



Council Chambers  
200 H Street  
Antioch, CA 94509

Closed Session - 4:30 P.M.  
Special Meeting/Study Session - 5:00 P.M.  
Regular Meeting - 7:00 P.M.

# ANNOTATED AGENDA

for

FEBRUARY 5, 2019

## Antioch City Council Special Meeting/Study Session and Regular Meeting

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

Arne Simonsen, CMC, City Clerk  
James D. Davis, City Treasurer

Ron Bernal, City Manager  
Derek Cole, Interim City Attorney

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

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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, 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.

**4:30 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present***

**PUBLIC COMMENTS** for Closed Session – *None*

**CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation Pursuant to California Government Code §54956.9(d)(1): Antioch Police Officers Association v. City of Antioch et al., Contra Costa Superior Court Case No. 19-0170.  
***City Attorney briefed the Council / No reportable action***

**4:32 P.M. Adjourn to Closed Session**

**5:00 P.M. ROLL CALL – SPECIAL MEETING/STUDY SESSION – for Council Members – *All Present***

**PLEDGE OF ALLEGIANCE**

**STUDY SESSION**

- 1. UPDATE OF THE WATER AND SEWER RATE FEE STUDY (P.W. 362-8)**

***Direction provided to Staff***

Recommended Action: It is recommended that the City Council provide direction to staff regarding the water rate methodology, and approved increases in the water and sewer rates for FY2019/2020.

**5:48 P.M. Break**

**6:01 P.M. Reconvene – *All Present***

**STAFF REPORT**

- 2. UNFUNDED LIABILITIES**

**Council received the presentation and provided feedback**

Recommended Action: It is recommended that the City Council discuss and direct staff regarding a policy for paying down unfunded pension and other post-employment benefit (OPEB) liabilities.

**6:58 P.M. ADJOURN FROM SPECIAL MEETING/STUDY SESSION**

**STAFF REPORT**

**7:08 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *All Present***

**PLEDGE OF ALLEGIANCE**

**3. PROCLAMATION**

STAFF REPORT

- In Honor of Barbara Sobalvarro, President – Friends of Animal Services

**Approved, 5/0**

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

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

**ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

- *BOARD OF ADMINISTRATIVE APPEALS*

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

**CITY COUNCIL COMMITTEE REPORTS**

**MAYOR’S COMMENTS**

**PRESENTATIONS** – *Public Finance Management (PFM) Investment Report presented by Izac O. Chyou, Senior Managing Consultant*

– *City Branding update by Evviva Brands, LLC, presented by David Kippen*

PRESENTATION

**4. CONSENT CALENDAR**

**A. APPROVAL OF COUNCIL MINUTES FOR JANUARY 8, 2019**

STAFF REPORT

**Approved, 5/0**

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

**B. APPROVAL OF COUNCIL MINUTES FOR JANUARY 22, 2019**

**Continued, 5/0**

Recommended Action: It is recommended that the City Council continue the Minutes to the next meeting.

STAFF REPORT

**C. APPROVAL OF SPECIAL MEETING/STUDY SESSION MINUTES FOR FEBRUARY 2, 2019**

**Continued, 5/0**

Recommended Action: It is recommended that the City Council continue the Special Meeting/Study Session Minutes to the next meeting.

STAFF REPORT

**D. APPROVAL OF COUNCIL WARRANTS**

**Approved, 5/0**

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

STAFF REPORT

**E. NINTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH EXPONENT, INC.**

**Reso. No. 2019/18 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution approving the Ninth Amendment to the Consultant Service Agreement with Exponent, Inc. for continued support related to City Water Rights, California WaterFix and the Brackish Water Desalination project in the amount of \$100,000 for a total of \$734,600.

STAFF REPORT

**F. INITIATE PREPARATION OF THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT CITY ENGINEER'S REPORT FOR FY 2019/2020**

**Reso. No. 2019/19 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt the resolution directing the City Engineer to prepare a consolidated Engineer's Report for FY 2019/2020 Street Lighting and Landscape Maintenance District assessments.

STAFF REPORT

**G. THIRD AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH SWATT MIERS ARCHITECTS FOR THE CITY HALL COUNCIL CHAMBERS INTERIOR REMODEL (P.W. 247-P)**

**Reso. No. 2019/20 adopted, 5/0**

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

- 1) Authorize the City Manager to execute the third amendment to the Design Consultant Services Agreement with Swatt Miers Architects for the City Hall Council Chambers Interior Remodel and increase the contract by \$42,655.00 for a total contract amount of \$146,772.50.
- 2) Extend the term of the agreement with Swatt Miers Architects to December 31, 2019.

STAFF REPORT

**H. PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR THE FULTON SHIPYARD ROAD SEWER PUMP STATION**

**Reso. No. 2019/21 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution approving the Purchase and Sale Agreement (PSA) and Joint Escrow Instructions for the sale of the Fulton Shipyard Road Sewer Pump Station Property (APN 065-050-037) to Delta Diablo, a sanitation district formed pursuant to the County Sanitation District Act formally known as Contra Costa County Sanitation District (District) and authorize the City Manager to execute the PSA.

STAFF REPORT

**I. RESOLUTION TERMINATING MAINTENANCE AGREEMENT WITH PACIFIC COAST LANDSCAPE MANAGEMENT, INC.**

**Reso. No. 2019/22 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution terminating maintenance agreements with Pacific Coast Landscape Management, Inc. of Byron, CA, for failure to perform.

