one or more land-based financing mechanisms to fund the infrastructure described in the Financial Plan; and

WHEREAS, the City Council has determined that the appropriate financing mechanism for the specific infrastructure items required under the Specific Plan is a Public Facility Benefit District to be formed pursuant to Article 21 of Chapter 4 of Title 9 of the Antioch Municipal Code; and

WHEREAS, pursuant to said Article 21, a benefit district may be used to require the payment of fees as a condition of the approval of a subdivision map or as a condition of issuing a building permit for the purposes of defraying the actual or estimated cost of constructing public facilities, which benefit the developments subject to the fees; and

WHEREAS, the City Engineer has proposed the formation of such a public facility benefit district for those purposes pursuant to Section 9-4.2103 of the Antioch Municipal Code; and

WHEREAS, the City Council gave notice of its intention to form and establish the East Lone Tree Specific Plan Public Facility Benefit District at the regular meeting of the City Council held on November 8, 2016, the proposed boundaries of which are shown and described on Exhibit A, attached hereto, for the purpose of financing authorized public infrastructure within said Specific Plan area through development fees imposed on benefited properties within the Benefit District and to take all other acts and adopt all other measures incident thereto as authorized under Article 21 of Chapter 4 of Title 9 of the Antioch Municipal Code; and

WHEREAS, the City Council directed the City Engineer or his designee to prepare and submit to the City Council a report regarding the proposed costs and the proposed collection of fees within said Benefit District containing the information specified in Section 9-4.2104 of the Antioch Municipal Code.

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Antioch receives the engineer's report; and

A 1

RESOLUTION NO. 2016/**

November 22, 2016

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BE IT FURTHER RESOLVED THAT the City Council sets the date of December 13, 2016 for the public hearing to consider the formation and establishment of the East Lone Tree Specific Plan Public Facility Benefit District.

* * * * *

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 22nd day of November, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

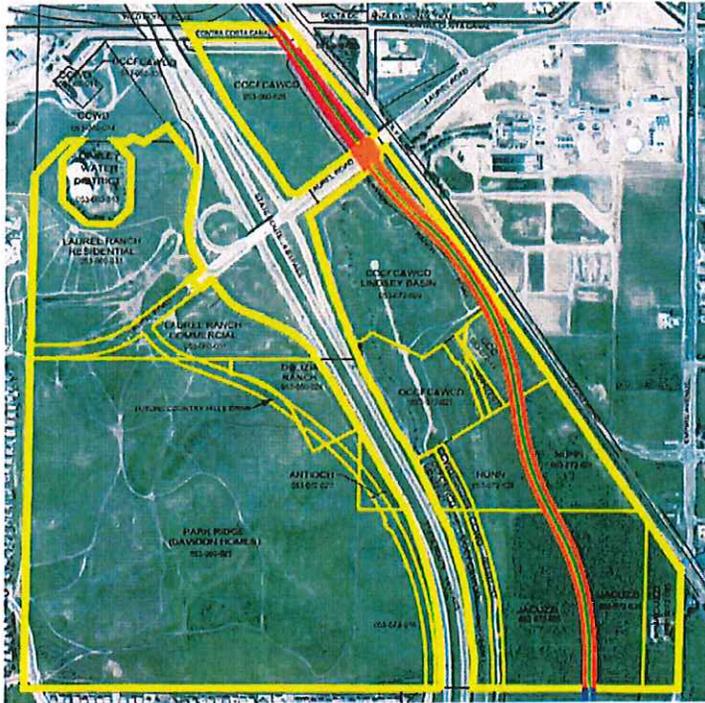
ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

A2

EXHIBIT "A"

Preliminary

Engineer's Report East Loan Tree Specific Plan (Phase II Infrastructure)



November 8, 2016



A3

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Exhibits

Engineer's Report

I. Introduction

The East Loan Tree Specific Plan (Specific Plan), adopted by the City of Antioch in 1996, is a compilation of goals, design standards, and implementation programs, which are in substantial conformance with the City of Antioch General Plan. One of these goals is that infrastructure for the employment/commercial area be installed at the earliest time feasible in order to encourage the development of employment/commercial uses. In order to implement the visions and goals set forth by the Specific Plan, the City of Antioch created the East Loan Tree Financial Plan (Financing Plan). The Financing Plan, adopted by the City of Antioch in 1997, appraises "...the timing and method of payment for needed infrastructure, community facilities, public services and economic development incentives for the planning area".

East Loan Tree Specific Plan Area (ELTSP) is located on the eastern edge of the City of Antioch. See Exhibit A *City of Antioch General Plan*. ELTSP includes approximately 800 acres and is bounded by the developed Southwest Antioch Area to the west, Lone Tree Way to the south, Empire Avenue and the Southern Pacific Railroad right-of-way to the east, and the Contra Costa Canal to the north. The westerly portion of the Area consists of rolling hills with a dominant ridgeline situated near its center. The remainder of the Area is a generally flat plain. A segment of the Antioch Creek runs through the southerly portion swings northward, and then empties into the Lindsey Detention Base at the northeast corner of the ELTSP.

The development of ELTSP was envisioned in two major phases, consistent with likely housing and commercial demand:

Phase I of ELTSP encompasses the land area extending approximately 0.5 miles north of Lone Tree Way, and is primarily built-out. Slatten Ranch Road (previously Sunset Drive) and associated Infrastructure improvements have been extended through Phase I, with exception of the area north of Wicklow Way. This section will need a final pavement lift, along with new pedestrian walkways, landscaping, minor adjustments/extensions to the utilities, and potential intersection/signal improvements necessary at the Wicklow Way intersection.

Phase II is bounded by the developed Southwest Antioch Area to the west, Phase I to the south, Empire Avenue and the Southern Pacific Railroad right-of-way to the east, and the Contra Costa Canal to the north. Slatten Ranch Road will extend north from Phase I across the Contra Costa Canal.

II. Purpose

The purpose of this report is to address the proposed development of constructing the ELTSP Phase II portion of Slatten Ranch Road (from the northern end of Phase I across the Contra Costa Canal and extending north to the Laurel Road Intersection, and extending further north under the recently completed Highway 4 Bypass) including associated infrastructure improvements, and develop an allocation of improvement costs between the various public and private ownerships within the area ELTSP Phase II. See Exhibit B *ELTSP East Loan Tree Specific Plan Land Use Map (Adopted 05/28/1996)* for plan area land uses. The costs for the development of the onsite portion of Slatten Ranch Road and its associated infrastructure improvements will be paid for entirely through project proceeds as mentioned in both the Specific Plan and Financial Plan. The financing plan also includes half of the costs of Slatten Ranch Road under the Highway 4 Bypass, and further stipulates that the properties immediately north of ELTSP, CC-Contra Costa Investors (previously Su) and Nelson Ranch (previously Centex) are obligated to build the stretch of Slatten Ranch Road extending across their respective properties.

The City of Antioch's goal is to promote and increase local jobs; thus, the development for new office and commercial uses is of great importance for ELTSP. Slatten Ranch Road, previously called Sunset Drive, is the 'spine' of the business park. (Section 5.4 of Specific Plan). The construction of the remaining portion of Slatten Ranch Road and associated utility improvements represent a special benefit to both the commercial and employment-uses along with the residential developments within the Specific Plan. The services to be funded by the assessment will not only benefit the parcels, it will also benefit existing and future residents along with the City of Antioch.

Slatten Ranch Road is considered a "critical factor" for captivating the most advantageous commercial and employment services. The arterial road is planned to not only serve the locals within the ELTSP boundary, it is ultimately planned to connect ELTSP with East Antioch.

III. Slatten Ranch Road Infrastructure

- A. Original Preliminary Concept Sunset Drive (5.4.1 of Specific Plan)
 - 1. Area Wide Infrastructure

The original intent for developing ELTSP was to create jobs with the knowledge that residential units will most likely be initially constructed.

The Highway 4 Bypass, also called John Marsh Heritage Highway, runs north/south bisecting ELTSP: the residential units on the west and the commercial and office center on the east. A new arterial road, Sunset Drive, was envisioned to run through the commercial sites. The proposed arterial road

was expected to not only service residents, but also be the primary access to the office, retail and light industrial buildings east of Route 4 Bypass, formalizing the business park environment (page 10 of Financing Plan). See Exhibit B for the original conceived alignment of Sunset Drive.

More specifically, a 4-lane divided arterial road would run from Lone Tree Way north to the Contra Costa Canal, continuing to Laurel Road as a 4-lane non-divided road to Laurel Road. The vertical alignment at the intersection with Laurel Road would be raised to conform to the grade-separated interchange (Specific Plan). Sunset Drive would continue north as a 2-lane frontage road adjacent to the Southern Pacific Railroad tracks per the technical appendix of the Financing Plan and extend under the Highway 4 Bypass (page 4 of the Technical Appendix in the Financing Plan).

In conjunction with the development of Sunset Drive, Antioch Creek, an improved flood channel that runs through ELTSP and empties into Lindsey Detention Basin at the northeast corner, would be relocated and enlarged (section 1.4 of the Specific Plan).

As shown on the *Circulation Plan* - Exhibit C several proposed trails will be constructed in conjunction with Slatten Ranch Road. More specifically, a proposed bike/pedestrian trail will be constructed within the Antioch Creek open space in order to enhance the recreational active space and to provide safe, car-free routes to Prewett Family Park, the School and Lindsey Basin (section 5 of the Specific Plane). For more detailed information on the proposed circulation throughout ELTSP, reference section 5 of the Specific Plan. Furthermore, the Specific Plan and Financing Plan can be referenced for more information on the original preliminary Infrastructure Phasing.

2. Infrastructure Phasing

Major backbone infrastructure for ELTSP was determined as part of the Financing Plan (Exhibit D – *Total District Infrastructure*). Infrastructure was originally anticipated to be completed in two phases, as mentioned within the Specific Plan Districtwide improvements. To encourage the development of future employment properties, the 0.5 miles of Sunset Drive included within Phase I, the median island and the two inside travel lanes, along with critical utilities, were planned with the “early” residential phase. The rest of Sunset Drive construction occurred when fronting properties were ready for development and when the improvement became apparent (Financing Plan).

Phase I Sunset Drive improvements included the following (see Exhibit E *Phase I Infrastructure*):

- a. Sunset Drive along with critical utilities (from Lone Tree Way, 0.5 mile North), including:
 - i. Wet Utilities – Water, sanitary sewer and storm drain improvements;
 - ii. Dry Utilities – PG&E, telephone, and cable TV improvements.
- b. East Antioch Creek improvements.

The Specific Plan also identified additional area-wide roads and utilities necessary for Phase I including:

- a. Loan Tree Way (between Sand Creek Way and Empire Avenue);
- b. Canada Valley Road (within Phase I);
- c. Country Hills Drive (from the western edge of ELTSP to the southern boundary of Phase II); plus
- d. Associated sewer, water, drainage improvements; along with realignment and widening of East Antioch Creek (including landscaping and trails).

Phase II districtwide infrastructure would encompass the remaining Sunset Drive infrastructure shown on Exhibit D. Additional area-wide Phase II improvements listed within the Specific Plan include:

- a. Loan Tree Way (from its terminus, west of the planning area to the Highway 4 Bypass);
- b. Country Hills Drive (from Laurel Road to the southern boundary of Phase II); plus
- c. Associated sewer, water, drainage improvements, along with realignment and widening of the east Antioch Creek (including landscaping and trails).

Furthermore, the City envisioned a commuter rail station along the existing Southern Pacific Railroad tracks, which would link the business park via Bay Area Rapid Transit to the inner Eastbay (page 33 of Financing Plan). In addition, the City of Antioch also planned for the Laurel Road/Sunset Drive intersection to be elevated in order for Laurel Road to pass over the adjoining railroad right-of-way (page 13 of Financing Plan).

As mentioned in the Financing Plan and Specific Plan, the City incorporated several different street sections for Sunset Drive. See Exhibit F *Original Typical Sections Sunset Road* as depicted within the Financing Plan and Specific Plan.

For more detailed information on phasing, see section 10.3 of the Specific Plan; and section 5.4.1 for right-of-way and landscape requirements.

B. Current Preliminary Concept Slatten Ranch Road

1. Area Wide Infrastructure

Development of ELTSP Phase II will create more local jobs and enhance the business park environment. Constructing the remaining portion of Slatten Ranch Road (previously Sunset Drive) is the catalyst to enhancing the business park and creating additional jobs, as originally intended.

Exhibit G Existing Conditions within *ELTSP* incorporates an aerial dated March 15, 2016. All of the Phase I residential and most of the commercial sites have completed. Construction of the remaining commercial sites is most likely dependent on further development of Slatten Ranch Road.

Approximately 0.5 mile of Slatten Ranch Road including; a median island, and the two travel lanes (in each direction), along with critical infrastructure, have been built as stipulated within the Financing Plan, page 4 of the Technical Appendix. Some minor improvements at the northern end of Slatten Ranch Road are still required to be completed, including a final pavement lift, along with pedestrian walkways, landscaping, minor adjustments/extensions to the utilities, and potential intersection/signal improvements necessary at the Wicklow Way intersection. All of these are anticipated to be completed when fronting properties were ready for development.

Completion of Slatten Ranch Road and its associated infrastructure is expected to occur in several phases depending on the allocation of funding between the public and private ownerships. The sections for Slatten Ranch Road have been revised to meet current City requirements, as determined with the City of Antioch and depicted within Exhibit H *Proposed Typical Sections Slatten Ranch Road*. More specifically, a 4-lane divided arterial road is anticipated from Lone Tree Way north to the Laurel Road, with a 4-lane non divided road crossing the Contra Costa Canal. North of Laurel Road Slatten Ranch Road will continue as a 2-lane divided frontage road extending under the Highway 4 Bypass.

Exhibit I *ELTSP - Slatten Ranch Road* and Exhibit J *Slatten Ranch Road Preliminary Planline Study (Dated 09/16/2016)* depict the current anticipated alignment for the extension of Slatten Ranch Road. These Exhibits depict the recently completed Highway 4 Bypass.

2. Phasing of Infrastructure

The remaining portion of Slatten Ranch Road and its associated infrastructure improvements have yet to be built. The development there of are dependent on the financing of the arterial road and allocation of costs between private and public ownerships. More detailed information on the costs and allocating the finances are covered in the next section of this report.

3. City of Antioch Zoning and Design Requirements

For zoning and design requirements, reference section 3.3 of the Specific Plan.

4. Landscape Specifications

For landscape specifications, reference sections 2.3 and 2.4 of the Specific Plan.

5. Pedestrian Circulation

Several pedestrian routes are proposed as shown on Exhibit C *Circulation Plan* and as mentioned in section 5 of the Specific Plan. A proposed pedestrian trail is anticipated to be provided from Slatten Ranch Road through the employment site to the future rail station.

6. Open Space

Reference sections 2.1 and 4 of the Specific Plan for open space standards and Exhibit K *Open Space Plan* for approximate locations of designated open space areas.

7. Drainage

Storm drain improvements will need to be installed within the arterial roadway and be adequately sized to pick up any upstream storm water runoff. These improvements will convey storm water northward on Slatten Ranch Road to the Lindsay Basin (Specific Plan). The City of Antioch proposes the realignment and widening of the East Antioch Creek (Section 10.3(C).4 of the Specific Plan). For more information on Antioch Creek Open Space & Trail, see section 4.2 of the Specific Plan.

Contra Costa Clean Water Program requires that the storm water be treated prior to entering the storm drain system, per the 6th Edition of the Stormwater C.3 Guidebook. The proposed roadway sections have been inverted to drain towards the median, bioretention swales/basins are incorporated into a portion of the median. This innovative solution cleans the storm water runoff before flowing into the proposed storm drain improvements and significantly reduces the amount of storm drain infrastructure required along Slatten Ranch Road.

8. Public Utilities

The construction of Slatten Ranch Road entails the installation of water, sanitary sewer, and dry utilities. The approximate locations of the utility lines are shown on Exhibit J. A new water main is proposed within Slatten Ranch Road, and based on the Specific Plan, the upstream waterlines, which are located within the City's Water Zone III East, are adequately sized to serve the existing as well as planned development, including development within ELTSP (section 6.1 of the Specific Plan). The water service provider will be Contra Costa Water District (CCWD).

Sanitary sewer improvements include a new line within Slatten Ranch Road and an east-west line under the Highway 4 Bypass linking the sewer within Country Hills Road and Slatten Ranch Road as shown on Exhibit L *Sanitary Sewer and Water Map* (sections 6.1 and 6.2 of the Specific Plan). Delta Diablo Sanitation District is the sewer service provider within ELTSP.

For dry utilities, the site is serviced by Pacific Gas & Electric Company for natural gas and electricity, AT&T for telephone services, and Viacom for cable services. Through the design process the Engineer will confirm utility providers within the area.

IV. Infrastructure Cost Estimates

A. Original Infrastructure Cost Estimate - Financing Plan, adopted by the City of Antioch in 1997

The Financing Plan includes a preliminary cost estimate that reflects the proposed improvements specified in section III.A Original Preliminary Concept of this report. See Exhibit M *Original Infrastructure Cost Estimate*. For this report, the infrastructure costs for Sunset Drive and associated utility improvements were analyzed based on the Original Sunset Drive Sections, utilizing the Assumed Section (2-Lane Divided Road) for Sunset Drive, depicted within Exhibit F. As

shown in Table 1. The total infrastructure cost to construct Sunset Drive, East Antioch Creek, Trail and Landscaping, and Laurel Road including the associated infrastructure improvements was \$13,869,531.25 per the Financing Plan. This total cost includes the following from the preliminary cost estimate as well as construction contingencies of 25% and general incidental costs at 25%:

- Sunset Drive (100' R/W – South of Laurel Road) – *Less Phase I Improvements*;
- Sunset Drive (70' R/W – North of Laurel Road to CCWD Canal);
- Sunset Drive (60' R/W – Offsite, quantities represent ½ of total);
- East Antioch Creek;
- Trail and Landscaping improvements (along Creek only);
- Laurel Road (100' R/W – West of Delta Express Way)

Table 1: Total District Infrastructure			
Item	Cost	General Incidental (25%)	Overall Cost
Sunset Drive (100' R/W - South of Laurel Road) - <i>Less Phase I Improvements (\$1,035,000.00)</i>	\$ 4,214,000.00	\$ 1,053,500.00	\$ 5,267,500.00
Sunset Drive (70' R/W - North of Laurel Road to CCWD Canal)	\$ 1,361,000.00	\$ 340,250.00	\$ 1,701,250.00
Sunset Drive (60' R/W -Offsite, quantities represent 1/2 of total)	\$ 308,000.00	\$ 77,000.00	\$ 385,000.00
East Antioch Creek	\$ 886,000.00	\$ 221,500.00	\$ 1,107,500.00
Trail and Landscaping (along East Antioch Creek)	\$ 759,000.00	\$ 189,750.00	\$ 948,750.00
Laurel Road (100' R/W – West of Delta Express Way)	\$ 1,348,500.00	\$ 337,125.00	\$ 1,685,625.00
Subtotal Improvements	\$ 8,876,500.00	\$ 2,219,125.00	\$ 11,095,625.00
Contingency (25%)			\$ 2,773,906.25
Cumulative Total			\$ 13,869,531.25

B. Revised Opinion of Probable Costs (by dk Consulting, dated August 31, 2016)

The original infrastructure cost estimate was prepared almost 20 years ago. An update to the infrastructure cost estimate is needed (Exhibit N *Revised Opinion of Probable Costs*). dk Consulting has developed the Revised Opinion of Probable Cost for Slatten Ranch Road and the associated infrastructure improvements, based on the Preliminary Planline Study (dated September 16, 2016) plus the Trail

and Landscaping improvements originally required along East Antioch Creek. This revised opinion of probable costs results in a total improvement cost of \$20,058,387, and includes the following:

- Slatten Ranch Road Segment 1: Wicklow Way to the South Boundary of East Lone Tree Specific Plan (ELTSP) Phase II (final pavement lift, along with new pedestrian walkways, landscaping, minor adjustments/extensions to the utilities) – *Funded by others;*
- Slatten Ranch Road Segment 2: Southern Boundary of ELTSP Phase II to Laurel Road Intersection (60' R/W - Median island and the two inside travel lanes);
- Slatten Ranch Road Segment 3: Laurel Road Intersection to the Northern Boundary of ELTSP:
 - o Laurel Road to the Contra Costa Water District Canal Crossing (108' R/W - Median island and the two inside travel lanes); and
 - o Contra Costa Water District Canal at-grade crossing (Varies 70' to 74' R/W - Median island and the two inside travel lanes, plus westbound left turn lane transition);
- Slatten Ranch Road Segments 4 and 5: Northern Boundary of ELTSP to an area beyond the Highway 160 Overpass (66' R/W - Median island and the two inside travel lanes):
 - o Segment 4a: ELTSP Northern boundary across the CC-Contra Costa Investors Property (formerly Su) - *Funded by CC-Contra Costa Investors;*
 - o Segment 4b: Northern boundary of CC-Contra Costa Investors across the Nelson Ranch Property (previously Centex) - *Funded by Nelson Ranch;*
 - o Slatten Ranch Road Segment 5: North of the Nelson Ranch property under the Highway 160 Overpass – *50% funded by ELTSP Phase II Properties;*
- East Antioch Creek Trail & Landscaping Improvements; and
- Benefit District Preparation Costs (Topographic Surveys, Precise Alignment Plan, Preliminary Planline Design, Quantities, Opinion of Probable Cost, Engineers Report, along with associated Meetings & Coordination).

The proposed arterial road is critical in order to attract regional retail and employment users to the area. Without the completion of the proposed arterial road, it is likely that optimum retail entities will locate in Oakley or Brentwood.

Note the improvements of East Antioch Creek have been completed by others, while the burden of the improvements associated with Laurel Road and Associated Infrastructure, originally included within the Financing Plan have been pushed to the future ELTSP residential and commercial properties located west of the Highway 4 Bypass. These improvements include; Laurel road West of Delta Express Way, Water Main Reimbursement, Offsite Sewer System, and Offsite Storm Drainage System.

V. Determination of Benefit District Fee Obligations

A. Basis for Action

The intention of the Financing Plan was not only to promote local jobs but also to provide the flexibility in the phasing of improvements. The financial program was formed to allow "...commercial/employment uses to proceed at any time, provided they pay their own way for needed improvements" (Financing Plan).

The Financing Plan provided a mechanism for funding and for the implementation of costs for Slatten Ranch Road and its associated infrastructure as well as allocated the costs between the property owners. The Specific Plan and its corresponding Financing Plan intended that construction beyond the median island, two inside travel lanes, and associated infrastructure of Slatten Ranch Road occur when fronting properties are ready for development and when the improvement became apparent (Financing Plan).

Since the Financing Plan was adopted by the City Council of Antioch in 1997, there is a need to revise the financial analysis to reflect current design requirements, revised infrastructure allocations and updated infrastructure costs. After extensive review and analysis of both the Financing and Specific Plans as well as revised improvements and costs, dk Consulting has created a revised opinion of probable costs for the construction of the remaining Slatten Ranch Road and its associated infrastructure based on the Preliminary Planline Design (Exhibit J).

A Benefit District is proposed for the extension of Slatten Ranch Road and associated infrastructure. The Benefit Fee will apply only to the construction of additional residential units or equivalent residential units from commercial, retail, and light industrial uses on any parcel within the ELTSP Phase II boundary.

1. Original Subsequent Units and Collection of Monies

Installation of road and utility improvements will be funded by the neighboring properties. The options in which the Specific Plan covers for financing infrastructure improvements including Sunset Drive are listed below:

- a. Developer constructed with private reimbursement agreements
- b. Developer constructed with City adopted Benefit District reimbursements
- c. City Assessments District (10.6 of Specific Plan)

In order to keep finished lot costs competitive with other business parks, "infrastructure financing liens are proposed to be spread to employment ("E") sites on the basis of 4 equivalent units/acre (roughly \$60,000/acre). Regional commercial sites will receive liens of 8 equivalent units/acre (\$120,000/acre), and local serving/employment commercial uses will have liens of 6 equivalent units/acre (roughly \$90,000/acre)" (page 17 of Financing Plan).

The assumed number of units within the ELTSP boundary was 2,405, as shown on Exhibit O – *Original Land Use Program*. The total district infrastructure costs (Exhibit M) within ELTSP was \$36,077,000, which resulted in a total cost per equivalent residential units of \$15,001 (Financing Plan).

2. Proposed Subsequent Units and Collection of Monies

Again, the property owners within ELTSP are conditioned to finance the remaining portion of Slatten Ranch Road and install infrastructure (water, sewer, storm drainage and Antioch Creek Trail) improvements that would be adequate to serve the development. Each private and public property owner within ELTSP is obligated to pay a certain fee per unit based on the equivalent residential units proposed. Benefit fee obligations have been revised to reflect current design requirements and updated fees as reflected within the revised opinion of probable costs, developed by dk Consulting.

The section of Slatten Ranch Road South of East Lone Tree Specific Plan (ELTSP) Phase II Boundary will be funded by others. This segment includes a final pavement lift, along with pedestrian walkways, landscaping, and minor adjustments/extensions to the utilities).

The roadway segments immediately north of ELTSP boundary, across CC-Contra Costa Investors and Nelson Ranch properties, are required to

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contribute 100% of the improvements within their property boundaries for the development of Slatten Ranch Road.

Phase II of ELTSP is obligated to fund 50% of the northern most portion of Slatten Ranch Road extending from the northern boundary of Nelson Ranch beyond the Highway 160 Overpass, per the Financing Plan.

Benefit District preparation costs were fronted by the developer of Tract #8846, Park Ridge. A portion of these costs was for items which would be used for the final design plans, and thus should be included within the probable costs, such as the Topographic Surveys and Preliminary Planline Design (\$137,630 and \$102,365 respectively).

As shown in the revised *Equivalent Residential Unit Summary* (Exhibit P), the number of units within the ELTSP Phase II boundary is 1,550. The total cost of the Slatten Ranch Road and associated infrastructure for ELTSP Phase II, as described herein, is \$19,965,587. This cost is anticipated to be spread evenly based on equivalent residential units, as set forth in the Financing Plan. Therefore, if the cost is spread evenly across the remaining equivalent residential units within the ELTSP Phase II, each unit would need to contribute approximately \$12,880.

All costs are anticipated to adjust at a rate equal to the change in the Consumer Price Index published by the Bureau of Labor Statistics for the applicable period, or as specified by the City of Antioch.

B. City Fee

The Financing Plan accomplishes the mandates of the Specific Plan in delineating out a companion program for: (page 51 of the Financing Plan)

1. A proposed fee of up to \$50/home to be used in funding business park marketing efforts.
2. Collection of a one-time fee of \$500 from homes which are built in advance of employment generating uses, sufficient to cover any potential revenue shortfalls, based on a conservative 10-year frame for establishment of commercial/employment development (at which time revenues will substantially exceed costs without the fee).

VI. Planned Development Process, Entitlement Incentives, Anticipated Timelines, and Construction Sequence

All future developments within ELTSP are required to go through the Planned Development Review process as mandated by the Antioch Municipal Zoning Code. Exceptions to this requirement are identified in Section 9.4. The following describes the process and the major steps:

- A. The submittal and approval of a preliminary development plan. While optional under the Zoning Ordinance, this is a requirement of the Specific Plan.
- B. The submittal and approval of Planned Development Zoning and a Final Development Plan as specified in the Antioch Municipal Code
- C. The submittal and approval of a use permit for each phase of development as specified in the current Antioch Municipal Code (Section 9.2 of SPECIFIC PLAN)

There are several entitlement incentives for developing within ELTSP. In summary, development plans that are determined by the City to be consistent with the design guidelines and standards detailed in the Specific Plan will qualify for exemption for further environmental review (19 of the Financing Plan). Also, Master Final Development Plans may be processed as a single application package and may be scheduled for consideration as a single hearing. Furthermore, projects may be processed in advance of other pending applications, and there is potential for the City to defer all processing fees.

References

1. East Loan Tree Specific Plan, Adopted by Antioch City Council May 28, 1996
2. East Loan Tree Financial Plan, Adopted by Antioch City Council December 16, 1997

Exhibits

- A. City of Antioch General Plan
- B. East Loan Tree Specific Plan (ELTSP) Land Use Map (Adopted 05/28/1996)
- C. Circulation Plan
- D. Total District Infrastructure
- E. Phase I Infrastructure
- F. Original Typical Sections Sunset Drive
- G. Existing Conditions within ELTSP
- H. Proposed Typical Sections Slatten Ranch Road
- I. ELTSP - Slatten Ranch Road
- J. Slatten Ranch Road Planline Study (Dated 09/16/2016)
- K. Open Space Plan
- L. Sanitary Sewer and Water Map
- M. Original Infrastructure Cost Estimate (Financing Plan Adopted 12/16/1997)
- N. Revised Opinion of Probable Cost (Dated 11/08/2016)
- O. Original Land Use Program
- P. Equivalent Residential Unit Summary

**EXHIBIT A:
City of Antioch
General Plan**

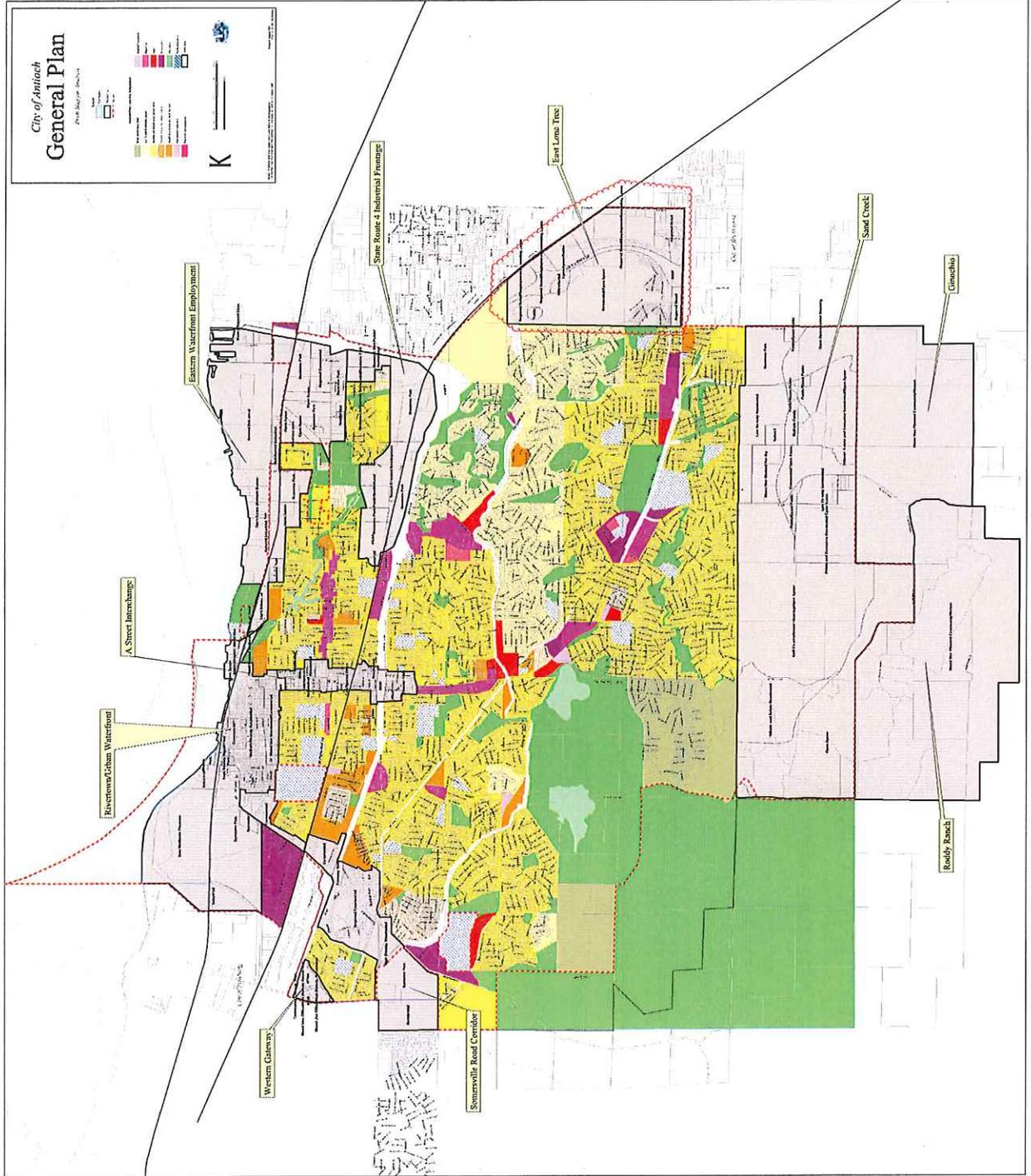
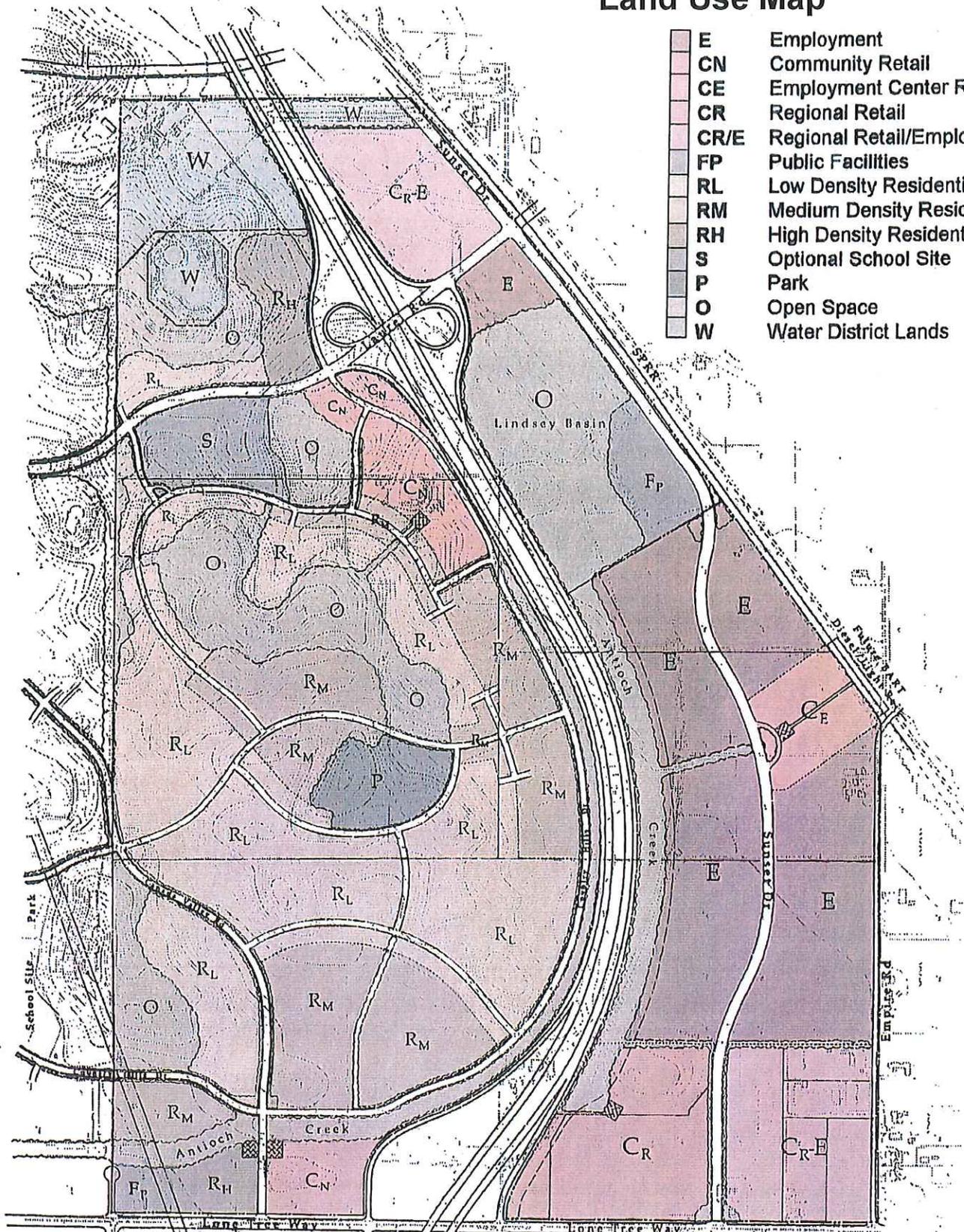


EXHIBIT B: East Loan Tree Specific Plan Land Use Map

E	Employment
CN	Community Retail
CE	Employment Center Retail
CR	Regional Retail
CR/E	Regional Retail/Employment
FP	Public Facilities
RL	Low Density Residential
RM	Medium Density Residential
RH	High Density Residential
S	Optional School Site
P	Park
O	Open Space
W	Water District Lands



RICHARD T. LOEWKE, AICP
PLANNING CONSULTANT

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EXHIBIT C: Circulation Plan

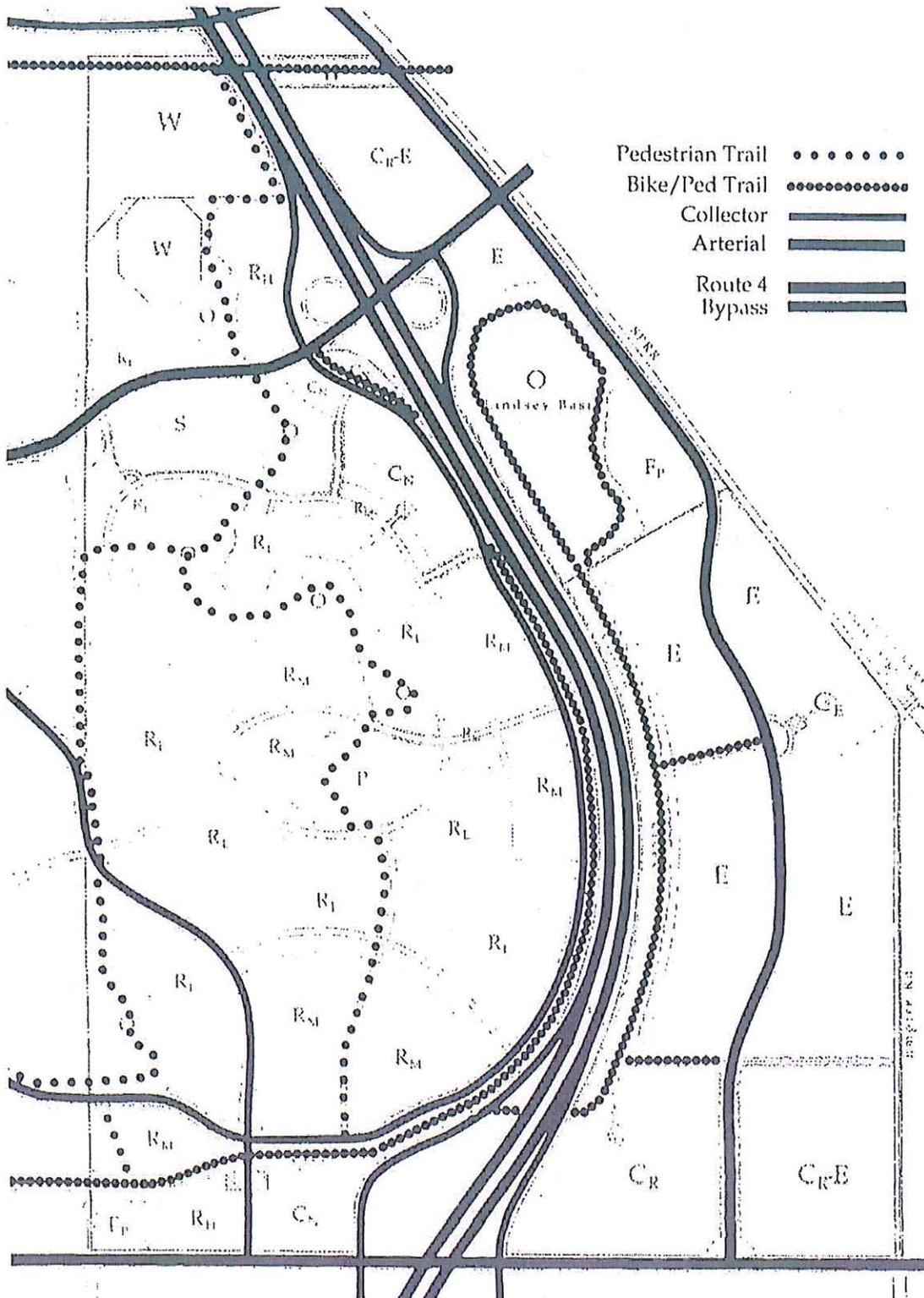
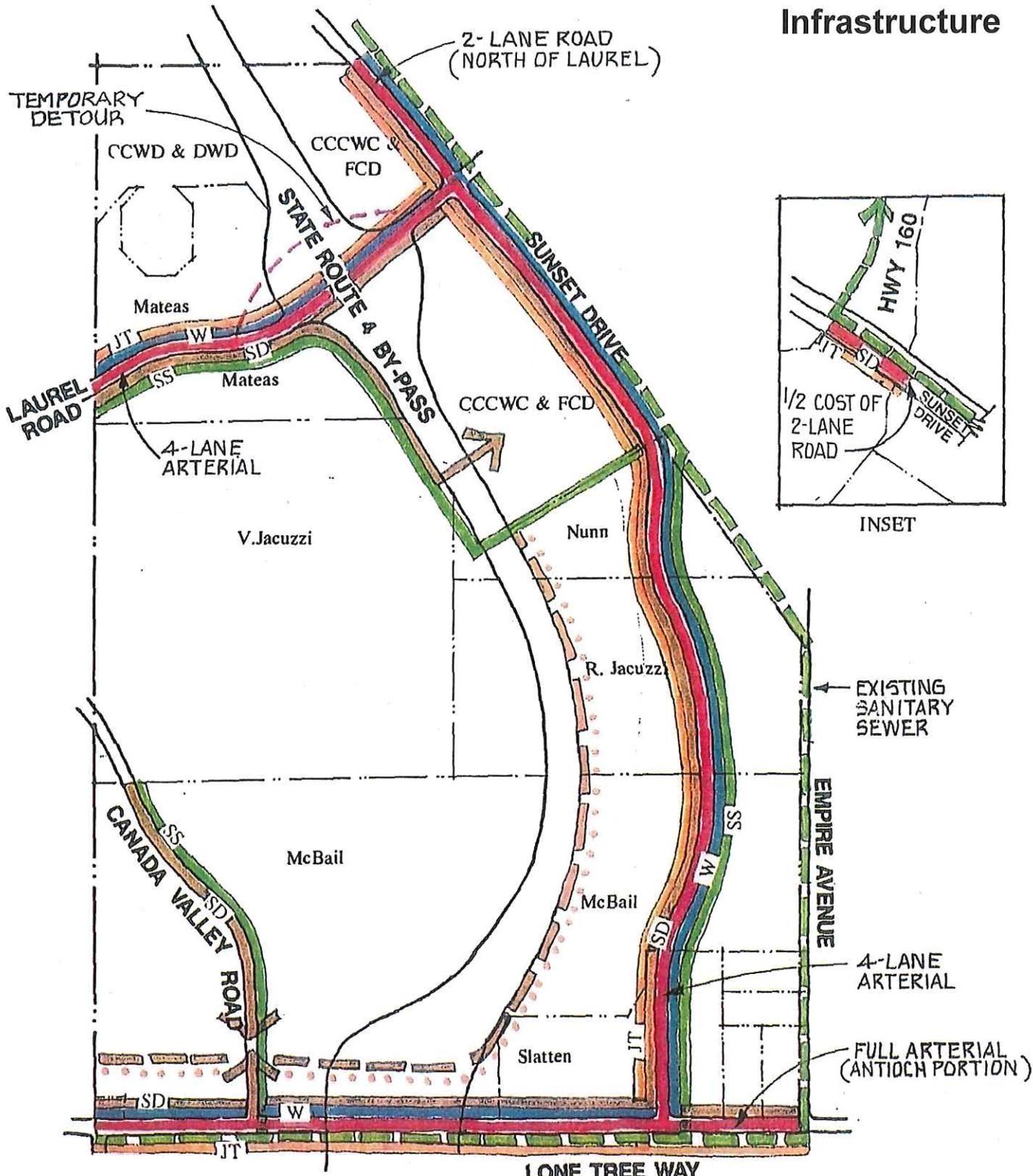


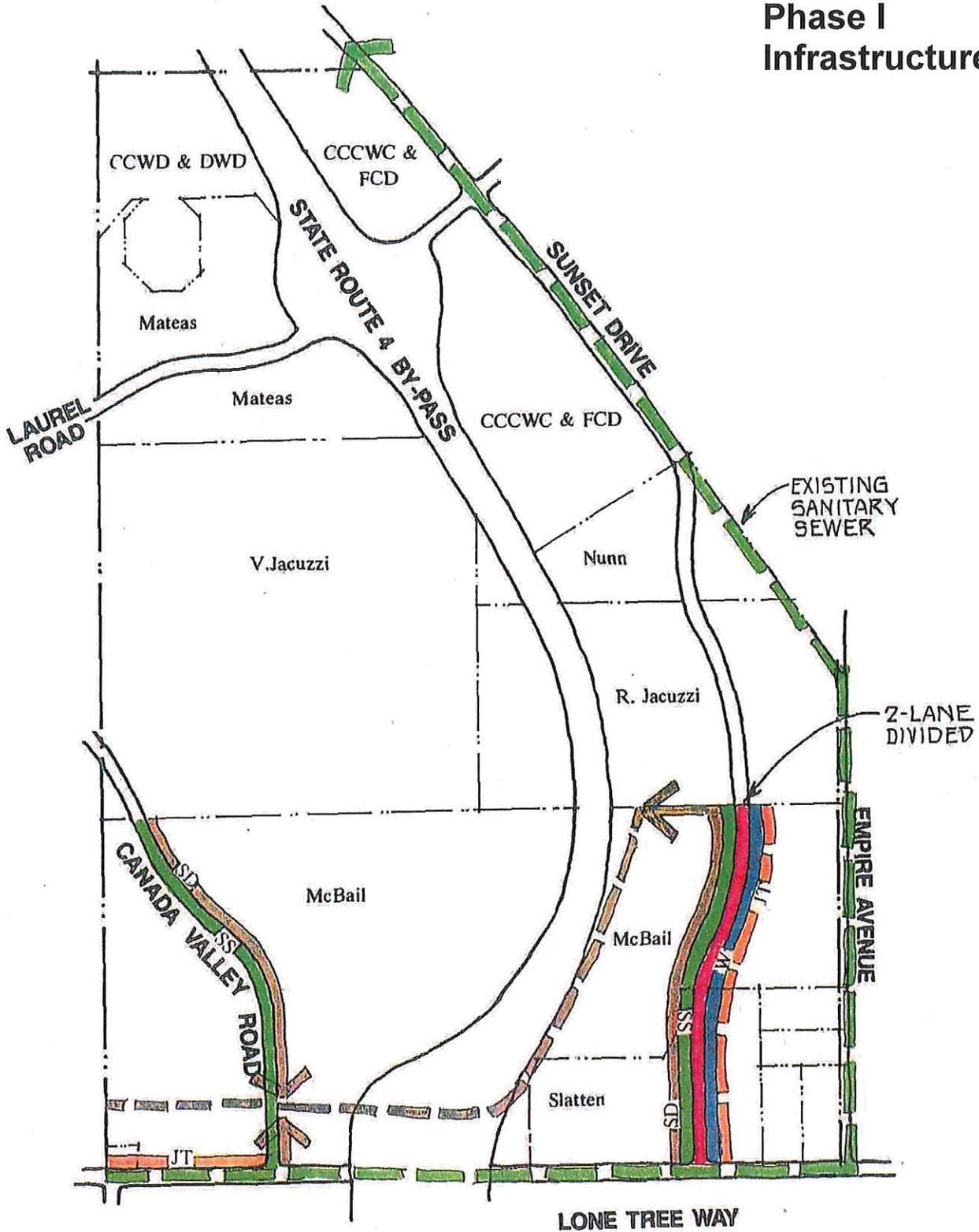
EXHIBIT D: Total District Infrastructure



- | | | | |
|---|----------------|---|----------------------|
|  | ROAD |  | TRAIL |
|  | STORM DRAIN |  | CREEK IMPROVEMENTS |
|  | WATERLINE |  | JOINT TRENCH |
|  | SANITARY SEWER |  | PARTIAL JOINT TRENCH |

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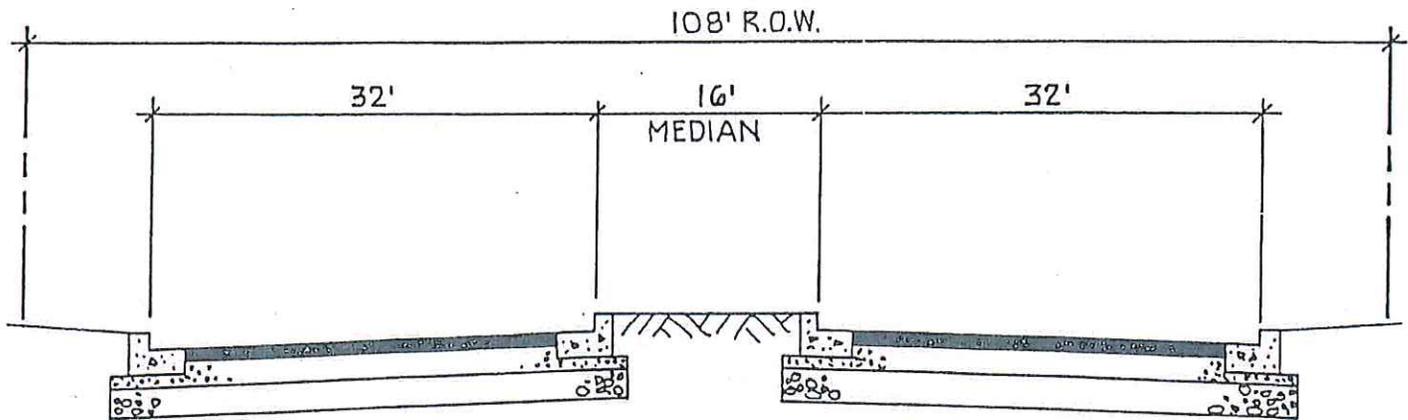
**EXHIBIT E:
Phase I
Infrastructure**



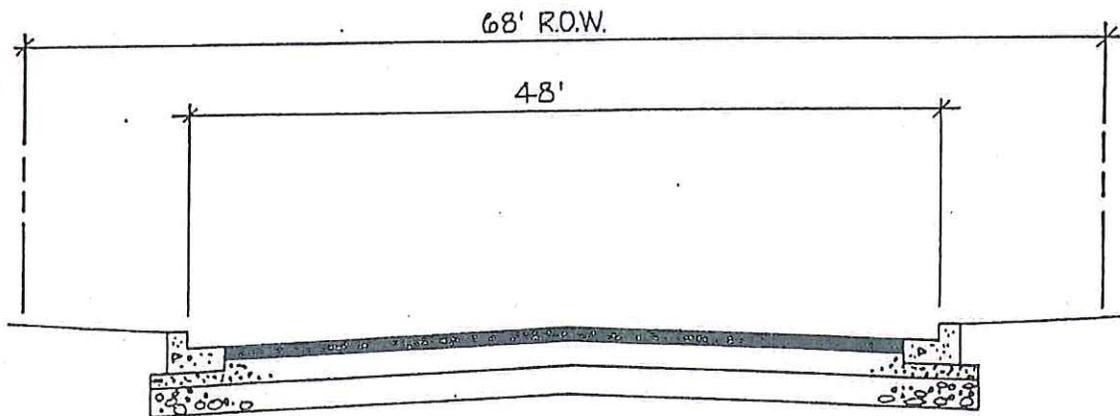
- | | | | |
|---|----------------|---|----------------------|
|  | ROAD |  | CREEK IMPROVEMENTS |
|  | STORM DRAIN |  | JOINT TRENCH |
|  | WATERLINE |  | PARTIAL JOINT TRENCH |
|  | SANITARY SEWER | | |

A23

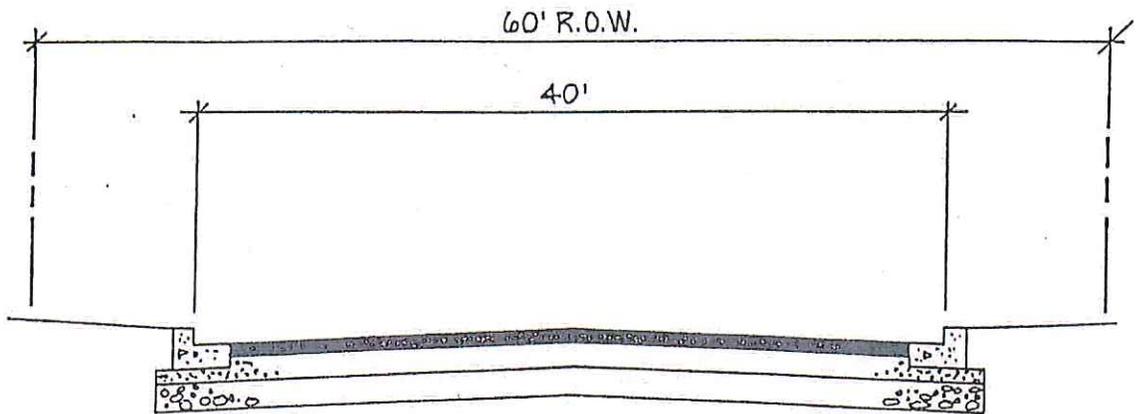
**EXHIBIT F:
Original Typical Sections
Sunset Road**



South of Laurel Road
N.T.S.