STAFF REPORT

**J. APPLICATION TO THE METROPOLITAN TRANSPORTATION COMMISSION TO OBTAIN A TRANSPORTATION DEVELOPMENT ACT GRANT FOR THE MOKELUMNE TRAIL BICYCLE PATH IMPROVEMENTS (P.W. 404-11)**

**Reso. No. 2019/23 adopted, 5/0**

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

STAFF REPORT

- 1) Amend the fiscal year 2018/2019 Capital Improvements Budget with Gas Tax Funds for the Mokelumne Trail Bicycle Path Improvements by \$30,000; and
- 2) Authorize the City Manager to submit to Metropolitan Transportation Commission (MTC) requesting an allocation of the Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle project funds in the amount of \$120,000 for Mokelumne Trail Bicycle Path Improvements.

**COUNCIL MEMBER THORPE REQUESTED A MOTION TO MOVE REGULAR AGENDA ITEM #10 AFTER CONSENT CALENDAR FOLLOWED BY AGENDA ITEM #9 AS THE NEXT ORDER OF BUSINESS; COUNCIL APPROVED 5/0**

**COUNCIL REGULAR AGENDA**

**10. NEW CITY ATTORNEY APPOINTMENT**

**Approved to appoint Thomas Smith for City Attorney, 5/0**

Recommended Action: It is recommended that the City Council adopt a motion appointing Thomas Smith as City Attorney; approving the Agreement with Thomas Smith for City Attorney Services and authorizing the Mayor to sign the Agreement and amendment.

STAFF REPORT

**9. BRACKISH WATER DESALINATION PLANT – PROJECT STABILIZATION AGREEMENT (P.W. 694)**

**Reso. No. 2019/27 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager or his designee to execute a Project Stabilization Agreement and direct staff to include the agreement in the bid documents for the construction of the Brackish Water Desalination Plant.

**PUBLIC HEARING**

STAFF REPORT

**5. ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REPEALING AND REENACTING CHAPTER 14 OF TITLE 4 OF THE ANTIOCH MUNICIPAL CODE AND AMENDMENT TO THE CITY OF ANTIOCH'S MASTER FEE SCHEDULE CONCERNING ALARM SYSTEMS**

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

**To 02/26/19 for adoption, 5/0**

STAFF REPORT

- 1) Waive the first reading and consider the introduction of an Ordinance of the City Council of the City of Antioch Repealing and Reenacting Chapter 14 of Title 4 of the Antioch Municipal Code Concerning Alarm Systems, and
- 2) Adopt a Resolution amending the Master Fee Schedule to assign new Alarm System Fees with corresponding values.

**Reso. No. 2019/24 adopted, 5/0**

6. RESOLUTION RECOGNIZING THE AMENDMENTS MADE TO THE GENERAL PLAN IN LIGHT OF THE ADOPTION OF "THE RANCH" AND THE "LET ANTIOCH VOTERS DECIDE" INITIATIVES  
(Continued from 01/08/19)

**Item withdrawn by City Attorney**

Recommended Action: It is recommended that the City Council withdraw this proposed action at this time.

STAFF REPORT

### **COUNCIL REGULAR AGENDA**

7. PARKS AND RECREATION COMMISSION APPOINTMENTS FOR TWO (2) PARTIAL-TERM VACANCIES EXPIRING MARCH 2020 AND APRIL 2022

**Reso. No. 2019/25 adopted, 5/0**

**Appointing Marie Arce to the partial-term vacancy expiring March 2020 and Mitchell Belche to the partial-term vacancy expiring April 2022**

Recommended Action: It is recommended that the Mayor nominate and Council appoint by resolution:

- 1) One Member to the Parks and Recreation Commission for a partial-term vacancy expiring March 2020; and
- 2) One Member to the Parks and Recreation Commission for a partial-term vacancy expiring April 2022.

STAFF REPORT

8. FEE AND PRICING POLICY FOR PARKS AND RECREATION SERVICES

**Reso. No. 2019/26 without 5% revenue increase, adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution approving a Fee and Pricing Policy for Parks and Recreation Services.

STAFF REPORT

**COUNCIL MEMBER THORPE MADE A MOTION TO MOVE REGULAR AGENDA ITEM #10 AFTER THE CONSENT CALENDAR, FOLLOWED BY AGENDA ITEM #9. COUNCIL APPROVED, 5/0**

11. RESOLUTION APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH ROWLAND BERNAL JR. FOR CITY MANAGER SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

**Reso. No. 2019/28 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution approving the First Amendment to the Employment Agreement with Rowland Bernal Jr. (hereinafter "Bernal") for City Manager Services and authorizing the Mayor to sign the Agreement.

STAFF REPORT

12. CITY COUNCIL TRAVEL

**Council motioned to appoint Monica Wilson and Lamar Thorpe, and authorized conference expenses of \$3890, 5/0**

STAFF REPORT

Recommended Action: It is recommended that the City Council discuss and appoint two (2) Council Members for travel to Sacramento, CA from April 10 – 11, 2019 for the California Cannabis Control (CCC) Regulations, Codes, and Enforcement Summit. It is further recommended that the City Council authorize the associated conference expenses for one participant in an amount not to exceed \$1,945.

**13. RESOLUTION TO FORM COMMITTEES**

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

- 1) Adopt resolutions to form the following committees as Ad Hoc Committees for a period of six (6) months to determine if the Ad Hoc Committees should become Standing Committees or continue as Ad Hoc Committees:
  - Waterfront Committee – ***Reso No. 2019/29 adopted, 5/0 Appointing Joy Motts and Monica Wilson***
  - City/School Committee – ***Reso No. 2019/30 adopted, 5/0 Appointing Joy Motts and Lori Ogorchock***
  - Youth Services Task Force Committee – ***Reso No. 2019/31 adopted, 5/0 Appointing Sean Wright and Lamar Thorpe***
  - Civic/Municipal Center Committee – ***Reso No. 2019/32 adopted, 5/0 Appointing Monica Wilson and Lamar Thorpe***
  - Human Trafficking Committee – ***Reso No. 2019/33 adopted, 5/0 Appointing Monica Wilson and Joy Motts***
  - Sesquicentennial Committee – ***Reso No. 2019/34 adopted, 5/0 Appointing Sean Wright and Joy Motts***
- 2) Confirm the appointment of the two (2) members for each of the Ad Hoc Committees.

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 – 10:15 p.m.**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Special Meeting of February 5, 2019

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

**SUBMITTED BY:** Jon Blank, Public Works Director/City Engineer *JB*

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

**SUBJECT:** Update of the Water and Sewer Rate Fee Study, (P.W. 362-8)

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### **RECOMMENDED ACTION**

It is recommended that the City Council provide direction to staff regarding the water rate methodology, and approved increases in the water and sewer rates for FY2019/2020.

### **STRATEGIC PURPOSE**

This item supports Strategies K-2 and O-2 by ensuring adequate funding to design, build, operate and maintain the City's sewer and water assets and resources.

### **FISCAL IMPACT**

The proposed rates provide funding to maintain and improve the City's water and sewer systems.

### **DISCUSSION**

City Council requested Staff to bring forward an item to discuss changing the single family water rate methodology from the existing two-tiered water rate structure to a uniform single-tier rate structure. If the rate methodology is changed, a water rate study is required, and the process must conform to Proposition 218 requirements. The two-tier rate study is consistent with the State Department of Water Resources' efforts to conserve water and is relevant to the City's request for State Grants and Funding.

A water rate study is also required for the loan application submitted to State Department of Water Resources to finance the Brackish Water Desalination Project, and needs to be completed as soon as possible. This study must provide for loan payments made in future years. City Staff will proceed with a water rate study upon direction from City Council regarding single family rate methodology.

The water and sewer rate study adopted in 2015 provides for rate increases through the 2019/2020 Fiscal Year. City Council may direct staff to implement the approved 2019/20 rate increases, or request Staff to return to City Council with a new rate study utilizing either tiered or uniform water rates. Sewer rates would be studied at the same time. As stated above, a change in methodology would require a Proposition 218 process.



**ATTACHMENTS**

A: PowerPoint Presentation

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# Comparison of Uniform and Tiered Water Rates for Single Family Customers

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ATTACHMENT "A"