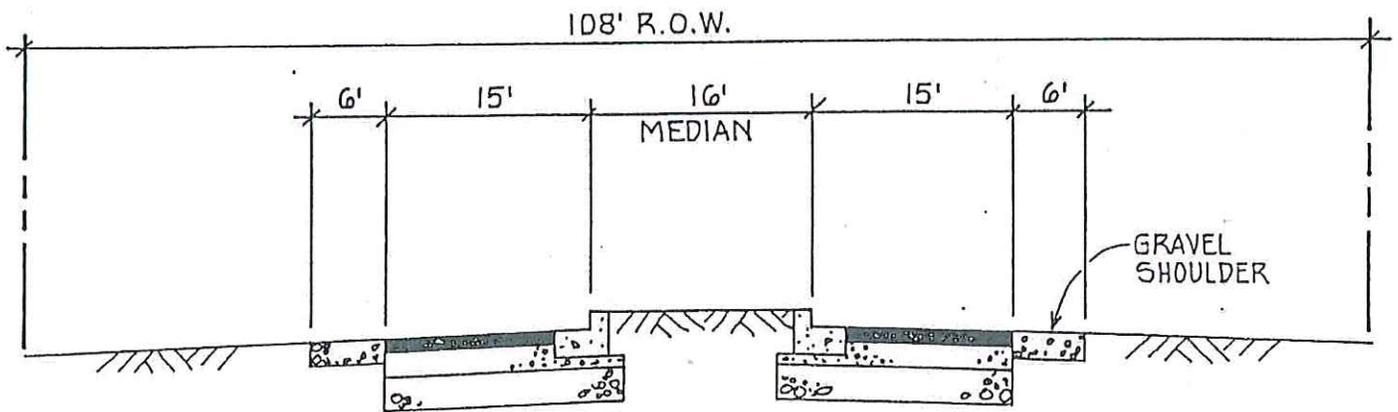


North of Laurel Road to CCWD Canal
N.T.S.



SUNSET DRIVE
Offsite
N.T.S.

A24



Assumed Section

SUNSET DRIVE
2 Lane Divided Road
N.T.S.

A25

**EXHIBIT G:
Existing Conditions
Within ELTSP**

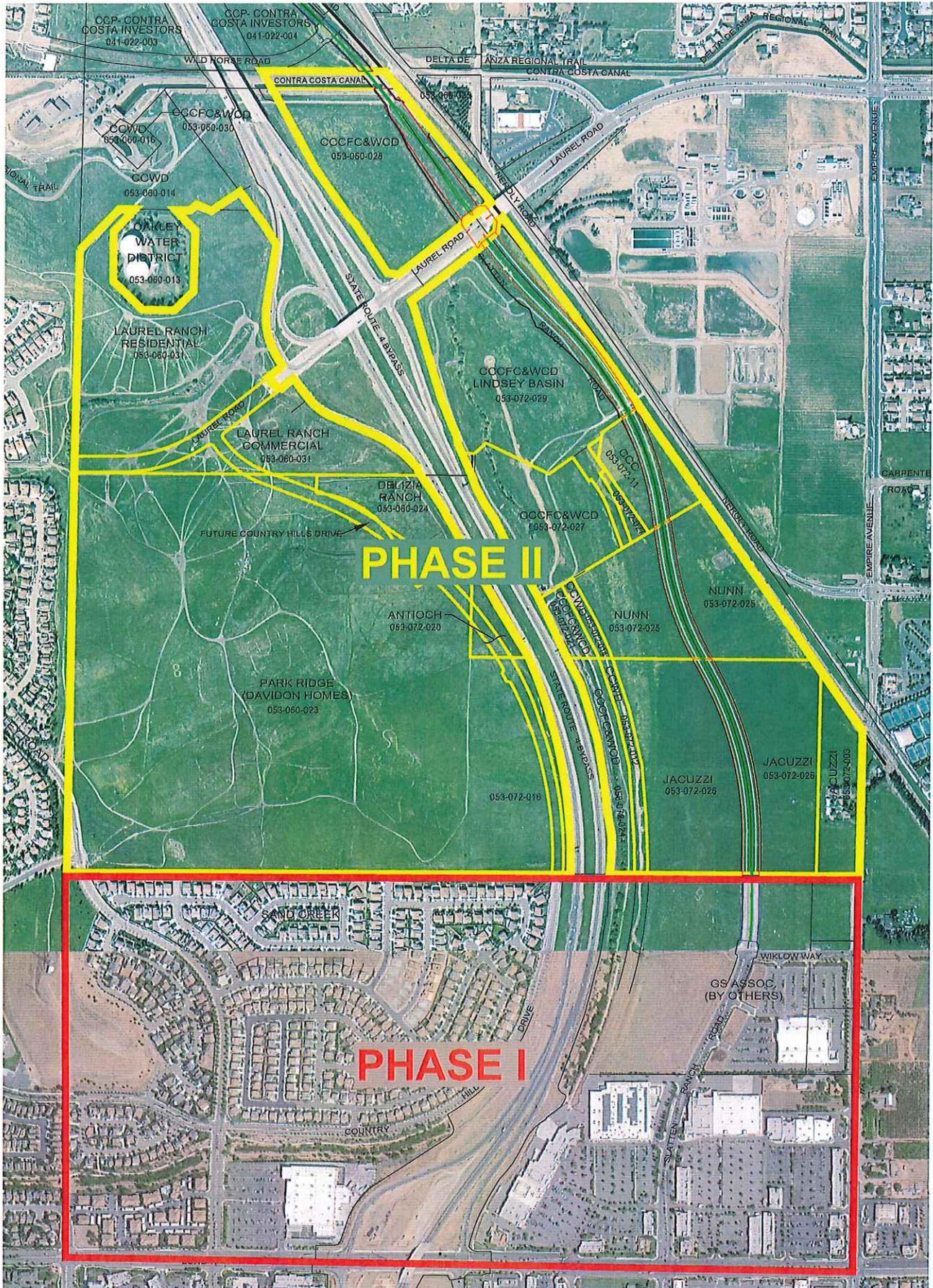
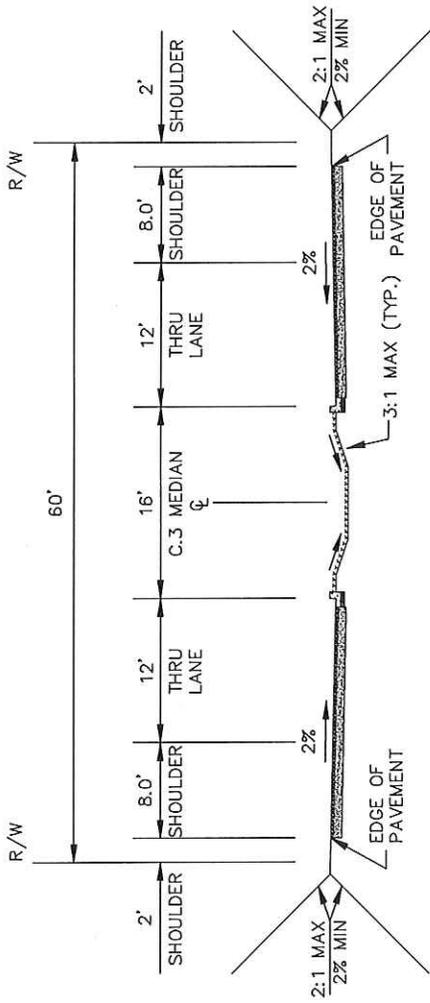


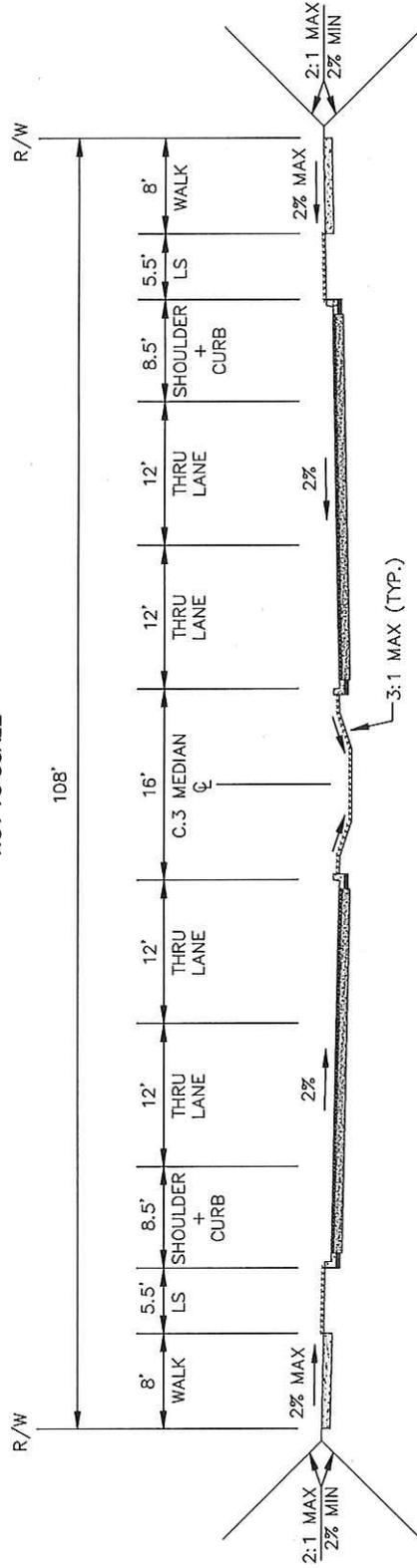
EXHIBIT H:
Proposed Typical Sections
Slatten Ranch Road



SLATTEN RANCH ROAD: SOUTH OF LAUREL ROAD

INITIAL BUILD OUT

NOT TO SCALE



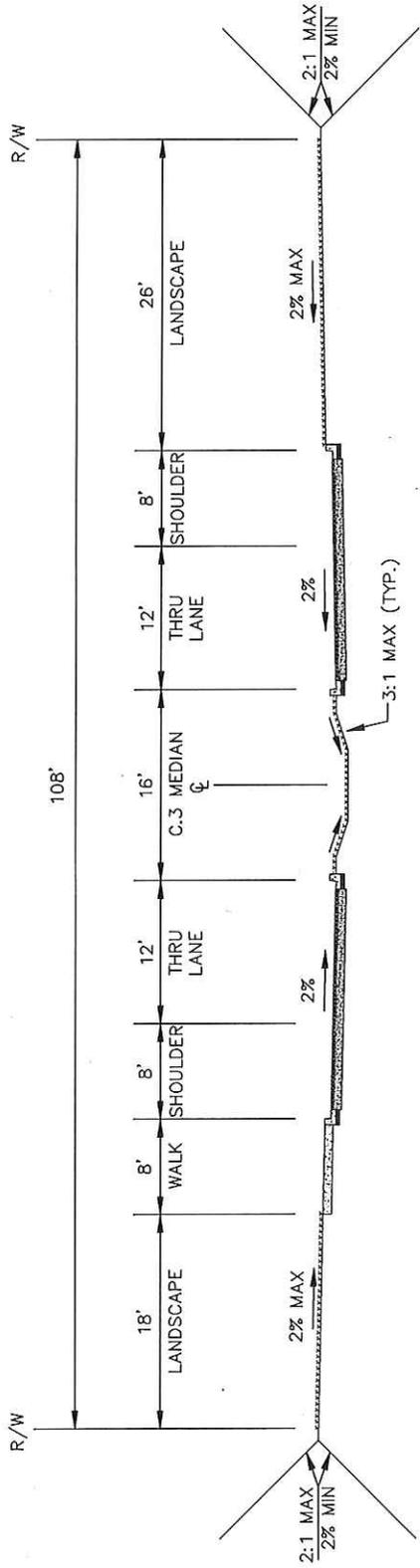
SLATTEN RANCH ROAD: SOUTH OF LAUREL ROAD

FINAL BUILD OUT

NOT TO SCALE

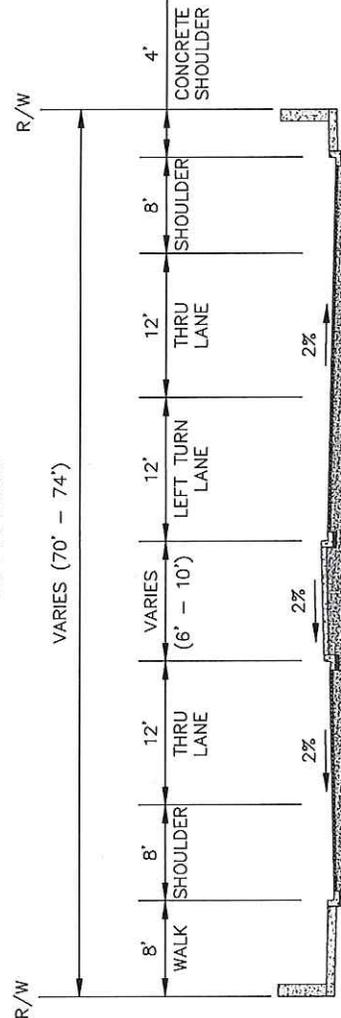


A27



SLATTEN RANCH ROAD: NORTH OF LAUREL ROAD TO CCWD CANAL

NOT TO SCALE

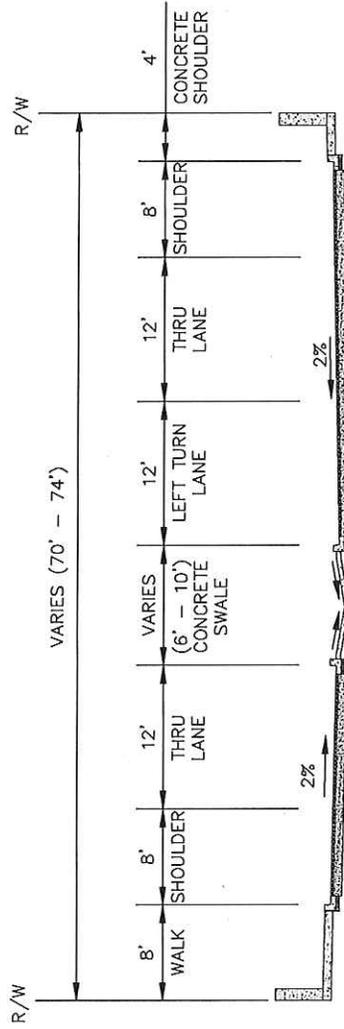


SLATTEN RANCH ROAD: CCWD CANAL

NOT TO SCALE



A28



SLATTEN RANCH ROAD: CCWD CANAL

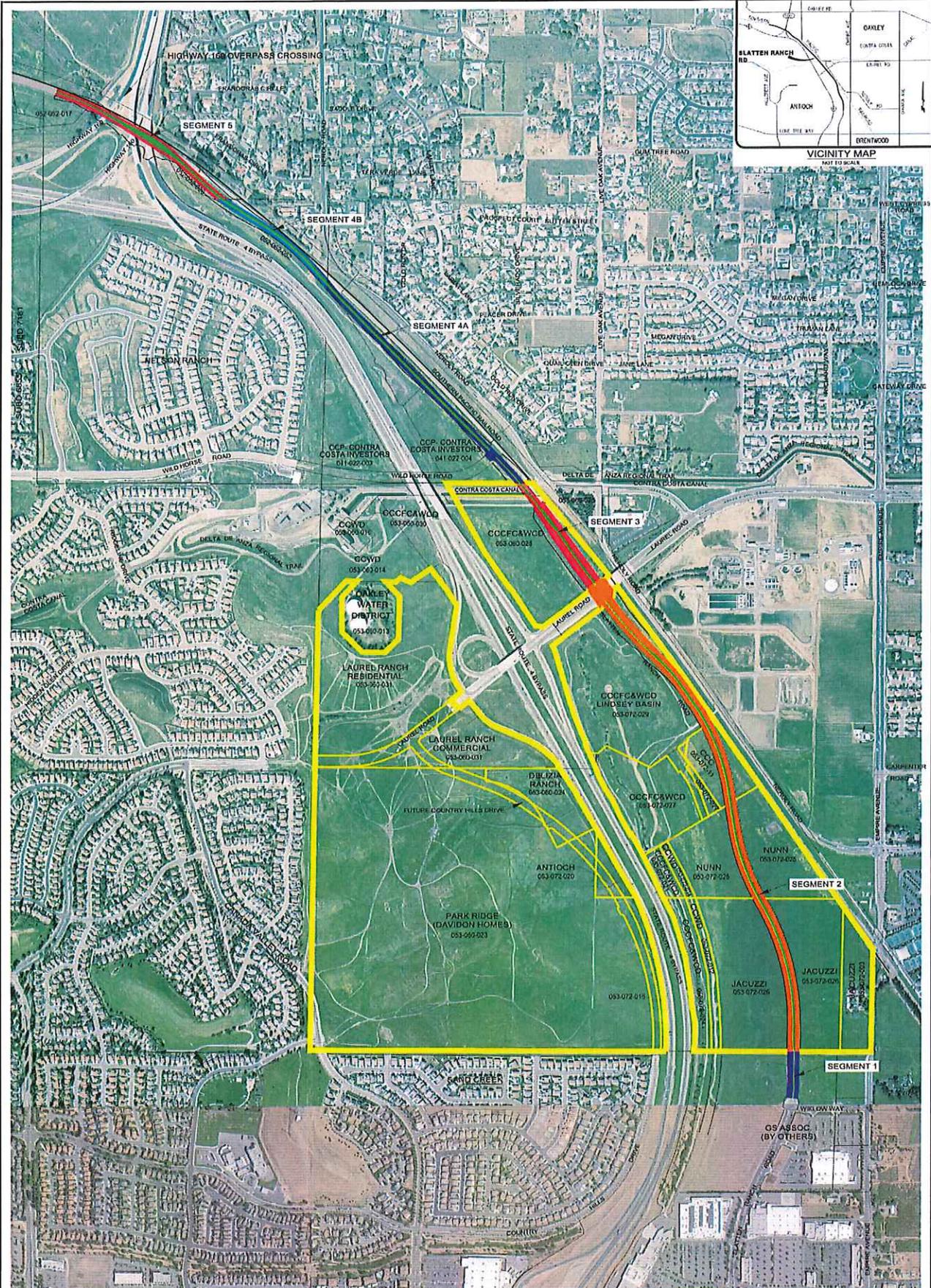
NOT TO SCALE

SLATTEN RANCH
ROAD SECTIONS

NOT TO SCALE
JUNE 27, 2016



A29



EAST LONE TREE SPECIFIC PLAN - PHASE 2 PROPERTY CHART

PROPERTY OR SYSTEM	SEGMENT	QUANTITY
SLATTEN RANCH	1	15,934 AC
CONTRA COSTA COUNTY	2	1,037 AC
CONTRA COSTA COUNTY FUTURE LAND	2	700 AC
CONTRA COSTA COUNTY FUTURE LAND	2	354 AC
CONTRA COSTA COUNTY FUTURE LAND	5	2,259 AC
CONTRA COSTA COUNTY FUTURE LAND	3	314 AC
LAUREL RANCH - NEW RESIDENTIAL UNITS	1	180 UNITS
LAUREL RANCH - NEW COMMUNITY CENTER	1	100 UNITS
LAUREL RANCH - NEW COMMUNITY CENTER	1	100 UNITS
CONTRA COSTA COUNTY FUTURE LAND	2	354 AC
CONTRA COSTA COUNTY FUTURE LAND	2	354 AC

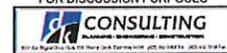
—— BOUNDARY
—— LONE TREE (PVA2) BOUNDARY



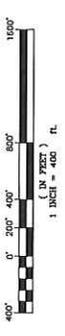
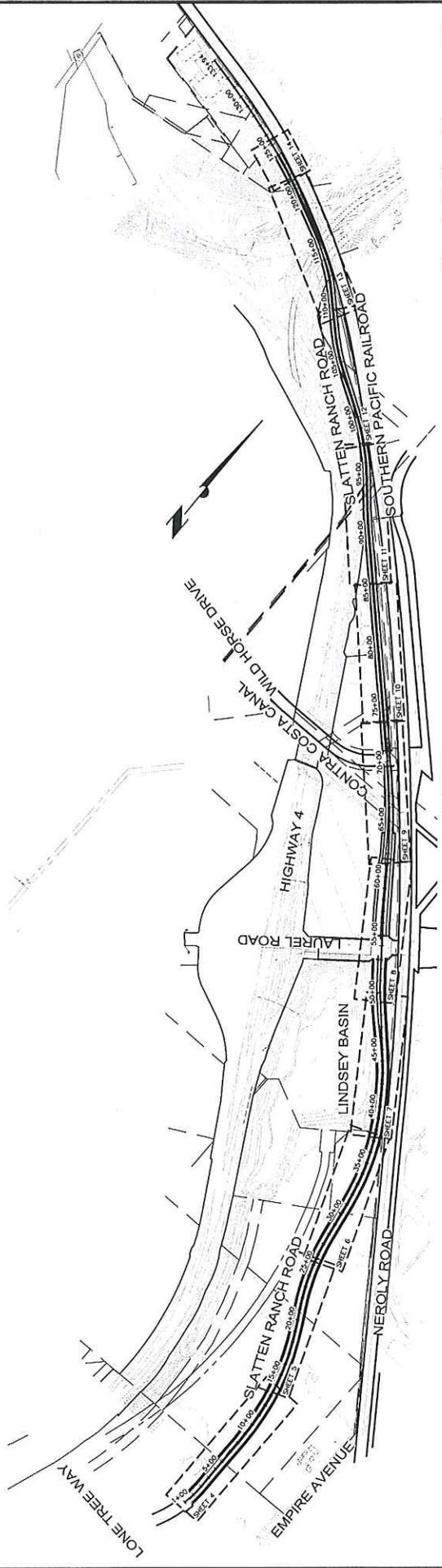
NOT TO SCALE



ELTSP-SLATTEN RANCH ROAD
ANTIPOCH, CALIFORNIA
PROPOSED INFRASTRUCTURE
 November 05, 2013
 Revised 02/11/15
 FOR DISCUSSION PURPOSES



A30



SITE MAP
1" = 400'

SHEET 2
OF 14
DK JOB NO. 13-1035-10

PRELIMINARY PLANLINE STUDY KEY MAP

SLATTEN RANCH ROAD
ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

CONSULTING
PLANNING - ENGINEERING - CONSTRUCTION
1931 SAN MIGUEL DRIVE, SUITE 100, WALNUT CREEK, CALIFORNIA 94596 (925) 932-6666

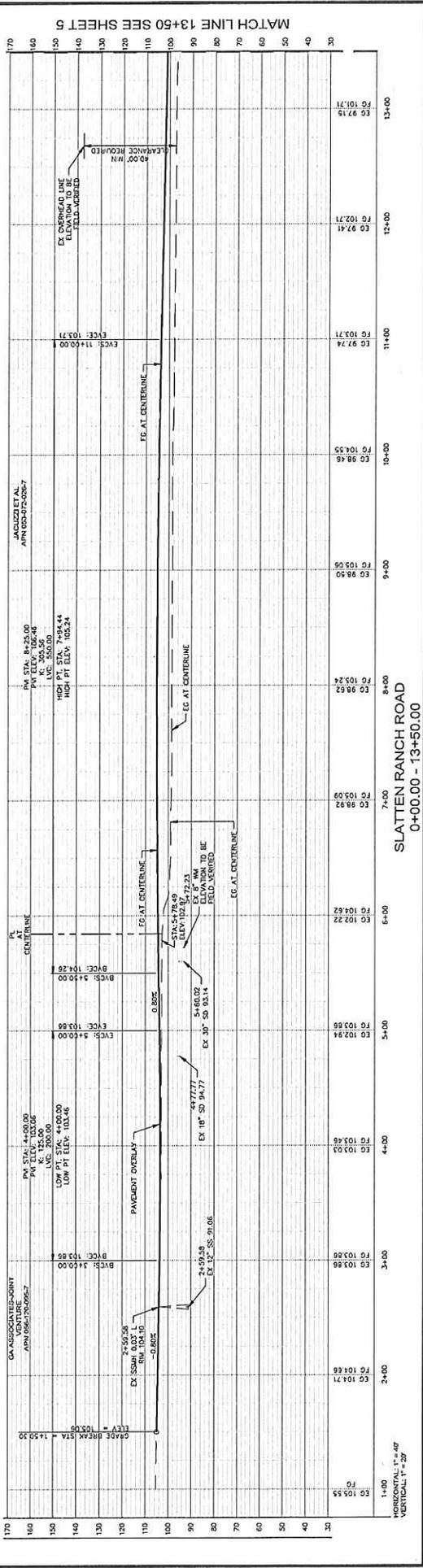
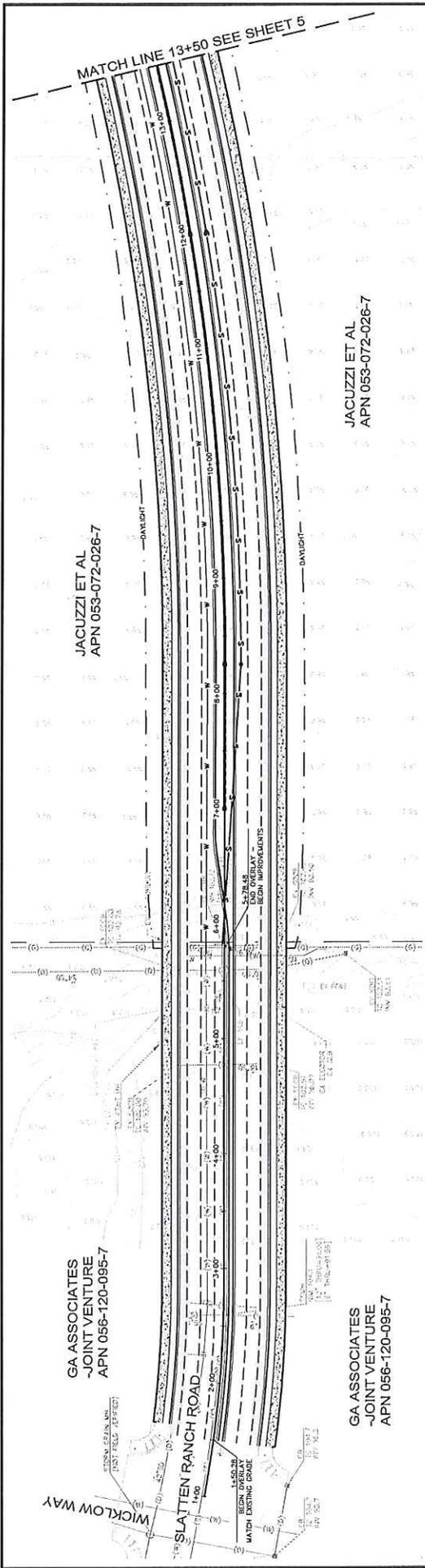


DATE	BY	DATE	REVISION

PRELIMINARY NOT FOR CONSTRUCTION

EXP. DATE 09-30-18

A32



DATE: 05-30-2018		NO.	BY	DATE	REVISION
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DESIGNED	EC				
DRAWN	EC				
PROJ. ENGR.	SEH				

PRELIMINARY PLANLINE STUDY
 PLAN AND PROFILE
 0+00.00 - 13+50.00

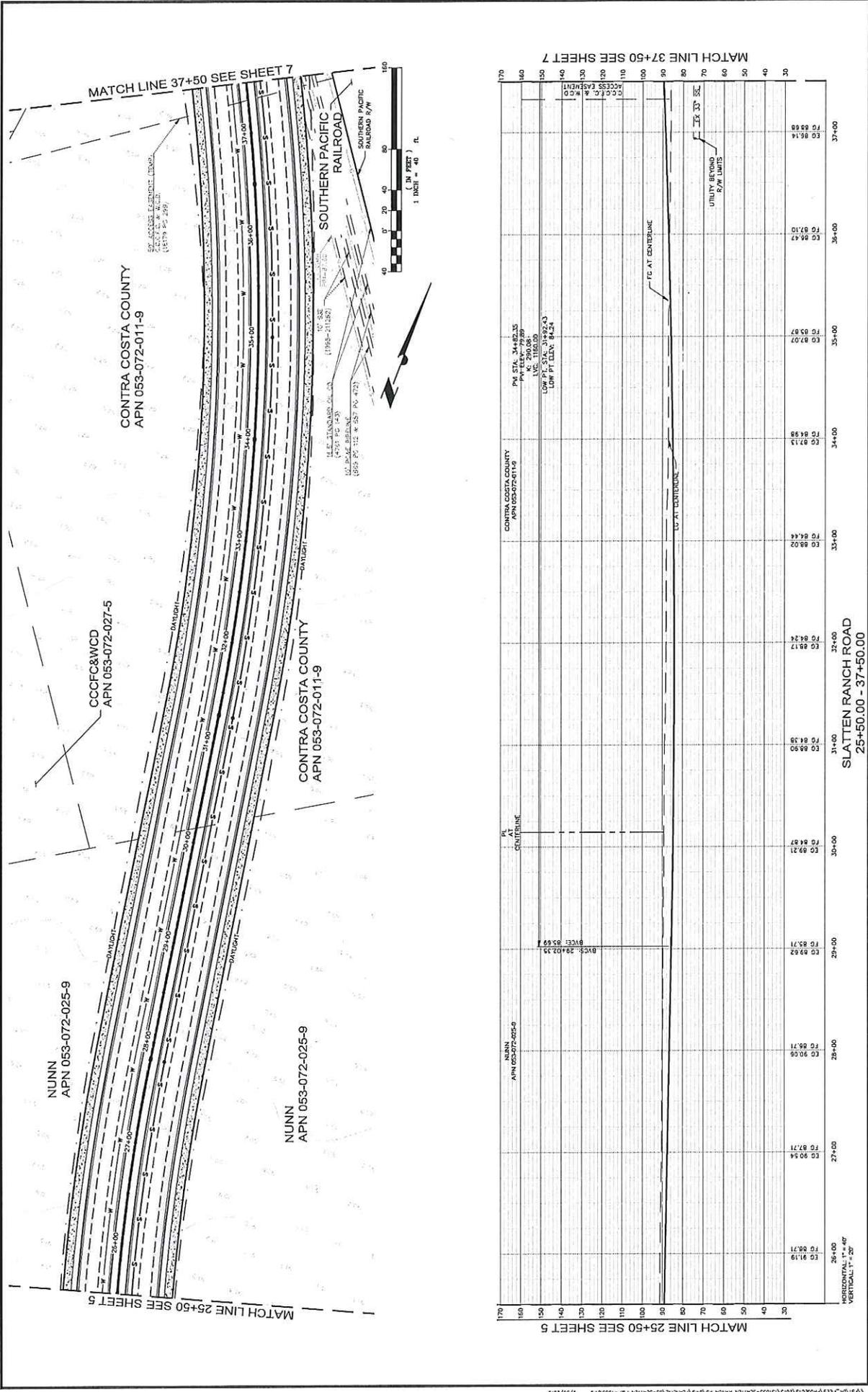
SLATTEN RANCH ROAD
 ANTIPOCA, CONTRA COSTA COUNTY, CALIFORNIA

CONSULTING
 PLANNING - ENGINEERING - CONSTRUCTION
 1851 SAN MIGUEL DRIVE, SUITE 100, WALNUT CREEK, CALIFORNIA 94596

SHEET 4 OF 14
 DK JOB NO. 13-1035-10

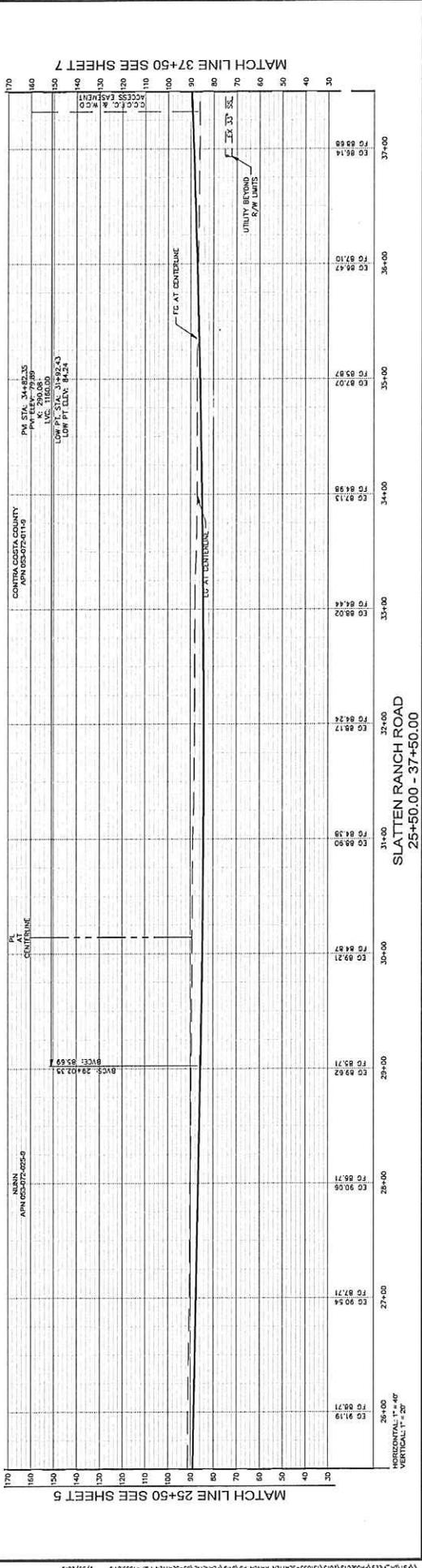
PRELIMINARY NOT FOR CONSTRUCTION
 EXP. DATE 05-30-18

A34



DATE 09-30-2016		NO. BY DATE		REVISION		APPROVALS		PROJECT INFORMATION	
SCALE	HORIZ. 1"=40'	DESIGNED BY	DATE	APPROVED BY	DATE	PROJECT NO.	13-1035-10	PRELIMINARY PLANLINE STUDY	
REVISION	VERT. 1"=5'	DRAWN BY		AGENCY APPROVAL		PROJECT NAME	SLATTEN RANCH ROAD	PLAN AND PROFILE	
PROJ. ENGR. SEH						CLIENT	CONTRA COSTA COUNTY	25+50.00 - 37+50.00	
						LOCATION	ANTIOCH, CALIFORNIA	SHEET 6 OF 14	
								DK JOB NO.	

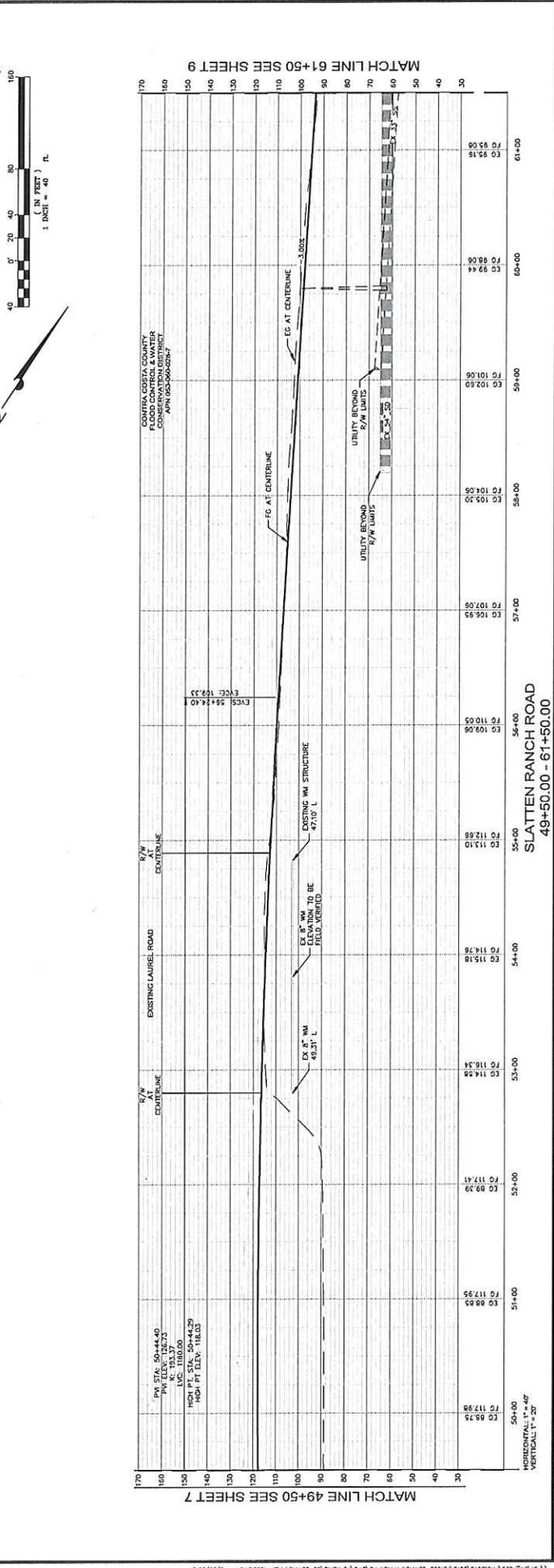
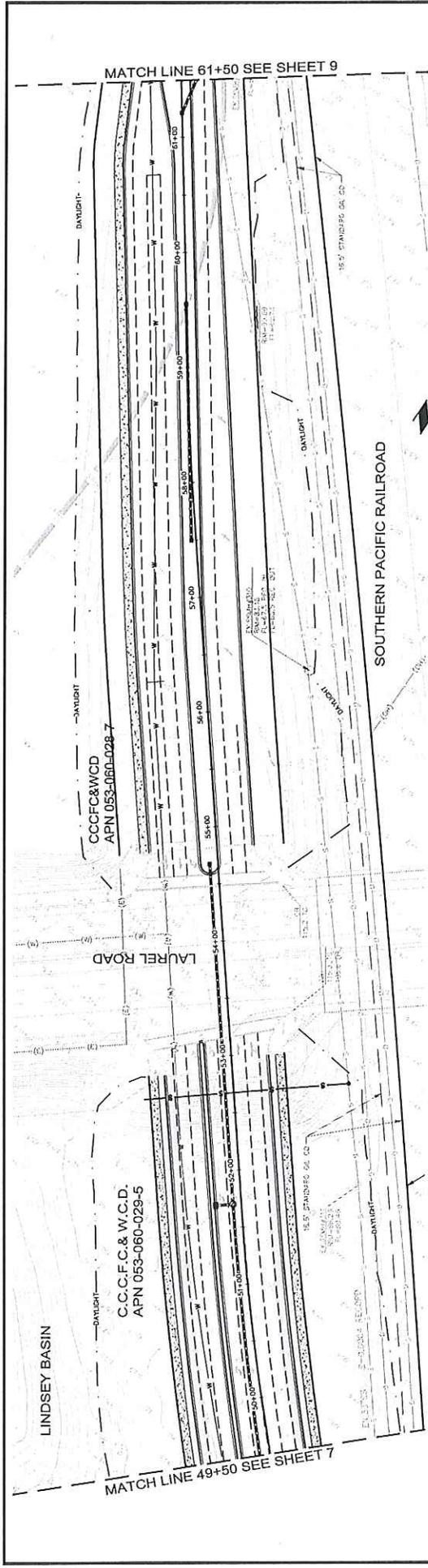
PRELIMINARY NOT FOR CONSTRUCTION



STATION	ELEVATION
25+50	70
26+00	75
26+50	80
27+00	85
27+50	90
28+00	95
28+50	100
29+00	105
29+50	110
30+00	115
30+50	120
31+00	125
31+50	130
32+00	135
32+50	140
33+00	145
33+50	150
34+00	155
34+50	160
35+00	165
35+50	170
36+00	175
36+50	180
37+00	185

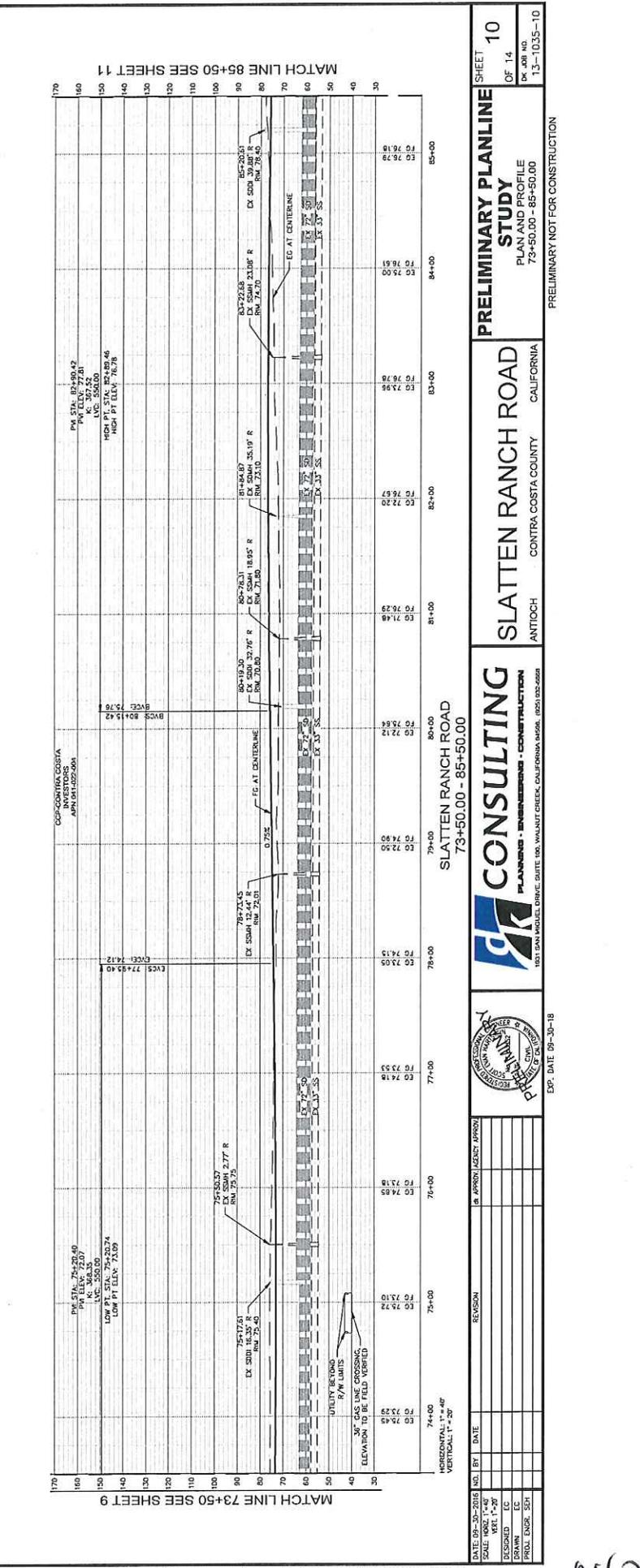
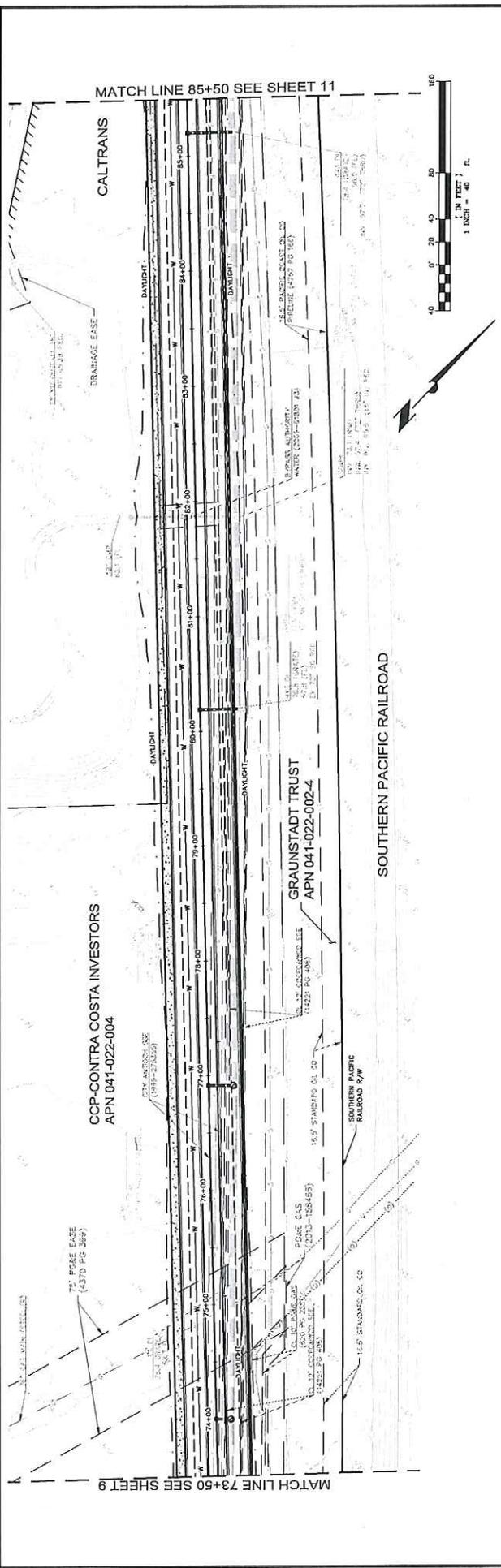
CONTRA COSTA COUNTY APN 053-072-011-9
 NUNN APN 053-072-025-9
 CCCFC&WCD APN 053-072-027-5
 SOUTHERN PACIFIC RAILROAD R/W
 1 INCH = 40' R.
 MATCH LINE 25+50 SEE SHEET 5
 MATCH LINE 37+50 SEE SHEET 7
 SLATTEN RANCH ROAD 25+50.00 - 37+50.00
 CONSULTING PLANNING - ENGINEERING - CONSTRUCTION
 1501 DAN MCGUIRE DRIVE, SUITE 100, WALNUT CREEK, CALIFORNIA 94596 (925) 932-6666
 DATE 09-30-18
 EXP. DATE 09-30-18

A36



DATE: 09-30-2018		BY: DATE		REVISION	
SCALE: HORIZ. 1"=40'	VERTICAL: 1"=20'	NO.	BY	DATE	
DESIGNED: EC	DRAWN: EC	PROJ. ENGR. SEIT	IN CHARGE: EC	APPROX. AGENT APPROV.	
<p>CONSULTING PLANNING • ENGINEERING • CONSTRUCTION 1801 DAN MUELLER DRIVE, SUITE 100, WALNUT CREEK, CALIFORNIA 94596 (925) 932-6668</p>					
<p>SLATTEN RANCH ROAD ANTIPOCH CONTRA COSTA COUNTY CALIFORNIA</p>			<p>PRELIMINARY PLANLINE STUDY PLAN AND PROFILE 49+50.00 - 61+50.00</p>		
<p>SHEET 8 OF 14 DK JOB NO. 13-1035-1D</p>			<p>PRELIMINARY NOT FOR CONSTRUCTION</p>		

A38



DATE: 09-30-2018		REVISION	BY	DATE
SCALE: HORIZ. 1"=40'	VERT. 1"=20'			
DESIGNED: WFL	CHECKED: WFL	IN CHARGE: WFL	DATE: 09-30-2018	
DRAWN: EC	PROJ. ENGR: SBT			

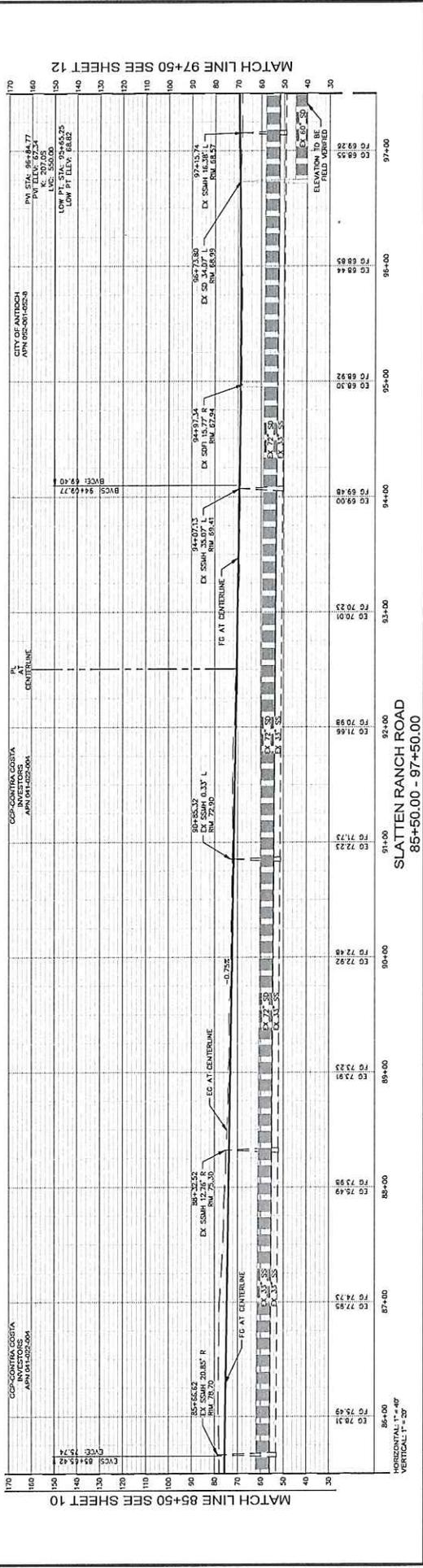
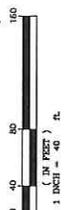
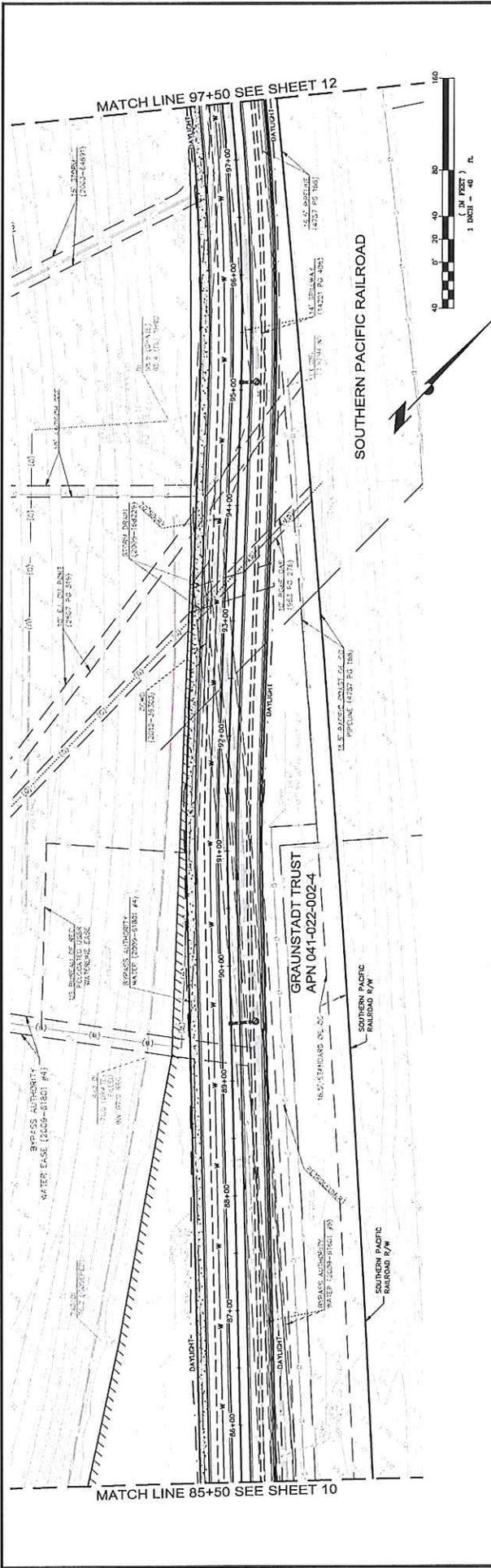
PR CONSULTING
 PLANNING • ENGINEERING • CONSTRUCTION
 1001 SAN MIGUEL DRIVE, SUITE 100, WALNUT CREEK, CALIFORNIA 94598 (925) 932-0999