FEBRUARY 5, 2019

MUNICIPAL FINANCIAL SERVICES

City of Antioch | 1

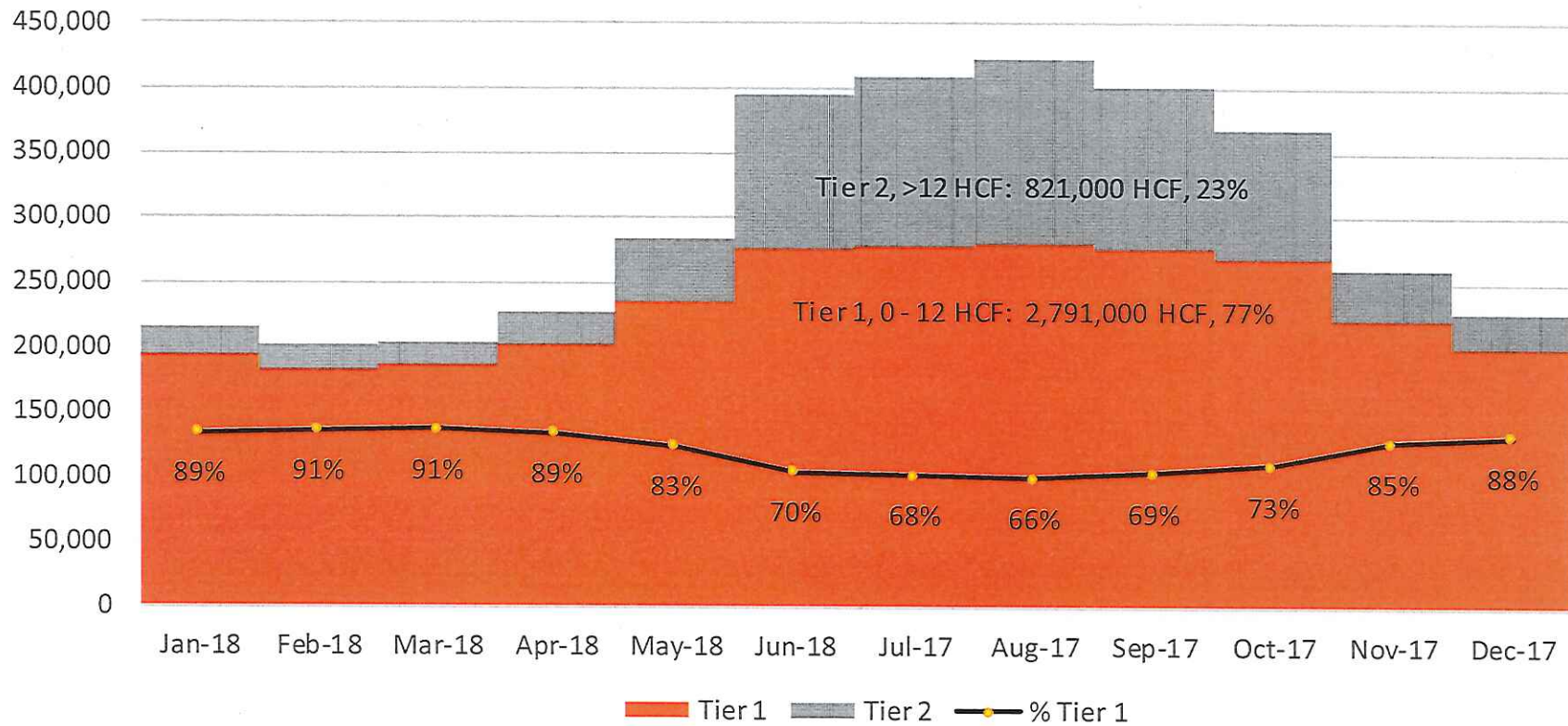
A1

# Uniform and Tiered Rate Structure Descriptions

- Uniform and Tiered rate structures are revenue neutral – they generate the same revenue
- Uniform rate structure – all users pay the same price for each unit of water use
- Two-tiered rate structure – the rates and the tier break are based on peak water usage for single family customers and the increased costs associated with delivering water during peak use conditions; nonresidential customer classes pay uniform rates

# Single Family Water Use, FY 2017-18 Actual

(HCF = Hundred Cubic Feet = ~748 gallons)



A3

## Five-Year Rate Plan Adopted in 2015 for FY 2015/16 – FY 2019/20

- The Five-Year Rate Plan updated **cost of service proportionality** and **replaced** the Single Family uniform rate structure with a tiered rate structure
- In the first year (FY 2015-16) of the Five-Year Rate Plan, Tier 1 rates increased far less from the prior uniform rates than did Tier 2 rates
- The fifth and final annual rate increases in the Five-Year Rate Plan of 6-10% are scheduled for July 1, 2019

AC

# Five-Year Rate Plan Adopted in 2015 for FY 2015/16 – FY 2019/20

Service Category	effective dates >						FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
	Current	7/1/2015 FY 15/16	7/1/2016 FY 16/17	7/1/2017 FY 17/18	7/1/2018 FY 18/19	7/1/2019 FY 19/20					
Quantity Rates, \$/HCF											
<i>HCF = hundred cubic feet (748 gallons)</i>											
Non-Single Family											
Zone I	\$2.42	\$2.99	\$3.24	\$3.73	\$4.05	\$4.44	24%	8%	15%	9%	10%
Zone II	\$2.51	\$3.08	\$3.33	\$3.83	\$4.16	\$4.55	23%	8%	15%	9%	9%
Zone III	\$2.64	\$3.15	\$3.41	\$3.92	\$4.25	\$4.65	19%	8%	15%	8%	9%
Zone IV	\$2.92	\$3.32	\$3.59	\$4.10	\$4.45	\$4.86	14%	8%	14%	9%	9%
Single Family											
<i>Tier 1</i>											
	<i>All Use</i>	<i>0 - 13 HCF</i>	<i>0 - 13 HCF</i>	<i>0 - 12 HCF</i>	<i>0 - 12 HCF</i>	<i>0 - 12 HCF</i>					
Zone I	\$2.42	\$2.53	\$2.74	\$3.17	\$3.45	\$3.78	5%	8%	16%	9%	10%
Zone II	\$2.51	\$2.62	\$2.83	\$3.27	\$3.56	\$3.89	4%	8%	16%	9%	9%
Zone III	\$2.64	\$2.69	\$2.91	\$3.36	\$3.65	\$3.99	2%	8%	15%	9%	9%
Zone IV	\$2.92	\$2.86	\$3.09	\$3.54	\$3.85	\$4.20	-2%	8%	15%	9%	9%
<i>Tier 2</i>											
	<i>All Use</i>	<i>&gt; 13 HCF</i>	<i>&gt; 13 HCF</i>	<i>&gt; 12 HCF</i>	<i>&gt; 12 HCF</i>	<i>&gt; 12 HCF</i>					
Zone I	\$2.42	\$4.19	\$4.53	\$5.24	\$5.68	\$6.22	73%	8%	16%	8%	10%
Zone II	\$2.51	\$4.28	\$4.62	\$5.34	\$5.79	\$6.33	71%	8%	16%	8%	9%
Zone III	\$2.64	\$4.35	\$4.70	\$5.43	\$5.88	\$6.43	65%	8%	16%	8%	9%
Zone IV	\$2.92	\$4.52	\$4.88	\$5.61	\$6.08	\$6.64	55%	8%	15%	8%	9%
Meter Service, \$/meter-month											
5/8 x 3/4-inch	\$15.60	\$17.50	\$18.80	\$21.20	\$22.90	\$24.40	12%	7%	13%	8%	7%
1-inch	\$25.27	\$39.30	\$42.50	\$47.70	\$52.00	\$55.00	56%	8%	12%	9%	6%
1½-inch	\$47.74	\$74.00	\$81.00	\$90.00	\$98.00	\$105.00	55%	9%	11%	9%	7%
2-inch	\$75.62	\$117.00	\$127.00	\$142.00	\$155.00	\$165.00	55%	9%	12%	9%	6%
3-inch	\$156.77	\$217.00	\$235.00	\$264.00	\$287.00	\$305.00	38%	8%	12%	9%	6%
4-inch	\$246.73	\$359.00	\$389.00	\$437.00	\$475.00	\$506.00	46%	8%	12%	9%	7%
6-inch	\$488.45	\$715.00	\$775.00	\$870.00	\$946.00	\$1,008.00	46%	8%	12%	9%	7%
8-inch	\$725.62	\$1,142.00	\$1,237.00	\$1,390.00	\$1,512.00	\$1,610.00	57%	8%	12%	9%	6%
10-inch	\$1,554.76	\$1,640.00	\$1,777.00	\$1,997.00	\$2,171.00	\$2,312.00	5%	8%	12%	9%	6%
12-inch	\$2,808.34	\$2,352.00	\$2,548.00	\$2,864.00	\$3,113.00	\$3,315.00	-16%	8%	12%	9%	6%

AS

# Comparison of Uniform and Tiered Rates

	Current FY19	Tiered Rates FY20	Uniform Rates FY20
Quantity Rates, \$/HCF			
Non-Single Family			
Zone I	\$4.05	\$4.44	\$4.44
Single Family			
Tier 1	0 - 12 HCF	0 - 12 HCF	All Use
Zone I	\$3.45	\$3.78	\$4.44
Tier 2	> 12 HCF	> 12 HCF	All Use
Zone I	\$6.22	\$6.22	\$4.44

ALB

# Impact of Rate Structure Changes on Monthly Bills

- For water use between 0 and 20 HCF, the average monthly bill increase is 12 percent for 90 percent of customer bills
- For water use between 21 and 40 HCF, the average monthly bill “increase” is negative 6 percent for 8 percent of customer bills
- For water use above 41 HCF, the average monthly bill “increase” is negative 15 percent for 2 percent of customer bills

A-7

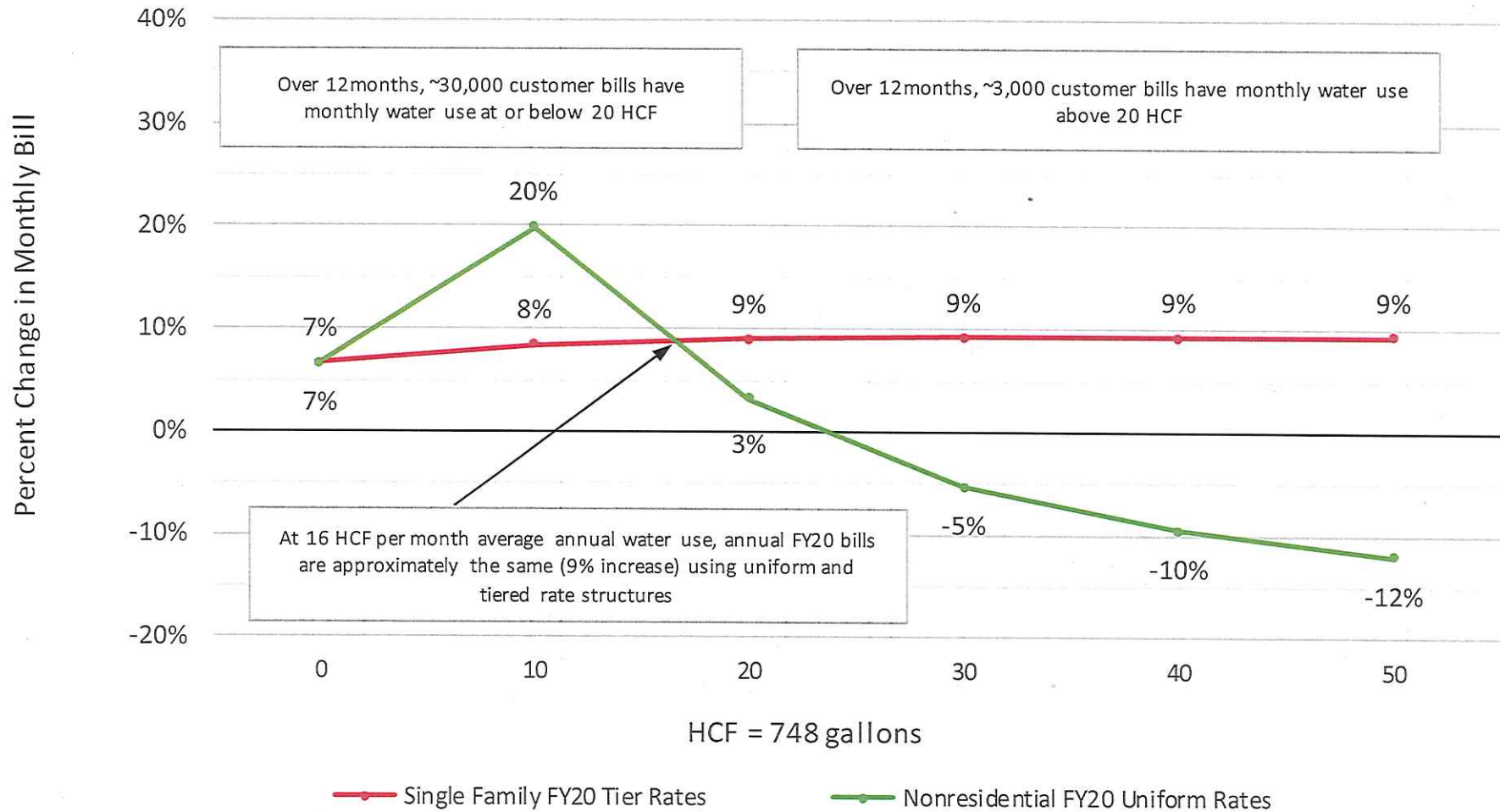


# Monthly Bills Using Tiered and Uniform Rates

Average Monthly Water Use (HCF)	Percent of 33,000 Monthly Bills	Average Percent Change in Monthly Bills	Average Monthly Bills		
			Current Rates FY19	Tier Rates FY20	Uniform Rates FY20
0-20	90	12%	\$61	\$66	\$69
21-40	8	-6%	\$169	\$185	\$160
41 plus	2	-15%	\$411	\$449	\$349