SLATTEN RANCH ROAD
 ANTIPOCH CONTRA COSTA COUNTY CALIFORNIA

PRELIMINARY PLANLINE STUDY
 PLAN AND PROFILE
 73+50.00 - 85+50.00

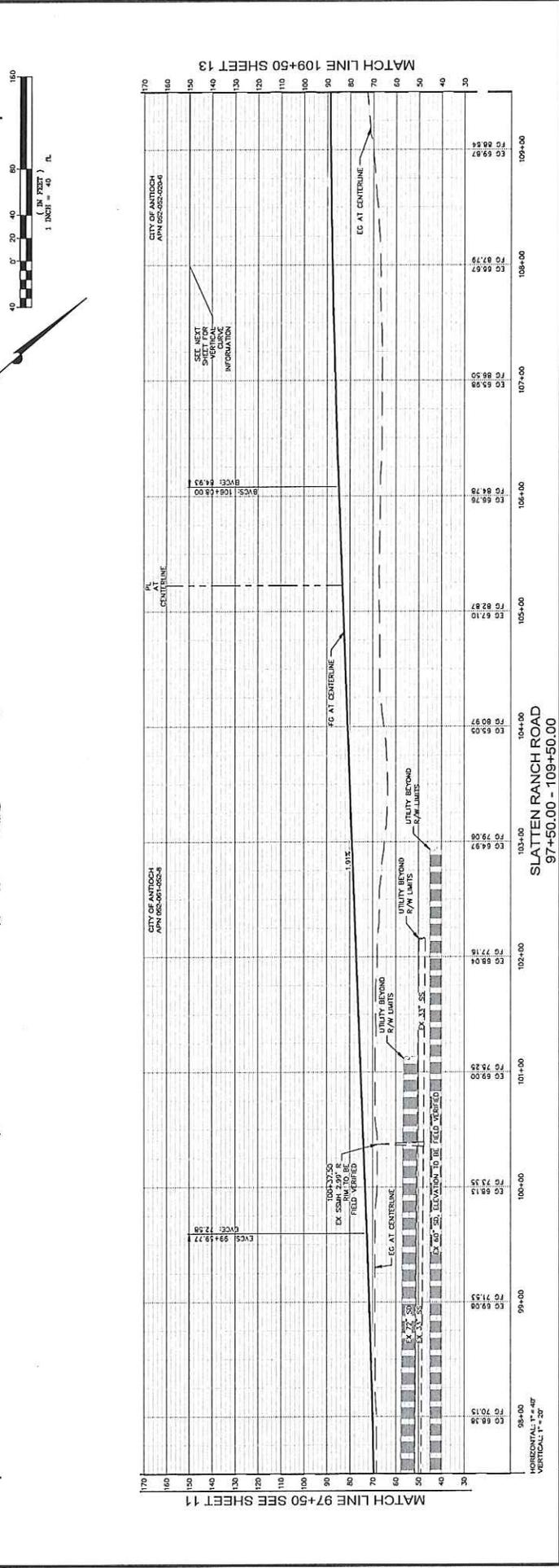
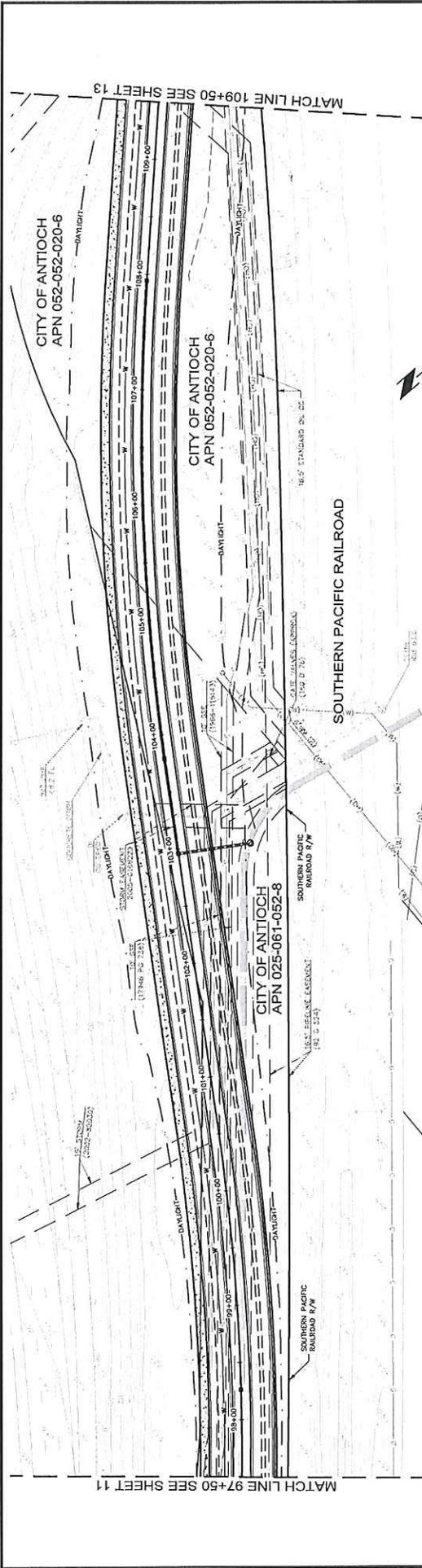
SHEET 10 OF 14
 DK JOB NO. 13-1035-10
 PRELIMINARY NOT FOR CONSTRUCTION

A40



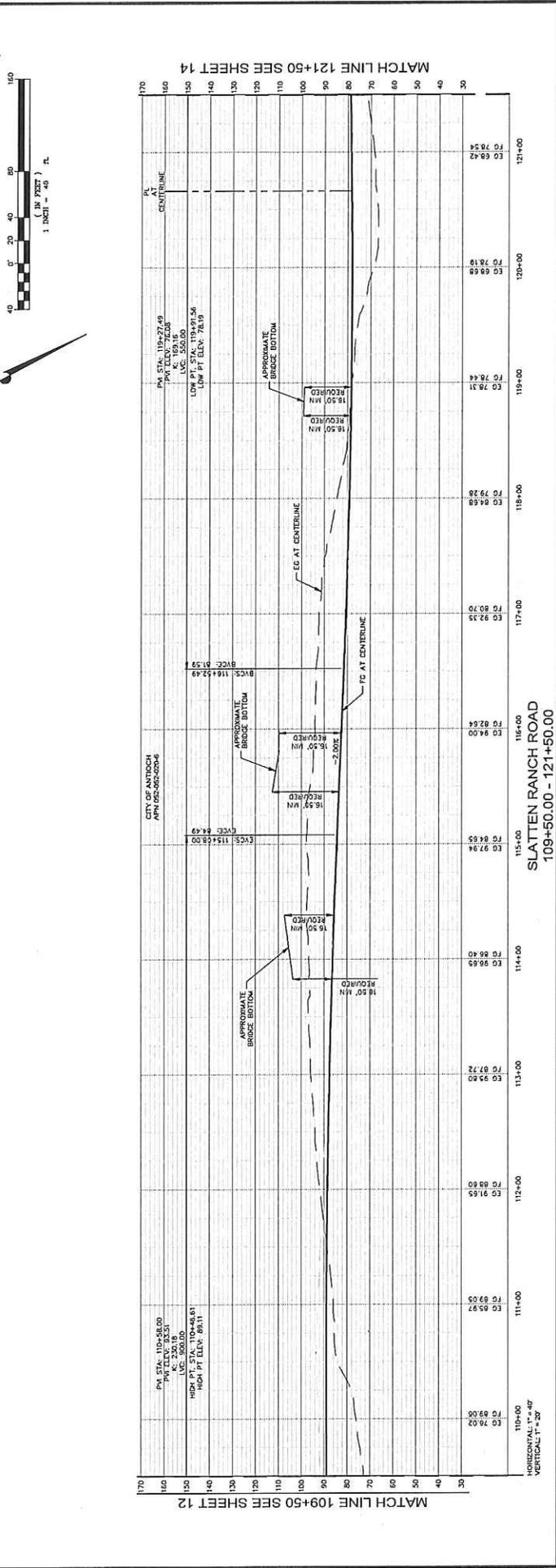
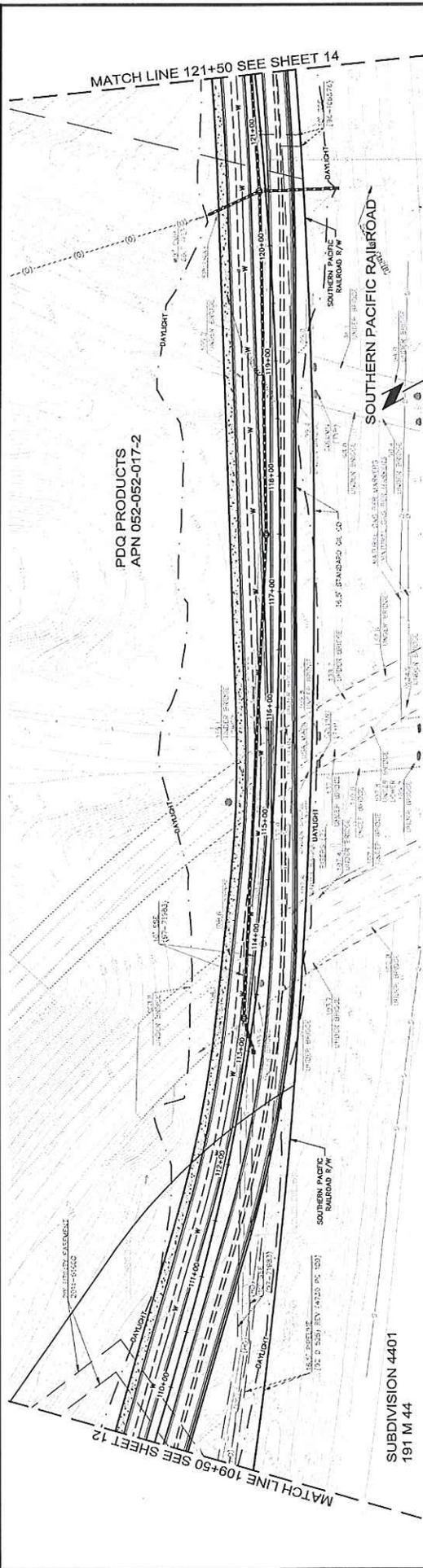
PRELIMINARY PLANLINE STUDY PLAN AND PROFILE 85+50.00 - 97+50.00		SHEET 11 OF 14 DK JOB NO. 1.3-1035-10
SLATTEN RANCH ROAD ANTIOCH CONTRA COSTA COUNTY CALIFORNIA		PRELIMINARY NOT FOR CONSTRUCTION
GR CONSULTING PLANNING • ENGINEERING • CONSTRUCTION 1001 SAN MICHAEL DRIVE, SUITE 100, WALNUT CREEK, CALIFORNIA 94596		
EXP. DATE 09-30-18		
NO. BY DATE REVISION	A. APPROV. AGENCY APPROV.	CITY OF ANTIOCH APN 002-001-002-8
DATE 09-30-2018 SCALE HORIZ. 1"=40' VERT. 1"=20' DESIGNED EC DRAWN EC PROJ. ENGR. SEB	GCP-CONTRIA COSTA APN 041-022-004 GCP-CONTRIA COSTA APN 041-022-004	MATCH LINE 85+50 SEE SHEET 10 MATCH LINE 97+50 SEE SHEET 12

441



DATE: 09-30-2018		REVISION	
SCALE: HORIZ. 1"=40'	DESIGNED: []	BY: []	DATE: []
VERTICAL: 1"=20'	CHECKED: []	IN CHARGE: []	DATE: []
PROJECT: []	APPROVED: []	DATE: []	DATE: []
PROJ. ENGR. SEAL	PROJ. ENGR. SEAL	DATE: []	DATE: []
CONSULTING PLANNING • ENGINEERING • CONSTRUCTION 1001 SAN NICOLAS DRIVE, SUITE 100, WALNUT CREEK, CALIFORNIA 94598 (925) 832-6688		PRELIMINARY PLANLINE STUDY PLAN AND PROFILE 97+50.00 - 109+50.00 ANTIOCH CONTRA COSTA COUNTY CALIFORNIA	
SHEET 12 OF 14 PK. JOB NO. 13-1035-10		PRELIMINARY NOT FOR CONSTRUCTION	

AK2



DATE: 09-30-2018		NO. BY:	REVISION:
SCALE: HORIZ. 1"=40'		DATE:	
SCALE: VERT. 1"=20'		BY:	
DESIGNED:		CHECKED:	
DRAWN:		IN CHARGE:	
PROJECT ENG.:		SEAL:	

CITY OF ANTIOCH APN 052-052-0016		CITY OF ANTIOCH APN 052-052-0016	
P.M. STA. 110+56.00 P.V. STA. 110+56.00 L.V.C. 300.00 HIGH PT. ELEV. 84.51 LOW PT. ELEV. 80.11		P.M. STA. 119+27.49 P.V. STA. 119+27.49 L.V.C. 100.00 HIGH PT. ELEV. 84.05 LOW PT. ELEV. 78.10	

110+00	111+00	112+00	113+00	114+00	115+00	116+00	117+00	118+00	119+00	120+00	121+00
80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00

SLATTEN RANCH ROAD
109+50.00 - 121+50.00

CONSULTING
PLANNERS • ENGINEERS • CONSTRUCTION

1801 SAN RAFAEL DRIVE, SUITE 100, WALNUT CREEK, CALIFORNIA 94596 (925) 932-6666

SLATTEN RANCH ROAD
ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

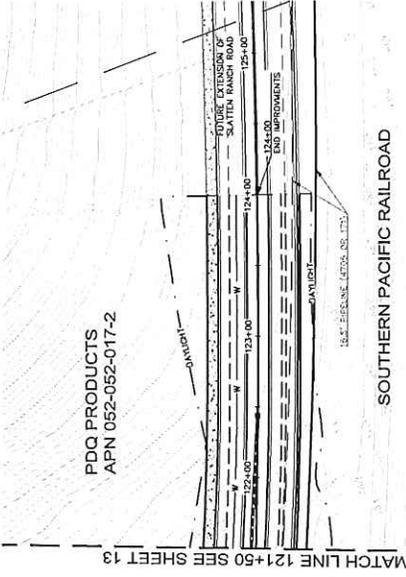
PRELIMINARY PLANLINE STUDY
PLAN AND PROFILE
109+50.00 - 121+50.00

SHEET 13 OF 14
DK. JOB NO. 13-1035-10

PRELIMINARY NOT FOR CONSTRUCTION

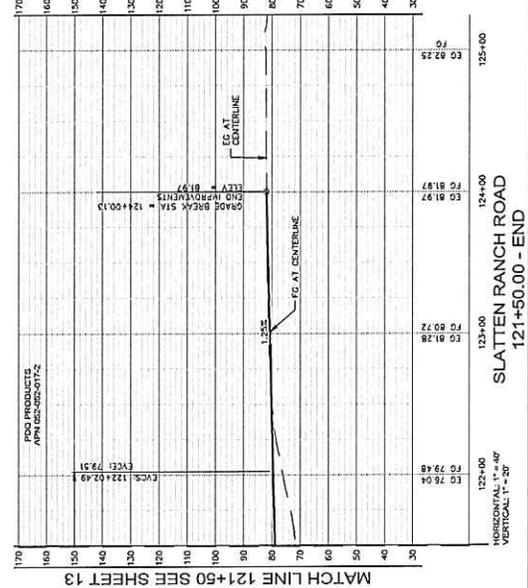
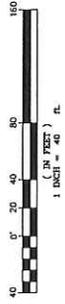
443

PDO PRODUCTS
APN 052-052-017-2



MATCH LINE 121+50 SEE SHEET 13

SOUTHERN PACIFIC RAILROAD



MATCH LINE 121+50 SEE SHEET 13

PRELIMINARY PLANLINE
STUDY
PLAN AND PROFILE
121+50.00 - END

SLATTEN RANCH ROAD
CONTRA COSTA COUNTY
CALIFORNIA

PK CONSULTING
PLANNERS • ENGINEERS • CONSTRUCTORS
1031 SAN RAFAEL DRIVE, SUITE 100, WALNUT CREEK, CALIFORNIA 94596 (925) 932-6666

PROFESSIONAL SEAL
REGISTERED CIVIL ENGINEER
STATE OF CALIFORNIA
NO. 10000
EXPIRES 12/31/2018

DATE	BY	DATE	REVISION

PRELIMINARY NOT FOR CONSTRUCTION

EXP. DATE 05-30-18

A44

EXHIBIT K: Open Space Plan

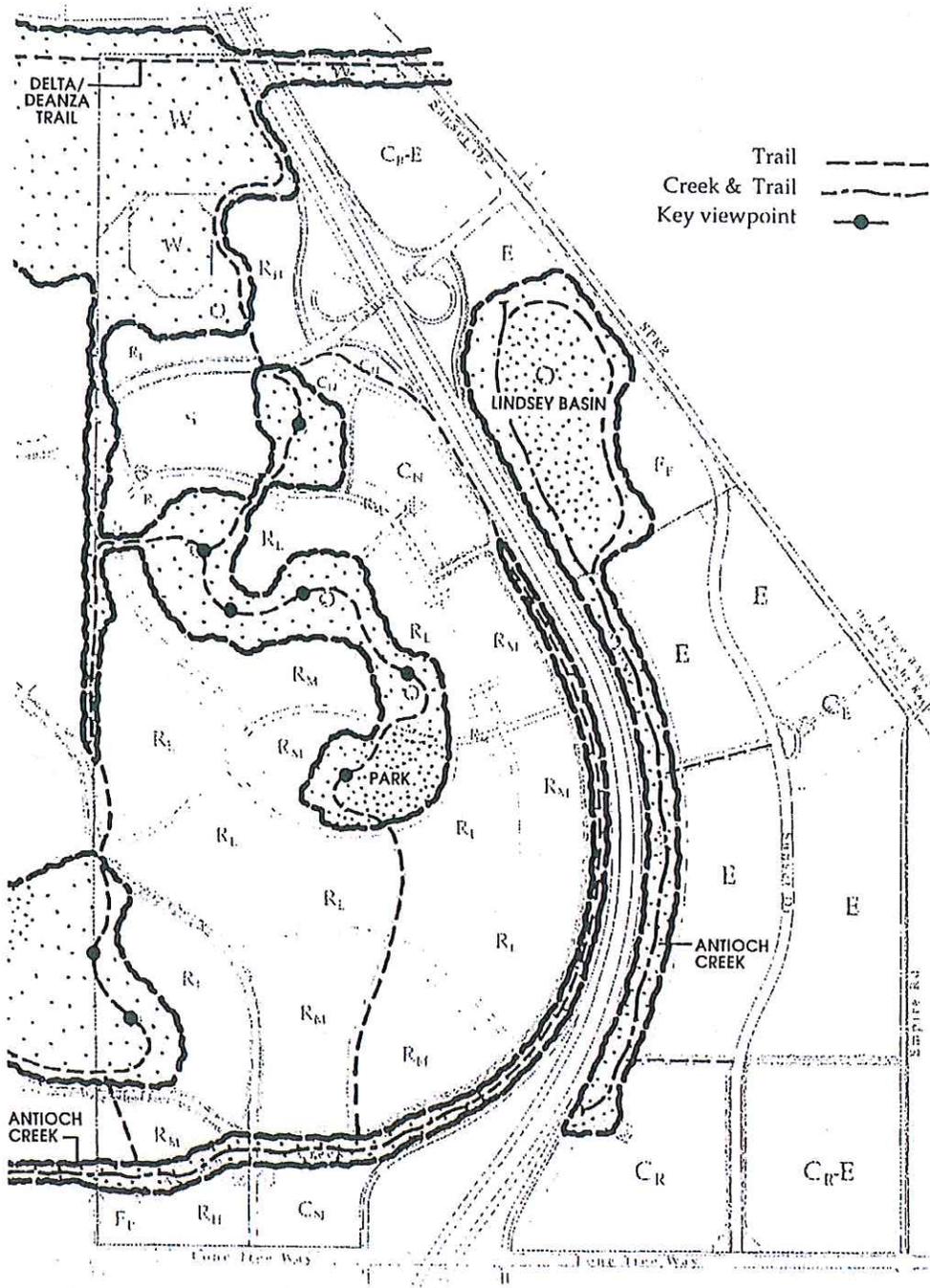


Figure 4.0. Open Space Plan.

AY5

EXHIBIT L: Sanitary Sewer and Water Map

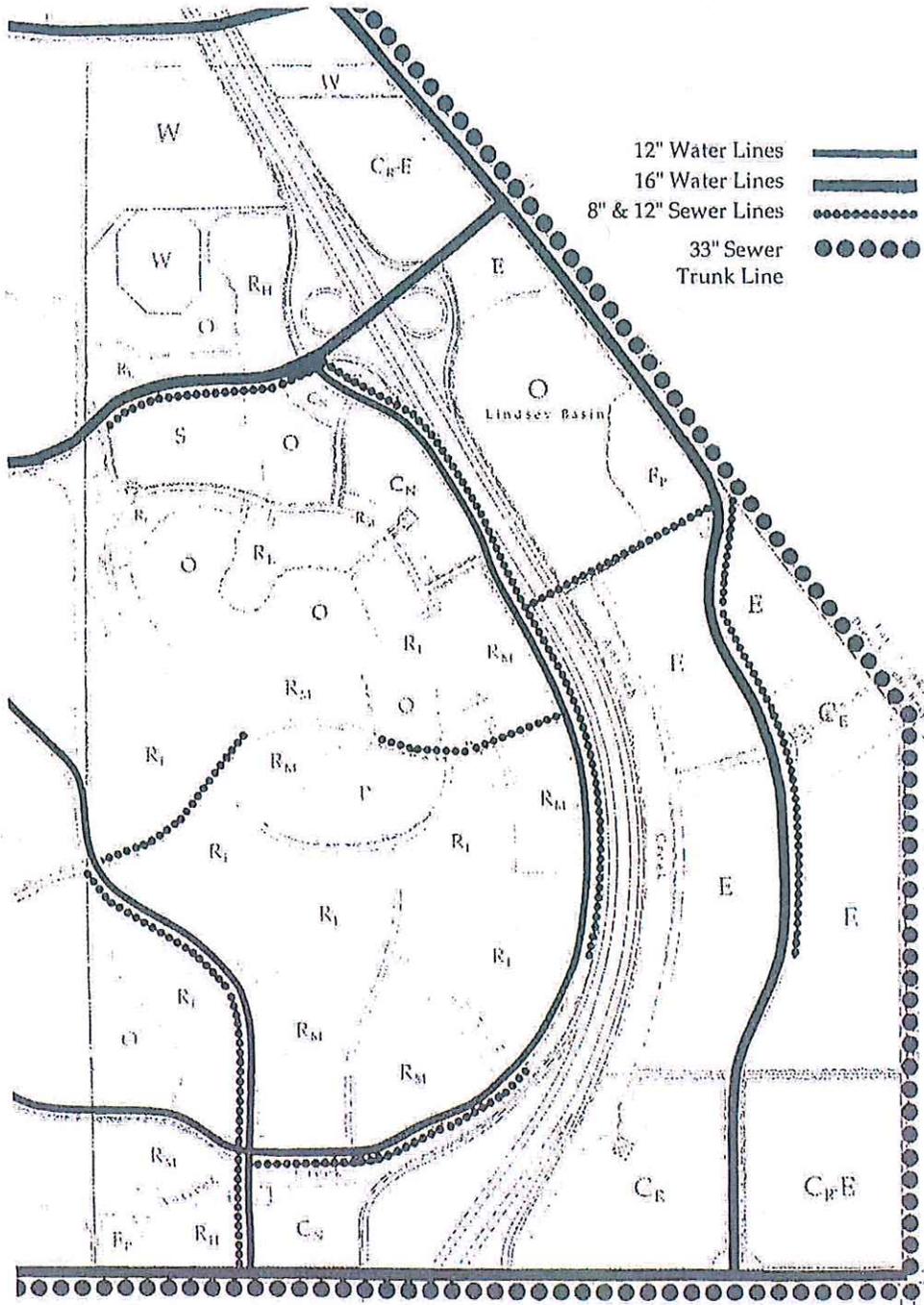


Figure 6.0. Water & Sewer Plan.

A46

EXHIBIT M: Original Infrastructure Cost Estimate

PRELIMINARY COSTS FOR INFRASTRUCTURE

Total District Infrastructure

A preliminary cost estimate for the infrastructure included in this report is attached and referenced as **Cost Estimate #1: Total District Infrastructure**. Figure 8a in the report shows the proposed improvements. It should be noted that utility sizes assumed are based on conceptual plans only, and that costs assumed are based on current unit prices for similar Public Works projects in Antioch.

In addition to the infrastructure described, the costs include:

- City of Antioch and Delta Diablo Sanitation District Annexation Fees
- Sanitary Sewer Benefit Fees
- Water Storage Fees
- Funds for the CCCFCD planned expansion of Lindsey Basin
- Construction Contingencies of 25%
- General Incidental Costs at 25%
- Financing District Costs at 18%
- Two years of Capitalized Interest on "Phase I" Costs

The estimated cost per Equivalent Residential Unit was calculated by dividing the total costs by the total number of Equivalent Residential Units.

Assumptions have been attached to the cost estimate.

Phasing Scenarios

Two other cost estimates are included to demonstrate possible phasing alternatives. **Cost Estimate #2: Phase I Infrastructure** indicates the estimated costs for the "early" residential option mentioned in the report text. Figure 8b in the report shows the proposed improvements. Assumptions noted above apply to this scenario.

The third cost estimate or scenario includes the improvements expected if all single-family residential development occurs prior to other land uses. It is titled **Cost Estimate #3: Single-Family Infrastructure** and is intended to demonstrate the potential versatility of this financial district. Figure 8c shows the proposed improvements and the assumptions noted above apply.

A47

**COST ESTIMATE #1: TOTAL DISTRICT INFRASTRUCTURE
(FIGURE 8a)**

(SEE FOLLOWING PAGES FOR ASSUMPTIONS, BY NUMBER)

	ITEM	UNIT	UNIT COST	QUAN.	COST
	<u>LOVE TREE WAY (110' R/W)</u>				
(1)	FULL SECTION N. SIDE, 1 LN E. BOUND	LF	\$335	5300	\$1,775,500
(2)	16" WATER	LF	\$60	4200	\$252,000
(3)	36" STORM DRAIN	LF	\$55	5300	\$291,500
(4)	JOINT TRENCH	LF	\$130	5300	\$689,000
	SIGN-STRIPE	LF	\$20	5300	\$106,000
	SIGNALIZATION	EA	\$130,000	2	\$260,000
(5)	PHASING OF RDWAY CONSTRUCTION	LS	\$350,000	1	\$350,000
	<u>LAUREL ROAD (100' R/W - EAST OF DELTA EXPWY, INCLUDING DELTA EXPWY R/W)</u>				
(6)	4 LANES (AT GRADE)	LF	\$325	1700	\$552,500
(2)	16" WATER	LF	\$60	1700	\$102,000
	24" STORM DRAIN	LF	\$35	1700	\$59,500
(4)	JOINT TRENCH	LF	\$130	1700	\$221,000
	SIGN-STRIPE	LF	\$20	1700	\$34,000
	TEMP. DETOUR @ DELTA EXPWY R/W	LF	\$165	1500	\$247,500
	<u>LAUREL ROAD (100' R/W - WEST OF DELTA EXPWY)</u>				
(6)	4 LANES (AT GRADE)	LF	\$325	1500	\$487,500
(7)	GRADING	LS	\$200,000	1	\$200,000
(2)	16" WATER	LF	\$60	1500	\$90,000
(8)	8" SANITARY SEWER	LF	\$35	3600	\$126,000
(8)	12" SANITARY SEWER	LF	\$75	1500	\$112,500
(3)	36" STORM DRAIN	LF	\$55	1500	\$82,500
(3)	SD OUTLET STRUCTURE	EA	\$25,000	1	\$25,000
(4)	JOINT TRENCH	LF	\$130	1500	\$195,000
	SIGN-STRIPE	LF	\$20	1500	\$30,000
	<u>SUNSET DRIVE (70' R/W - NORTH OF LAUREL RD TO CCWD CANAL)</u>				
(9)	2 LANES (AT GRADE)	LF	\$255	1100	\$280,500
(2)	16" WATER	LF	\$60	1100	\$66,000
(3)	36" STORM DRAIN	LF	\$55	1100	\$60,500
(4)	JOINT TRENCH	LF	\$130	1100	\$143,000
	SIGN-STRIPE	LF	\$10	1100	\$11,000
	BRIDGE AT CC CANAL (total cost)	EA	\$800,000	1	\$800,000
	<u>SUNSET DRIVE (100' R/W - SOUTH OF LAUREL RD)</u>				
(10)	4 LANES (AT GRADE)	LF	\$335	7600	\$2,546,000
(8)	8" SANITARY SEWER	LF	\$35	5400	\$189,000
(2)	16" WATER	LF	\$60	7600	\$456,000
(3)	36" STORM DRAIN	LF	\$55	7600	\$418,000
(3)	SD OUTLET STRUCTURE	EA	\$25,000	2	\$50,000
(4)	JOINT TRENCH	LF	\$130	7600	\$988,000
	SIGN-STRIPE	LF	\$20	7600	\$152,000
	SIGNALIZATION	EA	\$130,000	0	\$0
(5)	PHASING OF ROADWAY CONSTRUCTION	LS	\$450,000	1	\$450,000

**COST ESTIMATE #1: TOTAL DISTRICT INFRASTRUCTURE
(FIGURE 8a)**

(SEE FOLLOWING PAGES FOR ASSUMPTIONS, BY NUMBER.)

	ITEM	UNIT	UNIT COST	QUAN.	COST
	<u>SUNSET DRIVE (60' RW - OFFSITE, quantities represent 1/2 of total)</u>				
(11)	2 LANES (AT GRADE)	LF	\$235	350	\$82,250
(3)	36" STORM DRAIN	LF	\$55	350	\$19,250
(4)	JOINT TRENCH	LF	\$130	350	\$45,500
	SIGN-STRIPE	LF	\$10	350	\$3,500
	RETAINING WALLS	LF	\$300	350	\$105,000
	UTILITY RELOCATION	LF	\$150	350	\$52,500
	<u>CANADA VALLEY ROAD (san. sewer & storm drain only)</u>				
(8)	12" SANITARY SEWER	LF	\$75	2900	\$217,500
(3)	36" STORM DRAIN	LF	\$55	650	\$35,750
(3)	42" STORM DRAIN	LF	\$65	2250	\$146,250
(3)	SD OUTLET STRUCTURE	EA	\$25,000	2	\$50,000
	<u>EAST ANTIOCH CREEK</u>				
(12)	EAST ANTIOCH CREEK WIDENING	LF	\$30	6900	\$207,000
(20)	RELOCATION COSTS	LS	\$679,000	1	\$679,000
	<u>MISC. FUA2</u>				
	NPDES	LS	\$500,000	1	\$500,000
	TRAIL & LANDSCAPE (ALONG CREEK ONLY)	LF	\$110	6900	\$759,000
	SUBTOTAL				\$15,802,000
	CONTINGENCY (25%)				\$3,951,000
	TOTAL DISTRICT IMPROV. - BUILD OUT				\$19,753,000
	GENERAL INCI. (25%)				\$4,938,000
	<u>FEES/REIMBURSEMENTS</u>				
(13)	CITY ANNEXATION FEES	PER ACRE	\$1,050	561.5	\$589,575
	DELTA DIABLO ANNEXATION	PER ACRE	\$578	783.5	\$452,863
(14)	FLOOD CONTROL FEES(56)	PER UNIT	\$385	2405	\$925,925
	ENGR. REIMB.	LS	\$300,000	1	\$300,000
	TOTAL (FEES)				\$2,268,000
	DISTRICT INCIDENTALS(18%)				\$4,853,000
	CAPITALIZED INTEREST (FROM PHASE 1)				\$653,000
	TOTAL DISTRICT- BUILD OUT				\$32,465,000
(15)		# OF UNITS		2,405	
		COST PER UNIT			\$13,499
	<u>ADDITIONAL FEES/REIMBURSEMENTS</u>				
	SEWER BENEFIT DISTRICT	PER UNIT	\$652	2405	\$1,568,060
	WATER STORAGE FEE	PER UNIT	\$850	2405	\$2,044,250
			\$1,502		
	TOTAL ADDITIONAL (FEES)				\$3,612,000
	TOTAL COST				\$36,077,000
		# OF UNITS		2,405	
		TOTAL COST PER UNIT			\$15,001

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LIST OF ASSUMPTIONS FOR COST ESTIMATES (#1 - #3)

General Assumptions:

- Quantities scaled from Figures 8a, 8b, and 8c.
 - No bore and jack cost included for utilities crossing the creek
 - No right-of-way acquisition cost included for roads/utilities, etc.
1. See Figure TA-4 for assumed roadway section and attached assumptions.
 2. Assumed 16-inch ductile iron pipe, per Brown and Caldwell's water system master plan. Cost includes appurtenances (fire hydrants, valves, cathodic protection).
 3. Assumed cast-in-place storm pipes. Cost includes appurtenances (manholes, etc.). Cost of outlet structures need further review after Flood Control coordination.
 4. Cost includes construction cost plus applicable utility company "fees" (\$65/linear foot for construction plus \$65/linear foot for "fees").
 5. Assumed 10% of roadway construction cost. Includes temporary drainage improvements.
 6. See Figure TA-5 for assumed roadway section and attached assumptions.
 7. Assumed elevation of 125 at westerly boundary of ELTA with a roadway slope of 1% going east: 80,000 cubic yards at \$2.50/cubic yard equals \$200,000.
 8. Assumed vitrified clay pipe (VCP) cost includes appurtenances (manholes, etc.). No cost included for grading for sanitary sewer and storm drain pipe along Highway 4 bypass.
 9. See Figure TA-6 for assumed roadway section and attached assumptions.
 10. See Figure TA-7 for assumed roadway section and attached assumptions.
 11. See Figure TA-8 for assumed roadway section and attached assumptions.
 12. Earthwork estimated based on cross section shown in Figure TA-10.
 13. See Figure TA-11 for assumed total acreage. Assumes Employment Generating acreage (222 ac.) excluded from City Annexation Fees.
 14. Assumed total approximate fee of \$1,100/unit (same as A.D. #27), 35% collected here for "downstream improvements".

15. See Figure TA-11 for assumed total number of units.
16. See Figure TA-9 for assumed roadway section and attached assumptions.
17. Used acreage for low, medium, and high density residential as shown in Figure TA-11.
18. Assumes 1,000 single-family residential units.
19. Acreage based on 4 units/acre.
20. Assumes \$679,000 toward necessary creek relocation.

FINANCIAL DISTRICT INCIDENTAL COST SUMMARY

Financial District Incidental Costs

City Administration (1%)

Report Administration (2%)

Legal (0.5%)

- Attorney Fees
- Bond Printing/Official Statement Printing
- Marketing of Bonds (Appraisal)
- Trustee Fees
- Miscellaneous Expenses
- Financial Consultant

Bond Reserve Fund (10%)

Bond Discount (1.6%)

Note:

A total of 18% is used when calculating District Incidentals for budget purposes to insure that enough dollars (15%) are available to pay for the above. This is collected directly from the total bond sale to pay for the District Incidentals.

AS2

GENERAL INCIDENTAL COST SUMMARY

Agency Fees

- City Plan Check (1% of Construction Cost)
- City Inspection (5% of Construction Cost)
- Other Agency Licensing Costs
- Materials and Soil Testing and Inspection

Engineering (Design/Construction)

- Plans and Specifications ("6%" of Construction Cost)¹
- Soil Engineering
- Traffic/Signalization Engineering
- Structural Engineering
- Water Systems Engineering
- Corrosion Engineering
- Environmental Engineering
- Utility Consultants (other than basic Plans and Specs)
- Landscape Plans
- Construction Staking

Supplemental Services

- Feasibility Investigation/Economic Studies
- Topographic Surveys
- Right-of-Way Acquisition Related Costs
- Mapping, Boundary Resolution
- Record of Surveys
- Constraints/Locating Existing Underground Facilities
- Route Studies
- Construction Engineering and Shop Drawing Review
- Title Report Fees/Right-of-Way Consultants
- Additional Construction Survey
- Water System Pressure Analysis
- Abandoned Engineering/Re-design
- Review of Design by Other/Credit Request
- Excess Plan Reproduction, Printing and Photo Mylars
- Topographic Model
- Public Relations Documents
- Agency Coordination (Other than City of Antioch)
- Pipeline Relocation Related Costs
- Accounting
- Benefit District Reports and Coordination
- Miscellaneous

¹ Final amount is based on ASCE Fee Curve for each construction bid package, actual range (6-8.5%).

ASB

DESCRIPTION, ASSUMPTIONS, & NOTES**PROJECT DESCRIPTION:**

This opinion of probable costs consists of Major Backbone Infrastructure; surface Improvements (Streetwork & Concrete), utilities (Sewer, Storm Drain, Potable Water, and Joint Trench) along with Miscellaneous Items required for the development of Slatten Ranch Road. Specific roadway Improvements are listed below.

PROJECT ASSUMPTIONS:

1. All proposed roadways currently do not exist and thus they will be new roadways.
2. Roadway sections and utility layouts are based on information as of August 31, 2016.
3. Segments are based on the attached exhibit.
4. Roadway sections are based on the attached Figures.

NOTES:

1. This has been prepared as a guide only and are subject to possible change. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this opinion of probable costs. dk Consulting makes no warranty, either expressed or implied, as to the accuracy of the costs.
2. Costs do not consider the following Items:
 - a. Fencing and bulkheads
 - b. Assessments for district costs
 - c. Reimbursable dry utilities costs.
 - d. Entitlements, easements, and/or rights of entry
 - e. Backflow Devices
 - f. Pole relocation or under grounding of existing overhead facilities
 - g. Fees due at building permit
 - h. Out of regular sequence construction
 - i. Over excavation of unsuitable materials, keyways, undercutting, and/or remedial grading
 - j. Costs associated with high groundwater or inclement weather conditions
 - k. Costs associated with limitations on construction access
 - l. Tree preservation systems and mitigation costs
 - m. Landscaping & associated design costs
 - n. Financing, bonds, and overhead charges.
 - o. Costs associated with Endangered Species and Wildlife Conservation.
 - p. Cost associated with Corps of Engineer, Fish & Game, Fish & Wildlife and Wetlands (Permitting, Mitigation, and Preservation)
 - q. Cost associated with any other environmental costs of consultant fees
 - r. Toxic contamination evaluation studies or remediation
 - s. Archaeological studies, investigations or relocations
 - t. Cost associated with siltation basins
 - u. Bike paths or equestrian trails
 - v. Cost associated with traffic engineering studies, or additional signalization, and construction
 - w. Irrigation systems and associated design costs
 - x. CMU and/or rock retaining walls
 - y. Adjustments to existing overpasses
 - z. Cost associated with the design, construction and maintenance
 - aa. Emergency Vehicle Access
 - bb. Costs associated with detention facilities
 - cc. Costs associated with the preparation of SWPPP
 - dd. Architectural design and associated fees
 - ee. Costs and fees associated with facility maintenance
 - ff. Costs associated with any gas main relocation or adjustment to improvements associated with the gas main
 - gg. Bridge crossings are not anticipated, per preliminary discussions with CCWD and CCCFCD
3. The "cash flow" situation may be different than the costs shown herein and whoever uses this estimate should take this into consideration. For example, PG&E may require refundable deposits for gas and electricity that are paid back when the houses are
4. Costs presented herein represent an opinion based on historical information and coordination efforts with the contractors, consultants and the owners group. No provision has been made for inflation
5. Grading quantiles are limited within the area of surface improvement limits
6. Pipe sizes (Sewer, Water, Storm Drain...) are estimated and may change in final design
7. Water costs are assumed to include all appurtenances
8. Spacing of Fire Hydrants are assumed to be every 400' or portion thereof
9. Storm Drain costs includes "No Dumping" labels
10. C.3 Treatment includes costs for subdrain, sandy loam/LF, trenching, backfill, and root/vapor barrier, and is assumed to be 7% of the total area
11. Roadway structural section is assumed to be 6.5" AC on 20.5" AB as previously constructed within the Phase I section, by Luk and Associates. This may vary based on new geotechnical analysis
12. Roadway excavation represented in these estimates limits the excavation to the pavement section, back of curb to back of curb. Roadway excavation accounts for an excavation depth for pavement plus 6".
13. Spacing of Survey Monuments are assumed to be placed every 1000' or portion thereof
14. Spacing of electroliers are assumed to be 150 feet, with electroliers on both sides, estimate includes lights, wires and transformers

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Project Summary - FUA2 EST-1335.xlsx

PROJECT SUMMARY

Description	Infrastructure	Right-of-Way	General Incidental (9)	Cumulative	ELTSP Phase II Responsibility
Slatten Segment 1 [1]	\$ 226,390	\$ 0	\$ 56,597	\$ 282,987	0%
Slatten Segment 2 - Median and Center 2-Lanes [2]	\$ 8,322,514	\$ 1,000,488	\$ 2,330,750	\$ 11,653,752	100%
Slatten Segment 2 - Frontage Lanes [2]	\$ 3,383,221	\$ 778,512	\$ 1,040,433	\$ 5,202,167	0%
Slatten Segment 3 [3]	\$ 3,665,572	\$ 481,500	\$ 1,036,768	\$ 5,183,840	100%
Slatten Segment 4a [4]	\$ 4,540,882	\$ 0	\$ 1,135,220	\$ 5,676,102	0%
Slatten Segment 4b [5]	\$ 2,113,510	\$ 0	\$ 528,377	\$ 2,641,887	0%
Slatten Segment 5 [6]	\$ 3,608,800	\$ 0	\$ 902,200	\$ 4,511,000	50%
East Antioch Creek Trail [7]	\$ 505,200	\$ 0	\$ 126,300	\$ 631,500	100%
Final Design Items [8]				\$ 239,995	100%
CUMULATIVE	\$ 26,366,088	\$ 2,260,500	\$ 7,156,647	\$ 36,023,230	\$ 19,964,387

SLATTEN RANCH ROAD COST PER ERU SHARE

Description	WESTERN RESIDENTIAL		WESTERN RETAIL		EAST OF HIGHWAY 4 BYPASS	
	180 ERU	525 ERU	60 ERU	48 ERU	369 ERU	191 ERU
Laurel Ranch Residential	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Park Ridge Residential	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Laurel Ranch Retail	\$ 1,353,339	\$ 3,947,239	\$ 451,113	\$ 360,890	\$ 2,774,345	\$ 1,436,043
Delizia Ranch Retail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Laurel Ranch Retail	\$ 601,994	\$ 1,755,817	\$ 200,665	\$ 160,532	\$ 1,234,088	\$ 638,783
Jacuzzi Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Delizia Ranch Retail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Laurel Ranch Retail	\$ 261,929	\$ 763,960	\$ 87,310	\$ 69,848	\$ 536,954	\$ 277,936
Delizia Ranch Retail	\$ 73,335	\$ 213,895	\$ 24,445	\$ 19,556	\$ 150,338	\$ 77,817
Laurel Ranch Retail	\$ 27,870	\$ 81,289	\$ 9,290	\$ 7,432	\$ 57,134	\$ 29,574
CUMULATIVE	\$ 2,318,468	\$ 6,762,199	\$ 772,823	\$ 618,258	\$ 4,752,860	\$ 2,460,152
CUMULATIVE	\$ 12,880,38	\$ 12,880,38				

- [1] Wicklow Way to the South Boundary of East Lone Tree Specific Plan (ELTSP) Phase II - By Others
- [2] Southern Boundary of ELTSP Phase II to Laurel Road Intersection. Frontage Lanes are the responsibility of fronting properties when they are ready for development
- [3] Laurel Road Intersection to the Northern Boundary of ELTSP, including the Contra Costa Water District Canal Crossing
- [4] CCP Property, formerly SU Property - By Others
- [5] Nelson Ranch Property - By Others
- [6] North of Nelson Ranch to the Highway 160 Overpass - ELTSP Phase II Responsible for 1/2 Share of Costs for this segment
- [7] East Antioch Trail Extension, per Specific Plan - Section 4 Open Space
- [8] Final Design Items include: Topographic Surveys and Preliminary Planline Design
- [9] Costs include engineering design, geotechnical engineering, construction inspection, contract administration, ROW appraisals/acquisition services, utility coordination/relocation consulting and other "soft" costs. General incidentals are estimated at 25%.

ASB



Slatten Ranch Road
Preliminary Opinion of Probable Costs
ERU Summary - FUA2 EST-1335.xlsx

EQUIVALENT RESIDENTIAL UNIT (ERU) SUMMARY

Property	Land Use Designation [1]	Quantity	ERU Factor [2]	ERU [3]
Laurel Ranch - VTM	Residential (Residential Units)	180	1	180
Laurel Ranch - VTM	Community Retail (Acres)	9.9	6	60
Park Ridge - VTM	Residential (Residential Units)	525	1	525
Delizia Ranch LLC - Boundary	Community Retail (Acres)	7.94	6	48
City of Antioch	Public Facilities (Acres)	2.98	0	0
Jacuzzi Trust - Boundary [4]	Employment/Regional Commercial (Acres)	33.20	8	266
	Employment/Regional Commercial (Acres)	12.79	8	103
Nunn - Boundary [4]	Employment/Regional Commercial (Acres)	23.87	8	191
CCC - Boundary	Public Facilities (Acres)	7.01	0	0
CCCFCD - Boundary	Open Space (Acres)	56.59	0	0
CCCFCD - Boundary	Reg. Retail/Employment 'A' (Acres)	22.09	8	177
CCWD - Boundary	Public Facilities (Acres)	5.53	0	0
CUMULATIVE (ERU)				1,550

[1] Land Use Designations based on Specific Plan

[2] ERU Factor per Financing Plan

Public Facilities/Open Space = 0 units/acre

Employment = 4 units/acre

Community Retail = 6 units/acre

Regional Retail/Commercial = 8 units/acre

[3] ERU have been rounded up to the nearest whole number

[4] Areas with a Regional Commercial Overlay utilized Regional Commercial ERU Factor used

AS7

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Right-of-Way Summary - FUA2 EST-1335.xlsx

RIGHT-OF-WAY SUMMARY

Description	Owner	Quantity	Units	Unit Price [8]	Amount
Slatten Ranch Road Segment 1 [1]	ELTSP Phase I	1.10	AC	\$ 0	\$ 0
Slatten Ranch Road Segment 2 - Median and Center 2-Lanes [2]					
	Jacuzzi	2.05	AC	\$ 150,000	\$ 307,066
	Nunn	1.29	AC	\$ 150,000	\$ 194,128
	CCCFC & WCD	1.06	AC	\$ 150,000	\$ 159,227
	CCCFC & WCD (Lindsey Basin)	2.27	AC	\$ 150,000	\$ 340,066
Slatten Ranch Road Segment 2 - Frontage Lanes [2]					
	Jacuzzi	1.65	AC	\$ 150,000	\$ 247,934
	Nunn	1.04	AC	\$ 150,000	\$ 155,372
	CCCFC & WCD	0.85	AC	\$ 150,000	\$ 127,273
	CCCFC & WCD (Lindsey Basin)	1.65	AC	\$ 150,000	\$ 247,934
Slatten Ranch Road Segment 3 [3]	CCCFC & WCD	3.21	AC	\$ 150,000	\$ 481,500
Slatten Ranch Road Segment 4a [4]	Funded by CC-Contra Costa Investors	4.03	AC	\$ 0	\$ 0
Slatten Ranch Road Segment 4b [5]	Funded by Nelson Ranch	1.93	AC	\$ 0	\$ 0
Slatten Ranch Road Segment 5 [6]	State Route 4 Bypass Authority	3.25	AC	\$ 0	\$ 0
East Antioch Creek Trail [7]	No Right-of-Way Required	0.00	AC	\$ 0	\$ 0
CUMULATIVE		25.38	AC		\$ 2,260,500

[1] Right-of-way between Wicklow Way and the South Boundary of East Lone Tree Specific Plan (ELTSP) Phase II

[2] Right-of-way from the Southern Boundary of ELTSP Phase II to Laurel Road Intersection

[3]

[4] Right-of-way from Laurel Road Intersection to the Northern Boundary of ELTSP, including the Contra Costa Water District Canal Crossing

[5] Right-of-way through the CC-Contra Costa Investors Property, formerly SU Property

[6] Right-of-way through the Nelson Ranch Property

[7] Right-of-way North of Nelson Ranch to the Highway 160 Overpass

[8] No right-of-way is assumed to be associated with the extension of the East Antioch Trail

[8] Right-of-Way costs are assumed to be:

Parcels within ELTSP Phase II	\$	150,000
Parcels beyond ELTSP Phase II	\$	0

ASB

INFRASTRUCTURE SUMMARY

Description	Sewer	Potable Water	Drainage	Dry Utilities	Streetwork	Concrete	Miscellaneous [8]	Cumulative
Slatten Segment 1 [1]	\$ -	\$ -	\$ -	\$ -	\$ 125,345	\$ 71,045	\$ 30,000	\$ 226,390
Slatten Segment 2 - Median and Center 2-Lanes [2]	\$ 314,496	\$ 684,000	\$ 2,554,271	\$ 1,212,750	\$ 3,181,090	\$ 279,907	\$ 96,000	\$ 8,322,514
Slatten Segment 2 - Frontage Lanes [2]	\$ -	\$ -	\$ -	\$ -	\$ 2,358,469	\$ 994,752	\$ 30,000	\$ 3,383,221
Slatten Segment 3 [3]	\$ -	\$ 180,198	\$ 633,548	\$ 287,595	\$ 2,220,591	\$ 217,639	\$ 126,000	\$ 3,665,572
Slatten Segment 4a [4]	\$ -	\$ 374,454	\$ 817,074	\$ 509,355	\$ 2,243,179	\$ 470,820	\$ 126,000	\$ 4,540,882
Slatten Segment 4b [5]	\$ -	\$ 181,494	\$ 394,338	\$ 293,832	\$ 891,641	\$ 226,205	\$ 126,000	\$ 2,113,510
Slatten Segment 5 [6]	\$ -	\$ 267,768	\$ 706,080	\$ 433,587	\$ 1,742,166	\$ 333,199	\$ 126,000	\$ 3,608,800
East Antioch Creek Trail [7]	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,200	\$ 30,000	\$ 505,200
CUMULATIVE	\$ 314,496	\$ 1,687,914	\$ 5,105,311	\$ 2,737,119	\$ 12,762,481	\$ 3,068,767	\$ 690,000	\$ 26,366,088

- [1] Wicklow Way to the South Boundary of East Lone Tree Specific Plan (ELTSP) Phase II. ELTSP Phase II Not Responsible for Costs associated with ELTSP Phase I
- [2] Southern Boundary of ELTSP Phase II to Laurel Road Intersection. Median and Center 2-Lanes is equal to the Full Road costs less Frontage Lanes costs
- [3] Laurel Road Intersection to the Northern Boundary of ELTSP, including the Contra Costa Water District Canal Crossing
- [4] CCP Property, formerly SU Property - ELTSP Phase II Not Responsible for any costs
- [5] Nelson Ranch Property - ELTSP Phase II Not Responsible for any costs
- [6] North of Nelson Ranch to the Highway 160 Overpass. ELTSP Phase II Responsible for 1/2 Share of Costs for this segment
- [7] East Antioch Trail Extension, per ELTSP - Section 4 Open Space
- [8] Miscellaneous Improvements are limited to costs associated with mobilization, traffic control measures, and segmentation costs, presuming each segment is improved separately
- [9] All values include 20% Contingency

ASG

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 1 - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Sanitary Sewer:

1	Connect to Existing Sanitary Sewer Main	0	EA	\$ 1,500.00	\$ -
2	Type II Standard Sanitary Sewer Manhole	0	EA	\$ 2,850.00	\$ -
3	Storm Drain Manhole - 48" and Under CIP	0	EA	\$ 3,100.00	\$ -
4	12" Sanitary Sewer, VCP	0	LF	\$ 60.00	\$ -
5	18" Sanitary Sewer, RCP	0	LF	\$ 105.00	\$ -
6	Plug & Mark Stubs	0	EA	\$ 400.00	\$ -
				Sanitary Sewer Subtotal:	\$ -

Potable Water:

7	Connect to Existing Potable Water Main	0	EA	\$ 4,500.00	\$ -
8	16" Water Transmission Main, DIP CL 50	0	LF	\$ 105.00	\$ -
9	Fire Hydrant Assembly	0	EA	\$ 4,500.00	\$ -
				Potable Water Subtotal:	\$ -

Storm Drainage:

10	Connect to Existing Storm Drain System	0	EA	\$ 1,500.00	\$ -
11	Type III Standard Storm Drain Manhole	0	EA	\$ 3,100.00	\$ -
12	Storm Drain Manhole - 52" and Over CIP	0	EA	\$ 4,200.00	\$ -
13	Field Inlet	0	EA	\$ 2,300.00	\$ -
14	Type C Catch Basin	0	EA	\$ 4,000.00	\$ -
15	24" Storm Drain, RCP CL III	0	LF	\$ 55.00	\$ -
16	C.3 Treatment and Flow Control Area (incl. sub drain system)	0	SF	\$ 50.00	\$ -
17	Bridge - Canal Crossing	0	EA	\$ 4,788,000.00	\$ -
				Storm Drainage Subtotal:	\$ -

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Job #: 13-1035-10
2016,11-08
SEH

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 1 - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Dry Utilities:

18	Street Lights (Lights/Wire/Transformer)	0	LF	\$ 60.00	\$ -
19	Traffic Signal Interconnect	0	LF	\$ 2.50	\$ -
20	Joint Utility Trench Conduit System	0	LF	\$ 130.00	\$ -

Dry Utilities Subtotal: \$ -

Streetwork:

21	Clearing and Grubbing	0.0	AC	\$ 1,500.00	\$ -
22	Earthwork - CUT	0.0	CY	\$ 4.00	\$ -
23	Earthwork - FILL	0.0	CY	\$ 6.00	\$ -
24	Erosion Control	0.0	AC	\$ 5,000.00	\$ -
25	Roadway Excavation	0	CY	\$ 0.10	\$ -
26	Roadway Finish Grading	0	SF	\$ 0.40	\$ -
27	2" Grind and AC Overlay	30,366	SF	\$ 2.36	\$ 71,663.76
28	Paving - (6.5" AC)	0	SF	\$ 4.42	\$ -
29	Paving - (20.5" AB)	0	SF	\$ 4.51	\$ -
30	Traffic Signal (4-way)	0	EA	\$ 350,000.00	\$ -
31	Median Landscaping	1,739	SF	\$ 4.50	\$ 7,825.50
32	Greenway Landscaping	4,721	SF	\$ 4.50	\$ 21,244.50
33	Street Barricade	0	EA	\$ 1,200.00	\$ -
34	Pedestrian Barricade	0	EA	\$ 400.00	\$ -
35	Survey Monuments	1	EA	\$ 500.00	\$ 500.00
36	Signage & Striping (per stripe)	2,147	LF	\$ 1.50	\$ 3,220.50

Streetwork Subtotal: \$ 104,454.26

Ab 1

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 1 - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Concrete:

37	Curb & Gutter (Vertical Reinforced)	14	LF	\$ 24.00	\$ 336.00
38	Barrier/Median Curb	102	LF	\$ 24.00	\$ 2,448.00
39	Monolithic Sidewalk (Measured Thru Ped. Ramps)	0	SF	\$ 7.00	\$ -
40	Detached Sidewalk (Measured Thru Ped. Ramps)	6,865	SF	\$ 8.00	\$ 54,920.00
41	Pedestrian and Bike Trail (8' Wide)	0	LF	\$ 165.00	\$ -
42	Pedestrian Ramps	0	EA	\$ 1,500.00	\$ -
43	Bus Shelter Pad	1	EA	\$ 1,500.00	\$ 1,500.00
Concrete Subtotal:					\$ 59,204.00

Miscellaneous:

44	Mobilization	0	EA	\$ 50,000.00	\$ -
45	Traffic Control Measures	0	EA	\$ 30,000.00	\$ -
Miscellaneous Subtotal:					\$ -

NOTES:

1.