AS

# Percent Change in Average Monthly Water Bills



19

# Monthly Bills Using Tiered and Uniform Rates

Water Use		Current Rates FY19	Tiered Rates FY20		Uniform Rates FY20		Difference Between Tiered and Uniform Rates	
HCF	gpd		Bill	% Δ	Bill	% Δ		
0	0	\$23	\$24	7%	\$24	7%	\$0	0%
10	246	\$57	\$62	8%	\$69	20%	\$7	11%
20	492	\$110	\$120	9%	\$113	3%	-\$6	-5%
30	738	\$167	\$182	9%	\$158	-5%	-\$24	-13%
40	984	\$223	\$244	9%	\$202	-10%	-\$42	-17%
50	1,230	\$280	\$306	9%	\$246	-12%	-\$60	-20%

A-10

**END OF PRESENTATION**

**QUESTIONS ???**

All



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Special Meeting of February 5, 2019

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

**SUBMITTED BY:** Dawn Merchant, Finance Director *DM*

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

**SUBJECT:** Unfunded Liabilities

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### **RECOMMENDED ACTION**

It is recommended that the City Council discuss and direct staff regarding a policy for paying down unfunded pension and other post-employment benefit (OPEB) liabilities.

### **STRATEGIC PURPOSE**

This action falls under Strategic Plan Long Term Goal O: Achieve and maintain financial stability and transparency.

### **FISCAL IMPACT**

Fiscal impacts of any policy direction will be incorporated into the upcoming two-year and future budget cycles.

### **DISCUSSION**

City Council requested that in lieu of addressing payment of unfunded pension and OPEB liabilities only through the one-time revenue policy, that a separate policy addressing unfunded liabilities be considered that would provide a systematic approach to paying them down.

Historical unfunded liability balances are as follows:

Plan	6/30/13	6/30/14	6/30/15	6/30/16	6/30/17	6/30/18
Miscellaneous	\$24,180,970	\$42,718,114	\$42,985,949	\$45,209,182	\$54,239,873	\$59,271,947
Safety	21,107,761	35,225,264	33,459,081	37,561,170	46,835,514	53,243,957
Police Supp.	1,693,000	1,959,000	2,001,333	1,065,673	652,945	145,013
OPEB	30,978,000	37,669,000	37,669,000	58,121,753	58,121,753	48,913,478
	<b>\$77,959,731</b>	<b>\$117,571,378</b>	<b>\$116,115,363</b>	<b>\$141,957,778</b>	<b>\$159,850,085</b>	<b>\$161,574,395</b>

For the Miscellaneous and Safety Pension Plans with CalPERS, a portion of the bi-weekly CalPERS payment pays a portion of the unfunded liability as required so the City is continually paying towards the unfunded liability.

For this current fiscal year (2018/19), the City's required contributions are as follows:

Plan	Total Rate	Normal Cost Rate	Unfunded Liability Rate	Unfunded Liability Payment as Dollar Figure	Amortization of Unfunded Liability Scheduled End
Miscellaneous	34.801%	11.861%	22.940%	\$3,437,733	6/30/2045
Safety – Classic*	57.692%	22.346%	35.346%	3,109,546	6/30/2046
Safety – 2 <sup>nd</sup> Tier*	21.248%	21.206%	.042%	1,042	6/30/2030
Safety - PEPRA	13.070%	12.965%	.105%	1,995	6/30/2033
<b>Total FY19 Unfunded Liability Payment</b>				<b>\$6,550,316</b>	

For next fiscal year (2019/20), required contributions will be:

Plan	Total Rate	Normal Cost Rate	Unfunded Liability Rate	Unfunded Liability Payment as Dollar Figure	Amortization of Unfunded Liability Scheduled End
Miscellaneous	37.433%	12.068%	25.365%	\$3,988,738	6/30/2045
Safety – Classic*	64.935%	23.654%	41.281%	3,710,812	6/30/2046
Safety – 2 <sup>nd</sup> Tier*	22.478%	22.434%	.044%	1,468	6/30/2030
Safety - PEPRA	13.834%	13.786%	.048%	1,259	6/30/2033
<b>Total FY20 Unfunded Liability Payment</b>				<b>\$7,702,277</b>	

\*Safety classic and 2<sup>nd</sup> tier employees pay 3% of the City's required contribution listed in the tables.

CalPERS projects fiscal year 2020/21 contributions to be:

Plan	Total Rate	Normal Cost Rate	Unfunded Liability Rate	Unfunded Liability Payment as Dollar Figure	Amortization of Unfunded Liability Scheduled End
Miscellaneous	39.4%	12.7%	26.7%	\$4,308,000	6/30/2045
Safety – Classic**	71.935%	25.1%	46.835%	4,167,000	6/30/2046
Safety – 2 <sup>nd</sup> Tier**	23.85%	23.8%	.05%	6,200	6/30/2030
Safety – PEPRA**	13.986%	13.9%	.086%	4,500	6/30/2033
<b>Total FY21 Projected Unfunded Liability Payment</b>				<b>\$8,485,700</b>	

\*\*CalPERS has not provided unfunded liability rate, only the projected dollar figure. Rate is City projection.

Current contribution projections provided by CalPERS for fiscal years 2022 through 2025 are provided in Attachment 2. Note that for the City's Safety Plans, CalPERS does not provide a corresponding percentage for the unfunded liability rate associated with the dollar figure as they do for the Miscellaneous Plan. The unfunded liability rates and total rates reflected in the table above for these plans are what is being incorporated into the fiscal year 2020/21 budget. Actual fiscal year 2020/21 rates will not be known until later this year.

For OPEB, the City provides medical after retirement benefits to employees hired prior to September 2007 that retire from the City. The monthly amounts vary by bargaining unit and various caps of each medical after retirement plan. The City is on a “pay-as-you-go” basis with these plans. This means that we budget and pay for the medical premium reimbursements due to retirees each month rather than paying the full calculated actuarial determined contribution. The City is budgeted to pay \$1,686,325 in “pay-as-you-go” payments in this current fiscal year. The actuarial determined contribution was calculated to be \$2,927,590.

### **Available Options**

1. In May 2018, staff brought information to Council regarding establishment of a 115 trust to set aside funds for unfunded pension liabilities. Ultimately, the Council at that time elected not to pursue this avenue due to the restrictions of a 115 trust. Once established, the trust is irrevocable (no matter which 115 trust company is used). Funds can only be used to pay pension obligations and should the City decide to terminate the trust at any point in the future, the funds can only be transferred to another 115 trust or to CalPERS directly. Funds in a trust would not reduce the City’s unfunded liabilities on the balance sheet of our financial statements; however, they would not be available for any other use and would reflect being obligated for pensions in the net position section of the financials.

Since this was last brought to Council, CalPERS has been working on providing the framework and getting legislative approval for a section 115 trust administered by them. If this were to happen, staff believes funds held would be able to reduce the unfunded liabilities on the balance sheet, however, the funds would still be untouchable by the City once set aside.

Should the Council want to now pursue this option for the pension unfunded liabilities, an amount to set aside would need to be determined, methodology established for any future contributions and then staff would need to prepare a Request for Proposal for trust services.

It is important to note that the City has already established a 115 trust for OPEB liabilities. In 2008, the City Council approved participation in the CalPERS CERBT trust and set aside \$7,516,505 in that trust. This amount has grown to just under \$11.25 million as of December 31, 2018 due to some additional contributions and interest. However, the trust for OPEB differs slightly than establishing one for pensions as the amount set aside for OPEB directly offsets the OPEB liability (and is accounted for in the \$48,913,478 OPEB unfunded liability in the table on the first page).

2. The City can establish a “fresh start” amortization period with CalPERS for the unfunded liabilities. This restarts the amortization schedule fresh from the start date of election and amortizes unfunded liabilities over a new shortened amortization period. For the City of Antioch, it would range between 5 to 20 years depending on which plan(s) the City would elect to do this for (refer to the CalPERS Amortization Schedules and Alternatives excerpts from the June 30, 2017 valuation reports in Attachment 1). Once the City signs an agreement for this

option, it cannot be changed again. The yearly payments increase, in some plans substantially, in order to meet the shorter repayment timeframe. Although it will provide significant interest savings, it will also result in the loss of available annual revenues to pay for daily City operations. If the City were to begin this in FY20, total CalPERS payments would increase \$1,535,068 and steadily increase beyond that each outlying fiscal year. As you can see in Attachment 1 for the Miscellaneous Plan alone, in the final year of the new 20-year amortization, the City would be required to pay \$3,063,434 more than the existing amortization schedule.

3. The City can establish a soft “fresh start” which informally adopts the shorter amortization periods by making the difference in the shorter amortization period payments in the form of Additional Discretionary Payments (ADPs) to be paid to CalPERS each year. This will allow the City the flexibility in making the full difference in the payments in budget years that funding is available or modify the payment in years when the entire amount may not be. By not signing an agreement with CalPERS, the City is not locked into making the larger payment each year.
4. The City can elect to begin contributing the full actuarial determined contribution for OPEB verses just the “pay-as-you-go” amount. If this were done in FY19, \$1,241,265 in additional expense would need to be budgeted to be placed into the trust.
5. The City can establish a repayment methodology which repays some amount annually on a systematic basis towards pensions and/or OPEB. For example, the City Council could establish a policy that \$500,000 annually will be paid towards unfunded liabilities.

As our City and all others throughout California have seen, pension obligations are very volatile and uncertain. Any changes implemented by CalPERS in assumptions, interest rates, and market losses directly impact unfunded liabilities on an annual basis and are out of our control. As is demonstrated with our Police Supplementary Plan, the City paid off the unfunded liability that existed as of June 30, 2017, only to see it return as of June 30, 2018. Even the amortizations schedules in Attachment 1 have a notation from CalPERS that they do not include adopted discount rate changes that will occur after June 30, 2017 which means our unfunded liabilities will only continue to balloon further. Council should consider implementing a fiscally prudent policy that balances the need to address our unfunded liabilities and the need to provide quality services to our citizens.