<i>Estimate Subtotal:</i>	\$ 163,658.26
<i>Segmentation Cost:</i>	\$ 25,000.00
<i>20% Contingency:</i>	\$ 37,731.65
Estimated Project Total:	\$ 226,389.91

A602

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 2 - FULL ROAD - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Sanitary Sewer:

1	Connect to Existing Sanitary Sewer Main	3	EA	\$ 1,500.00	\$ 4,500.00
2	Type II Standard Sanitary Sewer Manhole	10	EA	\$ 2,850.00	\$ 28,500.00
3	Storm Drain Manhole - 48" and Under CIP	1	EA	\$ 3,100.00	\$ 3,100.00
4	12" Sanitary Sewer, VCP	3,438	LF	\$ 60.00	\$ 206,280.00
5	18" Sanitary Sewer, RCP	180	LF	\$ 105.00	\$ 18,900.00
6	Plug & Mark Stubs	2	EA	\$ 400.00	\$ 800.00
Sanitary Sewer Subtotal:					\$ 262,080.00

Potable Water:

7	Connect to Existing Potable Water Main	3	EA	\$ 4,500.00	\$ 13,500.00
8	16" Water Transmission Main, DIP CL 50	4,700	LF	\$ 105.00	\$ 493,500.00
9	Fire Hydrant Assembly	14	EA	\$ 4,500.00	\$ 63,000.00
Potable Water Subtotal:					\$ 570,000.00

Storm Drainage:

10	Connect to Existing Storm Drain System	0	EA	\$ 1,500.00	\$ -
11	Type III Standard Storm Drain Manhole	2	EA	\$ 3,100.00	\$ 6,200.00
12	Storm Drain Manhole - 52" and Over CIP	0	EA	\$ 4,200.00	\$ -
13	Field Inlet	16	EA	\$ 2,300.00	\$ 36,800.00
14	Type C Catch Basin	2	EA	\$ 4,000.00	\$ 8,000.00
15	24" Storm Drain, RCP CL III	4,787	LF	\$ 55.00	\$ 263,285.00
16	C.3 Treatment and Flow Control Area (incl. sub drain system)	36,285	SF	\$ 50.00	\$ 1,814,274.00
17	Bridge - Canal Crossing	0	EA	\$ 4,788,000.00	\$ -
Storm Drainage Subtotal:					\$ 2,128,559.00

A63

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 2 - FULL ROAD - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Dry Utilities:

18	Street Lights (Lights/Wire/Transformer)	5,250	LF	\$ 60.00	\$ 315,000.00
19	Traffic Signal Interconnect	5,250	LF	2.50	\$ 13,125.00
20	Joint Utility Trench Conduit System	5,250	LF	130.00	\$ 682,500.00

Dry Utilities Subtotal: \$ 1,010,625.00

Streetwork:

21	Clearing and Grubbing	11.9	AC	\$ 1,500.00	\$ 17,850.00
22	Earthwork - CUT	8,051.0	CY	\$ 4.00	\$ 32,204.00
23	Earthwork - FILL	151,236.0	CY	\$ 6.00	\$ 907,416.00
24	Erosion Control	11.9	AC	\$ 5,000.00	\$ 59,500.00
25	Roadway Excavation	40,057	CY	\$ 0.10	\$ 4,005.70
26	Roadway Finish Grading	288,922	SF	\$ 0.40	\$ 115,568.80
27	2" Grind and AC Overlay	0	SF	\$ 2.36	\$ -
28	Paving - (6.5" AC)	288,922	SF	\$ 4.42	\$ 1,277,035.24
29	Paving - (20.5" AB)	288,922	SF	\$ 4.51	\$ 1,303,038.22
30	Traffic Signal (4-way)	1	EA	\$ 350,000.00	\$ 350,000.00
31	Median Landscaping	62,745	SF	\$ 4.50	\$ 282,352.50
32	Greenway Landscaping	51,810	SF	\$ 4.50	\$ 233,145.00
33	Street Barricade	1	EA	\$ 1,200.00	\$ 1,200.00
34	Pedestrian Barricade	1	EA	\$ 400.00	\$ 400.00
35	Survey Monuments	5	EA	\$ 500.00	\$ 2,500.00
36	Signage & Striping (per stripe)	20,056	LF	\$ 1.50	\$ 30,084.00

Streetwork Subtotal: \$ 4,616,299.46

AGY



Job #: 13-1035-10
2016,11-08
SEH

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 2 - FULL ROAD - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
Concrete:					
37	Curb & Gutter (Vertical Reinforced)	9,420	LF	\$ 24.00	\$ 226,080.00
38	Barrier/Median Curb	9,469	LF	\$ 24.00	\$ 227,256.00
39	Monolithic Sidewalk (Measured Thru Ped. Ramps)	0	SF	\$ 7.00	\$ -
40	Detached Sidewalk (Measured Thru Ped. Ramps)	75,360	SF	\$ 8.00	\$ 602,880.00
41	Pedestrian and Bike Trail (8' Wide)	0	LF	\$ 165.00	\$ -
42	Pedestrian Ramps	4	EA	\$ 1,500.00	\$ 6,000.00
43	Bus Shelter Pad	0	EA	\$ 1,500.00	\$ -
Concrete Subtotal:					\$ 1,062,216.00

Miscellaneous:					
44	Mobilization	1	EA	\$ 50,000.00	\$ 50,000.00
45	Traffic Control Measures	1	EA	\$ 30,000.00	\$ 30,000.00
Miscellaneous Subtotal:					\$ 80,000.00

NOTES:
1.

<i>Estimate Subtotal:</i>	\$ 9,729,779.46
<i>Segmentation Cost:</i>	\$ 25,000.00
<i>20% Contingency:</i>	\$ 1,950,955.89
Estimated Project Total:	\$ 11,705,735.35

ALES



Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 2 - FRONTAGE ONLY - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Sanitary Sewer:

1	Connect to Existing Sanitary Sewer Main	0	EA	\$ 1,500.00	\$ -
2	Type II Standard Sanitary Sewer Manhole	0	EA	\$ 2,850.00	\$ -
3	Storm Drain Manhole - 48" and Under CIP	0	EA	\$ 3,100.00	\$ -
4	12" Sanitary Sewer, VCP	0	LF	\$ 60.00	\$ -
5	18" Sanitary Sewer, RCP	0	LF	\$ 105.00	\$ -
6	Plug & Mark Stubs	0	EA	\$ 400.00	\$ -
				Sanitary Sewer Subtotal:	\$ -

Potable Water:

7	Connect to Existing Potable Water Main	0	EA	\$ 4,500.00	\$ -
8	16" Water Transmission Main, DIP CL 50	0	LF	\$ 105.00	\$ -
9	Fire Hydrant Assembly	0	EA	\$ 4,500.00	\$ -
				Potable Water Subtotal:	\$ -

Storm Drainage:

10	Connect to Existing Storm Drain System	0	EA	\$ 1,500.00	\$ -
11	Type III Standard Storm Drain Manhole	0	EA	\$ 3,100.00	\$ -
12	Storm Drain Manhole - 52" and Over CIP	0	EA	\$ 4,200.00	\$ -
13	Field Inlet	0	EA	\$ 2,300.00	\$ -
14	Type C Catch Basin	0	EA	\$ 4,000.00	\$ -
15	24" Storm Drain, RCP CL III	0	LF	\$ 55.00	\$ -
16	C.3 Treatment and Flow Control Area (incl. sub drain system)	0	SF	\$ 50.00	\$ -
17	Bridge - Canal Crossing	0	EA	\$ 4,788,000.00	\$ -
				Storm Drainage Subtotal:	\$ -

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Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 2 - FRONTAGE ONLY - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
18	Street Lights (Lights/Wire/Transformer)	0	LF	\$ 60.00	\$ -
19	Traffic Signal Interconnect	0	LF	\$ 2.50	\$ -
20	Joint Utility Trench Conduit System	0	LF	\$ 130.00	\$ -

Dry Utilities Subtotal: \$ -

Streetwork:

21	Clearing and Grubbing	5.2	AC	\$ 1,500.00	\$ 7,785.12
22	Earthwork - CUT	4,628	CY	\$ 4.00	\$ 18,512.39
23	Earthwork - FILL	86,938	CY	\$ 6.00	\$ 521,625.83
24	Erosion Control	5.2	AC	\$ 5,000.00	\$ 25,950.41
25	Roadway Excavation	23,027	CY	\$ 0.10	\$ 2,302.67
26	Roadway Finish Grading	226,080	SF	\$ 0.40	\$ 90,432.00
27	2" Grind and AC Overlay	0	SF	\$ 2.36	\$ -
28	Paving - (6.5" AC)	117,750	SF	\$ 4.42	\$ 520,455.00
29	Paving - (20.5" AB)	117,750	SF	\$ 4.51	\$ 531,052.50
30	Traffic Signal (4-way)	0	EA	\$ 350,000.00	\$ -
31	Median Landscaping	0	SF	\$ 4.50	\$ -
32	Greenway Landscaping	51,810	SF	\$ 4.50	\$ 233,145.00
33	Street Barricade	0	EA	\$ 1,200.00	\$ -
34	Pedestrian Barricade	0	EA	\$ 400.00	\$ -
35	Survey Monuments	0	EA	\$ 500.00	\$ -
36	Signage & Striping (per stripe)	9,420	LF	\$ 1.50	\$ 14,130.00

Streetwork Subtotal: \$ 1,965,390.92

A67

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 2 - FRONTAGE ONLY - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Concrete:

37	Curb & Gutter (Vertical Reinforced)	9,420	LF	\$ 24.00	\$ 226,080.00
38	Barrier/Median Curb	0	LF	\$ 24.00	\$ -
39	Monolithic Sidewalk (Measured Thru Ped. Ramps)	0	SF	\$ 7.00	\$ -
40	Detached Sidewalk (Measured Thru Ped. Ramps)	75,360	SF	\$ 8.00	\$ 602,880.00
41	Pedestrian and Bike Trail (8' Wide)	0	LF	\$ 165.00	\$ -
42	Pedestrian Ramps	0	EA	\$ 1,500.00	\$ -
43	Bus Shelter Pad	0	EA	\$ 1,500.00	\$ -

Concrete Subtotal: \$ 828,960.00

Miscellaneous:

44	Mobilization	0	EA	\$ 50,000.00	\$ -
45	Traffic Control Measures	0	EA	\$ 30,000.00	\$ -

Miscellaneous Subtotal: \$ -

NOTES:

1. Right-of-Way 5.2 AC @ \$150,000 per AC

\$ 5.2 AC
150,000.00
778,512.40

Estimate Subtotal:	\$ 2,794,350.92
Segmentation Cost:	\$ 25,000.00
20% Contingency:	\$ 563,870.18
Estimated Project Total:	\$ 3,383,221.10

AB8



Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 3 - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Sanitary Sewer:

1	Connect to Existing Sanitary Sewer Main	0	EA	\$ 1,500.00	\$ -
2	Type II Standard Sanitary Sewer Manhole	0	EA	\$ 2,850.00	\$ -
3	Storm Drain Manhole - 48" and Under CIP	0	EA	\$ 3,100.00	\$ -
4	12" Sanitary Sewer, VCP	0	LF	\$ 60.00	\$ -
5	18" Sanitary Sewer, RCP	0	LF	\$ 105.00	\$ -
6	Plug & Mark Stubs	0	EA	\$ 400.00	\$ -
				Sanitary Sewer Subtotal:	\$ -

Potable Water:

7	Connect to Existing Potable Water Main	2	EA	\$ 4,500.00	\$ 9,000.00
8	16" Water Transmission Main, DIP CL 50	1,173	LF	\$ 105.00	\$ 123,165.00
9	Fire Hydrant Assembly	4	EA	\$ 4,500.00	\$ 18,000.00
				Potable Water Subtotal:	\$ 150,165.00

Storm Drainage:

10	Connect to Existing Storm Drain System	0	EA	\$ 1,500.00	\$ -
11	Type III Standard Storm Drain Manhole	0	EA	\$ 3,100.00	\$ -
12	Storm Drain Manhole - 52" and Over CIP	2	EA	\$ 4,200.00	\$ 8,400.00
13	Field Inlet	5	EA	\$ 2,300.00	\$ 11,500.00
14	Type C Catch Basin	0	EA	\$ 4,000.00	\$ -
15	24" Storm Drain, RCP CL III	367	LF	\$ 55.00	\$ 20,185.00
16	C.3 Treatment and Flow Control Area (incl. sub drain system)	9,757	SF	\$ 50.00	\$ 487,872.00
17	Bridge - Canal Crossing	0	EA	\$ 4,788,000.00	\$ -
				Storm Drainage Subtotal:	\$ 527,957.00

A69

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 3 - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Dry Utilities:

18	Street Lights (Lights/Wire/Transformer)	1,245	LF	\$ 60.00	\$ 74,700.00
19	Traffic Signal Interconnect	1,245	LF	2.50	\$ 3,112.50
20	Joint Utility Trench Conduit System	1,245	LF	130.00	\$ 161,850.00

Dry Utilities Subtotal: \$ 239,662.50

Streetwork:

21	Clearing and Grubbing	3.2	AC	\$ 1,500.00	\$ 4,800.00
22	Earthwork - CUT	0.0	CY	4.00	\$ -
23	Earthwork - FILL	160,270.0	CY	6.00	\$ 961,620.00
24	Erosion Control	3.2	AC	5,000.00	\$ 16,000.00
25	Roadway Excavation	10,170	CY	0.10	\$ 1,017.00
26	Roadway Finish Grading	64,683	SF	0.40	\$ 25,873.20
27	2" Grind and AC Overlay	0	SF	2.36	\$ -
28	Paving - (6.5" AC)	64,683	SF	4.42	\$ 285,898.86
29	Paving - (20.5" AB)	64,683	SF	4.51	\$ 291,720.33
30	Traffic Signal (4-way)	0	EA	350,000.00	\$ -
31	Median Landscaping	17,481	SF	4.50	\$ 78,664.50
32	Greenway Landscaping	39,213	SF	4.50	\$ 176,458.50
33	Street Barricade	1	EA	1,200.00	\$ 1,200.00
34	Pedestrian Barricade	1	EA	400.00	\$ 400.00
35	Survey Monuments	1	EA	500.00	\$ 500.00
36	Signage & Striping (per stripe)	4,227	LF	1.50	\$ 6,340.50

Streetwork Subtotal: \$ 1,850,492.89

A70

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 3 - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Concrete:

37	Curb & Gutter (Vertical Reinforced)	2,328	LF	\$ 24.00	\$ 55,872.00
38	Barrier/Median Curb	2,381	LF	\$ 24.00	\$ 57,144.00
39	Monolithic Sidewalk (Measured Thru Ped. Ramps)	9,550	SF	\$ 7.00	\$ 66,850.00
40	Detached Sidewalk (Measured Thru Ped. Ramps)	0	SF	\$ 8.00	\$ -
41	Pedestrian and Bike Trail (8' Wide)	0	LF	\$ 165.00	\$ -
42	Pedestrian Ramps	0	EA	\$ 1,500.00	\$ -
43	Bus Shelter Pad	1	EA	\$ 1,500.00	\$ 1,500.00
Concrete Subtotal:					\$ 181,366.00

Miscellaneous:

44	Mobilization	1	EA	\$ 50,000.00	\$ 50,000.00
45	Traffic Control Measures	1	EA	\$ 30,000.00	\$ 30,000.00
Miscellaneous Subtotal:					\$ 80,000.00

NOTES:

1.

<i>Estimate Subtotal:</i>	\$ 3,029,643.39
<i>Segmentation Cost:</i>	\$ 25,000.00
<i>20% Contingency:</i>	\$ 610,928.68
<i>Estimated Project Total:</i>	\$ 3,665,572.07

A71



Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 4A - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Sanitary Sewer:

1	Connect to Existing Sanitary Sewer Main	0	EA	\$ 1,500.00	\$ -
2	Type II Standard Sanitary Sewer Manhole	0	EA	\$ 2,850.00	\$ -
3	Storm Drain Manhole - 48" and Under CIP	0	EA	\$ 3,100.00	\$ -
4	12" Sanitary Sewer, VCP	0	LF	\$ 60.00	\$ -
5	18" Sanitary Sewer, RCP	0	LF	\$ 105.00	\$ -
6	Plug & Mark Strubs	0	EA	\$ 400.00	\$ -
				Sanitary Sewer Subtotal:	\$ -

Potable Water:

7	Connect to Existing Potable Water Main	1	EA	\$ 4,500.00	\$ 4,500.00
8	16" Water Transmission Main, DIP CL 50	2,629	LF	\$ 105.00	\$ 276,045.00
9	Fire Hydrant Assembly	7	EA	\$ 4,500.00	\$ 31,500.00
				Potable Water Subtotal:	\$ 312,045.00

Storm Drainage:

10	Connect to Existing Storm Drain System	3	EA	\$ 1,500.00	\$ 4,500.00
11	Type III Standard Storm Drain Manhole	1	EA	\$ 3,100.00	\$ 3,100.00
12	Storm Drain Manhole - 52" and Over CIP	3	EA	\$ 4,200.00	\$ 12,600.00
13	Field Inlet	5	EA	\$ 2,300.00	\$ 11,500.00
14	Type C Catch Basin	2	EA	\$ 4,000.00	\$ 8,000.00
15	24" Storm Drain, RCP CL III	229	LF	\$ 55.00	\$ 12,595.00
16	C.3 Treatment and Flow Control Area (incl. sub drain system)	12,572	SF	\$ 50.00	\$ 628,600.00
17	Bridge - Canal Crossing	0	EA	\$ 4,788,000.00	\$ -
				Storm Drainage Subtotal:	\$ 680,895.00

A72



Slatten Ranch Road
 Preliminary Opinion of Probable Costs
 Segment 4A - FUA2 EST-1335.xlsx

Job #: 13-1035-10
 2016,11-08
 SEH

Preliminary Opinion of Probable Costs
 Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Dry Utilities:

18	Street Lights (Lights/Wire/Transformer)	2,205	LF	\$ 60.00	\$ 132,300.00
19	Traffic Signal Interconnect	2,205	LF	\$ 2.50	\$ 5,512.50
20	Joint Utility Trench Conduit System	2,205	LF	\$ 130.00	\$ 286,650.00

Dry Utilities Subtotal: \$ 424,462.50

Streetwork:

21	Clearing and Grubbing	4.1	AC	\$ 1,500.00	\$ 6,150.00
22	Earthwork - CUT	6,043.0	CY	\$ 4.00	\$ 24,172.00
23	Earthwork - FILL	60,822.0	CY	\$ 6.00	\$ 364,932.00
24	Erosion Control	4.1	AC	\$ 5,000.00	\$ 20,500.00
25	Roadway Excavation	15,112	CY	\$ 0.10	\$ 1,511.20
26	Roadway Finish Grading	98,507	SF	\$ 0.40	\$ 39,402.80
27	2" Grind and AC Overlay	0	SF	\$ 2.36	\$ -
28	Paving - (6.5" AC)	98,507	SF	\$ 4.42	\$ 435,400.94
29	Paving - (20.5" AB)	98,507	SF	\$ 4.51	\$ 444,266.57
30	Traffic Signal (4-way)	1	EA	\$ 350,000.00	\$ 350,000.00
31	Median Landscaping	33,915	SF	\$ 4.50	\$ 152,617.50
32	Greenway Landscaping	3,909	SF	\$ 4.50	\$ 17,590.50
33	Street Barricade	2	EA	\$ 1,200.00	\$ 2,400.00
34	Pedestrian Barricade	1	EA	\$ 400.00	\$ 400.00
35	Survey Monuments	3	EA	\$ 500.00	\$ 1,500.00
36	Signage & Striping (per stripe)	5,648	LF	\$ 1.50	\$ 8,472.00

Streetwork Subtotal: \$ 1,869,315.51

A73



Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 4A - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Concrete:

37	Curb & Gutter (Vertical Reinforced)	5,246	LF	\$ 24.00	\$ 125,904.00
38	Barrier/Median Curb	5,043	LF	\$ 24.00	\$ 121,032.00
39	Monolithic Sidewalk (Measured Thru Ped. Ramps)	19,702	SF	\$ 7.00	\$ 137,914.00
40	Detached Sidewalk (Measured Thru Ped. Ramps)	0	SF	\$ 8.00	\$ -
41	Pedestrian and Bike Trail (8' Wide)	0	LF	\$ 165.00	\$ -
42	Pedestrian Ramps	4	EA	\$ 1,500.00	\$ 6,000.00
43	Bus Shelter Pad	1	EA	\$ 1,500.00	\$ 1,500.00
Concrete Subtotal:					\$ 392,350.00

Miscellaneous:

44	Mobilization	1	EA	\$ 50,000.00	\$ 50,000.00
45	Traffic Control Measures	1	EA	\$ 30,000.00	\$ 30,000.00
Miscellaneous Subtotal:					\$ 80,000.00

NOTES:

- 4-way intersection is discounted by 25% for 3-way intersection at Wild Horse Road.

<i>Estimate Subtotal:</i>	\$ 3,759,068.01
<i>Segmentation Cost:</i>	\$ 25,000.00
<i>20% Contingency:</i>	\$ 756,813.60
Estimated Project Total:	\$ 4,540,881.61

A74

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 4B - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Sanitary Sewer:

1	Connect to Existing Sanitary Sewer Main	0	EA	\$ 1,500.00	\$ -
2	Type II Standard Sanitary Sewer Manhole	0	EA	\$ 2,850.00	\$ -
3	Storm Drain Manhole - 48" and Under CIP	0	EA	\$ 3,100.00	\$ -
4	12" Sanitary Sewer, VCP	0	LF	\$ 60.00	\$ -
5	18" Sanitary Sewer, RCP	0	LF	\$ 105.00	\$ -
6	Plug & Mark Stubs	0	EA	\$ 400.00	\$ -
				Sanitary Sewer Subtotal:	\$ -

Potable Water:

7	Connect to Existing Potable Water Main	1	EA	\$ 4,500.00	\$ 4,500.00
8	16" Water Transmission Main, DIP CL 50	1,269	LF	\$ 105.00	\$ 133,245.00
9	Fire Hydrant Assembly	3	EA	\$ 4,500.00	\$ 13,500.00
				Potable Water Subtotal:	\$ 151,245.00

Storm Drainage:

10	Connect to Existing Storm Drain System	2	EA	\$ 1,500.00	\$ 3,000.00
11	Type III Standard Storm Drain Manhole	0	EA	\$ 3,100.00	\$ -
12	Storm Drain Manhole - 52" and Over CIP	2	EA	\$ 4,200.00	\$ 8,400.00
13	Field Inlet	3	EA	\$ 2,300.00	\$ 6,900.00
14	Type C Catch Basin	0	EA	\$ 4,000.00	\$ -
15	24" Storm Drain, RCP CL III	303	LF	\$ 55.00	\$ 16,665.00
16	C.3 Treatment and Flow Control Area (incl. sub drain system)	5,873	SF	\$ 50.00	\$ 293,650.00
17	Bridge - Canal Crossing	0	EA	\$ 4,788,000.00	\$ -
				Storm Drainage Subtotal:	\$ 328,615.00

A75



Slatten Ranch Road
 Preliminary Opinion of Probable Costs
 Segment 4B - FUA2 EST-1335.xlsx

Job #: 13-1035-10
 2016,11-08
 SEH

Preliminary Opinion of Probable Costs
 Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Dry Utilities:

18	Street Lights (Lights/Wire/Transformer)	1,272	LF	\$ 60.00	\$ 76,320.00
19	Traffic Signal Interconnect	1,272	LF	\$ 2.50	\$ 3,180.00
20	Joint Utility Trench Conduit System	1,272	LF	\$ 130.00	\$ 165,360.00

Dry Utilities Subtotal: \$ 244,860.00

Streetwork:

21	Clearing and Grubbing	6.0	AC	\$ 1,500.00	\$ 9,000.00
22	Earthwork - CUT	20.0	CY	\$ 4.00	\$ 80.00
23	Earthwork - FILL	33,144.0	CY	\$ 6.00	\$ 198,864.00
24	Erosion Control	6.0	AC	\$ 5,000.00	\$ 30,000.00
25	Roadway Excavation	7,161	CY	\$ 0.10	\$ 716.10
26	Roadway Finish Grading	43,245	SF	\$ 0.40	\$ 17,298.00
27	2" Grind and AC Overlay	0	SF	\$ 2.36	\$ -
28	Paving - (6.5" AC)	43,245	SF	\$ 4.42	\$ 191,142.90
29	Paving - (20.5" AB)	43,245	SF	\$ 4.51	\$ 195,034.95
30	Traffic Signal (4-way)	0	EA	\$ 350,000.00	\$ -
31	Median Landscaping	19,079	SF	\$ 4.50	\$ 85,855.50
32	Greenway Landscaping	1,917	SF	\$ 4.50	\$ 8,626.50
33	Street Barricade	1	EA	\$ 1,200.00	\$ 1,200.00
34	Pedestrian Barricade	1	EA	\$ 400.00	\$ 400.00
35	Survey Monuments	2	EA	\$ 500.00	\$ 1,000.00
36	Signage & Striping (per stripe)	2,544	LF	\$ 1.50	\$ 3,816.00

Streetwork Subtotal: \$ 743,033.95

A76

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 4B - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Concrete:

37	Curb & Gutter (Vertical Reinforced)	2,544	LF	\$ 24.00	\$ 61,056.00
38	Barrier/Median Curb	2,543	LF	\$ 24.00	\$ 61,032.00
39	Monolithic Sidewalk (Measured Thru Ped. Ramps)	9,488	SF	\$ 7.00	\$ 66,416.00
40	Detached Sidewalk (Measured Thru Ped. Ramps)	0	SF	\$ 8.00	\$ -
41	Pedestrian and Bike Trail (8' Wide)	0	LF	\$ 165.00	\$ -
42	Pedestrian Ramps	0	EA	\$ 1,500.00	\$ -
43	Bus Shelter Pad	0	EA	\$ 1,500.00	\$ -
Concrete Subtotal:					\$ 188,504.00

Miscellaneous:

44	Mobilization	1	EA	\$ 50,000.00	\$ 50,000.00
45	Traffic Control Measures	1	EA	\$ 30,000.00	\$ 30,000.00
Miscellaneous Subtotal:					\$ 80,000.00

NOTES:

- 4-way intersection is discounted by 25% for 3-way intersection at Wild Horse Road.

<i>Estimate Subtotal:</i>	\$ 1,736,257.95
<i>Segmentation Cost:</i>	\$ 25,000.00
<i>20% Contingency:</i>	\$ 352,251.59
Estimated Project Total:	\$ 2,113,509.54

A77

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 5 - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Sanitary Sewer:

1	Connect to Existing Sanitary Sewer Main	0	EA	\$ 1,500.00	\$ -
2	Type II Standard Sanitary Sewer Manhole	0	EA	\$ 2,850.00	\$ -
3	Storm Drain Manhole - 48" and Under CIP	0	EA	\$ 3,100.00	\$ -
4	12" Sanitary Sewer, VCP	0	LF	\$ 60.00	\$ -
5	18" Sanitary Sewer, RCP	0	LF	\$ 105.00	\$ -
6	Plug & Mark Stubs	0	EA	\$ 400.00	\$ -
				Sanitary Sewer Subtotal:	\$ -

Potable Water:

7	Connect to Existing Potable Water Main	1	EA	\$ 4,500.00	\$ 4,500.00
8	16" Water Transmission Main, DIP CL 50	1,868	LF	\$ 105.00	\$ 196,140.00
9	Fire Hydrant Assembly	5	EA	\$ 4,500.00	\$ 22,500.00
				Potable Water Subtotal:	\$ 223,140.00

Storm Drainage:

10	Connect to Existing Storm Drain System	1	EA	\$ 1,500.00	\$ 1,500.00
11	Type III Standard Storm Drain Manhole	1	EA	\$ 3,100.00	\$ 3,100.00
12	Storm Drain Manhole - 52" and Over CIP	0	EA	\$ 4,200.00	\$ -
13	Field Inlet	4	EA	\$ 2,300.00	\$ 9,200.00
14	Type C Catch Basin	0	EA	\$ 4,000.00	\$ -
15	24" Storm Drain, RCP CL III	1,430	LF	\$ 55.00	\$ 78,650.00
16	C.3 Treatment and Flow Control Area (incl. sub drain system)	9,919	SF	\$ 50.00	\$ 495,950.00
17	Bridge - Canal Crossing	0	EA	\$ 4,788,000.00	\$ -
				Storm Drainage Subtotal:	\$ 588,400.00

A78



Job #: 13-1035-10
2016,11-08
SEH

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 5 - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Dry Utilities:

18	Street Lights (Lights/Wire/Transformer)	1,877	LF	\$ 60.00	\$ 112,620.00
19	Traffic Signal Interconnect	1,877	LF	\$ 2.50	\$ 4,692.50
20	Joint Utility Trench Conduit System	1,877	LF	\$ 130.00	\$ 244,010.00

Dry Utilities Subtotal: \$ 361,322.50

Streetwork:

21	Clearing and Grubbing	3.3	AC	\$ 1,500.00	\$ 4,950.00
22	Earthwork - CUT	39,273.0	CY	\$ 4.00	\$ 157,092.00
23	Earthwork - FILL	74,872.0	CY	\$ 6.00	\$ 449,232.00
24	Erosion Control	3.3	AC	\$ 5,000.00	\$ 16,500.00
25	Roadway Excavation	12,336	CY	\$ 0.10	\$ 1,233.60
26	Roadway Finish Grading	63,720	SF	\$ 0.40	\$ 25,488.00
27	2" Grind and AC Overlay	0	SF	\$ 2.36	\$ -
28	Paving - (6.5" AC)	63,720	SF	\$ 4.42	\$ 281,642.40
29	Paving - (20.5" AB)	63,720	SF	\$ 4.51	\$ 287,377.20
30	Traffic Signal (4-way)	0	EA	\$ 350,000.00	\$ -
31	Median Landscaping	46,187	SF	\$ 4.50	\$ 207,841.50
32	Greenway Landscaping	2,828	SF	\$ 4.50	\$ 12,726.00
33	Street Barricade	1	EA	\$ 1,200.00	\$ 1,200.00
34	Pedestrian Barricade	1	EA	\$ 400.00	\$ 400.00
35	Survey Monuments	1	EA	\$ 500.00	\$ 500.00
36	Signage & Striping (per stripe)	3,748	LF	\$ 1.50	\$ 5,622.00

Streetwork Subtotal: \$ 1,451,804.70

A79

Slatten Ranch Road
Preliminary Opinion of Probable Costs
Segment 5 - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
Concrete:					
37	Curb & Gutter (Vertical Reinforced)	3,748	LF	\$ 24.00	\$ 89,952.00
38	Barrier/Median Curb	3,748	LF	\$ 24.00	\$ 89,952.00
39	Monolithic Sidewalk (Measured Thru Ped. Ramps)	13,966	SF	\$ 7.00	\$ 97,762.00
40	Detached Sidewalk (Measured Thru Ped. Ramps)	0	SF	\$ 8.00	\$ -
41	Pedestrian and Bike Trail (8' Wide)	0	LF	\$ 165.00	\$ -
42	Pedestrian Ramps	0	EA	\$ 1,500.00	\$ -
43	Bus Shelter Pad	0	EA	\$ 1,500.00	\$ -
Concrete Subtotal:					\$ 277,666.00

Miscellaneous:

44	Mobilization	1	EA	\$ 50,000.00	\$ 50,000.00
45	Traffic Control Measures	1	EA	\$ 30,000.00	\$ 30,000.00
Miscellaneous Subtotal:					\$ 80,000.00

NOTES:

1.

<i>Estimate Subtotal:</i>	\$ 2,982,333.20
<i>Segmentation Cost:</i>	\$ 25,000.00
<i>20% Contingency:</i>	\$ 601,466.64
Estimated Project Total:	\$ 3,608,799.84

AS

Slatten Ranch Road
Preliminary Opinion of Probable Costs
East Antioch Trail - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Sanitary Sewer:

1	Connect to Existing Sanitary Sewer Main	0	EA	\$ 1,500.00	\$ -
2	Type II Standard Sanitary Sewer Manhole	0	EA	\$ 2,850.00	\$ -
3	Storm Drain Manhole - 48" and Under CIP	0	EA	\$ 3,100.00	\$ -
4	12" Sanitary Sewer, VCP	0	LF	\$ 60.00	\$ -
5	18" Sanitary Sewer, RCP	0	LF	\$ 105.00	\$ -
6	Plug & Mark Stubs	0	EA	\$ 400.00	\$ -
				Sanitary Sewer Subtotal:	\$ -

Potable Water:

7	Connect to Existing Potable Water Main	0	EA	\$ 4,500.00	\$ -
8	16" Water Transmission Main, DIP CL 50	0	LF	\$ 105.00	\$ -
9	Fire Hydrant Assembly	0	EA	\$ 4,500.00	\$ -
				Potable Water Subtotal:	\$ -

Storm Drainage:

10	Connect to Existing Storm Drain System	0	EA	\$ 1,500.00	\$ -
11	Type III Standard Storm Drain Manhole	0	EA	\$ 3,100.00	\$ -
12	Storm Drain Manhole - 52" and Over CIP	0	EA	\$ 4,200.00	\$ -
13	Field Inlet	0	EA	\$ 2,300.00	\$ -
14	Type C Catch Basin	0	EA	\$ 4,000.00	\$ -
15	24" Storm Drain, RCP CL III	0	LF	\$ 55.00	\$ -
16	C.3 Treatment and Flow Control Area (incl. sub drain system)	0	SF	\$ 50.00	\$ -
17	Bridge - Canal Crossing	0	EA	\$ 4,788,000.00	\$ -
				Storm Drainage Subtotal:	\$ -

AS1



Job #: 13-1035-10
2016,11-08
SEH

Slatten Ranch Road
Preliminary Opinion of Probable Costs
East Antioch Trail - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Dry Utilities:

18	Street Lights (Lights/Wire/Transformer)	0	LF	\$ 60.00	\$ -
19	Traffic Signal Interconnect	0	LF	\$ 2.50	\$ -
20	Joint Utility Trench Conduit System	0	LF	\$ 130.00	\$ -

Dry Utilities Subtotal: \$ -

Streetwork:

21	Clearing and Grubbing	0.0	AC	\$ 1,500.00	\$ -
22	Earthwork - CUT	0.0	CY	\$ 4.00	\$ -
23	Earthwork - FILL	0.0	CY	\$ 6.00	\$ -
24	Erosion Control	0.0	AC	\$ 5,000.00	\$ -
25	Roadway Excavation	0	CY	\$ 0.10	\$ -
26	Roadway Finish Grading	0	SF	\$ 0.40	\$ -
27	2" Grind and AC Overlay	0	SF	\$ 2.36	\$ -
28	Paving - (6.5" AC)	0	SF	\$ 4.42	\$ -
29	Paving - (20.5" AB)	0	SF	\$ 4.51	\$ -
30	Traffic Signal (4-way)	0	EA	\$ 350,000.00	\$ -
31	Median Landscaping	0	SF	\$ 4.50	\$ -
32	Greenway Landscaping	0	SF	\$ 4.50	\$ -
33	Street Barricade	0	EA	\$ 1,200.00	\$ -
34	Pedestrian Barricade	0	EA	\$ 400.00	\$ -
35	Survey Monuments	0	EA	\$ 500.00	\$ -
36	Signage & Striping (per stripe)	0	LF	\$ 1.50	\$ -

Streetwork Subtotal: \$ -

Slatten Ranch Road
Preliminary Opinion of Probable Costs
East Antioch Trail - FUA2 EST-1335.xlsx

Preliminary Opinion of Probable Costs
Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
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Concrete:

37	Curb & Gutter (Vertical Reinforced)	0	LF	\$ 24.00	\$ -
38	Barrier/Median Curb	0	LF	\$ 24.00	\$ -
39	Monolithic Sidewalk (Measured Thru Ped. Ramps)	0	SF	\$ 7.00	\$ -
40	Detached Sidewalk (Measured Thru Ped. Ramps)	0	SF	\$ 8.00	\$ -
41	Pedestrian and Bike Trail (8' Wide)	2,400	LF	\$ 165.00	\$ 396,000.00
42	Pedestrian Ramps	0	EA	\$ 1,500.00	\$ -
43	Bus Shelter Pad	0	EA	\$ 1,500.00	\$ -
Concrete Subtotal:					\$ 396,000.00

Miscellaneous:

44	Mobilization	0	EA	\$ 50,000.00	\$ -
45	Traffic Control Measures	0	EA	\$ 30,000.00	\$ -
Miscellaneous Subtotal:					\$ -

NOTES:

1.

<i>Estimate Subtotal:</i>	\$	396,000.00
<i>Segmentation Cost:</i>	\$	25,000.00
<i>20% Contingency:</i>	\$	84,200.00
Estimated Project Total:	\$	505,200.00

A83

EXHIBIT O: Original Land Use Program

LAND USE PROGRAM*

District	Acres	ASSUMED # OF EQUIVALENT RESIDENTIAL UNITS/ACRE	ASSUMED # OF UNITS
RL LOW DENSITY RESIDENTIAL	135.1	—	SINGLE FAMILY 1000
RM MEDIUM-LOW DENSITY RESIDENTIAL	90.6	—	MULTI-FAMILY 225 x .8
RH MEDIUM HIGH DENSITY RESIDENTIAL	15.6	—	COMMERCIAL 430
E EMPLOYMENT	98.3	4	EMPLOYMENT 393
CN COMMUNITY RETAIL	23.5	8	COM/EMPLOY. 357
CR REGIONAL RETAIL	30.2	8	SCHOOL 45
CR/E REGIONAL RETAIL / EMPLOYMENT	48.1	6	TOTAL 2405
CE EMPLOYMENT RETAIL	11.4	6	
S SCHOOL	11.3	4	
FP PUBLIC FACILITY	10.7	—	
P PARK	8.0	—	
O OPEN SPACE	128.3	—	
W WATER DISTRICT LANDS	34.9	—	
ROUTE 4 BYPASS	82.5	—	
ARTERIALS & COLLECTORS	50.0	—	
Total	778.5 AC.		

Figure TA-11

LAND USE PROGRAM

*Sec. 3:1 of East Long Tree Specific Plan
Volume 1, Adopted May 1996

AS4



Slatten Ranch Road

EQUIVALENT RESIDENTIAL UNIT (ERU) SUMMARY

Property	Land Use Designation [1]	Quantity	ERU Factor [2]	ERU [3]
Laurel Ranch - VTM	Residential (Residential Units)	180	1	180
Laurel Ranch - VTM	Community Retail (Acres)	9.9	6	60
Park Ridge - VTM	Residential (Residential Units)	525	1	525
Delizia Ranch LLC - Boundary	Community Retail (Acres)	7.94	6	48
City of Antioch	Public Facilities (Acres)	2.98	0	0
Jacuzzi Trust - Boundary [4]	Employment/Regional Commercial (Acres)	33.20	8	266
Nunn - Boundary [4]	Employment/Regional Commercial (Acres)	12.79	8	103
CCC - Boundary	Employment/Regional Commercial (Acres)	23.87	8	191
CCCFCFCD - Boundary	Public Facilities (Acres)	7.01	0	0
CCCFCFCD - Boundary	Open Space (Acres)	56.59	0	0
CCCFCFCD - Boundary	Reg. Retail/Employment 'A' (Acres)	22.09	8	177
CCWD - Boundary	Public Facilities (Acres)	5.53	0	0
CUMULATIVE (ERU)				1,550

[1] Land Use Designations based on Specific Plan

[2] ERU Factor per Financing Plan

Public Facilities/Open Space = 0 units/acre

Employment = 4 units/acre

Community Retail = 6 units/acre

Regional Retail/Commercial = 8 units/acre

[3] ERU have been rounded up to the nearest whole number

[4] Areas with a Regional Commercial Overlay utilized Regional Commercial ERU Factor used

A85



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mike Bechtholdt, Deputy Public Works Director

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

SUBJECT: Vehicle Replacement Purchase

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution to approve vehicle replacements in the Police and Public Works Departments and authorize the City Manager or his designee to enter into an agreement with All Star Ford, Pittsburg, CA to purchase nine Police vehicles for a total cost not to exceed \$278,229.88 and two Public Works utility trucks for a total cost not to exceed \$56,893.10.

STRATEGIC PURPOSE

The Police vehicles support Strategy A-1 in the Strategic Plan by providing adequate and reliable police vehicle inventory. The Public Work utility trucks support Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and continuing to comply with regulatory requirements in that these vehicles are assigned to Public Works operations divisions.

FISCAL IMPACT

These expenditures are included in the approved fiscal year 2016/17 Vehicle Replacement Fund budget for the Public Works vehicles and in the 2016/17 Police Department budget to be funded from Measure C. 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 vehicles at or beyond their useful life.

<u>Vehicle</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Department</u>
683	2001	Ford	F350	Public Works - Operations
268	2003	Ford	F250	Public Works - Operations
744	2008	Ford	Crown Victoria	Police – Patrol
1324	2009	Ford	Crown Victoria	Police – Patrol
1326	2011	Ford	Crown Victoria	Police – Patrol

1332	2011	Ford	Crown Victoria	Police – Patrol
1334	2011	Ford	Crown Victoria	Police – Patrol
1340	2011	Ford	Crown Victoria	Police – Patrol
772	2000	Ford	Taurus	Police – Staff Sedan
795	2002	Ford	Taurus	Police – Staff Sedan
1302	2002	Ford	Explorer	Police – Staff Sedan

The Department of Public Works published the Ford Police and Public Works Vehicles request for bids on October 4, 2016; the bid closed on October 18, 2016. We solicited bids from five local dealerships. We received one complete and qualified submittal, one bidder declined and three bidders were non-responsive. All Star Ford of Pittsburg submitted a complete and competitive bid, the tabulation is attached.

Replacing these vehicles maintains the City's fleet that serves in the Public Works street maintenance operations and the Police patrol division in a safe and responsible manner. Replacing the heavy use vehicles at this time will reduce maintenance costs, vehicle emissions, and improved reliability. Timely replacement is critical to reducing overall costs and liability associated with an aging fleet, improves quality of service and improves productivity by reducing vehicle and equipment down time. There are no disadvantages of replacing these heavily used vehicles in the service of Police and Public Works.

ATTACHMENTS

- A. Resolution 2016/**
- B. Bid Tabulation

ATTACHMENT A

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE REPLACEMENT OF NINE POLICE VEHICLES AND TWO PUBLIC
WORKS UTILITY TRUCKS AND AUTHORIZING THE CITY MANAGER TO
PURCHASE THESE ELEVEN REPLACEMENT VEHICLES FROM
ALL STAR FORD OF PITTSBURG, CA**

WHEREAS, the City's Fleet Division annually assesses its inventory of vehicles and equipment in conjunction with the operational needs of each division and based on standard replacement criteria; and

WHEREAS, the City's Fleet Division maintains the City's fleet through timely replacement of vehicles and equipment that are beyond their useful life, which is critical in managing costs and liability associated with an aging fleet.

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the replacement of eleven City vehicles and authorizes the City Manager to purchase nine Police vehicles and two Public Works utility trucks from All Star Ford of Pittsburg, CA in the amount not to exceed \$335,123.

* * * * *

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 22nd day of November 2016, by the following vote:

AYES:

ABSENT:

NOES:

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



**FORD POLICE VEHICLES
 BID NO. 070-1004-16A
 BID TABULATION**

**ALL STAR FORD
 3800 CENTURY CT.
 PITTSBURG, CA 94565**

<u>GROUPS</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
GROUP A	FORD POLICE UTILITY INTERCEPTOR	\$33,091.04	4	\$132,364.16
GROUP B	FORD POLICE UTILITY INTERCEPTOR	\$33,448.56	2	\$66,897.12
GROUP C	FORD POLICE UTILITY INTERCEPTOR	\$27,343.47	2	\$54,686.94
GROUP D	FORD TAURUS (POLICE STAFF)	\$24,281.66	1	\$24,281.66
GROUP E	FORD F250 (PUBLIC WORKS UTILITY)	\$26,243.66	1	\$26,243.66
GROUP F	FORD F350 (PUBLIC WORKS UTILITY)	\$30,649.44	1	\$30,649.44
TOTALS:			11	\$335,122.98

NO BID: Walnut Creek Ford
 Walnut Creek, CA

NO RESPONSE: Bill Brandt Ford, Brentwood, CA
 Future Ford of Concord, Concord, CA
 Tracy Ford, Tracy, CA



STAFF REPORT TO THE CITY COUNCIL AND SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director

REVIEWED BY: Steve Duran, City Manager

SUBJECT: Bond Spending Plan and Agreement

RECOMMENDED ACTION

It is recommended that the City Council and City Council acting as Successor Agency to the Antioch Development Agency adopt the following resolutions:

- Resolution of the City Council of the City of Antioch approving a Bond Spending Plan and Bond Proceeds Expenditure Agreement with the Successor Agency to the Antioch Development Agency for use of excess bond proceeds remaining from the Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds
- Resolution of the Successor Agency to the Antioch Development Agency approving a Bond Spending Plan and Bond Proceeds Expenditure Agreement with the City of Antioch for use of excess bond proceeds remaining from the Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds

STRATEGIC PURPOSE

This action falls under Strategic Plan Long Term Goal H: Complete dissolution of Antioch Development Agency.

FISCAL IMPACT

In fiscal year 2018, the Successor Agency would transfer \$1,000,000 in excess bond proceeds it is holding to the City of Antioch for use on an approved project in accordance with the Bond Spending Plan. This money would not go into the General Fund, but rather a Capital Project or Special Revenue fund.

DISCUSSION

On February 1, 2012, all redevelopment agencies in California were abolished as a result of the passage of ABX1 26 (the Dissolution Act). As a result of this legislative action, the state Department of Finance (DOF) reviewed all transactions of the former Antioch Development Agency from January 1, 2011 up to the final dissolution date to determine if they were allowable transactions under the Dissolution Act and qualified as enforceable obligations of the former development agency.

As City Council is aware, there were some items the DOF disputed as being valid enforceable obligations, with the \$1M use of bond proceeds for the Markley Creek Culvert project in March 2011 being one of them. The DOF ordered the City to return the funds to the Successor Agency. The City had several meetings with the DOF to appeal the decision, but ultimately, the City had to transfer the money back to the Successor Agency last fiscal year.

Since the Successor Agency received a finding of completion in December 2015, it may now request the use of the returned bond proceeds in accordance with the bond covenants on a future Recognized Obligation Payment Schedule. In order to accomplish this, the City must approve a Bond Spending Plan for use of the bond proceeds and then the City and Successor Agency must enter into a Bond Proceeds Expenditure Agreement whereby the Successor Agency transfers the proceeds to the City for use on an authorized project (refer to Exhibit 2 of Attachments A & B). If approved by both the Oversight Board to the Successor Agency and the DOF, this will then become an enforceable obligation of the Successor Agency to be reported on the next Recognized Obligation Payment Schedule and the funds can be transferred to the City in fiscal year 2018.

The funds can only be used in a former redevelopment project area. Staff is proposing the following Bond Spending Plan:

- Infrastructure and/or other capital improvements within the former redevelopment area including but not limited to: street, curb, gutter and sidewalk, Americans with Disabilities Act (ADA), wet utilities, pedestrian and bicycle.

This wording allows the City some leeway in what the ultimate uses of the funds will be while meeting the criteria that the funds be used in a redevelopment project area to qualify as an allowable use of the funds. Exhibit 1 to Attachment A is a map of the former redevelopment project areas where the bond proceeds can be spent. If approved, staff will budget for the use of the funds in the upcoming budget cycle.

ATTACHMENTS

- A.** Resolution of the City Council of the City of Antioch approving a Bond Spending Plan and Bond Proceeds Expenditure Agreement with the Successor Agency to the Antioch Development Agency for use of excess bond proceeds remaining from the Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds
 - a. Exhibit 1 – Redevelopment Area Project Boundary Map
 - b. Exhibit 2 – Bond Proceeds Expenditure Agreement
- B.** Resolution of the Successor Agency to the Antioch Development Agency approving a Bond Spending Plan and Bond Proceeds Expenditure Agreement

with the City of Antioch for use of excess bond proceeds remaining from the Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds

- a. Exhibit 1 – Redevelopment Area Project Boundary Map
- b. Exhibit 2 – Bond Proceeds Expenditure Agreement

RESOLUTION NO. 2016/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
A BOND SPENDING PLAN AND BOND PROCEEDS EXPENDITURE
AGREEMENT WITH THE SUCCESSOR AGENCY TO THE ANTIOCH
DEVELOPMENT AGENCY FOR USE OF EXCESS BOND PROCEEDS
REMAINING FROM THE ANTIOCH PUBLIC FINANCING AUTHORITY 2002 A&B
LEASE REVENUE REFUNDING BONDS**

WHEREAS, the Successor Agency to the Antioch Development Agency has Excess Bond Proceeds from the Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds;

WHEREAS, the Successor Agency to the Antioch Development Agency desires to transfer these excess funds to the City of Antioch to undertake projects not previously funded and obligated by the Successor Agency which projects are consistent with the purposes for which the bonds were issued; and

WHEREAS, in order for the City to utilize these excess bond funds the City must adopt a Bond Spending Plan that is consistent with the purposes for which the bonds were sold; and

WHEREAS, in order to facilitate the use of Excess Bond Proceeds consistent with all applicable bond covenants, the Successor Agency and the City have negotiated a Bond Proceeds Expenditure Agreement (Exhibit 2) requiring the transfer of current and future excess bond proceeds by the Successor Agency to the City, and the City's use of such proceeds consistent with all applicable bond covenants

THEREFORE, BE IT RESOLVED:

A. That the City of Antioch hereby adopts the following Bond Spending Plan with respect to the use of the Antioch Public Financing Authority 2002 A&B Lease Refunding Bonds:

a. Infrastructure and/or other capital improvements within the former redevelopment area (Exhibit 1) including but not limited to: street, curb, gutter and sidewalk, Americans with Disabilities Act (ADA), wet utilities, pedestrian and bicycle.

B. That the City of Antioch hereby approves the Bond Proceeds Expenditure Agreement (Exhibit 2) with the Successor Agency to the Antioch Development Agency.

* * * * *

ATTACHMENT A

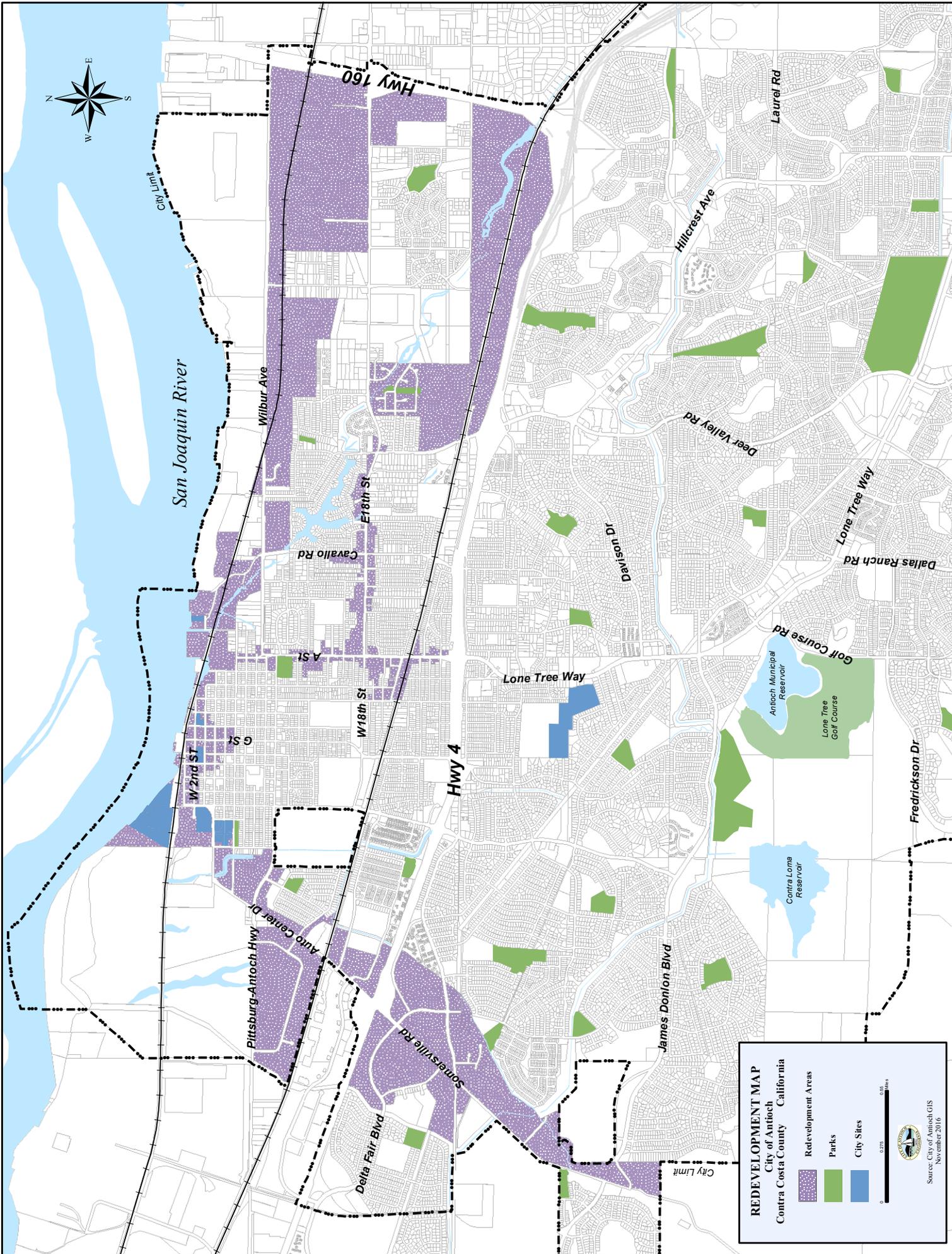
I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of November 2016, by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH



REDEVELOPMENT MAP
 City of Antioch
 Contra Costa County California

- Redevelopment Areas
- Parks
- City Sites

0 0.275 0.55 miles

Source: City of Antioch GIS
 November 2016

BOND PROCEEDS EXPENDITURE AGREEMENT

This BOND PROCEEDS EXPENDITURE AGREEMENT (“Agreement”) is entered into as of _____, 2016, by and between the City of Antioch, a municipal corporation (the "City"), and the Successor Agency to the Antioch Development Agency ("Successor Agency").

RECITALS

WHEREAS, under AB 1484, the Successor Agency has the authority to designate the use of remaining unspent Bond Proceeds that are not already committed to an enforceable obligation listed on an approved Recognized Obligation Payment Schedule (“ROPS”); and

WHEREAS, on January 24, 2012, pursuant to Resolution No. 2012/07, the City of Antioch elected to become the Successor Agency to the former Antioch Development Agency upon dissolution on February 1, 2012; and

WHEREAS, the Dissolution Act created an oversight board ("Oversight Board") to oversee the wind down of the Antioch Development Agency; and

WHEREAS, section 34191.4(c) of the Dissolution Act allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for the purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS"); and

WHEREAS, the successor Agency has proceeds from its Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds (“Excess Bond Proceeds”); and

WHEREAS, the Successor Agency desires to transfer its Excess Bond Proceeds to the City to enable the City to use such Excess Bond Proceeds in a manner consistent with the original bond covenants and to undertake projects that were not previously funded and obligated by the Successor Agency. The City has adopted a spending plan for using such Excess Bond Proceeds ("Bond Spending Plan") to advance the City's community development goals. The City Council and Successor Agency Board have found that the use of Excess Bond Proceeds in accordance with the Bond Spending Plan to fund projects that are of benefit to the Project Area including infrastructure and/or other capital improvements within the former redevelopment area including but not limited to: street, curb, gutter and sidewalk, Americans with Disabilities Act (ADA), wet utilities, pedestrian and bicycle is consistent with the purposes for which the bonds were issued and in the best interest of the Successor Agency.

WHEREAS, In order to facilitate the use of Excess Bond Proceeds consistent with all applicable bond covenants, the Successor Agency and the City have negotiated this Agreement requiring the transfer of current and future excess bond proceeds by the Successor Agency to the City, and the City's use of such proceeds consistent with all applicable bond covenants. The parties intend that this Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c) (2) (A) to be paid from Excess Bond Proceeds. With Oversight Board approval, the Successor Agency will list this Agreement, and the requirement to transfer excess bond proceeds herein, on the ROPS 17-18, as an obligation to be funded with Excess Bond Proceeds and if the ROPS is not approved by the Department of Finance, the Successor Agency will continue to list this Agreement on subsequent ROPS until approved by the California State Department of Finance; and

WHEREAS, pursuant to Health & Safety Code Section 34179(h), written notice about the approval of this Agreement by the Oversight Board is provided to the Department of Finance (DOF) and this Agreement becomes effective five (5) business days after notice has been provided to the DOF, pending a request for review by the DOF.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto do hereby agree as follows. The foregoing recitals are hereby incorporated by reference and made part of this Expenditure Agreement.

ARTICLE I.

SUCCESSOR AGENCY OBLIGATIONS

Section 1.01 Current Excess Bond Proceeds. The Successor Agency shall transfer to the City, no later than July 1, 2017, Excess Bond Proceeds currently held by the Successor Agency in an amount not to exceed \$1,000,000.

Section 1.02 Future Excess Bond Proceeds. The Successor Agency shall transfer to the City all future Excess Bond Proceeds held or received by the Successor Agency. Such future Excess Bond Proceeds shall include, without limitation, (1) Bond Proceeds previously obligated to a project or other Enforceable Obligation that become unobligated for any reason, (2) Bond Proceeds that become available in the form of rents, sale proceeds, loan repayments, or other revenues that are generated by properties or other assets acquired and/or improved with Bond Proceeds and that are not otherwise obligated to a project or other Enforceable Obligation, and (3) any other funds held by the Successor Agency that qualify as Excess Bond Proceeds under this Agreement.

The parties intend that payments of future Excess Bond Proceeds be made to the City as soon as possible after such Excess Bond Proceeds become available. The transfer of future Excess Bond Proceeds to the City shall be made pursuant to an approved ROPS within 30 days of the commencement of the relevant ROPS period or in the event of an amendment to a ROPS, within 30 days of approval of the amendment by the Department of

Finance. The Successor Agency shall be responsible for ensuring that payments of future Excess Bond Proceeds to the City, as such funds become available, are included on the next possible ROPS.

Section 1.03 Projects Funded by Excess Bond Proceeds. The Successor Agency assigns to the City all responsibilities in relation to the administration of any projects or programs funded by Excess Bond Proceeds. The Successor Agency assigns to the City all contracts entered into by the Successor Agency or the former Agency related to the expenditure of Excess Bond Proceeds and any activities to be funded by Excess Bond Proceeds, with the exception of those contracts relating to Enforceable Obligations, which shall be retained by the Successor Agency.

ARTICLE II.

CITY OBLIGATIONS

Section 2.01 Excess Bond Proceeds. The City shall accept, hold, and disburse Excess Bond Proceeds transferred to the City by the Successor Agency under this Agreement, including current Excess Bond Proceeds and future Excess Bond Proceeds. The City shall retain any Excess Bond Proceeds that it receives, without any obligation to return such funds to the Successor Agency, and shall use such funds for uses consistent with applicable bond covenants.

The City may spend Excess Bond Proceeds received or retained under this Agreement on any project, program, or activity authorized under the Bond Spending Plan. Notwithstanding anything to the contrary in this Agreement or the Bond Spending Plan, the City shall spend Excess Bond Proceeds consistent with the original bond covenants applicable to the particular Excess Bond Proceeds. The City shall be solely responsible for ensuring that Excess Bond Proceeds are maintained and spent in accordance with bond covenants and other applicable laws. The City may transfer funds between approved projects, programs and activities.

The City hereby assumes all contracts entered into by the Successor Agency or the former Agency related to the expenditure of Excess Bond Proceeds and any activities to be funded by Excess Bond Proceeds, with the exception of those contracts relating to Enforceable Obligations, which shall be retained by the Successor Agency. The City shall perform its obligations hereunder, and under such assumed contracts, in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each project commenced by the City pursuant to this Agreement and the Bond Spending Plan.

Section 2.02 Bond Spending Plan. The City shall be solely responsible for maintaining and implementing the Bond Spending Plan. The City may amend the Bond Spending Plan as the City deems necessary in its sole discretion. Any amendments to the adopted Bond Spending Plan will consider uses that advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development. Notwithstanding any contrary provision hereof, unless the City expressly agrees otherwise, the City shall not be obligated to provide funding for any program or project in an amount exceeding the Excess Bond Proceeds provided to the City pursuant to this Agreement.

ARTICLE III.

ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

Section 3.01 This Agreement constitutes the entire understanding and agreement of the parties with respect to the transfer and use of Excess Bond Proceeds. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

Section 3.02 This Agreement is intended solely for the benefit of the City and the Successor Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Successor Agency, there shall be no third party beneficiaries under this Agreement.

Section 3.03 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

Section 4 SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability. In addition, the parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

Section 5 DEFAULT

If either party fails to adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract or to seek specific performance. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

Section 6 Effectiveness of Agreement.

This Agreement shall become effective only upon satisfaction of the following conditions:

(a) Approval of this Agreement and direction by the Oversight Board for the Successor Agency to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(h) (the "Oversight Board Action"); and

(b) Notification to the California Department of Finance of the Oversight Board Action and effectiveness of the Oversight Board Action in accordance with the provisions of Health and Safety Code Section 34179(h).

Section 7 BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

Section 8 FURTHER ASSURANCES

Each party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the City of Antioch and the Successor Agency have caused this Agreement to be signed by their respective officers.

**CITY OF ANTIOCH, CALIFORNIA,
a California municipal corporation (“CITY”)**

Approved:

Date:

City Manager

APPROVED AS TO FORM:

City Attorney

**SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY,
("SUCCESSOR AGENCY")**

Approved:

Date:

Title

APPROVED AS TO FORM:

Successor Agency Attorney

SA RESOLUTION NO. 2016/

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH
DEVELOPMENT AGENCY APPROVING A BOND SPENDING PLAN AND BOND
PROCEEDS EXPENDITURE AGREEMENT WITH THE CITY OF ANTIOCH FOR
USE OF EXCESS BOND PROCEEDS REMAINING FROM THE ANTIOCH
PUBLIC FINANCING AUTHORITY 2002 A&B LEASE REVENUE REFUNDING
BONDS**

WHEREAS, In accordance with AB x1 26 the Antioch Development Agency was dissolved effective February 1, 2012; and

WHEREAS, on January 24, 2012, pursuant to Resolution No. 2012/07, the City of Antioch elected to become the Successor Agency to the former Antioch Development Agency upon dissolution on February 1, 2012; and

WHEREAS, section 34191.4(c) of the Dissolution Act allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for the purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS"); and

WHEREAS, the Successor Agency has proceeds from its Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds ("Excess Bond Proceeds"); and

WHEREAS, the Successor Agency desires to transfer its Excess Bond Proceeds to the City to enable the City to use such Excess Bond Proceeds in a manner consistent with the original bond covenants and to undertake projects that were not previously funded and obligated by the Successor Agency. The City has adopted a spending plan for using such Excess Bond Proceeds ("Bond Spending Plan") to advance the City's community development goals. The City Council and Successor Agency Board have found that the use of Excess Bond Proceeds in accordance with the Bond Spending Plan will fund projects that are of benefit to the Project Area.

THEREFORE, BE IT RESOLVED:

A. That the Successor Agency to the Antioch Development Agency hereby approves the following Bond Spending Plan for the Antioch Public Financing Authority 2002 A & B Lease Revenue Refunding Bonds adopted by the City of Antioch:

- a. Infrastructure and/or other capital improvements within the former redevelopment area (Exhibit 1) including but not limited to: street, curb,

ATTACHMENT B

gutter and sidewalk, Americans with Disabilities Act (ADA), wet utilities, pedestrian and bicycle.

B. That the Successor Agency to the Antioch Development Agency hereby approves the Bond Proceeds Expenditure Agreement (Exhibit 2) with the City of Antioch.

* * * * *

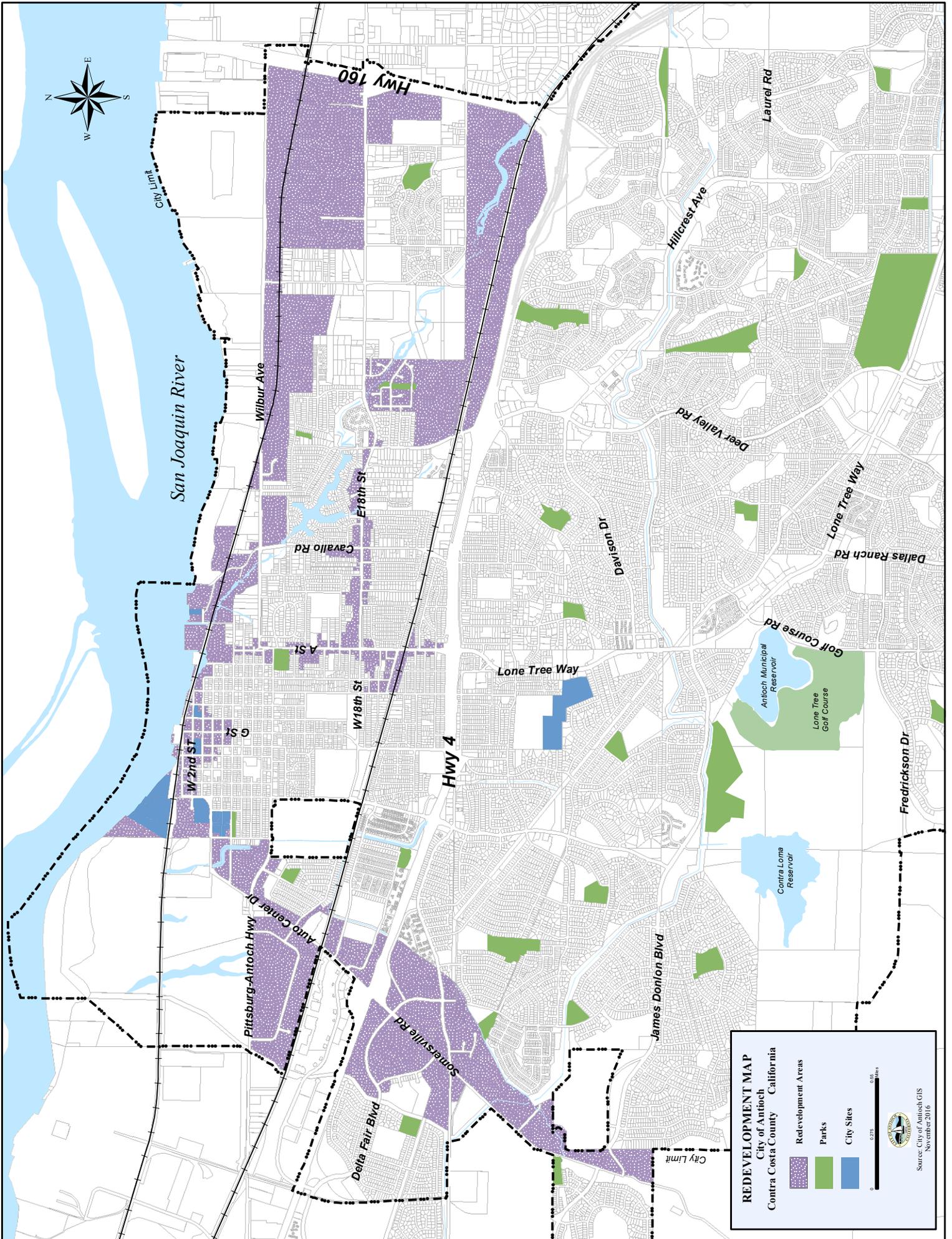
I HEREBY CERTIFY that the foregoing resolution was passed and adopted by City of Antioch as Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the 22nd day of November 2016, by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN
RECORDING SECRETARY



BOND PROCEEDS EXPENDITURE AGREEMENT

This BOND PROCEEDS EXPENDITURE AGREEMENT (“Agreement”) is entered into as of _____, 2016, by and between the City of Antioch, a municipal corporation (the "City"), and the Successor Agency to the Antioch Development Agency ("Successor Agency").

RECITALS

WHEREAS, under AB 1484, the Successor Agency has the authority to designate the use of remaining unspent Bond Proceeds that are not already committed to an enforceable obligation listed on an approved Recognized Obligation Payment Schedule (“ROPS”); and

WHEREAS, on January 24, 2012, pursuant to Resolution No. 2012/07, the City of Antioch elected to become the Successor Agency to the former Antioch Development Agency upon dissolution on February 1, 2012; and

WHEREAS, the Dissolution Act created an oversight board ("Oversight Board") to oversee the wind down of the Antioch Development Agency; and

WHEREAS, section 34191.4(c) of the Dissolution Act allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for the purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS"); and

WHEREAS, the successor Agency has proceeds from its Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds (“Excess Bond Proceeds”); and

WHEREAS, the Successor Agency desires to transfer its Excess Bond Proceeds to the City to enable the City to use such Excess Bond Proceeds in a manner consistent with the original bond covenants and to undertake projects that were not previously funded and obligated by the Successor Agency. The City has adopted a spending plan for using such Excess Bond Proceeds ("Bond Spending Plan") to advance the City's community development goals. The City Council and Successor Agency Board have found that the use of Excess Bond Proceeds in accordance with the Bond Spending Plan to fund projects that are of benefit to the Project Area including infrastructure and/or other capital improvements within the former redevelopment area including but not limited to: street, curb, gutter and sidewalk, Americans with Disabilities Act (ADA), wet utilities, pedestrian and bicycle is consistent with the purposes for which the bonds were issued and in the best interest of the Successor Agency.

EXHIBIT 2

WHEREAS, In order to facilitate the use of Excess Bond Proceeds consistent with all applicable bond covenants, the Successor Agency and the City have negotiated this Agreement requiring the transfer of current and future excess bond proceeds by the Successor Agency to the City, and the City's use of such proceeds consistent with all applicable bond covenants. The parties intend that this Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c) (2) (A) to be paid from Excess Bond Proceeds. With Oversight Board approval, the Successor Agency will list this Agreement, and the requirement to transfer excess bond proceeds herein, on the ROPS 17-18, as an obligation to be funded with Excess Bond Proceeds and if the ROPS is not approved by the Department of Finance, the Successor Agency will continue to list this Agreement on subsequent ROPS until approved by the California State Department of Finance; and

WHEREAS, pursuant to Health & Safety Code Section 34179(h), written notice about the approval of this Agreement by the Oversight Board is provided to the Department of Finance (DOF) and this Agreement becomes effective five (5) business days after notice has been provided to the DOF, pending a request for review by the DOF.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto do hereby agree as follows. The foregoing recitals are hereby incorporated by reference and made part of this Expenditure Agreement.

ARTICLE I.

SUCCESSOR AGENCY OBLIGATIONS

Section 1.01 Current Excess Bond Proceeds. The Successor Agency shall transfer to the City, no later than July 1, 2017, Excess Bond Proceeds currently held by the Successor Agency in an amount not to exceed \$1,000,000.

Section 1.02 Future Excess Bond Proceeds. The Successor Agency shall transfer to the City all future Excess Bond Proceeds held or received by the Successor Agency. Such future Excess Bond Proceeds shall include, without limitation, (1) Bond Proceeds previously obligated to a project or other Enforceable Obligation that become unobligated for any reason, (2) Bond Proceeds that become available in the form of rents, sale proceeds, loan repayments, or other revenues that are generated by properties or other assets acquired and/or improved with Bond Proceeds and that are not otherwise obligated to a project or other Enforceable Obligation, and (3) any other funds held by the Successor Agency that qualify as Excess Bond Proceeds under this Agreement.

The parties intend that payments of future Excess Bond Proceeds be made to the City as soon as possible after such Excess Bond Proceeds become available. The transfer of future Excess Bond Proceeds to the City shall be made pursuant to an approved ROPS within 30 days of the commencement of the relevant ROPS period or in the event of an amendment to a ROPS, within 30 days of approval of the amendment by the Department of

Finance. The Successor Agency shall be responsible for ensuring that payments of future Excess Bond Proceeds to the City, as such funds become available, are included on the next possible ROPS.

Section 1.03 **Projects Funded by Excess Bond Proceeds.** The Successor Agency assigns to the City all responsibilities in relation to the administration of any projects or programs funded by Excess Bond Proceeds. The Successor Agency assigns to the City all contracts entered into by the Successor Agency or the former Agency related to the expenditure of Excess Bond Proceeds and any activities to be funded by Excess Bond Proceeds, with the exception of those contracts relating to Enforceable Obligations, which shall be retained by the Successor Agency.

ARTICLE II.

CITY OBLIGATIONS

Section 2.01 **Excess Bond Proceeds.** The City shall accept, hold, and disburse Excess Bond Proceeds transferred to the City by the Successor Agency under this Agreement, including current Excess Bond Proceeds and future Excess Bond Proceeds. The City shall retain any Excess Bond Proceeds that it receives, without any obligation to return such funds to the Successor Agency, and shall use such funds for uses consistent with applicable bond covenants.

The City may spend Excess Bond Proceeds received or retained under this Agreement on any project, program, or activity authorized under the Bond Spending Plan. Notwithstanding anything to the contrary in this Agreement or the Bond Spending Plan, the City shall spend Excess Bond Proceeds consistent with the original bond covenants applicable to the particular Excess Bond Proceeds. The City shall be solely responsible for ensuring that Excess Bond Proceeds are maintained and spent in accordance with bond covenants and other applicable laws. The City may transfer funds between approved projects, programs and activities.

The City hereby assumes all contracts entered into by the Successor Agency or the former Agency related to the expenditure of Excess Bond Proceeds and any activities to be funded by Excess Bond Proceeds, with the exception of those contracts relating to Enforceable Obligations, which shall be retained by the Successor Agency. The City shall perform its obligations hereunder, and under such assumed contracts, in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each project commenced by the City pursuant to this Agreement and the Bond Spending Plan.

Section 2.02 Bond Spending Plan. The City shall be solely responsible for maintaining and implementing the Bond Spending Plan. The City may amend the Bond Spending Plan as the City deems necessary in its sole discretion. Any amendments to the adopted Bond Spending Plan will consider uses that advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development. Notwithstanding any contrary provision hereof, unless the City expressly agrees otherwise, the City shall not be obligated to provide funding for any program or project in an amount exceeding the Excess Bond Proceeds provided to the City pursuant to this Agreement.

ARTICLE III.

ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

Section 3.01 This Agreement constitutes the entire understanding and agreement of the parties with respect to the transfer and use of Excess Bond Proceeds. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

Section 3.02 This Agreement is intended solely for the benefit of the City and the Successor Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Successor Agency, there shall be no third party beneficiaries under this Agreement.

Section 3.03 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

Section 4 SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability. In addition, the parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

Section 5 DEFAULT

If either party fails to adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract or to seek specific performance. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

Section 6 Effectiveness of Agreement.

This Agreement shall become effective only upon satisfaction of the following conditions:

(a) Approval of this Agreement and direction by the Oversight Board for the Successor Agency to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(h) (the "Oversight Board Action"); and

(b) Notification to the California Department of Finance of the Oversight Board Action and effectiveness of the Oversight Board Action in accordance with the provisions of Health and Safety Code Section 34179(h).

Section 7 BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

Section 8 FURTHER ASSURANCES

Each party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the City of Antioch and the Successor Agency have caused this Agreement to be signed by their respective officers.

**CITY OF ANTIOCH, CALIFORNIA,
a California municipal corporation (“CITY”)**

Approved:

Date:

City Manager

APPROVED AS TO FORM:

City Attorney

**SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY,
("SUCCESSOR AGENCY")**

Approved:

Date:

Title

APPROVED AS TO FORM:

Successor Agency Attorney



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving a New Class Specification for Senior Executive Assistant, Assigning a Salary Range, and Assigning the Classification to the Confidential Bargaining Unit

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the class specification of Senior Executive Assistant; and
- 2) Assigning the Senior Executive Assistant classification to a salary range and to the Confidential Bargaining Unit.

STRATEGIC PURPOSE

Strategy L-10: Effective and efficient management of all aspects of human Resource management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

Strategy L-11: Attract and hire highly qualified candidates to fill funded vacant positions. **Short Term Objective:** Continued focused, timely, and targeted recruitment efforts specific to the position and department needs.

FISCAL IMPACT

The new class specification of Senior Executive Assistant will be assigned a monthly salary range of \$5,537 - \$6,736. This range is a progression between the Executive Assistant range of \$5,273 - \$6,410 and the Assistant to the City Manager salary range of \$7,186 - \$8,734.

DISCUSSION

Senior Management has reviewed the class specification for Executive Assistant and Assistant to the City Manager and has determined that there should be a class specification that provides for potential to growth into the Assistant to the City Manager class specification. The Senior Executive Assistant class specification combines a variety of duties and education for potential growth into the Assistant to the City Manager class specification.

Some of the duties of the Senior Executive Assistant are:

- Request insurance certificates for City projects; assist with the preparation of the City's insurance renewal forms.
- Coordinate with title companies and the County Recorder's Office to process City-acquired property; coordinate tax matters with the County Assessor and Tax Collector to ensure City-owned property is not taxed.
- Process claims against the City; request reports from City departments; coordinate with Municipal Pooling Authority (MPA) in gathering additional information needed; monitor claims for City Council action; process claims for payment as assigned.

The Senior Executive Assistant draft class specification will be assigned to the Confidential Bargaining Unit.

ATTACHMENTS

A. Resolution

Exhibit A to Resolution – Senior Executive Assistant Class Specification

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR SENIOR EXECUTIVE
ASSISTANT, ASSIGNING A SALARY RANGE, AND ASSIGNING THE
CLASSIFICATION TO THE CONFIDENTIAL BARGAINING UNIT**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan; and

WHEREAS, staff has determined that a new classification of Senior Executive Assistant is needed; and

WHEREAS, for internal equity purposes the recommended salary range for the Senior Executive Assistant classification is \$5,537 - \$6,736 per month; and

WHEREAS, the Confidential Bargaining Unit has reviewed and approved the Class Specification; and

WHEREAS, since the Senior Executive Assistant Class Specification will be involved with sensitive information it should be assigned to the Confidential Bargaining Unit.

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

Section 1. That the Class Specification for the classification of Senior Executive Assistant, attached hereto as Exhibit "A"; be approved and added to the City of Antioch Employees' Classification System; and

Section 2. That the Senior Executive Assistant classification be assigned a monthly salary range of \$5,537 - \$6,736 and

Section 3. That the Senior Executive Assistant classification be assigned to the Confidential Bargaining Unit.

* * * * *

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 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

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

SENIOR EXECUTIVE ASSISTANT

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under executive direction, performs a full range of highly responsible, complex, sensitive, and confidential administrative, secretarial, advanced clerical, and programmatic support functions of a general or specialized nature in support of the City Manager's Office with only occasional instruction or assistance; exercising judgment and initiative, relieves assigned staff of clearly defined and delegated administrative or technical detail; and assists the City Manager, Mayor, City Council members, and associated administrative staff with special programs, projects, and research.

DISTINGUISHING CHARACTERISTICS

The Executive Assistant class series classification is distinguished from the Administrative Assistant class in that the incumbent in the Executive Assistant class series provides a full range of executive staff support to the City's chief executive officer, Mayor, City Council members, and associated administrative staff. This class performs the more difficult and complex administrative support tasks involving a thorough knowledge of the policies and procedures of the assigned office with a significant degree of independent judgment. The incumbent in the Executive Assistant class series is assigned significant responsibility for carrying out administrative and secretarial duties that are frequently of a complex, highly sensitive, and confidential nature, often in a rapidly changing environment. The incumbent may also perform assigned technical duties in support of various City operations. The technical nature of the work and the frequent use of initiative, independent judgment and discretion in dealing with a variety of individuals coupled with the need for highly developed office administrative skills differentiate this class from other administrative classes.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Perform a wide variety of varied, complex, sensitive, highly responsible, and confidential office administrative, secretarial, advanced clerical, and routine programmatic support functions in support of assigned programs or projects with only occasional instruction or assistance; relieve supervisor of administrative work including investigating and answering complaints and providing assistance in resolving operational and administrative problems.
2. Plan and organize work activities; recommends improvements in work flow, procedures, and use of equipment and forms; implement improvements as approved; develop and revise office forms and report formats as required; organize and maintain filing systems.
3. Serve as liaison between the City Manager's office and the general public, City staff, and outside groups and agencies; provide general and specialized information and assistance regarding assigned function that may require the use of judgment, tact, and sensitivity and the interpretation of policies, rules, and procedures as appropriate; explain programs, policies, and activities related to specific program area of assignment.
4. Receive and screen communications to the City Manager and assigned executive staff members including office visitors, telephone calls, e-mail messages, and mail; provide assistance using independent judgment to determine those requiring priority attention; calendar appointments; refer

CITY OF ANTIOCH
SENIOR EXECUTIVE ASSISTANT (CONTINUED)

callers and/or complaints to appropriate City staff for further assistance as needed and/or take or recommend actions to resolve the complaint; develop and implement tracking systems.

5. Prepare special reports and perform special projects that may require researching, gathering, and organizing information from a variety of sources; assist assigned staff with special projects as assigned; research information as requested.
6. Prepare pleadings and legal documents for filing with Courts; interpret local rules; file Pitchess and gun forfeiture motions; calendar court hearings and response times; communicate with Court regarding case information, court procedures, and Judge's orders.
7. Draft and/or type, word process, format, edit, revise, and print a variety of documents and forms including reports, correspondence, memoranda, agenda items and reports, agreements, ordinances, resolutions, technical and statistical charts and tables, and other specialized and technical materials from rough drafts, dictation, modified standard formats, and brief verbal instructions.
8. Proofread, verify, and review materials, applications, records, reports, and publications for accuracy, completeness, and conformance with established standards, regulations, policies, and procedures; ensure materials, reports, and packets for signature are accurate and complete.
9. Process claims against the City; request reports from City departments; coordinate with Municipal Pooling Authority (MPA) in gathering additional information needed; monitor claims for City council action; process claims for payment as assigned.
10. Develop, revise, and maintain standardized and master documents; compose correspondence, reports and informational materials; assist in designing and producing technical information handouts; copy, disseminate, and post documents and information as appropriate.
11. Participate in the collection, compilation, and analysis of information from various sources on a variety of specialized topics related to assigned programs; participate in the preparation of reports that present and interpret data, identify alternatives, and make and justify recommendations.
12. Manage execution of contracts and other documents by the City Manager, Mayor or other appropriate signatories, ensuring that all documentation required for execution are in order and properly filed, including but not limited to Notary Public, resolutions, business licenses, insurance certificates and the like.
13. Coordinate with title companies and the County Recorder's Office to process City-acquired property; notarize agreements for transaction; coordinate tax matters with the County Assessor and Tax Collector to ensure City-owned property is not taxed.
14. Maintain accurate and up-to-date office files, records, and logs for assigned areas; develop, prepare, and monitor various logs, accounts, and files for current and accurate information including manual and computer logs other specialized or technical documents processed; maintain and process payroll records.
15. Compile, prepare, and enter data into a computer from various sources including accounting, statistical, and related documents; create and maintain computer based tracking information and reports including assigned databases, records, and lists; create standard statistical spreadsheets; input corrections and updates; assist in the compilation of reports.

CITY OF ANTIOCH
SENIOR EXECUTIVE ASSISTANT (CONTINUED)

16. Assist in assembling and preparing the annual budget for the City Manager's office; ; monitor expenditures against budget; prepare purchase requisitions and requests for payment.
17. Attend to a variety of office administrative details such as ordering supplies, arranging for equipment repair, transmitting information, and keeping reference materials up to date; organize and maintain office and specialized files in accordance with the City's records management program.
18. Maintain calendar of activities, meetings, and various events for the City Manager and other assigned staff; coordinate activities and meetings with other City departments, the public, and outside agencies; coordinate and arrange special events as assigned; schedule meetings; coordinate arrangements and set up meeting rooms; notify participants; prepare and/or assemble meeting materials.
19. Coordinate, make, process, and confirm travel arrangements for the City Manager and other assigned staff, the Mayor and City Council; arrange for transportation and accommodations for travel; check and process expense claims.
20. Operate a variety of office equipment including a computer, typewriter, copier, facsimile machine, and adding machine.
21. Utilize various computer applications and software packages; develop, enter data, maintain, and generate reports from a database or network system; design, maintain, and utilize data to develop reports using spreadsheet software; create, format, and revise charts, graphs, flowcharts, worksheets, booklets, brochures, and forms using word processing software.
22. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Organization, operation, functions, and services of the City and of outside agencies as necessary to assume assigned responsibilities.
- Principles and practices of office administration.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and practices of fiscal, statistical, and administrative research and report preparation.
- Principles and practices of sound business communication.
- Principles of business letter writing and report preparation.
- Basic principles and practices of budget preparation and administration.
- Basic accounting and bookkeeping principles and practices.
- Records management principles and procedures including record keeping and filing principles and practices.
- Mathematical principles.
- English usage, spelling, grammar, and punctuation.
- Customer service and public relations methods and techniques.
- Methods and techniques of proper phone etiquette.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Independently perform a full range of varied complex, sensitive, highly responsible, and confidential office administrative, secretarial, advanced clerical, and routine programmatic support functions of a general or specialized nature in support of assigned programs, division, and/or department with only occasional instruction or assistance.
- Plan and organize work to meet changing priorities and deadlines.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures.
- Interpret and apply applicable federal, state, and local laws, codes, and regulations.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Type or enter data at a speed necessary for successful job performance.
- Participate in researching, compiling, analyzing, and interpreting data.
- Prepare clear, accurate, and concise reports.
- Establish, organize, and maintain a variety of specialized files and records.
- Independently prepare correspondence and memoranda.
- Perform mathematical calculations.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Understand and carry out oral and written directions.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, press, or other agencies on sensitive issues in area of responsibility.
- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Utilize public relations techniques in responding to inquiries and complaints.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent of the completion of the twelfth grade supplemented by specialized or college level course work in secretarial science, office procedures, business administration, or a related field. An Associates of Arts Degree in a related field is desirable.

Experience:

Seven years of increasingly responsible secretarial and office administrative support experience including experience providing assistance to management personnel. Some experience in municipal government is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting with extensive public contact and frequent interruptions.

CITY OF ANTIOCH
SENIOR EXECUTIVE ASSISTANT (CONTINUED)

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

November 2016

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving One (1) Senior Executive Assistant Position in the Fiscal Year 2016/17 Budget

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving one (1) Senior Executive Assistant position in the Fiscal Year 2016/17 Budget.

STRATEGIC PURPOSE

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

Strategy L-1: Improve community communications and trust in City government and keep the community well informed as to the activities of the City departments.

Strategy L-2: Enhance Public Access to Documents.

Strategy L-3: Encourage and enhance a culture of cooperation and transparency at City Hall.

FISCAL IMPACT

The salary range (without benefits) for one (1) full-time Senior Executive Assistant in the City Manager Department is \$66,444 - \$80,832. The total annual range of cost of funding (1) Senior Executive Assistant is (Step A – Step E) \$120,478 - \$142,274. Since this position will be recruited as internal/promotional there will be no budget impact.

DISCUSSION

The Senior Executive Assistant class specification combines a variety of duties and education for potential growth into the Assistant to the City Manager class specification. Not only is this position an internal/promotional opportunity for staff, this position will enhance the City Managers department with some of the skills listed below.

The Senior Executive Assistant will request insurance certificates for City projects; assist with the preparation of the City's insurance renewal forms. Coordinate with the Title companies and the County Recorder's Office to process City-acquired property; coordinate tax matters with the County Assessor and Tax Collector to ensure City-owned property is not taxed. Process claims against the City; request reports from City departments; coordinate with Municipal Pooling Authority (MPA) in gathering additional information; monitor claims for City Council action; process claims for payment as assigned.

Since this position will be recruited as internal/promotional, the position of the internal/promotional employee will not be backfilled.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING ONE (1) SENIOR EXECUTIVE ASSISTANT POSITION IN THE
FY 2016/17 BUDGET**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan; and

WHEREAS, the City would like continued focused, timely, and targeted recruitment efforts specific to the position and department needs; and

WHEREAS, to provide consistent and equitable position assignment based on the level of complexity of duties and responsibilities that need to be performed.

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

Section 1. That one (1) Senior Executive Assistant position is hereby approved in the fiscal year 2016/17 budget.

* * * * *

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 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving a New Class Specification for Accounting Technician II, Assigning a Salary Range, and Assigning the Classification to the Confidential Bargaining Unit

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the class specification of Accounting Technician II; and
- 2) Assigning the Accounting Technician II classification to a salary range and to the Confidential Bargaining Unit.

STRATEGIC PURPOSE

Strategy L-10: Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

Strategy L-11: Attract and hire highly qualified candidates to fill funded vacant positions. **Short Term Objective:** Continued focused, timely, and targeted recruitment efforts specific to the position and department needs.

FISCAL IMPACT

The new class specification of Accounting Technician II will be assigned a monthly salary range of \$4,647 - \$5,648. This range is a progression from the Accounting Technician range of \$4,215 – \$5,123.

DISCUSSION

Senior Management has reviewed the class specification for Accounting Technician and has determined that there should be a class specification that provides for payroll backup in the event the Payroll Specialist is out of the office. Since payroll is one of the largest expenses of the City, not only does the payroll have to be accurate and timely, there are important reconciliations that need to be accurate and timely. A few of the reconciliations that need to be accurate and timely are for pensions, medical, dental, vision, and state and federal taxes. The Accounting Technician II class specification is designed for payroll backup and for potential growth into the Payroll Specialist class specification.

Some of the duties of the Accounting Technician II are:

- Review employee time sheets/reports for accuracy and compliance with policies and procedures and documents results.
- Checks and verifies time sheets/reports entries for hours worked, leave, and overtime.
- Reviews payroll accounting output, reports discrepancies and effects corrections prior to processing the payroll.
- Prepares and distributes related payroll reports as assigned.
- Responds to payroll inquiries from department staff and other City personnel.
- Reconciles and computes payments due for various benefit program providers.
- Prepare quarterly tax reports for federal and state agencies.

The Accounting Technician II draft class specification will be assigned to the Confidential Bargaining Unit.

ATTACHMENTS

A. Resolution

Exhibit A to Resolution – Accounting Technician II Class Specification

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR ACCOUNTING TECHNICIAN II,
ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO
THE CONFIDENTIAL BARGAINING UNIT**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan; and

WHEREAS, staff has determined that a new classification of Accounting Technician II is needed; and

WHEREAS, for internal equity purposes the recommended salary range for the Accounting Technician II classification is \$4,647 - \$5,648 per month; and

WHEREAS, the Confidential Bargaining Unit has reviewed and approved the class specification; and

WHEREAS, since the Accounting Technician II class specification will be involved with sensitive information it should be assigned to the Confidential Bargaining Unit.

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

Section 1. That the Class Specification for the classification of Accounting Technician II, attached hereto as Exhibit "A"; be approved and added to the City of Antioch Employees' Classification System; and

Section 2. That the Accounting Technician II classification be assigned a monthly salary range of \$4,647 - \$5,648; and

Section 3. That the Accounting Technician II classification be assigned to the Confidential Bargaining Unit.

* * * * *

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 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

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

ACCOUNTING TECHNICIAN II

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general supervision, performs a wide variety of responsible technical accounting and financial record keeping and reporting duties in support of assigned accounting system, function, or program area; prepares, processes, maintains, and verifies financial/accounting and statistical documents and records; prepares various reports and statements; provides information and assistance to the general public and City departments; and performs a variety of technical tasks relative to assigned area of responsibility.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Perform a variety of responsible technical accounting and financial office support duties in support of assigned accounting system, function, or program area including in the areas of payroll, accounts payable, and other areas of accounting.
2. Prepare, maintain, and/or verify a variety of accounting, financial, and statistical records, ledgers, logs, and files; gather, assemble, tabulate, enter, check, verify, balance, adjust, record, and file financial data; code data according to prescribed accounting procedures; review information to ensure accurate reporting; resolve discrepancies; establish and maintain various files and records.
3. Utilize various computer programs; enter and maintain data; post information to ledgers, journals, logs, and reports; generate reports from a database or in-house system; create spreadsheets and generate reports using spreadsheet software; create documents using word processing software.
4. Perform duties in support of the City's accounts payable function; receive incoming invoices for payment and review for accuracy and proper authorizations and account coding; research discrepancies; prepare batches for data entry; ensure that payments are included and processed in a timely manner.
5. Proofread and check materials for accuracy, completeness and compliance with departmental policies and regulations.
6. Process accounts payable disbursements from batches entered in current accounts payable cycle; prepare warrant listing and distribute to appropriate department; receive and input special accounts payable batches for manual checks on an as-needed basis.
7. Review employee time sheets/reports for accuracy and compliance with policies and procedures and documents results.
8. Checks and verifies time sheets/reports entries for hours worked, leave and overtime.

CITY OF ANTIOCH
ACCOUNTING TECHNICIAN II (CONTINUED)

9. Reviews payroll accounting output, reports discrepancies and effects corrections prior to processing the payroll.
10. Prepares and distributes related payroll reports as assigned.
11. Responds to payroll inquiries from departmental staff and other City personnel.
12. Maintains knowledge of applicable sections of memoranda of understanding.
13. Reconcile and compute payments due for various benefit program providers.
14. Prepare quarterly tax reports for federal and state agencies.
15. Perform technical and complex clerical accounting duties. .
16. Perform a variety of general office support work, such as, organizing and maintaining various files, typing correspondence, reports, forms, and specialized documents.
17. Provide technical information and assistance to other City staff regarding procedures and methods; confer with City departments and individuals regarding changes and corrections; interpret and explain rules and regulations.
18. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Financial record keeping, bookkeeping and basic governmental accounting principles and practices.
- Methods and techniques of coding, verifying, balancing, and reconciling accounting records.
- Basic auditing principles and practices.
- Principles and practices used in establishing and maintaining accounting files and information retrieval systems.
- Principles and practices of fiscal, statistical, and administrative record keeping and reporting.
- Methods and techniques for basic report preparation and writing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Mathematical principles.
- English usage, spelling, grammar, and punctuation.
- Customer service techniques, practices, and principles.
- Methods and techniques of proper phone etiquette.
- Pertinent federal, state, and local laws, codes, and regulations.
- Payroll processing procedures and regulations.

Ability to:

- Effectively apply accounting knowledge in the performance of a variety of accounting, fiscal, and statistical record keeping duties.
- Participate in the preparation of a variety of administrative and financial reports.
- Review financial records, reports, and related documents, identify discrepancies, and resolve problems related to assigned area of responsibility.
- Implement and maintain filing systems.
- Compile a variety of information and records and exercise good judgment in maintaining information, records, and reports.
- Perform mathematical calculations quickly and accurately including to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Work independently in the absence of supervision.
- Plan and organize work to meet changing priorities and deadlines.
- Understand and apply pertinent laws, codes, and regulations as well as organization and unit rules, policies, and procedures with good judgment.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Deal successfully with employees and the public, in person and over the telephone; respond tactfully, clearly, concisely, and courteously to issues, concerns, and needs.
- Type and enter data at a speed necessary for successful job performance.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by specialized or college level course work in accounting, bookkeeping, business administration or other related field.

Experience:

Three years of responsible bookkeeping, payroll or clerical accounting experience.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement

CITY OF ANTIOCH
ACCOUNTING TECHNICIAN II (CONTINUED)

and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

November 2016

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving One (1) Accounting Technician II Position and Authorizing the Appropriate Budget Adjustment

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving one (1) Accounting Technician II position, and authorizing the appropriate budget adjustment.

STRATEGIC PURPOSE

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

Strategy L-3: Encourage and enhance a culture of cooperation and transparency at City Hall.

Long Term Goal O: Financial Services. Achieve and maintain financial stability and transparency.

Strategy O-3: Ensure financial records and reports are accurate, reliable, and timely, including the Comprehensive Annual Financial Report (CAFR) and other financial statements, monthly budget status updates provided electronically to the City Manager and Council, and quarterly budget updates posted to the City's website.

FISCAL IMPACT

The salary range (without benefits) for one (1) full-time Accounting Technician II in the Finance Department is \$4,647 - \$5,648. The total annual range of cost of funding (1) Accounting Technician II is (Step A – Step E) \$100,284 - \$117,608. This is an Open recruitment and it is recommended that staff budget for six months of cost for FY2016/17.

DISCUSSION

Since payroll is one of the largest expenses of the City, not only does the payroll have to be accurate and timely, there are important reconciliations that need to be accurate and timely. A few of the reconciliations that need to be accurate and timely are for pensions, medical, dental, vision, and state and federal taxes. Currently, the Deputy Director of Finance is producing the payroll since there is a vacancy in the Payroll Specialist position. Since the Deputy Director of Finance is heavily involved in the City's audit among their other duties, not having adequate payroll backup puts an undo strain on a Finance Department that is one layer deep (i.e. if a position is vacant, existing staff is scrambling to perform their regular duties and the duties of the vacant position). The

Accounting Technician II will be able to answer payroll inquiries from department staff and city personnel. The Accounting Technician II class specification is designed for payroll backup and for potential growth into the Payroll Specialist class specification. This position will enhance not only the Finance department but all departments with some of the skills listed below.

The Accounting Technician II will review employee time sheets/reports for accuracy and compliance with policies and procedures and document results; check and verify time sheets/reports entries for hours worked, leave, and overtime; reviews payroll accounting output, reports discrepancies and effects corrections prior to processing the payroll; responds to payroll inquiries from department staff and other City personnel.

This open recruitment is needed not only to provide payroll backup to the Payroll Specialist, but to ensure a timely and accurate payroll for all departments.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2016/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING ONE (1) ACCOUNTING TECHNICIAN II POSITION IN THE FY 2016/17
BUDGET AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan; and

WHEREAS, the City would like continued focused, timely, and targeted recruitment efforts specific to the position and department needs; and

WHEREAS, to provide consistent and equitable position assignment based on the level of complexity of duties and responsibilities that need to be performed.

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

Section 1. That one (1) Accounting Technician II position is hereby approved to be funded for six months in the fiscal year 2016/17 budget; and

Section 2. The Finance Director is authorized to make the necessary adjustments to the fiscal year 2016/17 budget to effectuate this change.

* * * * *

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 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

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

Some of the duties of the Senior Economic Development Program Manager are:

- Participate in all economic development efforts and activities, leading certain programs and projects as assigned by executive management.
- Participate in the negotiation of development agreements and other contracts related to economic development activities.
- Work with key executive and senior staff to develop a municipal marketing plan.
- Participate in the development and administration of economic development programs and activities; recommend budgetary adjustments as appropriate, and prepare cost estimates on special projects.

The Senior Economic Development Program Manager draft class specification will be assigned to the Management-Senior Bargaining Unit.

ATTACHMENTS

A. Resolution

Exhibit A to Resolution – Senior Economic Development Program Manager
Class Specification

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR SENIOR ECONOMIC
DEVELOPMENT PROGRAM MANAGER, ASSIGNING A SALARY RANGE, AND
ASSIGNING THE CLASSIFICATION TO THE MANAGEMENT-SENIOR
BARGAINING UNIT**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan; and

WHEREAS, staff has determined that a new classification of Senior Economic Development Program Manager is needed; and

WHEREAS, for internal equity purposes the recommended salary range for the Senior Economic Development Program Manager classification is \$7,629 - \$9,273 per month; and

WHEREAS, the Management Bargaining Unit has reviewed and approved the Class Specification; and

WHEREAS, since the Senior Economic Development Program Manager class specification will be assigned to the Management-Senior Bargaining Unit.

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

Section 1. That the Class Specification for the classification of Senior Economic Development Program Manager, attached hereto as Exhibit "A"; be approved and added to the City of Antioch Employees' Classification System; and

Section 2. That the Senior Economic Development Program Manager classification be assigned a monthly salary range of \$7,629 - \$9,273; and

Section 3. That the Senior Economic Development Program Manager classification be assigned to the Management-Senior Bargaining Unit.

* * * * *

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 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

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

SENIOR ECONOMIC DEVELOPMENT PROGRAM MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under executive management direction, manages the City's economic development efforts, including programs and projects designed to expand the local economy, promote community vitality and expedite quality development and redevelopment in the City.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Participate in all economic development efforts and activities, leading certain programs and projects as assigned by executive management.
2. Participate in the development and implementation of economic development goals, objectives, and priorities; recommend and administer relevant policies and procedures.
3. Within City policy, monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend resource allocations accordingly.
4. Make presentations to the City Council, community and business groups.
5. Participate in the development and administration of economic development programs and activities; recommend budgetary adjustments as appropriate, and prepare cost estimates on special projects.
6. Act as liaison to the Economic Development Commission, the Chamber of Commerce and other community and regional groups as directed by the City Manager.
7. Coordinate the efforts of City departments and other groups relative to the City's economic development activities.
8. Coordinate information activities on City programs and oversee a centralized public information program including but not limited to news releases, newsletters and other publications on various City programs.
9. Develop and implement plans for improved communications with the public.
10. Participate in the negotiation of development agreements and other contracts related to economic development activities.
11. Work with key executive and senior staff to develop a municipal marketing plan.
12. Coordinate consultants and City staff in securing funding for economic development projects and activities.
13. Prepare and present staff reports and other necessary correspondence.

CITY OF ANTIOCH
SENIOR ECONOMIC DEVELOPMENT PROGRAM MANAGER (CONTINUED)

14. Represent the City, as directed, to elected officials, and outside agencies; coordinate assigned activities with City departments and outside agencies and organizations.
15. Oversee the City's property assets, and assist in negotiation, implementation and monitoring of lease agreements and the sale of real property assets.
16. Participate on a variety of boards, commissions, and committees; serve as primary staff to the Economic Development Commission.
17. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the fields of economic development; recommend actions to incorporate new developments as appropriate.
18. Respond to and resolve citizen inquiries and complaints related to areas of responsibility.
19. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operations, services, and activities of a comprehensive economic development program.
- Principles and practices of economic development, and long range planning.
- Principles and practices of program development and administration.
- Methods and techniques of public affairs and public relations.
- Principles and practices of municipal budget preparation and administration.
- Statistical and financial research methodology.
- Practices and techniques for the development and implementation of economic development, marketing and communication techniques.
- Practices of private sector developers, lenders and financial institutions as they relate to economic development projects and activities.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Administer a comprehensive economic development program, including goals, objectives and procedures.
- Lead teams consisting of staff and/or consultants as necessary to implement economic development strategies.
- Analyze and assess programs, policies, and operational needs and make appropriate recommendations for adjustments.
- Identify and respond to community and organizational issues, concerns, and needs.
- Plan, organize, and coordinate the work of lower level staff and/or consultants.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Participate in the preparation of designs and plans, field studies, inspection, contract documents and economic analyses.
- Participate in the negotiation and administration of a variety of agreements and contracts.

- Meet critical deadlines while working with frequent interruptions.
- Prepare clear and concise administrative and financial reports.
- Participate in the preparation and administration of budgets.
- Interpret and apply applicable federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Make effective public presentations.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Education/Training:

A Bachelor's degree from an accredited college or university is required. Major course work in public administration, business administration, planning, economics, or equivalent experience is preferred.

Experience:

Seven years of increasingly responsible economic development experience.

License or Certificate:

Possession of, an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Exempt

Created: November 2016

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Tentative Agreement between the City of Antioch and the Confidential Unit for the Period of October 1, 2016 – September 30, 2021

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Confidential Unit; and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

STRATEGIC PURPOSE

Strategy L-8: Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

FISCAL IMPACT

The adopted FY 2016/17 budget included a projected package cost for this bargaining unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the Confidential Unit Tentative Agreement for FY2016/17 is \$28,903.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and the Confidential Unit covered the period of October 1, 2013 – September 30, 2016. Representatives of the City and Confidential Unit have been meeting and conferring in good faith to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

A Tentative Agreement has been reached. The major terms of the Tentative Agreement are:

- Five-year contract ending September 30, 2021.
- Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2019, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Equity Adjustment for the Administrative Analyst classification effective the first full pay period after October 1, 2016. The equity adjustment shall be effective prior to the application of the general salary increase. Administrative Analyst I new top step \$6,422 (range \$5,283 - \$6,422); Administrative Analyst II new top step \$7,072 (range \$5,818 - 7,072); Administrative Analyst III new top step \$7,853 (range \$6,461 - 7,853).
- California State Disability Insurance. The City is willing to participate in the appropriate election process to allow for this bargaining unit to participate in the California State Disability Insurance (SDI). The City will contact the Employment Development Department of the State of California to request a SDI election for the Confidential Bargaining Unit. If the bargaining unit votes to participate in SDI, the City will integrate sick leave with the California State Disability Insurance (SDI) benefits. The integration of sick leave with SDI will not exceed an employee's normal daily wage.
- Flexible Benefits (Cafeteria) Plan. Concept for the City's proposal in the Tentative Agreement
 - Effective for the CalPERS plan year 2019 (starting January 1, 2019) the City will increase its contribution to the following:
 - 95% of the Kaiser premium for which the employee is eligible for
 - 100% of the most populated Dental Plan City-Wide for each coverage level offered by the City.

- If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution.
 - Employee's hired by the City after December 31, 2018 cash back in lieu of medical shall be limited to \$250 per month.
- Bereavement. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, domestic partner, children, step children, registered domestic partner's children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents and grandchildren, registered domestic partner's grandparents and grandchildren) shall be allowed.

If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND THE CONFIDENTIAL UNIT FOR THE PERIOD OF OCTOBER 1, 2016 –
SEPTEMBER 30, 2021, AND AUTHORIZING THE FINANCE DIRECTOR TO
AMEND THE FY 2016/17 BUDGET**

WHEREAS, the City and the Confidential Unit had a Memorandum of Understanding covering the period of October 1, 2013 – September 30, 2016; and

WHEREAS, in accordance with Government Code Section 3505, the City’s Negotiating Team met and conferred in good faith with representatives of the Confidential Unit to negotiate a successor agreement; and

WHEREAS, representatives of the City and the Confidential Unit reached a Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2016 through September 30, 2021.

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

Section 1. That the Tentative Agreement between the City of Antioch and the Confidential Unit for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The Finance Director is authorized to amend the FY2016/17 budget to implement the provisions of the Tentative Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

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

City of Antioch
Proposal to
Confidential Unit

November 2, 2016

1. Term - Five years (October 1, 2016 to September 30, 2021)
2. Article 1 Compensation A. Salaries
 - Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2019, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
3. Article 1 Compensation A. Salaries – Equity Adjustment effective the first full pay period after October 1, 2016. The equity Adjustment shall be effective prior to the application of the general salary increase.
 - Administrative Analyst I – New Top Step - \$6,422
 - Administrative Analyst II – New Top Sep - \$7,072
 - Administrative Analyst III – New Top Step - \$7,853
4. Article 1 Compensation B. Elimination of Furlough/Salary Reduction – Delete
5. Article 1 Compensation C. “Me Too” Clause – Maintain current language
6. “New” – The Union and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.
7. Article 2 Hours of Work

Alternate Work Schedule – Upon request of the employee and mutual agreement of the Department Head, an employee may work an alternate work schedule, if the alternate work schedule meets the operational needs of the department and does not impact City Services.

An alternate work schedule may be modified or eliminated by the Department Head with 30 day notice to the impacted employee(s).

8. Article 3 Health and Welfare Benefits New. SDI-

The City is willing to participate in the appropriate election process to allow for this bargaining unit to participate in California State Disability Insurance (SDI). The City will contact the Employment Development Department of the State of California to request a SDI election for the Confidential bargaining unit.

If the bargaining unit votes to participate in SDI, the City will integrate sick leave with California State Disability Insurance (SDI) benefits. The integration of sick leave with SDI will not exceed an employee's normal daily wage.

9. Article 3 Health and Welfare Benefits H. Gym/Health Club Reimbursement Program

The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to employees who provide the City with written verification of regular membership in a health club or commercial gym.

Employees, who provide written proof of membership pursuant to paragraph 1 above may receive up to \$27.00 per month, not to exceed 100% of the cost of such membership, on an after-tax basis.

10. Article 3 Health and Welfare Benefits I. Flexible Benefits (Cafeteria) Plan - Below is concept for the City's proposal

- Effective for CalPERS plan year 2019 (starting January 1, 2019) the City's will increase its contribution to the following:
 - 95% of the Kaiser premium for which the employee is eligible for.
 - 100% of the most populated Dental Plan City-wide for each coverage level offered by the City.
- If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution. (See Language Below)
 - If the costs of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages receive under this section to the employee's deferred compensation account subject to the plan limits.
- Employees hired by the City after December 31, 2018, cash back in lieu of medical shall be limited to \$250 per month.

Actual language for the flexible benefit (cafeteria) plan

I. Flexible Benefits (Cafeteria) Plan.

1. Effective January 1, 2014, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees:

- a. For each employee who is eligible for employee only medical coverage, the City shall contribute \$ 620.39 per month.
- b. For each employee who is eligible for two (2) party medical coverage, the City shall contribute \$ 1,078.60 per month.
- c. For each employee who is eligible for family medical coverage, the City shall contribute \$ 1,390.97 per month.
- d. Effective each January 1 for the duration of this agreement, the amounts specified in Section I.2.a, b and c of this Document will be increased by the amounts determined pursuant to the following procedures:
 - i. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
 - ii. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
 - iii. The City then shall divide the sum of the increases by the total current City contribution to the cafeteria plan for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.
 - iv. The City would then increase the amounts provided in Section I.2.a, b and c of this Document by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section I.2.a, b and c of this Document by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

Refer to Appendix "A" for example of calculation.

2. Effective January 1, 2019, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees. These contributions include the Minimum Employer Contribution (MEC) required by CalPERS:
 - a. For each employee who is eligible for employee only medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser single rate and per month.
 - b. For each employee who is eligible for two (2) party medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser two (2) party rate per month.
 - c. For each employee who is eligible for family medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser family rate per month.
 - d. In addition to the City contributions above, the City shall make an additional contribution to the flexible benefit plan on behalf of the employee equal to the 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party or family).
 - i. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
3. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
 - a. During the designated Open Enrollment Period each year, each employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefit Plan.
 - b. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefit Plan to cover the cost of such selections.

- c. If the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. Or, the employee may elect to have one-hundred percent (100%) of the unused money deposited into his/her deferred compensation account, not to exceed the maximum allowable employee contribution.

Effective January 1, 2019, if the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages receive under this section to the employee's deferred compensation account subject to the plan limits.

- d. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf.

Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.

- e. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

- 4. Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

11. Article 5 Leaves K. Bereavement

- 1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, registered domestic partner; children, step children, registered domestic partner's children, father, mother, step father, step mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's

grandparents, and grandchildren, registered domestic partner's grandparents and grandchildren) shall be allowed.

12. Article 7 Miscellaneous D. Retiree Medical Committee

The City will meet with representative of the Confidential Unit and representatives of the Management Unit to discuss medical after retirement language with the goal to simplify and clarify the language. It is not the intent of the parties to modify the medical after retirement benefit.

For the City of Antioch

For the Confidential Unit

Jamara Lewis

Sharon Daniels

Date: _____

Date: Nov. 4, 2016



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Tentative Agreement between the City of Antioch and Operating Engineers Local Union No. 3 (OE 3) for the Period of October 1, 2016 – September 30, 2021

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and Operating Engineers Local Union No. 3 (OE 3); and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

STRATEGIC PURPOSE

Strategy L-8: Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

FISCAL IMPACT

The adopted FY 2016/17 budget included a projected package cost for this bargaining unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the Local 3 Tentative Agreement for FY2016/17 is \$113,524 of this amount \$55,073 is General Fund.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and Operating Engineers Local Union No. 3 (OE 3) covered the period of October 1, 2014 – September 30, 2016. Representatives of the City and OE 3 have been meeting and conferring in good faith to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

A Tentative Agreement has been reached. The major terms of the Tentative Agreement are:

- Five-year contract ending September 30, 2021.
- Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2019, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Vacation accumulation cap to 21 months.
- Bereavement Leave. Time off with pay to attend funeral of immediate family members (spouse, registered domestic partner, children, step children, registered domestic partner's children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouses grandparents, grandchildren, registered domestic partners grandparents and grandchildren) shall be allowed.
- Flexible Benefits (Cafeteria) Plan. Concept for the City's proposal in the Tentative Agreement
 - Effective for the CalPERS plan year 2019 (starting January 1, 2019) the City will increase its contribution to the following:
 - 95% of the Kaiser premium for which the employee is eligible for
 - 100% of the most populated Dental Plan City-Wide for each coverage level offered by the City.
 - If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution.
 - If the cost of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the unused money reverting to the City. The employee may contribute the wages

received under this section to the employee's deferred compensation account subject to the plan limits.

- Employee's hired by the City after December 31, 2018 cash back in lieu of medical shall be limited to \$250 per month.

Please refer to Exhibit 1 of the Resolution for more details of the Tentative Agreement.

If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND OPERATING ENGINEERS LOCAL UNION NO. 3 (OE 3) FOR THE PERIOD OF
OCTOBER 1, 2016 – SEPTEMBER 30, 2021, AND AUTHORIZING THE FINANCE
DIRECTOR TO ADJUST THE FY 2016/17 BUDGET**

WHEREAS, the City and the Operating Engineers Local Union No. 3 (OE 3) had a Memorandum of Understanding covering the period of October 1, 2014 – September 30, 2016; and

WHEREAS, in accordance with Government Code Section 3505, the City’s Negotiating Team met and conferred in good faith with representatives of the OE 3 to negotiate a successor agreement; and

WHEREAS, representatives of the City and the OE 3 reached a Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2016 through September 30, 2021.

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

Section 1. That the Tentative Agreement between the City of Antioch and the OE 3 for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The Finance Director is authorized to amend the FY2016/17 budget to implement the provisions of the Tentative Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

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

Tentative Agreement

Between

City of Antloch

And

Operating Engineers #3

October 13, 2016 Revised November 2, 2016

1. Term - Five years (October 1, 2016 to September 30, 2021)

2. Article 11.1 Salaries

- Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2019, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

3. Article 11.2 "Me Too" Clause - Deleted

4. Article 11.8 "New" - The Union and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.

5. Article 15.3 Vacation Accumulation -- Increase vacation accumulation cap to 21 months.

6. Article 17.5 Bereavement Leave

Time off with pay to attend funerals of immediate family members (spouse, registered domestic partner, children, step children, registered domestic partner's children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, and grandchildren, registered domestic partner's grandparents and grandchildren) shall be allowed. The actual amount of time off shall depend on the individual circumstances, but normally shall not exceed three (3) work days. In unusual circumstances, or when services will be held more than 500 miles from Antloch, up five (5) days of Bereavement Leave may be

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approved by the City Manager. Bereavement Leave in excess of three (3) days shall be charged to the employee's sick leave. Decisions of the City Manager shall be final and will not be greivable. The Department Head Involved must be notified in advance.

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7. Article 12.9 Flexible Benefits (Cafeteria) Plan - Below is concept for the City's proposal

- Effective for CalPERS plan year 2019 (starting January 1, 2019) the City's will increase its contribution to the following:
 - 95% of the Kaiser premium for which the employee is eligible for.
 - 100% of the most populated Dental Plan City-wide for each coverage level offered by the City.
- If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution.
 - If the costs of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages receive under this section to the employee's deferred compensation account subject to the plan limits.
- Employees hired by the City after December 31, 2018, cash back in lieu of medical shall be limited to \$250 per month.

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Language for Article 12.9 Flexible Benefits.

12.9 Flexible Benefits (Cafeteria) Plan.

- A. Effective January 1, 2015 the City shall make the following contributions to the Flexible Benefits Plan on behalf of represented employees:
1. For each represented employee who is eligible for employee only medical coverage, the City shall contribute \$595.72 per month.
 2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute \$1053.90 per month.
 3. For each represented employee who is eligible for family medical coverage, the City shall contribute \$1366.79 per month.

At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine the flexible benefits/cafeteria plan contributions for the following year as follows:

- a. The City shall add the dollar values increase in premiums for the Kaiser health plan (single, 2-party, family) and the most costly dental plan.

3. If the costs of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. Or, the employee may elect to have one-hundred percent (100%) of the unused money deposited into his/her deferred compensation account, not to exceed the maximum allowable employee contribution.

Effective January 1, 2019, if the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages receive under this section to the employee's deferred compensation account subject to the plan limits.

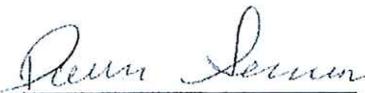
4. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan. In the event an employee does not timely report a change of dependent status that affects the amount of the City's monthly contribution, the employee shall reimburse the City for any overpayment paid by the City via payroll deduction.
5. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

- D. Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

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For OE #3

For the City of Antloch







Date: 11-3-2016

Date: _____



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Side Letter between the City of Antioch and the Antioch Police Officers Association (APOA) Regarding Non-Sworn Police Dispatcher Classification Salaries

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Side Letter between the City of Antioch and the Antioch Police Officers Association (APOA) regarding non-sworn Police Dispatcher classification salaries; and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Side Letter.

STRATEGIC PURPOSE

Strategy L-8: Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

FISCAL IMPACT

The adopted FY 2016/17 budget included a projected package cost for this Bargaining Unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the APOA Side Letter for FY2016/17 is \$100,816.

DISCUSSION

Representatives of the City and the APOA have been meeting and conferring in good faith for several months to negotiate an agreement and finalize the MOU. It was decided by both parties to prepare a Side Letter for the Police Dispatcher classification salaries.

The Terms of the Side Letter are:

Effective the first full payroll period after September 1, 2016, the salary schedules for all Police Dispatcher Classifications shall be converted from a six step scale to a five step scale. The existing Step B salary shall become the new Step A salary and each

succeeding salary step shall be successively re-lettered so that the existing Step F becomes the new Step E salary. All dispatch employees shall move to the corresponding step on the new Salary Schedule (i.e. a Dispatch Employee who is at Step C on the old scale shall move to Step C on the new scale). Employees shall continue to progress through the salary steps based on their original anniversary dates. Employees who were already at Step F on the old salary schedule will be placed at Step E on the new Salary Schedule.

Effective January 1, 2017, a new Step F (5% above Step E) shall be added to the Salary Schedules for all Police Dispatcher Classifications. All Dispatch Employees who are at Step E and Step F of the previous Salary Schedule for at least 12 months shall move to Step F on the new scale.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Antioch Police Officers Association (APOA) Side Letter

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
 APPROVING THE SIDE LETTER BETWEEN THE CITY OF ANTIOCH AND THE
 ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) REGARDING NON-SWORN
 POLICE DISPATCHER CLASSIFICATION SALARIES, AND AUTHORIZING THE
 FINANCE DIRECTOR TO AMEND THE FY 2016/17 BUDGET**

WHEREAS, the City and the Antioch Police Officers Association (APOA) had a Letter of Understanding covering the period of March 6, 2012 – August 31, 2016; and

WHEREAS, in accordance with Government Code Section 3505, the City’s Negotiating Team met and conferred in good faith with representatives of the APOA to negotiate a successor agreement; and

WHEREAS, representatives of the City and the APOA agreed to a Side Letter to address the Non-Sworn Police Dispatcher classification salaries.

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

Section 1. That the Side Letter between the City of Antioch and the APOA regarding Non-Sworn Police Dispatcher classification salaries, is approved; and

Section 2. The salary schedule for the Non-Sworn Police Dispatcher classification effective the first full pay period after September 1, 2016 is; and

	Step A	Step B	Step C	Step D	Step E
Lead Police Dispatcher	\$5,870	\$6,164	\$6,472	\$6,796	\$7,136
Police Dispatcher	\$5,219	\$5,480	\$5,754	\$6,042	\$6,344

Section 3. The salary schedule for the Non-Sworn Police Dispatcher classification effective January 1, 2017 is; and

	Step A	Step B	Step C	Step D	Step E	Step F
Lead Police Dispatcher	\$5,870	\$6,164	\$6,472	\$6,796	\$7,136	\$7,493
Police Dispatcher	\$5,219	\$5,480	\$5,754	\$6,042	\$6,344	\$6,661

Section 4. The Finance Director is authorized to amend the FY2016/17 budget to implement the provisions of the Side Letter.

* * * * *

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 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

**SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF ANTIOCH
AND
THE ANTIOCH POLICE OFFICERS ASSOCIATION (APOA)
REGARDING
NON-SWORN POLICE DISPATCHER CLASSIFICATION SALARIES**

xxxxber xx, 2016

Effective the first full payroll period after September 1, 2016, the salary schedules for all police dispatcher classifications shall be converted from a six step scale to a five step scale. The existing step B salary shall become the new step A salary and each succeeding salary step shall be successively re-lettered so that the existing step F becomes the new step E salary. All dispatch employees shall move to the corresponding step on the new salary schedule (i.e. a dispatch employee who is at step C on the old scale shall move to step C on the new scale). Employees shall continue to progress through the salary steps based on their original anniversary dates. Employees who were already at step F on the old salary schedule will be placed at step E on the new salary schedule.

Effective January 1, 2017, a new step F (5% above step E) shall be added to the salary schedules for all police dispatcher classifications. All dispatch employees who are at step E and step F of the previous salary schedule for at least 12 months shall move to step F on the new scale.

Dated: _____

Timothy Talbot Date
For APOA

Glenn Berkheimer Date
For the City of Antioch

**Tentative Agreement
Between

The City of Antioch
And
Antioch Police Officer's Association
Proposal #27**

SUBJECT: Article VI Compensation, Section A Salaries

ARTICLE VI
COMPENSATION

A. Salaries

Sworn:

Effective the first full pay period after September 1, 2016, salaries for the police officer classification shall be increased by 4.5%.

Effective the first full pay period after September 1, 2017, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2018, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2019, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2020, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

For purposes of this provision, the City shall compare the top step officer salaries paid by the cities of Richmond, Walnut Creek, Pittsburg and Concord each August. The survey shall compare base salary only and shall subtract the percentage paid by employees towards their pension benefits in order to reflect the true salary.

TKT
11/15/16

~~Effective the first full payroll period after March 1, 2012, salaries shall be increased by 6.0%.~~

~~Effective the first full payroll period after March 1, 2013, salaries shall be increased by 3.0%.~~

~~Effective the first full payroll period after September 1, 2013, salaries shall be increased by 4.0%.~~

~~Effective the first full payroll period after September 1, 2014, salaries shall be increased between a minimum of two percent (2%) and a maximum of four and one-quarter percent (4.25%) based on the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3).~~

~~Effective the first full payroll period after September 1, 2015, salaries shall be increased between a minimum of two percent (2%) and a maximum of five percent (5%) based on the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3).~~

~~For the purpose of the four-city formula calculations, the City will use the comparison City's known Monthly Top Step Police Officer Salary as of the effective date (e.g. the first measure is for March 1, 2008 and the published salary as of March 1, 2008 for Concord, Pittsburg, Richmond, and Walnut Creek will be used). This formula is for salary only and should any of the employers from the four cities in this formula not pay the employees PERS contribution the percentage paid by the employee shall be subtracted to reflect a true salary.~~

~~A differential of 7.5% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2007 a differential of 8.75% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2008 a differential of 9.0% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2009 a differential of 11.25% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2010 a differential of 12.5% shall be maintained between Police Officer and Police Corporal.~~

~~A differential of 15.0% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2007 a differential of 17 1/2% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2008 a differential of 20% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2009 a differential of 22 1/2% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2010 a differential of 25% shall be maintained between Police Officer and Police Sergeant.~~

TKS
4/15/16

Non-Sworn

SIDE LETTER

Effective the first full payroll period after September 1, 2016, the salary schedules for all police dispatcher classifications shall be converted from a six step scale to a five step scale. The existing step B salary shall become the new step A salary and each succeeding salary step shall be successively re-lettered so that the existing step F becomes the new step E salary. All dispatch employees shall move to the corresponding step on the new salary schedule (i.e., a dispatch employee who is at step C on the old scale shall move to step C on the new scale.) Employees shall continue to progress through the salary steps based on their original anniversary dates. Employees who were already at step F on the old salary schedule will be placed at step E on the new salary schedule.

Effective January 1, 2017, a new step F (5% above step E) shall be added to the salary schedules for all police dispatcher classifications. All dispatch employees who are at step E and step F of the previous salary schedule for at least 12 months shall move to step F on the new scale.

MOU LANGUAGE

Effective the first full pay period after September 1, 2016, the salaries for community service officer classifications shall be increased by 2.5%.

Effective the first full pay period after September 1, 2017, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2018, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2019, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2020, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

TKT
11/15/16

~~Effective March 1, 2008 the City will implement an additional Five Percent (5.0%) top step salary step for the Dispatch classifications and reserves the right at a future time to implement an entry step to the Dispatch classifications that is Five percent (5.0%) below the current entry step for the Dispatch classifications.~~

~~The City will conduct a salary survey on or about September 1, 2009 and complete the salary survey by September 15, 2009 for the non-sworn classifications, and discuss the ability to make increases as mutually agreed upon between the parties. The parties agree to meet and review the parameters of the market adjustment salary on or about August 15, 2009. Mutually agreed increases to salary shall become effective the first full pay period after the agreement.~~

~~Effective the first full payroll period after March 1, 2012, salaries shall be increased by 5.0%.~~

~~Effective the first full payroll period after March 1, 2013, salaries shall be increased by 3.0%.~~

~~Effective the first full payroll period after September 1, 2013, salaries shall be increased by 4.0%.~~

For the City

For the APOA



Date: _____

Date: 11/15/16

~~Effective the first full payroll period after September 1, 2014, salaries for non-sworn employees shall receive a salary increase based on the higher CPI-U or CPI-W San Francisco movement August 2013 to August 2014 with a minimum of 2.0% and a maximum of 4.25%.~~

~~Effective the first full payroll period after September 1, 2015, salaries for non-sworn employees shall receive a salary increase based on the higher CPI-U or CPI-W San Francisco movement August 2014 to August 2015 with a minimum of 2.0% and a maximum of 5.0%.~~



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Tentative Agreements between the City of Antioch and the Antioch Police Officers Association (APOA) for the Period of September 1, 2016 – August 31, 2021

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreements between the City of Antioch and the Antioch Police Officers Association (APOA); and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreements.

STRATEGIC PURPOSE

Strategy L-8: Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

FISCAL IMPACT

The adopted FY 2016/17 budget included a projected package cost for this bargaining unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the Tentative Agreements for FY2016/17 is \$1,579,605.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and the Antioch Police Officers Association (APOA) covered the period of September 1, 2007 – August 31, 2013 with a Letter of Understanding dated March 6, 2012 agreeing to modify the MOU extending the period to August 31, 2016. Representatives of the City and the APOA have been meeting and conferring in good faith for several months to negotiate an agreement and finalize the MOU. If the City Council adopt the Tentative Agreements, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreements. The existing MOU with the Letter of Understanding will continue as modified by the terms of the Tentative Agreements until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

Tentative Agreements have been reached. The major terms of the Tentative Agreements are:

- Five-year contract ending August 31, 2021.
- Sworn; 4.5% wage increase effective the first full pay period after September 1, 2016.
- Sworn; effective the first full pay period after September 1, 2016 the employee shall pay an additional 2.5% of the City's PERS contributions in a tax deferred manner (bringing the Total paid by the employee to 11.5%)
- Non-Sworn, CSO classification 2.5% wage increase effective the first full pay period after September 1, 2016.
- Sworn; eligible for 5% differential pay only during those times when they are acting as Field Training Officers (FTO).
- Lead Police Dispatchers and Police Dispatchers shall be eligible for 5% differential pay only during those times when they are acting as Communication Training Officers (CTO).
- Effective September 1, 2016, sworn employees in the classification of Police Officer, Police Corporal, and Police Sergeant shall receive educational incentive pay as a percentage of base monthly pay as follows: AA Degree 2.5%; BA/BS Degree 5%.
- Effective September 1, 2016, non-sworn employees in the classification of Police Dispatcher and Lead Dispatcher shall receive educational incentive pay as a percentage of base monthly pay as follows: AA Degree 2.5%; BA/BS Degree 5%.
- Effective September 1, 2016, non-sworn employees in the classification of Community Services Officer shall receive educational incentive pay for possession of an Associate or Bachelor's degree as follows: AA Degree \$75 per month; BA/BS Degree \$105 per month.
- Effective September 1, 2016, sworn employees in the classification of Police Officer, Police Corporal, and Police Sergeant shall receive educational incentive pay as a percentage of base monthly pay as follows: POST Intermediate Certificate 2.5%; POST Advance Certificate 5%.
- Effective September 1, 2016, non-sworn employees in the classification of Police Dispatcher and Lead Dispatcher shall receive educational incentive pay as a percentage of base monthly pay as follows: POST Intermediate Certificate 2.5%; POST Advanced Certificate 5%.

- Employees may accumulate no more than ninety (90) hours of compensatory time. Any time above ninety (90) hours shall be paid. Such time off shall be taken upon the request of the employee with the approval of the Department Head.
- With the Department Heads approval, employees will be allowed to “cash out” up to sixty (60) hours of their accrued compensatory time during each calendar year.
- Employees may cash out up to 40 hours of accrued vacation leave once each calendar year. Employees must retain at least 80 hours of accrued vacation leave after cashing out vacation leave. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out the 40 hours of accrued vacation leave. The employee can choose to have the 40 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 40 hours (i.e., 20 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).
- A grievance procedure is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application of enforcement of the following:
 - Personnel Rules
 - Merit System Rules and Regulations
 - Memorandum of Understanding
 - Department Policies
 - Department Procedures
 - Department Special Orders

Grievances filed regarding the following may be processed only through and including Step 3 (City Manager Level) of the grievance procedure.

- Department Policies
- Department Procedures
- Department Special Orders

For purposes of this procedure a “work day” or “working day” is defined as:

- Any day Monday – Friday except for City designated Holidays and City hall closures.

It is the intent of the City to anticipate and diminish causes of grievances and settle any which arise informally at the lowest practical level of supervision as fairly and promptly as possible. Any grievance not initiated or pursued by the

employee, or employee organization, as the case may be, within the time limits specified in this procedure, will be considered settled on the basis of the last answer by the City, unless the time limit is extended by written agreement of both parties. If the City fails to respond within the time limits specified in this procedure, the employee or employee organization shall be entitled to pursue the grievance to the next higher step in this procedure.

At each step of the grievance procedure, the City shall make available any records relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance within fifteen (15) working days, except for any materials which, in the City Manager's discretion, must, in the public interest, be kept confidential or which is intimate and private to the grieving employee.

Any employee in the bargaining unit and or the employee organization shall have the right to use the grievance procedure. Any employee in the bargaining unit or employee organization shall be able to use the grievance procedure free from restraint, discrimination, pressure of reprisal from any other employee, supervisor, division head, department head, or representative of employee organizations. Employees shall have the right to present grievances individually or through their employee organization. An employee shall have the right to withdraw the grievance at any step in the procedure. If the employee is represented by a representative of the employee organization, the employee filing the grievance shall also be present during the discussions and all steps of the grievance procedure.

Grievances will be processed in the following manner and within the stated time limits:

Step 1 – The grievance must be presented to the employee's Lieutenant or his/her designee within fifteen (15) working days following the occurrence of the event or discovery of the event upon which the grievance is based. The grievance must be presented in writing on the official City of Antioch Grievance Form. The Lieutenant or his/her designee shall make a thorough investigation of the reported grievance and render his/her decision within five (5) working days. Most grievances should be solved at this employee-supervisor level.

Step 2 – If the employee is not satisfied with the decision of the Lieutenant at Step 1 and wishes to appeal the decision, the employee, individually or by instructing the designated representative of the employee organization, can appeal the grievance to the Chief of Police or his/her designated representative. The appeal must be in writing and filed with the Chief of Police within fifteen (15) working days of the date of the decision was rendered by the Lieutenant in the preceding step.

Step 3 – If an employee is not satisfied with the decision of the Chief of Police at Step 2 and wishes to appeal the decision, the employee individually or by

instructing the designated representative of the employee organization, can appeal to the City Manager. The appeal shall be in writing and filed with the City Manager within fifteen (15) working days of the date the decision was rendered by the Chief of Police in the preceding step. The written appeal shall include a detailed statement of the grievance. The City Manager or designee shall make a thorough investigation of the reported grievance and render his or her decision in writing within five (5) working days after the close of the investigation. The City may initiate its grievances at this step of the procedure. Such grievances shall be filed with the employee organization president and if not settled at this step, shall proceed to Step 4.

Step 4 - If the Association is not satisfied with the City Manager's or designee's decision at Step 3, the Association may require that the grievance be referred to an impartial arbitrator by notifying the City Manager within fifteen (15) working days or the conclusion of Step 3.

➤ Arbitration

If arbitration is requested, representatives of the City and the APOA shall meet promptly to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator during that timeframe, the parties shall request a list of seven (7) labor arbitrators from the California State Mediation and Conciliation Services (CSMCS). Within fifteen (15) working days following receipt of the list, the parties shall select an arbitrator by alternately striking names from the list. The party to strike the first name shall be determined by coin flip. The parties shall immediately inform the arbitrator of his/her selection.

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the APOA and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

The Arbitrator shall not entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in paragraph A.1. of this Article.

Proposals to add or to change this MOU or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU may be referred for grievance under this Article; and no Arbitrator shall have the power to amend or modify this MOU or written agreement or addenda supplementary hereto or to establish any new terms or conditions of employment.

Decisions of Arbitrators on matters properly before them shall be final and binding on the parties hereto.

➤ Appeal from Disciplinary Action

Any employee in the merit system shall have the right to appeal any formal disciplinary action taken against him/her. Formal disciplinary action includes suspension, demotions, reductions in pay and discharge. Failure to successfully complete a probationary period or to obtain a merit increase are not disciplinary actions and are not subject to appeal.

Within fifteen (15) working days after final notice of suspension, demotion, reduction in pay or discharge:

- i. The employee shall have the option to request an appeal in accordance with the Municipal Code Section 2-4-105; or
- ii. The APOA, as the employees representative, may file an appeal in writing to the Human Resources Director requesting an appeal hearing before an Arbitrator as specified in Section B above or and appeal in accordance with Municipal Code Section 2-4-105.
- iii. Once an election is made for an appeal in accordance with Municipal Code Section 2-4-105 or arbitration, the Association and/or the employee waives the right to pursue an appeal hearing in the forum that was not selected.

Resignation before decision. Whenever any person who has requested a hearing resigns before final action has been taken, no further action shall be taken.

In any situation where there may be a discrepancy in the appeals process the MOU shall take precedent.

Disciplinary Action – Suspension

An employee may be suspended for disciplinary purposes and/or cause for a period not exceeding thirty (30) working days. Such suspension shall carry with it a loss of Salary for the period of suspension.

Purging of Evaluations, Letters of Counseling, and Letters of Reprimand from Personnel Files.

1. While it is recognized by the City and the APOA that Performance Evaluations, Letters of Counseling and Letters of Reprimand are not subject to the grievance procedures outlined in Article XIII of the MOU between the City and APOA, it is agreed between the City and the APOA a system be established which will allow for the purging of Letters of Counseling and Letters of Reprimand from individual employee personnel files on a case-by-case basis. Performance evaluations are not subject to purging.
2. Letters of Counseling and Reprimand are defined as follows:

Letters of Counseling – are non-disciplinary in nature. They are designed to inform employee(s) of unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices. Letters of Counseling are designed exclusively to improve unsatisfactory job performance by educating and training the employee(s) as to specific acceptable job standards.

Letters of Reprimand – are disciplinary action imposed upon an employee which formally documents an employee(s)' unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices.

3. APOA Members who incur Letters of Counseling or Reprimand may apply to the Chief of Police to have said Letters purged from their personnel files as follows:
 - a. Letters of Counseling may be purged following a period of two (2) years from the date issued, except letters of counseling resulting from a formal citizen's complaint will not be given consideration for purging until five (5) years from the date the letter was issued.
 - b. Letters of Reprimand may be purged following a period of five (5) years from the date the Letter was issued.
 - c. All requests for the purging of a Letters of Counseling or Reprimand shall be made in writing from the affected employee to the Chief of Police.
 - d. The Chief of Police maintains sole discretion in the decision of whether or not to purge Letters from an employee's personnel file. A decision not to purge a Letter of Counseling or Reprimand may be based on, but not limited to, the following reasons:
 - The Letter represents documentation of an improper pattern or practice by an employee, which continued over a significant period of time.
 - The employee has a pending internal investigation(s) which has not been resolved as of the date of the request.
 - Since the Letter was issued, the employee has incurred further discipline.
 - The City and/or the employee is involved in litigation to which the Letter may have some bearing.
 - The employee has a prior disciplinary suspension(s).
- In the event a grievance has not been resolved by the procedures set forth above the Union, and only the Union, may file an appeal with the city Manager to advance the matter to Arbitration within fifteen (15) calendar days of the City Manager's decision.
- The arbitrator shall be selected by mutual agreement between the Union and the City. If the parties are unable to mutually agree on the selection of an arbitrator, the names of the five (5) arbitrators shall be obtained from the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one

(1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator.

- The fees and expenses of the arbitrator (including the cost of the list provided by California State Mediation and Conciliation Service) and court reporter shall be equally shared by the Union and the City.
- Each party, however, shall bear the cost of their own presentation, including but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, and related costs.
- Arbitrator's decisions on matters properly before them shall be final and binding on both parties.
- The arbitrator shall have no power to add to, subtract from or alter, change or modify the terms of the Agreement or the City's Personnel Rules.
- The arbitrator shall issue a written decision within forty-five (45) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to this Agreement.

If the City Council adopt the Tentative Agreements, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreements. The existing MOU will continue as modified by the terms of the Tentative Agreements until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Tentative Agreements

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENTS BETWEEN THE CITY OF ANTIOCH
AND THE ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) FOR THE PERIOD
OF SEPTEMBER 1, 2016 – AUGUST 31, 2021, AND AUTHORIZING THE FINANCE
DIRECTOR TO ADJUST THE FY 2016/17 BUDGET**

WHEREAS, the City and the Antioch Police Officers Association (APOA) had a Letter of Understanding covering the period of March 6, 2012 – August 31, 2016; and

WHEREAS, in accordance with Government Code Section 3505, the City’s Negotiating Team met and conferred in good faith with representatives of the APOA to negotiate a successor agreement; and

WHEREAS, representatives of the City and the APOA reached a Tentative Agreements for a successor Memorandum of Understanding for the period of September 1, 2016 through August 31, 2021.

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

Section 1. That the Tentative Agreements between the City of Antioch and the APOA for the period of September 1, 2016 – August 31, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The Finance Director is authorized to amend the FY2016/17 budget to implement the provisions of the Tentative Agreements.

* * * * *

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 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

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

Status of Proposals

EXHIBIT 1

Proposal #	Subject	Signed/Withdrawn
1	Preamble	Signed
2	Article II City Rights	Signed
3	Article V Hours of Work, Section A Overtime	Signed
4	Article VI, Compensation, Section C Shift Differential	Withdrawn
5	Article VI Compensation, Section M Senior Officer Pay	Signed
6	Article VI Compensation, Section N FTO/CTO/CSTO Pay	Signed
7	Article VI Compensation, Section O Non-Sworn Seniority pay	Withdrawn
8	Article VII Leaves, Section A Vacation	Signed
9	Article VII Leaves, Section B Holidays	Signed
10	Article VII Leaves, Section C Sick Leave	Signed
11	Article VII Leaves, Section E Funeral Pay	Signed
12	Article VII Leaves, Section F Jury Duty/Witness in Judicial Proceedings	Signed
13	Article VII Leaves, Section H Other Leaves	Signed
14	Article VIII Health and Welfare	Signed
15	Article IX Retirement	Signed
16	Article IX Retirement, Section C Deferred Compensation	Withdrawn
17	Article X Educational Incentive, Section B Certificate/Attainment Incentive Pay	Signed
18	Article XI Uniform, Safety Equipment , Meal, Mileage & Canine Allowance Section D Mileage and Meal [Subsection 2 City Vehicle]	Withdrawn
19	Article XI Uniform, Safety Equipment , Meal, Mileage & Canine Allowance Section D Mileage and Meal [Subsection 2 Lodging]	Withdrawn
20	Article XI Uniform, Safety Equipment , Meal, Mileage & Canine Allowance Section D Mileage and Meal [Subsection 2]	Signed
21	Article XI Uniform, Safety Equipment , Meal, Mileage & Canine Allowance Section D Mileage and Meal [Subsection 4]	Signed
22	Article XII Seniority	Signed
23	Article XIII Greivance Procedure	Signed
24	Article XIV Labor Management Committee and Notice of Meet and Confer	Signed
25	Article XV Savings Clause and Term of Agreement	Signed
26	Appendix A Medical After Retirement Plan	Signed
27	Article VI Compensation, Section A Salaries	Signed

Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officer's Association

Proposal #1

April 26, 2016

Subject – Preamble

This Memorandum of Understanding Agreement, hereinafter referred to as the "Agreement" or "MOU" is entered into by the City of Antioch, hereinafter referred to as the CITY, and the Antioch Police Officers' Association, hereinafter referred to as the "Association" or "APOA", has as its purpose the promotion of harmonious labor relations between the City and the Association; the establishment of equitable and peaceful procedures for the resolution of the differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The terms "Agreement" and "MOU" as used herein means the written Agreement provided under Section 3505.1 of the Government Code.

For the City

For the APOA

Glenn Burkheim

Timothy K. Talbot

Date: 4/26/16

Date: 4/26/16

Between
The City of Antioch
And
Antioch Police Officer's Association
Proposal #2
April 26, 2016

Subject – Article II City Rights

Except, and only to the extent, that specific provisions of this Agreement or Section 3500 et seq. of the Government Code of the State of California ~~require expressly provide~~ otherwise, the City has and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the City shall include, but not be limited to, the right:

- A. To determine the organization of the agency.
- B. To determine and change the purpose and extent of each of its constituent departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the agency.
- D. To set standards for service to be offered to the public.
- E. To direct the employees of the agency, including the right to assign work and overtime.
- F. To hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the agency.
- G. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- H. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other reasons.

- I. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased.
- J. To establish, modify, combine or abolish job positions and classifications.
- K. To change or eliminate existing methods of operation, equipment or facilities.
- L. To create, modify or delete departmental rules and regulations.
- M. To contract or subcontract work.

Those inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein.

For the City

For the APOA

Glenn Beckheim

Timothy K. Talbot

Date: 4/26/2016

Date: 4/26/16

The City of Antioch
Counter Proposal To
Antioch Police Officer's Association
Proposal # 3
August 25, 2016

SUBJECT: Article V Hours of Work, Section A Overtime

A. Overtime

1. Overtime is ordered and authorized work time in excess of an employee's regular work period. Overtime work shall be recognized only when directly ordered or required by the employee's Department Head or delegated supervisor. All paid time shall count as time worked for the purpose of calculating overtime.
2. Overtime shall be logged on the established form showing project worked on, justification for the use of overtime rather than normal working hours, and the signature of the person authorizing.
3. Overtime shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay.
4. Employees shall have the option of taking overtime in pay or compensatory time off. When overtime is taken as compensatory time off, the compensatory time off shall accrue at the rate of one and one-half (1-1/2) times the overtime hours worked.
5. Employees may accumulate no more than ninety (90) hours of compensatory time. Any time above ninety (90) hours shall be paid. Such time off shall be taken upon the request of the employee with the approval of the Department Head. Approval will be granted within a reasonable time period after it is requested. Exceptions to this rule can only be made with the approval of the City Manager.
6. With the Department Head's approval, employees will be allowed to "cash out" up to sixty (60) hours one week (40 hours) of their accrued compensatory time during each calendar year.
4. ~~Overtime, either paid or compensatory time off, shall accrue at the rate of one and one half (1-1/2) times the hours worked. Employees shall have the option of taking overtime in pay or compensatory time off except that employees may accumulate no more than eighty (80) hours of compensatory time. Any time above eighty (80) hours shall be paid. Such time off shall be~~

~~taken upon the request of the employee with the approval of the Department Head. Approval will be granted within a reasonable time period after it is requested. Exceptions to this rule can only be made with the approval of the City Manager.~~

- 75. The provisions of this Agreement are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.
- 86. Overtime on holidays shall be compensated at the holiday rate of pay in accordance with Article VII.B.

For the City

Glenn Beck

For the APOA

Tony K. Kelly

Date: 8/25/2016

Date: 8/25/16

Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officer's Association

April 26, 2016

Subject – Article VI Compensation, M. Senior Officer Pay

~~Effective the first full payroll period after September 1, 2007 in recognition of a sworn peace officer establishing seniority in the profession, t~~The City will pay each sworn peace officer an addition amount based on the officer's tenure as a full time sworn peace officer in the in the State of California. This senior office pay shall only apply to ~~P~~peace ~~O~~fficers defined in Chapter 4.5, Section 830 of the California Penal Code who were employed as full time peace officers with a ~~C~~city ~~P~~police ~~A~~gency, ~~C~~county ~~S~~heriff ~~D~~epartment or the California Highway Patrol.

Employment as a full time sworn peace officer defined in Section 830.6 of the California Penal Code will not be included in determining tenure.

The additional amount shall be based on the formula below.

Total months of service as a sworn peace officer in the State of California	Additional pay as a % of the officers base monthly pay
Beginning the 108 through the 167 month	2.5 %
Beginning the 168 through the 227 month	5.0 %
Beginning the 228 month	7.5 %

The City and the Association reserve the right to request ~~that additions other to~~ full time sworn peace officers as defined in Chapter 4.5 of the California Penal Code, ~~which will~~ be included in

determining tenure. Additionally, this may be done on a case by case basis for individual applicants.

Only those additions, which are mutually agreed upon by both the City and the Association shall be added.

The above amounts are non-compounding.

For the City

For the APOA

Glenn Gulkeimer

Trinity K. Tallit

Date: 4/26/2016

Date: 4/26/16

Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officer's Association

Proposal # 6

August 25, 2016

SUBJECT: Article VI Compensation, Section N FTO/CTO Pay

N. FTO/CTO Pay

Sworn Police personnel shall be eligible for five percent (5%) differential pay only during those times when they are acting as Field Training Officers. ~~Effective the first full pay period after March 1, 2012,~~ Lead Police Dispatchers and Police Dispatchers shall be eligible for ~~two and one half~~ five percent (~~2-1/2~~ 5%) differential pay only during those times when they are acting as Communication Training Officers.

For the City



For the APOA



Date: 9/25/16

Date: 8/25/16

Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officers' Association

July 12, 2016

Subject: Article VII Leaves Section A Vacation

A. Vacation

1. Employees are entitled to vacation leave with pay in accordance with the schedule listed in 5, below. Vacation accrues on an hourly basis per pay period beginning with the date of initial hire. An employee granted a vacation balance upon entering City service and who leaves City service prior to such granted time being accrued per the schedule below and who has used any such vacation will repay the City from the employee's final paycheck for such advanced vacation that was not accrued.
2. The times during the calendar year at which an employee may take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard to the needs of the City. Any vacation in excess of four (4) consecutive weeks will require approval of Department Head. The Department Head or designee shall provide an employee denied vacation in excess of four consecutive weeks, written notification of the reason for denial at the time the vacation request is denied. An employee denied vacation in excess of four consecutive weeks shall be given the right to modify (reduce) the duration of the vacation within the same requested weeks prior to other employees being granted vacation within weeks denied to the employee. The employee will present this modification to the Department Head within 5 business days after the employee has received the denial.

Additionally an employee is not precluded from requesting modification to an approved vacation or be required to present a request for vacation any specific number of days prior to the requested vacation occurring. An employee may submit time off requests at any time. (See vacation leave side letter.)
3. Employees may earn vacation credit up to the maximum stated below. At that point, the employee earns no further vacation credit until he/she reduces the balance. If such accumulation of vacation credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th and 20th years of service, the higher rate will be used for computation of the maximum allowed.

4. The minimum amount of vacation which can be used at any one time is one (1) hour.

5. Employees hired prior to March 1, 1992 shall continue to accrue vacation as follows:

The intent of this provision is to "grandparent" the vacation accrual rate stated in "A" above for all employees who are members of this unit prior to March 1, 1992.

6. Employees may cash out up to 40 hours of accrued vacation leave once each calendar year. Employees must retain at least 80 hours of accrued vacation leave after cashing out vacation leave. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out 40 hours of accrued vacation leave. The employee can choose to have the 40 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 40 hours (i.e., 20 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).

7. Upon termination of employment, a regular or probationary employee shall be paid cash value of the accrued vacation leave at the time of termination in accordance with the above schedule.

For the City

Glenn Bullock

Date: July 12, 2016

For the APOA

Timothy K. Talbot

Date: 7/12/16

Tentative Agreement

Between

The City of Antioch

And

The Antioch Police Officers' Association

Proposal #9

June 14, 2016

Subject – Article VII Leaves

B. Holidays

1. Offices shall be closed to the public on the following holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
<u>Friday after Thanksgiving Day</u>	<u>Day after Thanksgiving Day</u>
December 24	Christmas Eve
December 25	Christmas Day

For the City

Gerron Buckner

Date: 6/14/2016

For the APOA

Terry K. Tully

Date: 6/14/16

Tentative Agreement
Between
The City of Antioch
And
Antioch Police Officer's Association
Proposal #10

SUBJECT: Article VII Leaves (Section C Sick Leave)

C. Sick Leave

1. Regular and probationary employees shall accrue sick leave at the rate of 3.692 hours per bi-weekly pay period. There is no maximum limit for the accrual of unused sick leave.
2. Sick leave may be used ~~only~~ in the following situations and as otherwise permitted by law:
 - a. When the illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
 - b. When the employee must provide emergency care for his/her spouse, domestic partner (to be eligible they must be registered with the California Secretary of State, child or dependent, living within the employee's household.
 - c. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.
3. In order to receive sick leave, the employee must notify his/her supervisor or Department office prior to, or as close as possible to, the employee's normal starting time.
4. (a) Upon giving prior written notice, the Chief of Police or designee may require an employee using sick leave to present a physician's certificate attesting he/she has consulted with the physician for an illness or injury. Such certificate must be issued solely by a licensed physician or appropriate medical designee as authorized by the treating physician for the employee's most recent sick leave usage.

(b) The notification for an employee to provide such certificate for an injury or illness shall expire a maximum of 182 calendar days after issuance. The notification shall include the date of expiration.

(c) Employees who have received written notification of the requirement to present such certificate prior to their next occurrence of injury or illness shall present such certificate within one (1) business day upon reporting for duty after an injury or illness.

5. Upon separation, after at least ten (10) years of service, the employee shall receive payment for the cash value of forty percent (40%) of his or her unused sick leave. The maximum amount payable under this Article is forty (40) days' pay.
6. Conversion - Effective September 1, 1998, at the end of each calendar year, if a member has used less than five (5) days of sick leave, he/she may convert up to twelve (12) days of current unused sick leave to vacation or cash on a 3-1 ratio providing such conversion does not reduce sick leave balance to less than four hundred (400) hours. Sick leave not converted shall continue to accumulate to the member's account.

For the City

For the APOA

Glenn Berkeman

Tammy K. Talbot

Date: 9/25/2016

Date: 8/25/16

Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officer's Association

Proposal 11

April 26, 2016

Subject – Article VII Leaves, Section E. Funeral Pay

1. An employee may take time off with pay to attend to arrangements related to and attendance of the funeral of his/her spouse, registered domestic partner, children, step-children, father, mother, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's or registered domestic partner's grandparents and grandchildren.
2. The amount of time off granted shall depend on individual circumstances, but in no case shall exceed three (3) scheduled work days. The employee's Department Head must be notified in advance.

For the City

For the APOA

Glenn Bulchian

Trentley K. Tollet

Date: 4/26/2016

Date: 4/26/16

Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officer's Association

Proposal 12

April 26, 2016

Subject – Article VII Leaves, Section F. Jury Duty/Witness in Judicial Proceeding

1. Any employee legally required to report for jury duty and/or serve as a juror on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served.

For the City

For the APOA

Glenn Beckheim

Tatiana Tello

Date: 4/26/2016

Date: 4/26/16

**Tentative Agreement
Between
The City of Antioch
And
Antioch Police Officer's Association
Proposal #13**

July 12, 2016

Subject – Article VII Leaves, Section H Other Leaves

H. Other Leaves of Absence

1. The City Manager may grant a leave of absence without pay for a period not to exceed twelve (12) months.
2. The City Council may grant an additional leave of absence without pay for six (6) months. In no event shall a leave of absence granted by the City Manager and City Council exceed one (1) year.
3. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Director. A regular employee with a granted leave of absence shall not receive compensation for holidays that occur during such leave nor shall he/she accrue vacation or sick leave credit. His or her anniversary date shall be deferred by the length of such leave. If the approved leave is for medical reasons, the City shall continue to pay life and dental insurance premiums for up to the first six (6) months of such leave.
4. If the approved leave is for medical reasons, the employee shall not return to work until he/she provides the City with a doctor's certificate stating that the employee is capable of resuming normal duties on a full-time basis.
5. Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time leave was granted or to an equivalent position. An employee who fails to report to work within three (3) days of promptly at the expiration of his or her leave shall be deemed to have voluntarily terminated their employment with the City.
6. An employee who is absent from work for three (3) working days or more without an approved leave of absence in accordance with the provisions of

this section shall be deemed to have voluntarily terminated their employment with the City.

For the City

For the APOA

Glenn Bulheims

T. Kelly Telford

Date: July 27, 2016

Date: 7/27/16

Tentative Agreement

Between

The City of Antioch

And

The Antioch Police Officers' Association

Proposal #14

June 2, 2016

Subject - Article VIII, Health and Welfare

A. Medical Insurance

1. The City contracts with the California Public Employees' Retirement System (CalPERS) ~~and the Local 3 Public Sector Health and Welfare Trust~~ for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS and the City's Medical-After-Retirement Policy.
2. The City shall pay One Hundred Twenty-FiveEighty Dollars ~~and Eighty cents~~ (\$12580.80) per month on behalf of each active and retired employee who subscribes for coverage. In the event CalPERS requires a minimum employer payment in excess of One Hundred Twenty-FiveEighty Dollars ~~and Eighty cents~~ (\$12580.80) per month, the City shall pay ~~the increased such amount for the term of this MOU~~ and the City shall ~~offset/subsume this~~ the City's contribution to the Flexible Benefits Plan pursuant to Section H. below by an amount equal to the CalPERS requirement. [See Work Sheet in Appendix B]
3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

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B. Dental Insurance

1. The City shall make available to active employees and the eligible dependents of active employees, dental insurance coverage equivalent to the Delta Dental Premier Plan which includes a \$3,000 lifetime maximum orthodontia benefit.
2. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

C. Life Insurance

1. The City shall make available a \$25,000 group life insurance policy for each employee effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in the \$25,000 life insurance policy.
2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability Insurance Sworn Members

1. The Association shall make available to represented sworn employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.
2. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

E. Long-Term Disability Insurance Non-Sworn Members

1. The Association shall make available to represented non-sworn employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.
2. Industrial Disability - In the event of an industrial illness or injury, the City shall cease paying full salary for employees who receive Workers' Compensation temporary disability payments, except that full salary shall continue for the first thirty (30) calendar days. The employee may use accumulated sick leave, vacation, compensation time, and floating holidays to extend the time in which full salary can be received.

3. Non-Industrial Disability - In the event of a non-industrial illness or injury, the employee is required to use all but 40 hours of accumulated sick leave before LTD benefits begin. If sick leave is exhausted before the end of the thirty (30) calendar day waiting period, vacation, compensation time and floating holidays may be used. The employee also may use vacation, compensation time and floating holidays beyond the thirty (30) calendar day waiting period to extend full salary.
4. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

F. Vision Care

1. The City shall make available to represented employees and the dependents of represented employees Options I, II, III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc. as that plan existed for other represented employees of the City on the effective date of this agreement.
2. Enrollment in the Vision Care Program is optional.

G. Employee Assistance Program

1. The City shall continue to make available to represented employees the City's current Employee Assistance Program (EAP), ~~which is administered by Pacific Care Behavioral Health~~.
2. Enrollment in the EAP is mandatory.

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H. Flexible Benefits (Cafeteria) Plan

~~The City will continue the flexible benefits plan as constituted on July 1, 2007.~~

1. Effective January 1, 20~~16~~⁰⁸, and for the duration of this Memorandum of Understanding the City shall make the following contributions to the Flexible Benefits Plan on behalf of represented employees.
 - a. For an employee who is eligible for employee only medical coverage, the City shall contribute the PERS Kaiser single Bay Area rate, subject to A.2 above and f. below.
 - b. For an employee who is eligible for two (2) party medical coverage, the City shall contribute the PERS Kaiser two (2) party Bay Area rate, subject to A.2 above and f. below.
 - c. For an employee who is eligible for family medical coverage, the City shall contribute the PERS Kaiser Family Bay Area rate, subject to A.2 above and f. below.

- d. City shall contribute to the most densely populated dental plan at the appropriate employee's benefit enrollment level; 1 party, 2 party or Family
 - e. The City shall contribute to the most densely populated vision plan at the appropriate employee's benefit enrollment level; 1 party, 2 party of Family.
 - f. Effective ~~January 1, 2008 and~~ each January 1 ~~thereafter~~ for the duration of this agreement, the amounts specified in Section H., 2., a., b. and c. of this Article will be increased by the percentage amounts determined by the PERS Bay Area Kaiser service provider to provide said benefit up to a maximum increase of ten percent (10.0%) per year. In the event the increase that year is more than ten percent (10%), the City will pay 50% of ~~such the~~ increase and the employee will be responsible for the other 50% of ~~the such~~ increase that is greater than ~~over the~~ ten percent (10.0%).
 - g. The City will contribute up to the full ten percent (10%) to reduce the burden on the employee from the previous year should the increase in the previous year be greater than ten percent (10%). (Example: 12% increase one year, employee pays 1%. The following year has an 8% increase, City picks up that 1% from the previous year for a total of 9%. Not to exceed 10% to the City in a year where the premium increase was actually less than 10%).
 - h. In the event that in December of each year it is determined that the most populated plan in the bargaining unit is not Kaiser, then the Employer will use the most populated plan to apply the above formula.
2. Each employee shall file an election in writing during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
- a. During the designated Open Enrollment Period each year, each represented employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefit Plan.
 - b. If the costs of an employee's selections exceed the City's monthly contributions, the employee may designate a portion of his/her wages to be deposited into the Flexible Benefit Plan to cover the cost of such selections.

- c. If the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. For an employee hired after September 1, 2007 the maximum monthly amount that may go into wages is Two Hundred Fifty Dollars (\$250) per month. Such amount will be adjusted each year by the percentage increase of the City's medical contribution on January 1 of each year.
- d. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.
- e. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

I. Alternative Services

- 1. The City and the Association may, by mutual agreement, re-open discussions at anytime during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.
- 2. The City also reserves the right to offer optional alternative health and welfare benefit programs.

For the City

Ilana Bulcheim

Date: 6/14/2016

For the APOA

Tracy K. Felt

Date: 6/14/16

Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officer's Association

Proposal#15

SUBJECT: Article IX Retirement

ARTICLE IX

RETIREMENT

A. Public Employees' Retirement System (CalPERS)

1. Sworn Members

- a. The City provides sSworn "classic" and "legacy" employees, as defined by CalPERS, shall continue to receive with the CalPERS 3% at age 50 safety retirement benefit plan formula. Retirement benefits shall continue to be based on the include "single highest year final compensation" one-year final compensation formula in accordance with Government Code Section 20042, and "one-half continuance" formulas.
- b. The City shall continue paying the full 9% employee contribution for "classic" and "legacy" employees as an employer-paid member contribution (EPMC). EPMC for the remainder of the term of this Memorandum of Understanding. Effective September 1, 2012, The City will reports such contribution to CalPERS as "special compensation", to employee's salary. For officers retiring prior to September 1, 2012, the City will purchase a bridge annuity that provides the equivalent benefit of such contribution to CalPERS as special compensation to employee's salary.
- c. Effective the first pay period after March 1, 2012, sworn employees began contributing 9% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for the 3% at 50 safety plan. Sworn "classic" and "legacy" employees shall continue contributing 9% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for that plan.

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11/15/16

- d. Effective the first pay period after September 1, 2016, sworn classic and legacy employees shall contribute a total of 11.5% of pensionable compensation (an additional 2.5%) on a tax deferred basis towards the City's CalPERS contributions for the 3% at 50 safety plan.
- e. Effective September 1, 2017, sworn classic and legacy employees shall contribute a total of 12% of pensionable compensation (an additional 0.5%) on a tax deferred basis towards the City's Cal PERS contributions for the 3% at 50 safety plan.
- f. If, as a result of legislative change or unilateral action by the City, employees are required to make an employee contribution for all or a portion of the employee's share of retirement costs that reduces or eliminates the EPMC, the 12% employee cost share contribution paid towards the employer's cost shall be converted to an employee contribution.
- g. Sworn "PEPRA" employees, as defined by CalPERS, shall receive the CalPERS 2.7% at 57 safety retirement benefit formula. Retirement benefits shall be based on the three year average final compensation formula. PEPRA employees shall pay 50% of the normal cost for such retirement benefits on a pre-tax basis, as determined by CalPERS.
- h. ~~Except where changes are imposed upon the City and the Association by outside authority, modifications in benefits would occur by mutual agreement only.~~

2. Non-Sworn Members

- a. Non-sworn "classic" and "legacy" employees, as defined by CalPERS, shall continue to receive the be covered by the CalPERS 2.7% @ at age 55 miscellaneous retirement benefit plan formula. Retirement benefits shall continue to be based on the one year final compensation formula in accordance with Government Code section 20042, except as provided below. For the term of this agreement, the City will pay the 8% EPMC or 7% EMPMC as the case may be.
- b. The City shall continue paying the full 8% employee contribution for non-sworn "classic" and "legacy" employees as an employer-paid member contribution (EPMC). The City reports such contribution to CalPERS as "special compensation" for all non-sworn classic and legacy employees.
- c. Non-sworn "classic" and "legacy" employees shall contribute 8% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for the 2.7% at 55 miscellaneous plan.
- d. If, as a result of legislative change or unilateral action by the City, employees are required to make a direct employee contribution for all or a portion of the employee's share of retirement costs that reduce or eliminate the EPMC, the

8% employee cost share contribution paid towards the employer's cost shall be converted to an employee contribution.

- e. Non-sworn "PEPRA" employees, as defined by CalPERS, shall receive the CalPERS 2.0% at 62 miscellaneous retirement benefit plan. Retirement benefits shall be based on the three year average final compensation formula. PEPRA employees shall pay 50% of the normal cost for such retirement benefits on a pre-tax basis, as determined by CalPERS.

~~For employees hired after the appropriate PERS amendment has been executed, the City will provide coverage in PERS for all probationary and regular employees based on the 2% at 55 Benefit Formula.~~

3. Except as may be modified by the parties the total cost of retirement benefits shall be borne by the City under California Government Code 20615.
4. The City shall continue providing such other CalPERS optional benefits and enhancements to sworn and non-sworn members as set forth in the City's contract with CalPERS on the date of execution of this MOU.
5. Except where changes are imposed upon the City and the Association by outside authority, modifications in benefits will occur by mutual agreement only.
6. The City and the Association may request that this the section regarding retirement may be reopened during the term of this MOU, with written notice to the other party. The reopener may only be exercised to address CalPERS rules and/or regulation modifications or the implementation of statutes which impact retirement benefits.

For the City

For the APOA

Glen B. Berkman

Teddy & Telle

Date: November 16, 2016

Date: 11/15/16

Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officer's Association

Proposal #17

August 25, 2016

SUBJECT: Article X Educational Incentive, Section B Certificate/Attainment Incentive Pay

ARTICLE X

EDUCATIONAL AND POST INCENTIVES

A. Educational Reimbursement Incentive Program

Employees are eligible to receive reimbursement for approved courses through a recognized college or university in accordance with City policy on educational reimbursement up to a limit of Eight Hundred and No/100ths (\$800.00) per year

B. Educational Incentive Pay Certificate/Attainment Incentive Pay

1. Effective September 1, 2016, sworn employees in the classifications of Police Officer, Police Corporal and Police Sergeant shall receive educational incentive pay as a percentage of base monthly pay as follows:

AA Degree 2.5%
BA/BS Degree 5%

The above percentages are not cumulative. The maximum educational incentive a sworn employee can receive is 5%.

2. Effective September 1, 2016, non-sworn employees in the classifications of Police Dispatcher, and Lead Dispatcher and Dispatch Supervisor shall receive educational incentive pay degree as a percentage of base monthly pay as follows:

AA Degree 2.5%
BA/BS Degree 5%

The above percentages are not cumulative. The maximum educational incentive a dispatch employee can receive is 5%.

3. Effective September 1, 2016, non-sworn employees in the classification of Community Services Officer shall receive educational incentive pay for possession of an Associate or Bachelor's degree as follows:

AA Degree \$75 per month
BA/BS Degree \$105 per month

The above amounts are not cumulative. The maximum educational incentive a Community Services Officer can receive is \$105 per month.

<u>POSITION</u>	<u>AA/Intermediate POST Certificate</u>	<u>BA/Advanced POST Certificate</u>
<u>Police Officer</u>	<u>120.00</u>	<u>210.00</u>
<u>Police Corporal</u>	<u>125.00</u>	<u>220.00</u>
<u>Police Sergeant</u>	<u>130.00</u>	<u>230.00</u>

This pay shall be provided to sworn personnel only.

C. Peace Officer Standard Training (POST) Certificate Pay

1. Effective September 1, 2016, sworn employees in the classifications of Police Officer, Police Corporal and Police Sergeant shall receive POST certificate pay as a percentage of base monthly pay as follows:

Intermediate Certificate 2.5%
Advanced Certificate 5%

The above percentages are not cumulative. The maximum POST incentive a sworn employee can receive is 5%.

2. Effective September 1, 2016, non-sworn employees in the classifications of Police Dispatcher, and Lead Dispatcher and ~~Dispatch Supervisor~~ shall receive POST certificate pay as a percentage of base monthly pay as follows:

Intermediate Certificate 2.5%
Advanced Certificate 5%

The above percentages are not cumulative. The maximum POST incentive a dispatch employee can receive is 5%.

D. Corporal POST Certificate

1. Effective March 1, 2012, the Corporal position may be eligible for Supervisor POST Certificate, if
 - POST approves the Department's request for Corporals to be considered for the POST Supervisory Certificate, and;
 - The Department's current training meets the POST standards for the Supervisory Certificate.
2. The possession of a POST Supervisory Certificate will not qualify an employee, in and of itself, to be reclassified to the Sergeant Classification.
3. The intent of allowing the Corporal to be eligible for a POST Supervisory Certificate is NOT to:
 - provide certificate compensation for the POST Supervisory Certificate.
 - provide an avenue for Corporals to claim they are meeting the full range of Sergeant duties.

E. Employees are only eligible to receive either the education incentive or a POST incentive but not both.

F. It is the employee's responsibility to notify their Department Head and the Personnel Department of any degree or certificate attained. The pay will begin the date the Personnel Department receives a copy of the degree or certificate. There shall be one exception to this rule: An employee is eligible for up to three (3) months retroactive pay if there is a delay between attainment of the degree or certificate and official notification from the college, university or academy.

Qualifying courses and special instruction are to be pursued during the employee's off-duty time. As the approved training will be outside the area of assignment, no employee shall be allowed to attend the training while on duty, and no overtime shall be accrued for any training pertaining to the approved hours. This will not restrict any employee to apply for time off when said time can be deducted from his/her accrued overtime hours, or for arranging to trade shifts with another employee, having another employee work his/her shift in order to attend classes. The time off and trading of shifts shall be at the discretion of the shift supervisor and by approval of the Department Head.

D. — Education Pay for Dispatchers (only)

Effective the first pay period after March 1, 2012, Non-Sworn employees shall receive incentive pay as follows:

<u>Position</u>	<u>AA/Intermediate Certificate</u>	<u>BA/Advanced Certificate</u>
<u>Police Dispatcher</u>	<u>\$55.00 per month</u>	<u>\$85.00 per month</u>
<u>Lead Dispatcher</u>	<u>\$60.00 per month</u>	<u>\$90.00 per month</u>

Effective the first pay period after January 1, 2015, Non-Sworn employees shall receive incentive pay as follows:

Position

AA/Intermediate
Certificate

BA/Advanced
Certificate

Police Dispatcher

\$70.00 per month

\$100.00 per month

Lead Dispatcher

\$75.00 per month

\$105.00 per month

For the City

Alison Beckheimer

For the APOA

Tanya K. Talbot

Date: 8/25/2016

Date: 8/25/16

Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officer's Association

Proposal 20

April 26, 2016

Subject – Article XI, UNIFORM, SAFETY EQUIPMENT, MEAL, MILEAGE & CANINE ALLOWANCES, Sub Section D

Mileage and Meal

2. Whenever a member of this unit works in excess of four (4) hours overtime, he/she shall be compensated for the cost of a meal in accordance with paragraph 4(a) below.

For the City

For the APOA

Steven Bulheimer

Tracy K. Talt

Date: 4/26/2016

Date: 4/26/16

Tentative Agreement

Between

The City of Antioch

And

The Antioch Police Officers' Association

Proposal #21

June 2, 2016

Subject: Article XI Uniform, Safety Equipment, Meal, Mileage & Canine Allowances, Section D Mileage and Meal [Subsection 4]

4. As it relates to local travel not requiring overnight accommodations the following conditions shall apply:

Meal Reimbursement Eligibility:

- a. Meal reimbursement will be for the "actual cost of the meal" up to a maximum of \$11.50 for breakfast, lunch and or dinner.

For the City

Glenn Bulchman

Date: 6/14/2016

For the APOA

Tracy K. Kellard

Date: 6/14/16

Tentative Agreement
Between
The City of Antioch
And
Antioch Police Officer's Association
Proposal #22
August 25, 2016

Subject – Article XII Seniority

A. City Definitions

City Service Date shall include regular, probationary, provisional, temporary (full-time and intermittent, excluding Police Reserves) as well as leaves of absence for obligatory military service while an employee of the City. City Service Date shall be calculated to includeing all time spent as an employee of the City as defined above including all time spent on paid leave of absence (including military leave as defined above) and excluding all time spent on unpaid leave of absence.

Classification Seniority Date shall be defined as the date upon which the employee was hired or promoted into their current classification and shall include regular, probationary, provisional, temporary (full-time and intermittent, excluding Police Reserves) as well as leaves of absence for obligatory military service while an employee of the City. Classification Seniority Date shall be calculated to includeing all time spent as an employee of the City as defined above including all time spent on paid leave of absence and exclude all time spent on unpaid leave of absence.

B. Department Definitions

Seniority shall be defined as the date of hire, with the City of Antioch, which shall include all time spent on paid leave and all time spent on unpaid leaves of absence. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing Seniority.

Date of Classification shall be defined as stated below. The Date of Classification shall include all time spent on paid leave and all time spent on unpaid leaves of absence. Less than full-time

service will be consolidated in equivalencies of full-time service for the purpose of establishing the Date of Classification.

Sworn

Officer

Classification Seniority shall be defined as the date upon which the employee was hired as a Sworn employee with the City of Antioch and shall include all time as a sworn employee. Date of Classification shall be calculated as indicated above.

Corporal

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to the classification of Corporal with the City of Antioch. Date of Classification shall be calculated as indicated above.

Sergeant

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to the classification of Sergeant with the City of Antioch. Date of Classification shall be calculated as indicated above.

Non-Sworn

Dispatcher

Classification Seniority shall be defined as the date upon which the employee was hired as a Dispatcher, with the City of Antioch, and shall include all time as a Dispatcher, Lead Dispatcher and as a Dispatch Supervisor. Date of Classification shall be calculated as indicated above.

Lead Dispatcher

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to a Lead Dispatcher with the City of Antioch. Date of Classification shall be calculated as indicated above.

Dispatch Supervisor

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to a Dispatch Supervisor with the City of Antioch. Date of Classification shall be calculated as indicated above.

Community Service Officer

Classification Seniority shall be defined as the date of hire as a Community Service Officer with the City of Antioch. Date of Classification shall be calculated as indicated above.

C. Determination of Seniority Date

As determined by official City payroll records, all services in the employ of the City shall be counted toward the establishment of an employee's City Service Date. All service in a given classification shall be counted towards the establishment of an employee's Classification Service Date. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City Service Date and Classification Seniority Date.

~~As determined by official City payroll records, all services in the employ of the City shall be counted toward the establishment of an employee's City Service Date. All service in a given classification shall be counted toward the establishment of an employee's Classification Service Date. Service dates shall include regular, probationary, provisional, temporary (full time and intermittent, excluding Police Reserves), as well as leaves of absence for obligatory military service while an employee with the City. Less than full time service will be consolidated in equivalencies of full time service for the purpose of establishing the City Seniority Service Date.~~

Leave of Absence

~~In computing both City and Classification Seniority, all time spent on paid leave of absence shall be included and all time spent on unpaid leave of absence shall be excluded.~~

D. Appropriate Classification

Probationary or regular status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold regular or probationary status.

E. Ties

~~If two (2) or more employees have identical Service Dates, the tie shall be broken based on a drawing by lot.~~

If two (2) or more employees have identical City Service Date and Date of Classification the tie shall resolved by the following:

For employee hired before January 1, 2012 the tie shall be resolved in accordance with the Antioch Police Officers' Association Police Officers' Seniority List (Data as of 11/03/2012.attachment XX (document to be developed).

For employee hired on or after January 1, 2012 the tie shall be resolved by the employee who has the lowest last three (3) digits of their Social Security Number shall have the higher seniority date.

F. Days Off

Classification seniority shall be the basis for preference for vacation, personal holidays and compensatory time off.

G. Shift Bid

Shift Bid for patrol and dispatch will be done by seniority. The process will be outlined in Department policies, special orders and practices, which may be modified or changed in accordance with the MMBA.

~~The Department maintains the right and ability to eliminate modify Department policies, special orders and practices in accordance with the MMBA.~~

H. Order of Layoff

~~There shall be no layoffs within the bargaining unit prior to March 1, 2013.~~

The order of layoff shall be in inverse classification seniority, the employee in that classification with the least seniority being laid off first. In rehiring, the last employee laid off shall be the first employee hired until the list of former employees is exhausted. All emergency and temporary

employees working in the same classification as those identified for layoff must be laid off prior to the layoff of probationary or regular status employees.

Corporal Classification

~~The City will not layoff any individual who is an incumbent of the Corporal classification as of March 1, 2012. The protection from this section shall terminate on August 31, 2016.~~

~~— If a current incumbent vacates (includes promotion, voluntary demotion, demotion, or separation and reinstatement with the City) their position as a Corporal, prior to August 31, 2016 they will no longer be protected from layoff.~~

~~— Individuals promoted or hired into the Corporal classification after March 1, 2012 shall not be subject to the no layoff provisions of this section.~~

I. Demotion In Lieu of Layoff

Before an employee with regular or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which the employee was originally promoted or any subsequently created intermediate level classification for which the employee possesses the basic minimum qualifications.

In the process of demoting, the Classification Seniority Date shall be utilized. Employees with the least amount of seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step.

In rehiring, as promoted positions are reinstated, the last employee to voluntarily demote shall be the first employee promoted until such list of demoted employees is exhausted. In no case shall an employee that voluntarily demoted be reinstated to a higher classification than the employee originally held prior to voluntarily demoting.

EJ, ~~Bumping to the Bargaining Unit~~

Bumping Rights Limited by the following:

- Any employee of the Police Department who is not a member of the bargaining unit represented by the APOA, ~~non bargaining unit employee~~ who requests to bump into a classification represented by the APOA must meet the following criteria at least 45 days prior to placement in the bargaining unit.

- The individual must meet the Minimum Qualifications of the classification for which they wish to bump into.
- Any individual ~~who is not currently employed by the department~~ must meet the physical requirements of the classification.
- The individual must meet the educational requirements of the classification.
- The individual must meet any POST requirements.
- The individual must pass all psychological examinations required of new employees

For the City

For the APOA

Ellen Bulcheim

T. A. K. Talbot

Date: 8/25/2016

Date: 8/25/16

Tentative Agreement
Between
The City of Antioch
And
Antioch Police Officer's Association
Proposal #23
July 12, 2016

Subject – Article XIII Grievance Procedure

The following grievance procedure is in accordance with the City of Antioch Personnel Rules.

A. Grievance Procedure

- ~~1. A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of merit system rules and regulations or Memorandum of Understanding.~~

~~Effective no sooner than January 1, 2013}~~

A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of the following:

- Personnel Rules
- Merit System Rules and Regulations
- Memorandum of Understanding
- Department Policies
- Department Procedures
- Department Special Orders

~~Grievances filed regarding the following shall be filed at the A.4.a of the grievance procedure and may be process up to and including A.4.d of the grievance procedure~~

- ~~• Personnel Rules~~
- ~~• Merit System Rules and Regulations~~
- ~~• Memorandum of Understanding~~

~~Grievances filed regarding the following shall be filed at A.4.a of the grievance procedure and may be processed only through up to and including Step 3 (City Manager Level)A4.e of the grievance procedure.~~

- Department Policies
- Department Procedures
- Department Special Orders

2. For purposes of this proceduresection a "work day" or "working day" is defined as:

- Any day Monday – Friday except for City designated Holidays and City Hall closures.

~~32.~~ It is the intent of the City to anticipate and diminish causes of grievances and settle any which arise informally at the lowest practical level of supervision as fairly and promptly as possible. ~~Therefore, there must be time limits between the initiation of the grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given.~~ Any grievance not initiated or pursued by the employee, or employee organization or the City, as the case may be, within these time limits specified in this procedure, will be considered settled on the basis of the last ~~timely demand or~~ answer by the Cityeither party, as the case may be, unless the time limit is extended by written agreement of both parties. If the City fails to respond within the time limits specified in this procedure, the employee or employee organization shall be entitled to pursue the grievance to the next higher step in this procedure.

4. At each step of the grievance procedure, the City shall make available any records relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance with in ~~fifteen~~Twenty -(2015) City Hall businessworking days, except for any materials which, in the City Manager's discretion, must, in the public interest, be kept confidential or which is intimate and private to the grieving employee

~~At each step of the grievance procedure, the City shall make available any records relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance, except for any materials which, in the City Manager's discretion, must, in the public interest, be kept confidential or which is intimate and private to the grieving employee.~~

5. Any employee in the merit system shall have the right to use the grievance procedure. Any employee in the bargaining unit and or the employee organization shall have the

right to use the grievance procedure. ~~Every~~Any employee in the bargaining unit or employee organization shall be able to use ~~the~~is grievance procedure free from restraint, discrimination, pressure of reprisal from any other employee, supervisor, division head, department head, or representative of employee organizations. Employee shall have the right to present grievances individually or through ~~their~~his/her employee organization. An employee shall have the right to withdraw the grievance at any step in the procedure. An employee shall have the right to designate a representative of an employee organization at the second step, or any succeeding step, of this grievance procedure. If the employee is represented by a representative of the employee organization, the employee filing the grievance shall also be present during the discussions and all steps of the grievance procedure.

64. Grievances will be processed in the following manner and within the stated time limits:

- a. ~~Step 1 - If an employee has a grievance he or she shall first discuss the matter alone with his or her immediate supervisor. The grievance must be presented to the employee's Lieutenant or his/her designee within fifteen (15) working days following the occurrence of the event or discovery of the event upon which the grievance is based. The grievance must be presented in writing on the official City of Antioch Grievance Form. The Lieutenant or his/her designee supervisor shall make a thorough investigation of the reported grievance and render his or her decision within five (5) three (3) working days. Most grievances should be solved at this employee-supervisor level.~~
Step 1 - If an employee has a grievance he or she shall first discuss the matter alone with his or her immediate supervisor. The grievance must be presented to the employee's Lieutenant or his/her designee within fifteen (15) working days following the occurrence of the event or discovery of the event upon which the grievance is based. The grievance must be presented in writing on the official City of Antioch Grievance Form. The Lieutenant or his/her designee supervisor shall make a thorough investigation of the reported grievance and render his or her decision within five (5) three (3) working days. Most grievances should be solved at this employee-supervisor level.
- b. ~~Step 2 - If the employee is not satisfied with the decision of the supervisor in the first step and wishes to appeal the decision, the employee, either individually or by instructing the representative or the employee organization, can appeal to the Department Head. Such appeal must be presented in writing on the official City of Antioch Grievance Form and must be filed within five (5) working days after the supervisor's decision is given.~~
Step 2 - If the employee is not satisfied with the decision of the supervisor in the first step and wishes to appeal the decision, the employee, either individually or by instructing the representative or the employee organization, can appeal to the Department Head. Such appeal must be presented in writing on the official City of Antioch Grievance Form and must be filed within five (5) working days after the supervisor's decision is given.

~~At this step of the grievance procedure, a supervisor or employee, individually or through his or her designated employee organization representative, shall have the opportunity to provide evidence from witnesses. The Department Head in this step shall make a thorough investigation of the reported grievance and render his or her decision in writing within five (5) working days.~~

~~If the employee is not satisfied with the decision of the Lieutenant at Step 1 and wishes to appeal the decision, the employee, individually or by instructing the designated representative of the employee organization, can appeal the grievance to the Chief of Police or his/her designated representative. The appeal must be in writing and filed with the Chief of Police within fifteen (15) working days of the date the decision was rendered by the Lieutenant in the preceding step.~~

If the employee is not satisfied with the decision of the Lieutenant at Step 1 and wishes to appeal the decision, the employee, individually or by instructing the designated representative of the employee organization, can appeal the grievance to the Chief of Police or his/her designated representative. The appeal must be in writing and filed with the Chief of Police within fifteen (15) working days of the date the decision was rendered by the Lieutenant in the preceding step.

At this step of the grievance procedure, a supervisor or employee, individually or through his/her designated employee organization representative, shall have the opportunity to provide evidence from witness. The Chief of Police or his/her designee in this step shall make a thorough investigation of the reported grievance and render his/her decision in writing within ~~fivefive~~ (5) working days.

- c. Step 3 - If the employee is not satisfied with the decision of the Chief of Police Department Head ~~at in the Step 2 second step~~ and wishes to appeal the decision, the employee individually or by instructing the designated representative of the employee organization, can appeal to the City Manager. The appeal shall be in writing and filed with the City Manager within ~~fifteenfive~~ (15) working days of the date the decision was rendered by the Chief of Police Department Head in the preceding step. The written appeal shall include a detailed statement of the grievance. The City Manager or designee shall make a thorough investigation of the reported grievance and render his or her decision in writing within ~~fivefive~~ (5) working days after the close of the investigation. The City may initiate its grievances at this step of the procedure. Such grievances shall be filed with the employee organization president and if not settled at this Step, shall proceed to Step ~~4d~~.

~~An employee or employees, or employee organization may file and/or appeal a grievance with respect to the meaning, interpretation, application or enforcement of the Police Departments Policies, Procedures and Special Orders up to and including the City Manager response. The City Manager response shall be final.~~

- d. Step 4 - If the Association is not satisfied with the City Manager's or designee's decision at Step ~~3(c.) of the disciplinary appeal or grievance procedure~~, the Association may require that the ~~disciplinary appeal or~~ grievance be referred to an impartial arbitrator by notifying the City Manager within ~~fifteen~~ (15) ~~working~~ days of the conclusion of Step ~~3-(c.)~~. ~~The impartial arbitrator shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Arbitrator decisions on matters properly before them which pertain to the disciplinary actions involving the suspension, demotion, pay reduction or discharge of an employee or to a grievance shall be final and binding on both parties.~~

~~No Arbitrator shall entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such~~

~~dispute falls within the definition of a grievance as hereinabove set forth in paragraph A.1. of this Section.~~

~~B. Appeal from Disciplinary Action~~

~~1. — Any employee in the merit system shall have the right to appeal to an Arbitrator any formal disciplinary action taken against him/her. Formal disciplinary action includes suspension, demotions, reductions in merit step and terminations. Failure to successfully complete a probationary period or to obtain a merit increase are not a disciplinary action and are not subject to appeal.~~

~~2. — Within fifteen (15) calendar days after notice of discharge, demotion, reduction in merit step, suspension, the employee or the POA that represents the employee, may file an appeal in writing to the Human Resources Director. If the 15th day falls on a weekend or holiday, the deadline shall be 5:00 p.m. of the next City Hall working day.~~

~~3. — Resignation before decision. Whenever any person who has requested a hearing resigns before final action has been taken, no further action shall be taken.~~

~~B.C. Arbitration~~

~~If arbitration is requested, representatives of the City and the APOA shall meet promptly to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator during that time frame, the parties shall request a list of seven (7) labor arbitrators from the California State Mediation and Conciliation Services (CSMCS). Within fifteen (15) working business days following receipt of the list, the parties shall select an arbitrator by alternately striking names from the list. The party to strike the first name shall be determined by coin flip. The parties shall immediately inform the arbitrator of his/her selection.~~

~~The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the APOA ~~or the employee (as the case may be)~~ and the City. Each party, however, shall bear 'the cost of its own presentation, including preparation and post hearing briefs, if any.~~

~~The~~ Arbitrator shall not entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in paragraph A.1. of this ArticleSection.

Proposals to add to or change this MOU Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU Memorandum of Understanding, may be referred for grievance under this ArticleSection; and no Arbitrator shall have the power to amend or modify this MOU Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

~~No changes in the Memorandum of Understanding of interpretations thereof will be recognized unless agreed to by the City Manager and the POA.~~

Decisions of Arbitrators on matters properly before them shall be final and binding on the parties hereto.

~~In any situation where there may be a discrepancy in the appeals process between the MOU and the City Code, the MOU shall take precedent.~~

C. Appeal from Disciplinary Action

1. Any employee in the merit system shall have the right to appeal ~~to any~~ formal disciplinary action taken against him/her. Formal disciplinary action includes suspension, demotions, reductions in pay merit step and discharge. Failure to successfully complete a probationary period or to obtain a merit increase are not disciplinary actions and are not subject to appeal.
2. Within fifteen (15) working days after final notice of suspension, demotion, reduction in pay merit step or discharge; ~~the employee or the~~
 - i. The employee shall have the option to request an appeal in accordance with Municipal Code Section 2-4-105; or
 - ii. The APOA, as the employee's representative, may file an appeal in writing to the Human Resources Director requesting an appeal hearing before an Arbitrator as specified in Section B above or an appeal in accordance with Municipal Code Section 2-4-105.
 - iii. Once an election is made for an appeal in accordance with Municipal Code Section 2-4-105 or arbitration, the Association and/or the employee waives the right to pursue an appeal hearing in the forum that was not selected.
3. Resignation before decision. Whenever any person who has requested a hearing resigns before final action has been taken, no further action shall be taken.
4. In any situation where there may be a discrepancy in the appeals process the MOU shall take precedent.

D. Disciplinary Action - Suspension

An employee may be suspended for disciplinary purposes and/or cause for a period not exceeding thirty (30) working days. Such suspension shall carry with it a loss of salary for the period of suspension.

E. Purging of Evaluations, Letters of Counseling and Letters of Reprimand from Personnel Files

1. While it is recognized by the City and the APOA that Performance Evaluations, Letters of Counseling and Letters of Reprimand are not subject to the grievance procedures outlined in Article XIII of the MOU between the City and APOA, it is agreed between the City and the APOA a system be established which will allow for the purging of Letters of Counseling and Letters of Reprimand from individual employee personnel files on a case-by-case basis. Performance evaluations are not subject to purging.

2. Letters of Counseling and Reprimand are defined as follows:

Letters of Counseling - are non-disciplinary in nature. They are designed to inform employee(s) of unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices. Letters of Counseling are designed exclusively to improve unsatisfactory job performance by educating and training the employee(s) as to specific acceptable job standards.

Letters of Reprimand - are disciplinary action imposed upon an employee which formally documents an employee(s)' unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices.

3. APOA members who incur Letters of Counseling or Reprimand may apply to the Chief of Police to have said Letters purged from their personnel files as follows:

- a. Letters of Counseling may be purged following a period of two (2) years from the date issued, except Letters of Counseling resulting from a formal citizen's complaint will not be given consideration for purging until five (5) years from the date the Letter was issued.
- b. Letters of Reprimand may be purged following a period of five(5) years from the date the Letter was issued.
- c. All requests for the purging of Letters of Counseling or Reprimand shall be made in writing from the affected employee to the Chief of Police.
- d. The Chief of Police maintains sole discretion in the decision of whether or not to purge Letters from an employee's personnel file. A decision not to purge a Letter of Counseling or Reprimand may be based on, but not limited to, the following reasons:
 - The Letter represents documentation of an improper pattern or practice by an employee, which continued over a significant period of time.
 - The employee has a pending internal investigation(s) which has not been resolved as of the date of the request.

- Since the Letter was issued, the employee has incurred further discipline.
- The City and/or the employee is involved in litigation to which the Letter may have some bearing.
- The employee has a prior disciplinary suspension(s).

~~F. No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the POA in writing.~~

For the City

For the APOA

Allen Belkheim

Tracy K. Talbot

Date: July 27 2016

Date: 7/27/2016

Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officer's Association

Proposal #24

May 5, 2016

*ADD 5-5-16
WT 3-5-16*

Commencement

Subject – Article XIV Labor Management Committee Commencement of Negotiations and Notice of Meet and Confer

A. Commencement of Negotiations

Negotiations shall commence no later than forty-five (45) days prior to the expiration of this Agreement, and no sooner than one hundred and twenty (120) days prior to the expiration of this Agreement. Either party may commence negotiations within this time period after written notification to the other party. Nothing herein contained shall prevent the parties from mutually agreeing to meet and confer on any subject.

B. Personnel Rules

The parties agreed that Section 2.25 Per Diem Position does not apply to safety bargaining unit positions.

C. Labor/Management Committee

The Department will establish a Labor/Management committee. The Committee will meet 3 times a year (January, May and November). The Committee shall consist of two (2) representatives selected by the Chief of Police and two (2) representatives selected by the APOA.

- The Labor/Management Committee shall discuss service modifications.

D. Notice to Meet and Confer

Notice to meet and confer in accordance with the MMBA and the written conclusion of such meet and confer shall be served on the parties as follows: in accordance to the following:

- City of Antioch at the e-mail addresses and of the following:
 - Human Resource Director
 - Chief of Police

- Antioch Police Officers' Association at the Police Department e-mail addresses of the following:
 - President of the APOA
 - Vice President of the APOA
 - Labor Relations Provider for the APOA

Either party may change the addressee(s) to which notice shall be sent by giving written notice to the other party, at least seven (7) days prior to implementation of said change.

E. Meet and Confer Regarding Changes to Performance Model

Prior to implementing any modification to the Department's performance model including, but not limited to the Van Meter concept the Antioch Police Department will do the following:

- Provide written notice to the APOA
- Meet and Confer with representatives of the APOA, if the APOA requests to do so in writing.
 - The meet and confer will be done in accordance with the MMBA.

For the City

For the APOA

Glenn Bulckheim

Teddy K. Bell

Date: 5/5/2016

Date: 5/5/2016

**Tentative Agreement
Between**

**The City of Antioch
And
Antioch Police Officer's Association
Proposal #25**

August 25, 2016

Subject – Article XV Savings Clause and Term of the Agreement

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any decree of court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

This Memorandum of Understanding is for a term commencing, September 1, 2016 through August 31, 2021. ~~and replaces the one with an effective date of September 1, 2016.~~

For the City

Elmer Bulchman

For the APOA

Terry K. Tullis

Date: 8/25/2016

Date: 8/25/16

**Tentative Agreement
Between
The City of Antioch
And
Antioch Police Officer's Association**

August 25, 2016

Subject – APPENDIX A, CITY OF ANTIOCH MEDICAL-AFTER-RETIREMENT REIMBURSEMENT PLAN UNIT II, ANTIOCH POLICE OFFICERS' ASSOCIATION

PLAN A

I. ELIGIBILITY

- A) This Plan is available to regular City employees represented by the Antioch Police Officers' Association who: (1) are employed by the City before, on or after March 1, 1987; (2) retired from the City with a PERS retirement and begin to draw PERS retirement benefits effective upon the date of separation from the City; and (3) have a minimum of ten (10) years of full-time regular or probationary service with the City. The level of benefits for which the retiree is eligible is as follows:
- i) Twenty-five percent (25%) benefit level for the employee who retires with a minimum of ten (10) years but less than fifteen (15) years of service; or
 - ii) Fifty percent (50%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than twenty (20) years of service; or
 - iii) Seventy-five percent (75%) benefit level for the employee who retires with a minimum of twenty (20) years but less than twenty-five (25) years of service; or
 - iv) One-hundred percent (100%) benefit level for the employee who retires with a minimum of twenty-five (25) years of service.
- B) The spouse of an eligible retiree shall be entitled to coverage at the same level as the retiree. The spouse of a deceased retiree shall continue coverage at the same level except that such coverage shall cease upon remarriage.
- C) Dependents, other than the spouse, may be carried on the group medical insurance plans subject to the regulations of those plans and at the expense of the retiree.

Dependents who lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she

should contact the City within sixty (60) days of the date coverage ends to make arrangements for conversion or continuation.

II. ENROLLMENT PERIOD

- A) Upon retirement, an employee who is eligible for benefits pursuant to this Plan must satisfy the enrollment requirements of the City's current health insurance provider(s) in order to continue enrollment in City-sponsored medical insurance.

If a retiree who is eligible to participate in City-sponsored medical insurance does not enroll in this Plan immediately upon retirement, he/she may enroll in this Plan at a later date.

Nothing in this Section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. In the event that such member chooses an alternative insurance carrier, the City's payment shall be as set forth in Section [111.8.4III.B.3](#). Retirees or spouses who choose alternative medical coverage and who are age 65 or above are subject to provisions of Section [111.A.2III.A.2](#).

- B. Enrollment in alternative medical coverage pursuant to A., above, must be made within thirty (30) days of the date the retirement becomes effective. It is strongly recommended that election be made and notification occurs prior to the effective date of retirement to assure no possible lapse of coverage. Prior to retirement the employee should discuss arrangements for coverage during the period immediately following retirement and before PERS has fully processed the retirement.

A retiree who does not enroll in alternative health insurance within thirty (30) days of his/her retirement may enroll in this Plan at a later time.

- C. Should a retiree, spouse, or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan. Actual enrollment in City-sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e. open enrollment periods).
- D) Should a retiree gain a new dependent, he/she may enroll that dependent, subject to the eligibility requirements of the appropriate insurance carrier.

III. COVERAGE

A1. A retiree may enroll in one of the medical insurance plans offered by the City to active employees, subject to the enrollment requirements of the carrier or may seek alternative medical insurance pursuant to Section [II.A1/A](#), above.

If the insurance providers available for active employees are changed, the City will make provisions to cover retirees.

A2. A retiree and his/her spouse who attain age 65 and who are enrolled in City-sponsored medical insurance must comply with the Medicare Supplement rules, if any, of the City's medical insurance plans. The City may also provide alternative Medicare supplement plans.

B.1. Each Plan year, the City shall reimburse an amount for medical-after-retirement benefits not to exceed the premium for single or 2party coverage with the City-sponsored medical insurance provider (individual insurance carrier in the case of multiple provider programs) that had the highest enrollment of active City employees during the previous enrollment period and prorated in accordance with years of service as defined in Section I.A

IV. MINIMUM EMPLOYER CONTRIBUTION

The City shall pay ~~One Hundred and Twenty-five Eighty~~ Dollars ~~and Eighty cents~~ (~~\$125.0080.80~~) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of ~~One Hundred and Twenty-five Eighty~~ Dollars ~~and Eighty cents~~ (~~\$125.0080.80~~) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Section H. below by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]

PLAN B

I. ELIGIBILITY

- A. This Plan is available to regular City employees represented by the Antioch Police Officers' Association who: (1) are employed by the City on or after March 1, 1987; (2) retired from the City on or after July 1, 1993, with a PERS retirement and begin to draw PERS retirement benefits effective upon the date of separation from the City; and (3) have a minimum of ten (10) years of full-time regular or probationary service with the City. The level of benefits for which the retiree is eligible is as follows:
- i) Twenty-five percent (25%) benefit level for the employee who retires with a minimum of ten (10) years but less than fifteen (15) years of service; or
 - ii) Fifty percent (50%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than twenty (20) years of service; or
 - iii) Seventy-five percent (75%) benefit level for the employee who retires with a minimum of twenty (20) years but less than twenty-five (25) years of service; or
 - iv) One-hundred percent (100%) benefit level for the employee who retires with a minimum of twenty-five (25) years of service.
- B) The spouse of an eligible retiree shall be entitled to coverage at the same level as the retiree. The spouse of a deceased retiree shall continue coverage at the same level except that such coverage shall cease upon remarriage.
- C) Dependents, other than the spouse, may be carried on the group medical insurance plans subject to the regulations of those plans and at the expense of the retiree.

Dependents that lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she should contact the City within sixty (60) days of the date coverage ends to make arrangements for conversion or continuation.

II. ENROLLMENT PERIOD

- A. Upon retirement, an employee who is eligible for benefits pursuant to this Plan must satisfy the enrollment requirements of the City's current health insurance provider(s) in order to continue enrollment in City-sponsored medical insurance.

If a retiree who is eligible to participate in City-sponsored medical insurance does not enroll in this Plan immediately upon retirement, he/she may enroll in this Plan at a later date.

Nothing in this Section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. In the event that such member chooses an alternative insurance carrier, the City's payment shall be as set forth in Section ~~III.B.3111.8.4~~. Retirees or spouses who choose alternative medical coverage and who are age 65 or above are subject to provisions of Section ~~4111~~.A.2.

- B. Enrollment in alternative medical coverage pursuant to A., above, must be made within thirty (30) days of the date the retirement becomes effective. It is strongly recommended that election be made and notification occurs prior to the effective date of retirement to assure no possible lapse of coverage. Prior to retirement the employee should discuss arrangements for coverage during the period immediately following retirement and before PERS has fully processed the retirement.

A retiree who does not enroll in alternative health insurance within thirty (30) days of his/her retirement may enroll in this Plan at a later time.

- C. Should a retiree, spouse, or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan. Actual enrollment in City-sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e. open enrollment periods).
- D. Should a retiree gain a new dependent, he/she may enroll that dependent, subject to the eligibility requirements of the appropriate insurance carrier.

III. COVERAGE

A.1. A retiree may enroll in one of the medical insurance plans offered by the City to active employees, subject to the enrollment requirements of the carrier or may seek alternative medical insurance pursuant to Section ~~411~~. A, above.

If the insurance providers available for active employees are changed, the City will make provisions to cover retirees.

A.2. A retiree and his/her spouse who attain age 65 and who are enrolled in City-sponsored medical insurance must comply with the Medicare Supplement rules, if any, of the City's medical insurance plans. The City may also provide alternative Medicare supplement plans.

B.1. Further, for eligible employees who file their retirement applications on or after July 1, 1993, the City will reimburse as medical-after retirement benefits an amount not to exceed what is paid for active employees for single or 2-party coverage as determined in Section VIII H. 1.

B.2. The caps may be re-negotiated based on actuarial studies of fund solvency. Any increase in the caps shall apply to anyone who retires on or after July 1, 1993.

B.3. The maximum payment to retirees who obtain health insurance from providers other than City-sponsored providers shall be set at the same rate as for retirees who are enrolled in a City-sponsored program. Except that, in no event shall such benefit exceed the actual cost of such coverage or the caps as set forth in Section III.B.2 and prorated in accordance with years of service.

IV. MINIMUM EMPLOYER CONTRIBUTION

The City shall pay ~~One Hundred and Twenty-five~~~~Eighty~~ Dollars ~~and Eighty cents~~ (\$~~125.00~~~~80.80~~) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of ~~One Hundred and Twenty-five~~~~Eighty~~ Dollars ~~and Eighty cents~~ (\$~~125.00~~~~80.80~~) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Article VIII Section H. above by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]

PLAN C

Notwithstanding any of the above, an employee in the bargaining unit and employed by the City as of September 1, 2007 and who retires from the City of Antioch in accordance with all the other qualifications set forth in this Appendix A as to eligibility, enrollment and coverage will receive up to either the one party or two party Kaiser PERS Bay Area rate, as the case may be, toward his or her retiree medical coverage based on the following vesting schedule. Such employee is not eligible for Plan B above.

Fifty percent of the (50%) benefit level for the employee who retires with a minimum of ten (10) years but less than eleven (11) years of service.

Fifty-five percent of the (55%) benefit level for the employee who retires with a minimum of eleven (11) years but less than twelve (12) years of service.

Sixty percent of the (60%) benefit level for the employee who retires with a minimum of twelve (12) years but less than thirteen (13) years of service.

Sixty-five percent of the (65%) benefit level for the employee who retires with a minimum of thirteen (13) years but less than fourteen (14) years of service.

Seventy percent of the (70%) benefit level for the employee who retires with a minimum of fourteen (14) years but less than fifteen (15) years of service.

Seventy-five percent of the (75%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than sixteen (16) years of service.
Eighty percent of the (80%) benefit level for the employee who retires with a minimum of sixteen (16) years but less than seventeen (17) years of service.
Eighty-five percent of the (85%) benefit level for the employee who retires with a minimum of seventeen (17) years but less than eighteen (18) years of service.
Ninety percent of the (90%) benefit level for the employee who retires with a minimum of eighteen (18) years but less than nineteen (19) years of service.
Ninety-five percent of the (95%) benefit level for the employee who retires with a minimum of Nineteen (19) years but less than twenty (20) years of service.
One Hundred percent of the (100%) benefit level for the employee who retires with a minimum of twenty or more years of service.

MINIMUM EMPLOYER CONTRIBUTION

The City shall pay ~~One Hundred and Twenty-five~~Eighty Dollars ~~and Eighty cents~~ (\$~~125.00~~80.80) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of ~~One Hundred and Twenty-five~~Eighty Dollars ~~and Eighty cents~~ (\$~~125.00~~80.80) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Article VIII Section H. above by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]. As set forth in Plan C above "benefit level" shall include all future premium increases. As premiums are adjusted so to will be the employee/City contribution level to reflect the benefit level based on the current applicable Kaiser plan rate.

For the City

For the APOA

Glenn Beckler

Tony K. Talbot

Date: 8/25/2016

Date: 8/25/16

**Tentative Agreement
Between

The City of Antioch
And
Antioch Police Officer's Association
Proposal #27**

SUBJECT: Article VI Compensation, Section A Salaries

ARTICLE VI

COMPENSATION

A. Salaries

Sworn:

Effective the first full pay period after September 1, 2016, salaries for the police officer classification shall be increased by 4.5%.

Effective the first full pay period after September 1, 2017, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2018, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2019, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2020, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

For purposes of this provision, the City shall compare the top step officer salaries paid by the cities of Richmond, Walnut Creek, Pittsburg and Concord each August. The survey shall compare base salary only and shall subtract the percentage paid by employees towards their pension benefits in order to reflect the true salary.

TKT
11/15/16

~~Effective the first full payroll period after March 1, 2012, salaries shall be increased by 6.0%.~~

~~Effective the first full payroll period after March 1, 2013, salaries shall be increased by 3.0%.~~

~~Effective the first full payroll period after September 1, 2013, salaries shall be increased by 4.0%.~~

~~Effective the first full payroll period after September 1, 2014, salaries shall be increased between a minimum of two percent (2%) and a maximum of four and one-quarter percent (4.25%) based on the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3).~~

~~Effective the first full payroll period after September 1, 2015, salaries shall be increased between a minimum of two percent (2%) and a maximum of five percent (5%) based on the existing four city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3).~~

~~For the purpose of the four city formula calculations, the City will use the comparison City's known Monthly Top Step Police Officer Salary as of the effective date, (e.g. the first measure is for March 1, 2008 and the published salary as of March 1, 2008 for Concord, Pittsburg, Richmond, and Walnut Creek will be used). This formula is for salary only and should any of the employers from the four cities in this formula not pay the employees PERS contribution the percentage paid by the employee shall be subtracted to reflect a true salary.~~

~~A differential of 7.5% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2007 a differential of 8.75% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2008 a differential of 9.0% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2009 a differential of 11.25% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2010 a differential of 12.5% shall be maintained between Police Officer and Police Corporal.~~

~~A differential of 15.0% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2007 a differential of 17 1/2% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2008 a differential of 20% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2009 a differential of 22 1/2% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2010 a differential of 25% shall be maintained between Police Officer and Police Sergeant.~~

Non-Sworn

SIDE LETTER

Effective the first full payroll period after September 1, 2016, the salary schedules for all police dispatcher classifications shall be converted from a six step scale to a five step scale. The existing step B salary shall become the new step A salary and each succeeding salary step shall be successively re-lettered so that the existing step F becomes the new step E salary. All dispatch employees shall move to the corresponding step on the new salary schedule (i.e., a dispatch employee who is at step C on the old scale shall move to step C on the new scale.) Employees shall continue to progress through the salary steps based on their original anniversary dates. Employees who were already at step F on the old salary schedule will be placed at step E on the new salary schedule.

Effective January 1, 2017, a new step F (5% above step E) shall be added to the salary schedules for all police dispatcher classifications. All dispatch employees who are at step E and step F of the previous salary schedule for at least 12 months shall move to step F on the new scale.

MOU LANGUAGE

Effective the first full pay period after September 1, 2016, the salaries for community service officer classifications shall be increased by 2.5%.

Effective the first full pay period after September 1, 2017, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2018, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2019, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2020, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

TBT
11/15/16

Effective March 1, 2008 the City will implement an additional Five Percent (5.0%) top step salary step for the Dispatch classifications and reserves the right at a future time to implement an entry step to the Dispatch classifications that is Five percent (5.0%) below the current entry step for the Dispatch classifications.

The City will conduct a salary survey on or about September 1, 2009 and complete the salary survey by September 15, 2009 for the non-sworn classifications, and discuss the ability to make increases as mutually agreed upon between the parties. The parties agree to meet and review the parameters of the market adjustment salary on or about August 15, 2009. Mutually agreed increases to salary shall become effective the first full pay period after the agreement.

Effective the first full payroll period after March 1, 2012, salaries shall be increased by 5.0%.

Effective the first full payroll period after March 1, 2013, salaries shall be increased by 3.0%.

Effective the first full payroll period after September 1, 2013, salaries shall be increased by 4.0%.

For the City



For the APOA



Date:

November 16, 2016

Date:

11/15/16

Effective the first full payroll period after September 1, 2014, salaries for non-sworn employees shall receive a salary increase based on the higher CPI-U or CPI-W San Francisco movement August 2013 to August 2014 with a minimum of 2.0% and a maximum of 4.25%.

Effective the first full payroll period after September 1, 2015, salaries for non-sworn employees shall receive a salary increase based on the higher CPI-U or CPI-W San Francisco movement August 2014 to August 2015 with a minimum of 2.0% and a maximum of 5.0%.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Tentative Agreement between the City of Antioch and the Antioch Police Sworn Management Association (APSMA) for the Period of March 1, 2017 – February 28, 2022

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Antioch Police Sworn Management Association (APSMA); and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

STRATEGIC PURPOSE

Strategy L-8: Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

FISCAL IMPACT

The adopted FY 2016/17 budget included a projected package cost for this Bargaining Unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the Tentative Agreement for FY 2016/17 is \$12,063.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and the Antioch Police Sworn Management Association (APSMA) covers the period of November 1, 2007 – February 28, 2017. Representatives of the City and the APSMA have been meeting and conferring in good faith to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

A Tentative Agreement has been reached. The major terms of the Tentative Agreement are:

- Five-year contract ending February 28, 2022.
- Effective the first full pay period after March 1, 2017, salaries shall be increased by three percent (3.0%).
- Effective the first full pay period after March 1, 2017 sworn classic and legacy employees shall pay an additional 3.0% of the City's PERS contributions in a tax deferred manner (bringing the Total paid by the employee to 12.0%)
- The Lieutenant assigned in writing to the Investigations Division shall receive a differential of 5.0% of the employee's base salary for all hours worked in the Investigations Division.
- Effective September 1, 2016, sworn employees in the classification of Police Officer, Police Corporal, and Police Sergeant shall receive educational incentive pay as a percentage of base monthly pay as follows: AA Degree 2.5%; BA/BS Degree 5%.
- APSMA members are eligible for educational incentive pay under the current Police Educational Incentive Program. Specifically 2.5% for an AA Degree; 5.0% for a BA Degree and 7.5% for a MA Degree.
- The City shall provide 3 floating holiday in a calendar year; however, except that employees with less than 6 months' service in a calendar year but at least 2 months' service are eligible for only one. Floating holidays must be taken within the calendar year earned and in full-day increments.
- Employees may cash out up to 60 hours of accrued vacation leave once each calendar year. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out the 60 hours of accrued vacation leave. The employee can choose to have the 60 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 60 hours (i.e., 30 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).
- Funeral Leave. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, domestic partner, children, step children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents and grandchildren) shall be allowed.

Please refer to Exhibit 1 of the Resolution for more details of the Tentative Agreement.

If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

ATTACHMENTS

A. Resolution

Exhibit 1 – Tentative Agreement

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND THE ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION (APSMA)
FOR THE PERIOD OF MARCH 1, 2017 – FEBRUARY 28, 2022, AND AUTHORIZING
THE FINANCE DIRECTOR TO ADJUST THE FY 2016/17 BUDGET**

WHEREAS, the City and the Antioch Police Sworn Management Association (APSMA) have a Memorandum of Understanding covering the period of November 1, 2007 – February 28, 2017; and

WHEREAS, in accordance with Government Code Section 3505, the City’s Negotiating Team met and conferred in good faith with representatives of the APSMA to negotiate a successor agreement; and

WHEREAS, representatives of the City and the APSMA reached a Tentative Agreement for a successor Memorandum of Understanding for the period of March 1, 2017 through February 28, 2022.

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

Section 1. That the Tentative Agreement between the City of Antioch and the APSMA for the period of March 1, 2017 – February 28, 2022, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The Finance Director is authorized to amend the FY2016/17 budget to implement the provisions of the Tentative Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

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

TENTATIVE AGREEMENT
BETWEEN

CITY OF ANTIOCH

AND

APSMA

October 31, 2016

• TERM

- This Memorandum of Understanding shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments. Except as provided herein, this Memorandum of Understanding shall cover the period commencing March 1, 2017 and ending February 28, 2022.
- 11. TERM OF AGREEMENT

This Memorandum of Understanding is for a term commencing, March 1, 2017 through February 28, 2022.

• Wages

- Effective the first full payroll period after March 1, 2017, salaries shall be increased by three percent (3.0%).
- Effective the first full payroll period after September 1, 2017, salaries shall be increased by one and one-half percent (1.5%).
- Effective the first full payroll period after September 1, 2018, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2018.
- Effective the first full payroll period after September 1, 2019, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2019.

- Effective the first full payroll period after September 1, 2020, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2020.
- Effective the first full payroll period after September 1, 2021, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2021.
- For the purpose of the four city formula calculations, the City will use the comparison City's known Monthly Top Step Captain and Lieutenant Salary as of the effective date (e.g. the first measure is for September 1, 2018 and the published salary as of August 1, 2018 for Concord, Pittsburg, Richmond, and Walnut Creek will be used). This formula is for salary only and should any of the employers from the four cities in this formula not pay the employees PERS contribution the percentage paid by the employee shall be subtracted to reflect a true salary.
- N. Investigations Special Compensation - The Lieutenant assigned in writing to the Investigations Division shall receive a differential of 5.0% of the employee's base salary for all hours worked in the Investigations Division.
- D. Educational Incentive
 1. The City will reimburse employees for books, tuition, and mileage for approved college classes in accordance with Administrative Memo based on a first-come, first-served basis. (Administrative Memo 5, amount amended by Administrative Memo 56).
 2. APSMA members are eligible for educational incentive pay under the current Police Educational Incentive Program. Specifically two and one half (2 ½ %) percent for an AA Degree; five (5%) percent for a BA Degree and seven and one-half percent (7.5%) for a MA Degree.
- B. Floating Holidays

In addition, the City shall provide three (3) floating holidays in a calendar year; however, except that employees with less than six (6) months' service in a calendar year but at least two (2) months' service are eligible for only one. Floating holidays must be taken within the calendar year earned and in full-day increments.

- D. Retire/Rehire Program

The City has implemented a Retire/Rehire Program for this bargaining unit and it shall remain in place until February 28, 2022. APSMA members with the approval of the Chief of Police and the City Manager may be afforded the opportunity to work up to 960 hours each fiscal year. For a maximum of two fiscal years.

To be eligible for the Retire/Rehire Program an individual must meet the following:

- Must be age 50 or older.
- Must have a minimum of 20 years of service with the City of Antioch.
- Must have retired from the City of Antioch with a service retirement from Cal PERS.

The rate of pay will be limited to the employee's current salary range and step prior to retirement. The return position will be hourly only; no benefits or other payments except those mandated by law.

Any employee participating in the Retire/Rehire program shall meet with the Department to determine the individual's schedule.

The Retire/Rehire Program shall comply with all PERS rules and regulations.

- A. PERS

Effective the first pay period after March 1, 2017, sworn classic and legacy employees shall contribute a total of 12.0% of pensionable compensation (an additional 3.0%) on a tax deferred basis towards the City's CalPERS contributions for the 3% at 50 safety plan.

- 5. Leaves C. Vacation 4.

Employees may cash out up to 60 hours of accrued vacation leave once each calendar year. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out the 60 hours of accrued vacation leave. The employee can choose to have the 60 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 60 hours (i.e., 30 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).

- 5. Leaves I. Funeral Leave

1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, domestic partner, children, step children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents and grandchildren) shall be allowed.

For The City of Antioch

Glenn Burkheimer

For APSMA

[Signature]

[Signature]



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Tentative Agreement between the City of Antioch and the Management Unit for the Period of October 1, 2016 – September 30, 2021

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Management Unit; and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

STRATEGIC PURPOSE

Strategy L-8: Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

FISCAL IMPACT

The adopted FY 2016/17 budget included a projected package cost for this bargaining unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the Management Unit Tentative Agreement for FY2016/17 is \$122,253.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and the Management Unit covered the period of October 1, 2013 – September 30, 2016. Representatives of the City and Management Unit have been meeting and conferring in good faith to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

A Tentative Agreement has been reached. The major terms of the Tentative Agreement are:

- Five-year contract ending September 30, 2021.

The salary increases below shall apply to all classifications in the bargaining unit including the Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst. The requirement of resolution 2010/79 shall not apply to Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst from October 1, 2016 to September 30, 2021.

- Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2019, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to employees who provide the City with written verification of regular membership in a health club or commercial gym. Employees who provide written proof of membership may receive up to \$27.00 per month, not to exceed 100% of the cost of such membership, on an after-tax basis.
- Bereavement Leave. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, registered domestic partner; children, step-children, registered domestic partners children, father, mother, step father, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouses grandparents, grandchildren, registered domestic partners grandparents and grandchildren) shall be allowed.
- Flexible Benefits (Cafeteria) Plan. Concept for the City's proposal in the Tentative Agreement

- Effective for the CalPERS plan year 2019 (starting January 1, 2019) the City will increase its contribution to the following:
 - 95% of the Kaiser premium for which the employee is eligible for
 - 100% of the most populated Dental Plan City-Wide for each coverage level offered by the City.
- If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution.
 - If the cost of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the unused money reverting to the City. The employee may contribute the wages received under this section to the employee's deferred compensation account subject to the plan limits.
- Employee's hired by the City after December 31, 2018 cash back in lieu of medical shall be limited to \$250 per month.

Please refer to Exhibit 1 of the Resolution for more details of the Tentative Agreement.

If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND THE MANAGEMENT UNIT FOR THE PERIOD OF OCTOBER 1, 2016 –
SEPTEMBER 30, 2021, AND AUTHORIZING THE FINANCE DIRECTOR TO ADJUST
THE FY 2016/17 BUDGET**

WHEREAS, the City and the Management Unit had a Memorandum of Understanding covering the period of October 1, 2013 – September 30, 2016; and

WHEREAS, in accordance with Government Code Section 3505, the City’s Negotiating Team met and conferred in good faith with representatives of the Management Unit to negotiate a successor agreement; and

WHEREAS, representatives of the City and the Management Unit reached a Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2016 through September 30, 2021.

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

Section 1. That the Tentative Agreement between the City of Antioch and the Management Unit for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The Finance Director is authorized to amend the FY2016/17 budget to implement the provisions of the Tentative Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

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

TENTATIVE AGREEMENT

Between

City of Antioch

And

Management Employees

November 2, 2016

1. Term - Five years (October 1, 2016 to September 30, 2021)

2. Article 1 Compensation A. Salaries

- The salary increases below shall apply to all classifications in the bargaining unit including the Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst. The requirement of resolution 2010/79 shall not apply to the Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst from October 1, 2016 to September 30, 2021.
 - Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2019, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after October 1, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

3. Article 1 Compensation B. Salary Reduction in Lieu of Furlough – Delete

4. "New" – The Union and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.

5. Article 2 Health and Welfare Benefits G. Gym/Health Club Reimbursement Program

The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to employees who provide the City with written verification of regular membership in a health club or commercial gym.

Employees, who provide written proof of membership pursuant to paragraph 1 above may receive up to \$27.00 per month, not to exceed 100% of the cost of such membership, on an after-tax basis.

6. Article 2 Health and Welfare Benefits H. Flexible Benefits (Cafeteria) Plan - Below is concept for the City's proposal

- Effective for CalPERS plan year 2019 (starting January 1, 2019) the City's will increase its contribution to the following:
 - 95% of the Kaiser premium for which the employee is eligible for.
 - 100% of the most populated Dental Plan City-wide for each coverage level offered by the City.
- If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution.
 - If the costs of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages receive under this section to the employee's deferred compensation account subject to the plan limits.
- Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

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Actual language for the flexible benefit (cafeteria) plan

1. Effective January 1, 2014, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees:
 - a. For each Executive Management employee who is eligible for employee only medical coverage, the City shall contribute \$830.62 per month.

For each Senior and Mid-Management/Professional employee who is eligible for employee medical coverage, the City shall contribute \$792.40 per month.
 - b. For each Executive Management employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,288.97 per month.

For each Senior and Mid-Management/Professional employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,250.64 per month.
 - c. For each Executive Management employee who is eligible for family medical coverage, the City shall contribute \$1,601.51 per month.

For each Senior and Mid-Management/Professional employee who is eligible for family medical coverage, the City shall contribute \$1,569.62 per month.

- d. Effective each January 1 for the duration of this agreement, the amounts specified in Section H. 1a, 1b, and c. of this Document will be increased by the amounts determined pursuant to the following procedures:
- i. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
 - ii. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
 - iii. The City then shall divide the sum of the increases by the total current City contribution to the cafeteria plan for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.
 - iv. The City would then increase the amounts provided in Section H. 1a, 1b, and 1c of this Document by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section 1.2.a, b and c of this Document by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

Refer to Appendix "A" for example of calculation.

The City agrees that an employee's actual out-of-pocket costs due to premium increases in the Cafeteria Plan shall not exceed a cumulative total of \$1,000 in any year of this Agreement and shall not exceed a cumulative total of \$5,000 for the term of this Agreement.

The cumulative limits apply only to the impact of premium increases related to the most populated health and dental plans (those used to calculate the Cafeteria Plan contribution) and the increase in all other minimum and/or required premiums included in the Cafeteria Plan. The \$1,000 and \$5,000 cumulative limits do not apply to additional expenses, which are the result of enhanced benefit selection.

2. Effective January 1, 2019, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees. These contributions include the Minimum Employer Contribution (MEC) required by CalPERS:
 - a. For each employee who is eligible for employee only medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser single rate and per month.
 - b. For each employee who is eligible for two (2) party medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser two (2) party rate per month.
 - c. For each employee who is eligible for family medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser family rate per month.
 - d. In addition to the City contributions above, the City shall make an additional contribution to the flexible benefit plan on behalf of the employee equal to the 100% of the premium for the most densely populated City-wide dental plan at that level (single, ~~two~~ow-party or family).
 - i. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
3. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
 - a. During the designated Open Enrollment Period each year, each employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may

enroll in the various optional programs offered under the Flexible Benefit Plan.

- b. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefit Plan to cover the cost of such selections.
- c. If the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City.
- d. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf.

Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.

- e. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.
4. Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

7. Article 4 Leaves I. Bereavement

1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, registered domestic partner; children, step children, registered domestic partner's children, father, mother, step father, step mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents, and grandchildren, registered domestic partner's grandparents and grandchildren) shall be allowed.

8. Article 7 Miscellaneous D. Retiree Medical Committee

The City will meet with representative of the Confidential Unit and representatives of the Management Unit to discuss medical after retirement language with the goal to simplify and clarify the language. It is not the intent of the parties to modify the medical after retirement benefit.

For the City of Antioch

For the Management Unit

Michael Beckholdt 11/3/16



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 22, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek P. Cole, Special Counsel *DC*

SUBJECT: Discussion of *Jordan v. City of Antioch* Settlement

RECOMMENDED ACTION

Allow for public comment on the City's recent settlement in *Jordan v. City of Antioch*, which concerns the City's practice of transferring funds from its water and sewer enterprise funds to the Police Department budget. The Settlement Agreement for this case, approved at the last City Council meeting, requires that the Council hold an open-session item at the November 22, 2016 meeting to allow for public comment.

STRATEGIC PURPOSE

This agenda item relates to Strategic Management Plan Long Term Goal N, Legal Services, Strategy N-1, Effectively and efficiently provide legal services in support of the City's policies, procedures, and initiatives.

FISCAL IMPACT

The Settlement Agreement has already been approved at the last City Council meeting. The fiscal impacts of the implementation of the settlement are clearly set forth in the agreement, which is attached as Exhibit 1 to this Staff Report. The consideration of public comment regarding the settlement will not itself have any fiscal impact.

DISCUSSION

In May 2015, the City approved new water and sewer rates after following the "majority protest" procedure required by Proposition 218. Consistent with past practice, which began in fiscal year 2010, the new rates continued the transfers of one percent of the police budget from the water enterprise fund (Fund 611) and one percent of the police budget from the sewer enterprise fund (Fund 621).

In February of this year, plaintiff Mark Jordan, a ratepayer who receives City water and sewer service, filed a lawsuit alleging the transfers to the Police Budget violate Proposition 218. Specifically, Mr. Jordan contended the transfers were at odds with provisions of that initiative that require that fee revenues be used only to provide the specific services funded, that fee revenues not be used for purposes other than that for which the fee was approved, and that fees not be used to fund "general governmental services". (Cal. Const., Art. XIII D, § 6(b)(1), (2), (5).

The parties in this case were set for trial on February 6, 2017. Last month, however, the parties participated in a successful mediation, resulting in the execution of a Settlement Agreement the City Council approved at its last meeting. (Copy Attached as Exhibit 1.) As stated in the Fiscal Impact section above, the settlement will require the City to return certain amounts transferred out of Funds 611 and 621 for fiscal years 2013, 2014, and 2015. For fiscal years 2016 and 2017, for which no transfers had yet been made from Funds 611 and 621 (because of the pendency of this case), the transfers may now be made, but at reduced amounts.

For fiscal years 2018 and beyond, the City retains discretion as to whether to continue the practice of transferring from Funds 611 and 621 to the Police Department Budget. In settling, the parties did not agree to the standard releases of known and unknown future claims (often referred to as a "1542" release in California litigation practice). Thus the City's practice of transferring funds has not been ended. But at the same time, neither Mr. Jordan nor any other party has bargained away his or her right to challenge the City's implementation of the transfer practices in future years.

Going forward, should the City wish to continue the transfer practice, it may adopt the methodology of a report it commissioned in association with this case, prepared by HF&H Consultants, LLC (Copy attached as Exhibit 2). This report found the amounts that the one-percent transfers from Funds 611 and 621 for the past fiscal year were relatively close to the actual amounts that could be justified based on the methodology the consultant's recommended methodology.

For fiscal year 2018 and beyond, the City may also consider adopting alternate methodologies besides those identified in the HF&H report. Based on discussions with the City Administration, it is likely the City will look at retaining an accounting firm to analyze the City's transfer practice from a cost-allocation standpoint. The City may also consider utilizing private security firms to monitor enterprise assets, creating the potential for a competitive bidding process. Consultation with the Police Department concerning the adoption of formal policies and procedures for securing those assets is also an additional possibility.

ATTACHMENTS:

- A. Settlement Agreement, *Jordan v. Antioch*, Contra Costa Superior Court Case No 16-00372
- B. Water and Sewer Enterprise Reimbursement Study, May 27, 2016, HF&H Consultants, LLC

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of the 8th day of November, 2016 by and between Plaintiff Mark Jordan ("Plaintiff") and Defendant City of Antioch ("City") concerning *Jordan v. City of Antioch et al.*, Contra Costa Superior Court Case No. 16-00372 (the "Legal Action") Hereafter, Plaintiff and the City may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Plaintiff filed the Legal Action on February 26, 2016. The action challenges the City's practice of annually transferring an amount equaling: (i) one percent of its Police Department budget from the City water enterprise fund ("Fund 611"), and (ii) one percent of its Police Department budget from the City sewer enterprise fund ("Fund 621") to the City's General Fund. Plaintiff alleges these annual transfers violate Proposition 218 (specifically, section 6 of Article XIII D of the California Constitution).

B. The City has sequestered the funds that it budgeted to be transferred from Fund 611 and 621 to the General Fund in Fiscal Years 2016 and 2017 pending the outcome of this litigation. In other words, such funds have not yet been transferred to the General Fund.

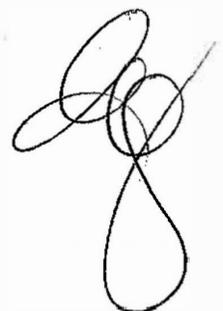
C. The City filed an Answer to the Plaintiff's Complaint on April 1, 2016. The City denied that the above-described annual transfers violate Proposition 218.

D. The Parties participated in a mediation on October 19, 2016 before retired Judge Scott Snowden. At mediation, the Parties reached a settlement that they now wish to reflect in this Agreement.

AGREEMENT

1. Incorporation of Recitals. The above recitals are incorporated as material terms of this Agreement.

2. Refund of Funds to City Enterprise Accounts. Within 15 days of execution of this Agreement, the City shall transfer from the General Fund to the enterprise funds for the Water and Sewer Enterprises (i.e., Funds 611 and 621, respectively), the following sums for Fiscal Years 2013, 2014, and 2015, which represent 25% of the total amounts transferred from those funds (but prorated 60%-40% to Fund 611 and 621 respectively) in those years:

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<u>Year</u>	<u>Amount Returned to Fund 611</u>	<u>Amount Returned to Fund 621</u>	<u>Total Amount Returned</u>
2013	\$72,300	\$48,200	\$120,500
2014	\$77,100	\$51,400	\$128,500
2015	\$86,400	\$57,600	\$144,000

The City shall refrain from transferring from Funds 611 and 621 for Fiscal Years 2016 and 2017 a sum equaling 40% of the total amounts that it budgeted to be transferred but have not yet occurred (but prorated 60%-40% to Fund 611 and 621 respectively). The amounts to be retained in Funds 611 and 621 (i.e. that it shall refrain from transferring) shall be as follows:

<u>Year</u>	<u>Amount Retained in Fund 611</u>	<u>Amount Retained in Fund 621</u>	<u>Total Amount Retained</u>
2016	\$153,120	\$102,080	\$255,200
2017	\$163,200	\$108,800	\$272,000

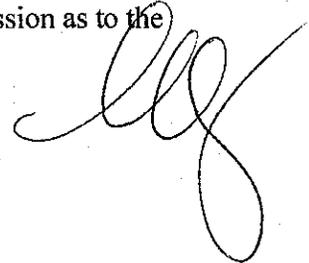
3. Dismissal of Legal Action and Absence of "1542" Releases. Within 10 days after the City's counsel communicating to the Plaintiff's counsel that the foregoing transfers and retentions have been completed, and provided adequate proof of such transfers and retentions has been provided to Plaintiff's counsel, Plaintiff shall file a Request for Dismissal of the Legal Action.

The Parties recognize that upon dismissal of the Legal Action, they shall have resolved only the disputes as alleged in the operative complaint concerning the fiscal years described in the preceding paragraph (i.e. 2012-2017.) By this agreement, the Parties do not intend to enter into, nor in fact enter into, any releases under California Civil Code section 1542. Nor do the Parties express any intent to enter into, or in fact enter into, any releases as concerns the application of Proposition 218 to transfers from Funds 611 and 621 in Fiscal Year 2018 or thereafter.

4. Council Agenda Item. This Agreement shall be placed on the City Council's agenda at the first meeting following City Council approval and shall be subject to public comment. Plaintiff Mark Jordan shall have up to 10 minutes to comment on the Agreement.

5. Attorneys' Fees and Costs. Within 15 days of execution of this Agreement, the City shall pay the Plaintiff's counsel the sum of \$75,000 as attorney's fees and costs. Payment shall be made to Krause Kalfayan Benink & Slavens, LLP and delivered to 550 West C Street, Suite 530, San Diego, CA 92101. No further attorney's fees or costs shall be paid to or by either party.

6. No Admission. Nothing in this Agreement shall be deemed an admission as to the validity of any claims, defenses, or facts asserted in the Lawsuit.



7. **No Modification.** No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the Parties.

8. **Entire Agreement; Successors and Assigns.** The Parties agree that this Agreement sets forth the final, entire agreement between them relating to the subject matter hereof; that this document merges and supersedes all prior discussions, agreements, understandings, representations, and all other communications between them relating to the subject matter of this Agreement; and that it shall be binding on their successors and assigns by merger or other transaction; their assignees; and their officers, directors and shareholders.

9. **Legal Representation.** The Parties affirm that they have been represented by counsel of their own choosing regarding the preparation and negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. No Party is relying on any statement of another Party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

10. **California Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Should any part of this Agreement be found to be invalid, the validity of any remaining parts or provisions shall not be affected thereby.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original. This Agreement shall be binding upon the receipt of facsimile or electronic signatures.

SO AGREED.

MARK JORDAN

By: _____

Date: _____

CITY OF ANTIOCH

By: _____

Wade Harper, Mayor

Date: _____

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SO AGREED.

MARK JORDAN

By: _____

Date: _____

CITY OF ANTIOCH

By:  _____
Wade Harper, Mayor

Date: 11/10/16



CITY OF ANTIOCH

WATER AND SEWER ENTERPRISE REIMBURSEMENT STUDY



May 27, 2016



HF&H Consultants, LLC

CITY OF ANTIOCH

200 H Street
Antioch, CA 94531

WATER AND SEWER ENTERPRISE REIMBURSEMENT STUDY

May 27, 2016

HF&H CONSULTANTS, LLC

201 North Civic Drive, Suite 230
Walnut Creek, CA 94596



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May 27, 2016

Mr. Ron Bernal
Director of Public Works
City of Antioch
200 H Street
Antioch, CA 94531

Subject: Water and Sewer Enterprise Reimbursement Study

Dear Mr. Bernal:

HF&H is pleased to submit this Water and Sewer Enterprise Reimbursement Study for your review and comment. The report summarizes the analysis that was conducted to develop the recommended reimbursements from the Water and Sewer Enterprises to the General Fund for costs related to services provided by the Police Department.

Very truly yours,

HF&H CONSULTANTS, LLC

John W. Farnkopf, P.E., Senior Vice President
Lauren E. Barbieri, Project Manager

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ACKNOWLEDGEMENTS

City of Antioch
 Ron Bernal, Director of Public Works
 Dawn Merchant, Director of Finance

HF&H Consultants, LLC
 John Farnkopf, Sr. Vice President
 Lauren Barbieri, Project Manager

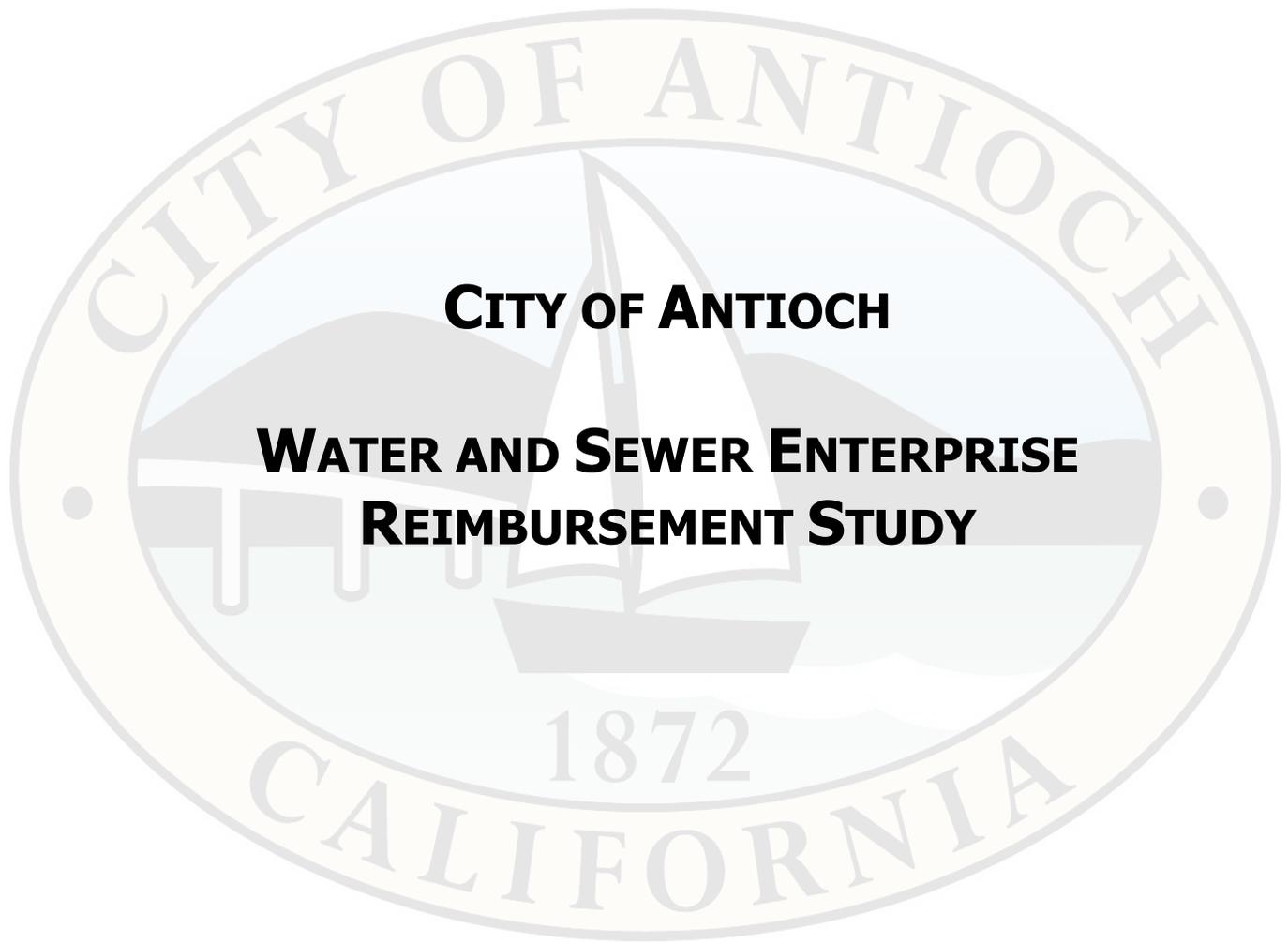
LIMITATIONS

This study was prepared solely for the City of Antioch in accordance with the contract between the City and HF&H and is not intended for use by any other party for any other purpose.

In preparing this study, we relied on information and instructions from the City, which we consider to be accurate and reliable and did not independently verify.

Rounding differences caused by stored values in electronic models may exist.

This study addresses relevant laws, regulations, and court decisions but should not be relied upon as legal advice. Questions concerning the interpretation of legal authorities referenced in this study should be referred to a qualified attorney.



CITY OF ANTIOCH

**WATER AND SEWER ENTERPRISE
REIMBURSEMENT STUDY**

I. EXECUTIVE SUMMARY

STUDY PURPOSE

The purpose of this study is to document a method by which the City's Water and Sewer Enterprise funds can provide funding to the General Fund for police services. These services include the ever-present response capability of police resources as well as specific responses associated with each enterprise's infrastructure, operations, personnel, and services. This report describes the method that was used to allocate a proportionate share of the Police Department budget to the enterprise funds in proportion to the value of public and private property within the Department's jurisdiction.

BACKGROUND

The City has historically transferred funds from the Water and Sewer Enterprise Funds to the General Fund as reimbursement for governmental overhead costs incurred by the General Fund on behalf of the enterprises. Much of this funding reimburses the General Fund for salaries, equipment, and program costs associated with general services.

There are additional costs of police services that are incurred by the General Fund on behalf of the enterprises. The enterprises have historically reimbursed the General Fund for such services in amounts equaling approximately one percent (1%) of the Police Department's annual operating budget (not including Transfers Out and Internal Services charges).

FINDINGS AND RECOMMENDATION

Recent annual reimbursements by year and by enterprise and the recommended reimbursements are summarized in **Figure I-1**. **Figure I-1** also indicates how much the reimbursement has been as a percent of each enterprise's budget.

The actual and budgeted reimbursements have been the same for the Water and Sewer Enterprises because they are both equal to 1% of the police budget. The recommended reimbursement differs for each enterprise because the reimbursements are not based on the same allocation percentage. Instead, the recommended allocations to the Police Department represent each enterprise's share of police services. The allocation is in proportion to the value of each of the enterprises' capital assets compared with the value of all public and private property in the City, as further explained in Section III, below.

Figure I-1. Recent and Recommended Enterprise Police Reimbursements

	Actual FY 2012-13	Actual FY 2013-14	Actual FY 2014-15	Budget FY 2015-16	Recommended FY 2015-16
Water Enterprise Reimbursement	\$241,000	\$257,000	\$288,000	\$319,000	\$370,796
<i>Enterprise Budget</i>	\$22,350,637	\$24,673,296	\$30,643,886	\$33,027,438	\$33,027,438
<i>Allocation as % of Enterprise Budget</i>	1.1%	1.0%	0.9%	1.0%	1.1%
Sewer Enterprise Reimbursement	\$241,000	\$257,000	\$288,000	\$319,000	\$245,973
<i>Enterprise Budget</i>	\$3,099,038	\$3,707,331	\$7,143,051	\$7,826,860	\$7,826,860
<i>Allocation as % of Enterprise Budget</i>	7.8%	6.9%	4.0%	4.1%	3.1%
Total Reimbursement	\$482,000	\$514,000	\$576,000	\$638,000	\$616,769

The recommended allocations vary slightly between the Water and Sewer Enterprises, but are commensurate with the benefits received from the Police Department. For example, the \$370,796 in police costs allocated to the Water Enterprise represents 1.1% (i.e., $\$370,796 \div \$33,027,438$) of the FY 2015-16 Water Enterprise budget, which is not disproportionate considering the Water Enterprise's extensive, high-value infrastructure, including water treatment facilities. To put these values in context, if the Water Enterprise did not have such access to police services, and instead had to provide its own security personnel to provide similar protection to its facilities, the cost would be substantially higher than the \$1,016 per day ($\$370,796 \div 365$ days) that this allocation equates to.

The cost allocated to the Sewer Enterprise is also proportionate to the value of its property but is less compared to the Water Enterprise; the Sewer Enterprise does not include wastewater treatment facilities. As a result, the Sewer Enterprise reimbursement is \$245,973, which is 3.1% of its FY 2015-16 budget of \$7,826,860.

The combined reimbursement from the Water and Sewer Enterprises in FY 2015-16 is budgeted at \$638,000. The reimbursement derived in this report for FY 2015-16 is \$616,769.

IMPLEMENTATION

The cost allocations shown in **Figure I-1** indicate the reimbursements that each enterprise should provide to the General Fund based on the analyses for FY 2015-16. For purposes of implementation in future years, we recommend that the City periodically update the cost allocations to reflect significant changes in either the allocation factors that apportion costs among the enterprises or for changes in the costs to which the allocation factors are applied.

The allocation factors should be relatively stable. The costs that are allocated will gradually change as budgeted Police Department costs increase or decrease. We

recommend that the City make a determination no more than every five years to confirm whether the analyses should be updated to reflect material changes.

II. LEGAL REQUIREMENTS AND INDUSTRY PRACTICES

The purpose of this study is to provide a basis for determining the reimbursement in compliance with relevant legal requirements. Guidance for establishing the method came from two legal sources: Proposition 218¹ and the *Roseville* decision.² Industry practices with other similar cost allocations were also relied upon.

LEGAL REQUIREMENTS

Article XIII D of the California Constitution contains certain substantive provisions required of property-related fees and charges, one of which states that “The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.”³ Based on this requirement, the fees or charges for services provided by the City’s enterprises must not exceed the cost of providing their respective services. This means that the enterprises’ rates must exclude costs that are not associated with providing the service associated with each enterprise.

To satisfy this requirement, it is necessary to demonstrate that all costs included in the enterprises’ rates are related to providing service, including the subject enterprise reimbursements.

It is important to note that the reimbursements derived in this report are not separate fees or charges for police services referred to in Article XIII D, Section 6(b)5. The reimbursements are the amounts of the police services that should be reimbursed by the Water and Sewer Enterprises. The reimbursements are part of the revenue requirement that each enterprise’s funding sources need to cover. The primary funding source for these enterprises is their rate revenue. As such, the reimbursements are one of the many budgeted operating and capital expenditures that comprise the revenue requirement and are integral with the enterprise’s rates.

INDUSTRY PRACTICES

Cost-based reimbursements as stipulated herein are consistent with similar cost allocations for city-wide overhead costs for which there is a long historical practice by cities throughout the country. Following the general guidelines and principles

¹ Proposition 218 was passed by California voters in 1996, creating Article XIII D of the California Constitution.
² *Constitutional Taxpayers Association v. City of Roseville*, April 2002.

³ Article XIII D, Section 6b(3).

established in the Federal Office of Management and Budget Circular A-87,⁴ the costs of central services can be distributed to the departments that received the support based on the relative benefits received using reasonable allocations. Numerous allocation formulae are recognized. For example, human resources costs can be allocated based on head count among the operating departments. Accounting functions can be allocated based on transactions. Financial planning and budgeting can be allocated based on operating budgets. Square footage and use of vehicles and equipment are used for allocating buildings, corporation yards, and information technology costs. All of these are simple, intuitive formulae that yield *proportionate* cost allocations.

By extension from this long-established, federally instituted cost allocation process, this report has developed methods for allocating other central services in proportion to the benefits received.

⁴ United States Office of Budget and Management, OMB Circular A-87 Revised, "Cost Principles for State, Local, and Indian Tribal Governments," June 9, 2004

III. POLICE DEPARTMENT REIMBURSEMENT

COST ALLOCATION METHODOLOGY

The Water and Sewer Enterprises benefit from police services in a variety of ways. For example, in the case of the Water Enterprise, police presence helps deter (1) tampering with water facilities, valves, instrumentation, and other controls; (2) vandalism and theft of salvageable materials; (3) theft of water; and (4) introduction of contaminants into source water and other acts of terrorism. Police personnel are available to investigate acts of tampering, vandalism, theft, and terrorism. Police personnel are also available to respond to emergencies such as main breaks, hydrant damage, and natural disasters that could interrupt operations.

In some cases, such as at sites that are prone to vandalism or intrusion, additional security guards or equipment may be required. These additional security measures supplement the police services rather than replace the need for police services.

Funding for police services is derived from a variety of sources, of which tax revenue is the primary source. Taxes paid by owners of private property constitute their share of reimbursement for police services. Absent from these funding sources is reimbursement from the enterprises for their share of police services. The enterprises' share of the cost of police services should be commensurate with the services received.

In the case of police services, the benefit provided is the protection of property against theft of or damage to assets. Because police services protect property, it is appropriate and reasonable to apportion the cost of police services in proportion to property value. To be fair, the apportionment should include the value of both public and private property protected within the City. The following describes how public and private property was valued and used for proportioning the cost of police services.

VALUE OF PUBLIC PROPERTY

Because public property is tax exempt, it has no assessed value for comparison with taxable private property. For lack of assessed value, another form of value was calculated based on the City's capital asset records. The approach used to value the City's public property relies on a valuation procedure commonly used to estimate fair market value of utilities. This approach determines the fair market value based on "replacement cost new less depreciation" (or RCNLD as it is referred to by appraisers). RCNLD represents the value in today's construction cost minus wear and tear. RCNLD represents the cost as though the assets were constructed today, minus the accrued depreciation. The RCNLD value is commonly recognized by the courts for purposes of estimating fair market value.

In order to establish today's fair market value, the cost is estimated in today's dollars by escalating the depreciated original cost (i.e., net book value) in the City's capital asset records using the *Engineering News Record's* Construction Cost Index (ENR CCI). By averaging the acquisition dates of the City's capital assets, it was determined that the *average* acquisition dates for its existing infrastructures are as follows:

- Water Enterprise = 1997
- Sewer Enterprise = 2001

The depreciated original cost on the City's accounting records was escalated from the average acquisition dates for each enterprise to 2015 to derive the current RCNLD. To establish each enterprise's proportionate share of the Police Department budget, the following steps were followed:

1. The value of each enterprise's property was determined based on the City's capital asset records.
2. The average acquisition date for each enterprise's assets was estimated based on the City's capital asset records and discussions with City Staff.
3. The historical cost minus depreciation was escalated to current fair market value using the change in the ENR CCI between the average acquisition date and today.
4. The current fair market value of all private property in the City was estimated based on the County's assessed valuation, increased to its fair market value using the 4R adjustment ratio (discussed below).
5. Each enterprise's proportionate share of market value was determined by dividing its value by the total of all property value in the City.
6. The police department budget was reduced to eliminate any programs that are unrelated to protecting property.
7. Each enterprise's share of the adjusted police budget was derived by multiplying the proportionate share of the enterprise's market value in Step 5 by the adjusted police budget in Step 6.

These steps were applied consistently to the Water and Sewer Enterprises to maintain proportionality in compliance with the provisions of Article XIID of the California Constitution.⁵ The result is a set of cost allocations that are comparable to the overhead cost allocations that are commonly used by cities to proportionately allocate the costs of general overhead among all benefiting funds.

⁵ Enacted by voters in 1996 by Proposition 218.

The City's capital asset records indicate the original cost of its assets, the accrued depreciation, and the net book value (original cost minus depreciation). It is noted that there are certain conditions that result in undervaluing the City's enterprise assets for which no adjustment could be made. First, the City's inventory of its infrastructure may not be complete. Municipalities were not required to maintain capital assets records as accurately as private enterprises until the 1986 Tax Reform Act. Prior to that time, many public agencies had incomplete capital asset records; the problem persists today in some cases.

In addition to missing assets in the capital asset records, the original costs of the City's infrastructure may be low because some assets were donated or dedicated to the City at nominal value. Land values may also be undervalued. By comparison, the County's tax rolls are considered to include all private property. The result of omissions and low values in the City's capital assets is an undervaluation of the City's assets, which results in a lower allocation of the police budget to the enterprises.

Figure III-1 indicates that the estimated fair market value of the City's public property is \$790.5 million.

Figure III-1. Calculation of Public Property Fair Market Value

	Water <u>Enterprise Fund</u>	Sewer <u>Enterprise Fund</u>	Other <u>Enterprise Funds</u>	Governmental <u>Activities</u>	Total <u>Municipal</u>
A. Net Book Value [1]					
Capital Assets, net depreciation	\$ 79,102,808	\$ 58,609,940	\$ 13,856,825	\$ 333,360,043	\$ 484,929,616
B. Net Book Value Escalated to 2015 Value [3]					
Average Asset Acquisition Date [2] [4]	1997	2001	1998	1999	
ENR CCI [4]					
Base Year - Acquisition Date	6,630	7,448	6,731	6,817	
2015	11,155	11,155	11,155	11,155	
Construction Cost Inflation Factor	1.68	1.50	1.66	1.64	
2015 Value [5]	\$ 132,892,717	\$ 87,914,910	\$ 23,002,330	\$ 546,710,471	\$ 790,520,427
<small>1. City of Antioch Comprehensive Annual Financial Report for the Fiscal Year ending June 30, 2015, Statements of Net Position. 2. Calculated based on City Asset Detail Records. 3. Escalated book value of the municipal assets is used as a proxy for assessed value. 4. ENR Cost Construction Index, Base 1913=100. 5. Escalated Total Municipal asset net book value reflects a composite of the enterprises' and governmental activities' escalated values.</small>					

VALUE OF PRIVATE PROPERTY

Private property can be valued using assessed value. Assessed value represents the market value at the time of sale plus subsequent annual increases by the tax assessor, which have been limited to 2% per year since the passage of Proposition 13 in 1978. As such, the total assessed value in the City is the composite of all taxable and tax-exempt property at the time of the most recent sale plus any subsequent increases and reassessments. The amount by which assessed value differs from current fair market value will depend on (1) how long ago it was last sold, (2) the lag in assessed value since that the last sale caused by restrictions imposed by Proposition 13.

Assessed value is typically less than RCNLD value. The construction cost index increased over 60% since 1999 (the average acquisition date for all non-enterprise City assets). However, Proposition 13 limits assessed value to 2% increases per year, which equates to just over 37% over the same period. Because construction cost has escalated at a greater rate than assessed values, the value of the City's infrastructure increased greater than the assessed value of private property. Therefore, a factor was applied to the assessed value to adjust for the lag between assessed value and market value.

In this way, the difference between assessed value in private property and the RCNLD for public property was substantially eliminated. The adjustment factor was based on data provided by the State Board of Equalization, which has developed what is known as the "4R Ratio" for commercial/industrial property.⁶ The Board has maintained annual records since 1990 comparing the assessed value of commercial/industrial property with its value at the time of sale.

The numerator of the 4R Ratio is assessed value and the denominator is sales value.⁷ Whereas assessed value generally increases gradually over time, sales value can fluctuate considerably from year to year depending on the real estate market. Year-to-year fluctuations in the real estate market should not have an undue influence on the allocation of police costs. There is also considerable difference among counties. To stabilize the allocation, the State-wide average of the 4R Ratio from 1990 to 2015 was used. The resulting "market value adjustment ratio" is 137.1%.⁶

Figure III-2 shows the assessed value of taxable and tax-exempt (e.g., County, State, and Federal property) private property at \$8.977 billion and, when the market value adjustment ratio is applied, it becomes \$12.308 billion in fair market value. In other words, the fair market value of private property is estimated to be 137.1% of its assessed value.

⁶ The 4R Ratio stems from the Railroad Revitalization and Reform Act of 1976. The 4R Ratio is used to reduce the value of railroad property to approximate assessed value so that railroad property can be taxed on par with the assessed value of other commercial and industrial property.

⁷ The "market value adjustment ratio" used in this report is the mathematical inverse of the 4R Ratio.

Figure III-2. Calculation of Private Property Fair Market Value

A. Private Property Assessed Value		
Non-Municipal Property Assessed Value		
Taxable property [1]	\$	8,256,317,000
Tax exempt property [1]	\$	<u>721,103,000</u>
Total Assessed Value	\$	8,977,420,000
B. Private Property Market Value		
Market Value Adjustment Factor		<u>1.371</u>
Assessed Value Factored up to Market Value	\$	<u>12,308,042,820</u>

1. City of Antioch Comprehensive Annual Financial Report for the Fiscal Year ending June 30, 2015, Assessed Value and Estimated Actual Value of Taxable Property.

Figure III-3 adds the market value of private and public property to get the total fair market value of property in the City.

Figure III-3. Calculation of Private Property Fair Market Value

Private Property Market Value [1]	\$	12,308,042,820
Public Property Market Value [2]	\$	<u>790,520,427</u>
Total Value in City	\$	13,098,563,247

1. Source: Figure III-2

2. Source: Figure III-1

ENTERPRISE ALLOCATION FACTOR

Figure III-4 determines how much each enterprises' value is as a percent of the total value of all private and public property in the City. For example, the market value of Water Enterprise property represents 1.01% of the total property value in the City, whereas the Sewer Enterprise property represents 0.67%. The enterprise allocations differ in proportion to the values of their infrastructures.

Figure III-4. Calculation of Each Enterprise's Proportionate Share of Total City Value

	<u>Water</u> <u>Enterprise Fund</u>	<u>Sewer</u> <u>Enterprise Fund</u>
Enterprise Market Value - 2015 [1]	\$ 132,892,717	\$ 87,914,910
Total Market Value in City - 2015 [2]	<u>\$ 13,098,563,247</u>	<u>\$ 13,098,563,247</u>
Enterprise Value as a % of Total Value	1.01%	0.67%

1. Source: Figure III-1.B.

2. Source: Figure III-3

POLICE DEPARTMENT BUDGET

Figures III-5, III-6, and III-7 derive the annual police department operating, capital, and total costs (based on the City's FY 2015-16 budget) to protect the private and public property within the City.

Figure III-5 shows the derivation of the portion of the Police Department's budgeted operating costs that benefit the Water and Sewer Enterprises. Two items are excluded that do not provide benefits for which the Water and Sewer Enterprises should provide reimbursements (the Transfers Out that are excluded are primarily related to animal control).

Figure III-5. Police Operating Costs

	FY 2015-16 Budget
Police Service Operating Costs	
Police Operating Budget FY 2015-16 [1]	
Administration	\$ 4,597,449
Reserves	\$ 10,193
Prisoner Custody	\$ 669,092
Community Policing	\$ 21,389,761
Traffic	\$ 224,317
Investigation	\$ 3,981,086
Special Operations Unit	\$ 1,020,756
Communications	\$ 3,087,205
Emergency Management	\$ 5,264
Community Volunteers/Chaplaincy	\$ 94,242
Facilities Maintenance	\$ 615,715
Animal Control Support	\$ 508,521
Total Police Operating Budget	\$ 36,203,601
Deductions for Services Unrelated to Enterprises	
Community Volunteers/Chaplaincy	\$ (94,242)
Transfers Out	\$ (527,627)
Adjusted Police Operating Budget to be Allocated	\$ 35,581,732

1. City of Antioch 2015-2017 Operating Budget.

In addition to operating costs, the Police Department has a significant depreciable capital investment. Today's value of its capital assets is estimated to be \$22,049,191, which has an estimated annual depreciation of \$1,130,728, as derived in Figure III-6.

Figure III-6. Police Capital Budget – FY 2015-16

Police Service Capital Costs	
Median Year of Acquisition/Construction [1]	1997
ENR CCI at Acquisition/Construction [2]	6,731
ENR CCI in 2015 [2]	11,155
Construction Cost Inflation Factor	1.66
Original Acquisition/Construction Cost [1]	\$ 13,304,626
2015 Facilities Value [Factor x Cost]	\$ 22,049,191
÷ Remaining Useful Life [1]	20
Adjusted Police Capital Budget to be Allocated	\$ 1,130,728

1 Calculated based on City Asset Detail Records.

2 ENR Cost Construction Index, Base 1913=100.

The combination of the Police Department's operating and capital costs is summarized in **Figure III-7**.

Figure III-7. Total Police Budget – FY 2015-16

Adjusted Police Operating Budget to be Allocated [1]	\$ 35,581,732
Adjusted Police Capital Budget to be Allocated [2]	\$ 1,130,728
Total Police Service Costs to be Allocated	\$ 36,712,460

1. Source: Figure III-5.

2. Source: Figure III-6

As shown in **Figure III-8**, each enterprise's share of the adjusted police budget of \$36.7 million is derived based on the relative fair market value of the enterprise compared with the total value in the City (as calculated in **Figure III-4**).

Figure III-8. Calculation of Each Enterprise's Share of Police Budget

	<u>Water</u>	<u>Sewer</u>	<u>Total \$</u>
	<u>Enterprise Fund</u>	<u>Enterprise Fund</u>	<u>Allocated</u>
Police Service Budget to be Allocated [1]	\$ 36,712,460	\$ 36,712,460	\$ 36,712,460
Allocation to Enterprise [2]	1.01%	0.67%	n.a.
Enterprise Share of Police Service	\$ 370,796	\$ 245,973	\$ 616,769

1. Source: Figure III-7

2. Source: Figure III-4

In total, the enterprises' are responsible for reimbursing the City's General Fund \$616,769 for the police services provided. The reimbursements are proportionate to the value of each enterprise's property protected within the City compared to the value of all public and private property within the City.



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