## **ATTACHMENTS**

1. CalPERS Amortizations Schedules
2. CalPERS Projected Contributions



## Amortization Schedule and Alternatives

Date	<u>Current Amortization Schedule*</u>		<u>Alternate Schedules</u>			
	Balance	Payment	20 Year Amortization		15 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2019	57,817,200	3,988,738	57,817,200	4,321,203	57,817,200	5,257,371
6/30/2020	57,878,148	4,312,742	57,533,842	4,445,437	56,564,331	5,408,520
6/30/2021	57,607,972	4,650,007	57,101,280	4,573,243	55,064,096	5,564,015
6/30/2022	56,968,929	4,900,055	56,505,000	4,704,724	53,294,062	5,723,981
6/30/2023	56,024,601	4,999,003	55,729,326	4,839,985	51,230,037	5,888,545
6/30/2024	54,909,340	5,142,723	54,757,337	4,979,135	48,845,944	6,057,841
6/30/2025	53,564,383	5,178,956	53,570,774	5,122,285	46,113,680	6,232,004
6/30/2026	52,084,392	5,377,129	52,149,936	5,269,550	43,002,961	6,411,174
6/30/2027	50,291,873	5,531,722	50,473,577	5,421,050	39,481,163	6,595,495
6/30/2028	48,209,296	5,690,758	48,518,787	5,576,905	35,513,149	6,785,115
6/30/2029	45,811,031	5,854,369	46,260,868	5,737,241	31,061,080	6,980,187
6/30/2030	43,069,455	6,022,679	43,673,204	5,902,187	26,084,216	7,180,868
6/30/2031	39,954,809	5,490,433	40,727,113	6,071,875	20,538,702	7,387,318
6/30/2032	37,165,553	5,370,487	37,391,700	6,246,441	14,377,335	7,599,703
6/30/2033	34,298,294	5,197,368	33,633,685	6,426,026	7,549,320	7,818,195
6/30/2034	31,402,445	4,964,756	29,417,233	6,610,775		
6/30/2035	28,537,543	4,676,175	24,703,760	6,800,834		
6/30/2036	25,763,793	4,366,902	19,451,731	6,996,358		
6/30/2037	23,109,238	4,356,065	13,616,443	7,197,504		
6/30/2038	20,273,451	4,340,998	7,149,787	7,404,432		
6/30/2039	17,247,670	4,422,908				
6/30/2040	13,917,694	4,550,065				
6/30/2041	10,214,608	3,613,359				
6/30/2042	7,213,115	3,778,916				
6/30/2043	3,822,560	3,582,223				
6/30/2044	389,889	397,115				
6/30/2045	6,899	7,145				
6/30/2046						
6/30/2047						
6/30/2048						
<b>Totals</b>		<b>120,763,796</b>		<b>114,647,190</b>		<b>96,890,332</b>
<b>Interest Paid</b>		<b>62,946,596</b>		<b>56,829,990</b>		<b>39,073,132</b>
<b>Estimated Savings</b>				<b>6,116,606</b>		<b>23,873,464</b>

\* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017. For Projected Employer Contributions, please see Page 5.

## Amortization Schedule and Alternatives

Date	<u>Current Amortization Schedule</u>		<u>Alternate Schedules</u>			
	Balance	Payment	15 Year Amortization		10 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2019	53,934,997	3,710,812	53,934,997	4,904,358	53,934,997	6,688,981
6/30/2020	54,002,309	4,111,795	52,766,254	5,045,359	50,918,070	6,881,290
6/30/2021	53,659,237	4,536,280	51,366,754	5,190,413	47,483,258	7,079,127
6/30/2022	52,851,689	4,864,178	49,715,570	5,339,637	43,594,539	7,282,652
6/30/2023	51,646,017	5,015,655	47,790,137	5,493,152	39,213,114	7,492,028
6/30/2024	50,196,061	5,159,855	45,566,127	5,651,080	34,297,203	7,707,424
6/30/2025	48,491,649	5,308,201	43,017,324	5,813,548	28,801,821	7,929,012
6/30/2026	46,510,037	5,460,812	40,115,478	5,980,688	22,678,543	8,156,971
6/30/2027	44,226,712	5,617,810	36,830,155	6,152,633	15,875,249	8,391,484
6/30/2028	41,615,256	5,779,322	33,128,578	6,329,521	8,335,852	8,632,739
6/30/2029	38,647,205	5,945,478	28,975,448	6,511,495		
6/30/2030	35,291,897	6,116,410	24,332,762	6,698,700		
6/30/2031	31,516,309	6,292,257	19,159,607	6,891,288		
6/30/2032	27,284,881	5,119,433	13,411,953	7,089,412		
6/30/2033	23,961,270	5,014,797	7,042,412	7,293,233		
6/30/2034	20,505,060	4,809,136				
6/30/2035	17,011,260	4,467,916				
6/30/2036	13,617,532	4,103,100				
6/30/2037	10,355,568	2,117,677				
6/30/2038	8,913,247	1,946,682				
6/30/2039	7,543,442	1,868,703				
6/30/2040	6,155,084	1,922,428				
6/30/2041	4,610,431	1,547,480				
6/30/2042	3,342,092	1,480,753				
6/30/2043	2,050,902	1,195,653				
6/30/2044	961,356	666,136				
6/30/2045	341,194	242,261				
6/30/2046	115,041	119,138				
6/30/2047						
6/30/2048						
<b>Totals</b>		<b>104,540,156</b>		<b>90,384,517</b>		<b>76,241,708</b>
<b>Interest Paid</b>		<b>50,605,159</b>		<b>36,449,520</b>		<b>22,306,711</b>
<b>Estimated Savings</b>				<b>14,155,639</b>		<b>28,298,448</b>

\* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017. For Projected Employer Contributions, please see page 5.

## Amortization Schedule and Alternatives

Date	<u>Current Amortization Schedule</u>		<u>Alternate Schedules</u>			
	Balance	Payment	10 Year Amortization		5 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2019	53,245	1,468	53,245	6,603	53,245	11,966
6/30/2020	55,585	3,020	50,267	6,793	44,714	12,310
6/30/2021	56,487	4,661	46,876	6,989	35,208	12,663
6/30/2022	55,756	6,393	43,037	7,190	24,646	13,028
6/30/2023	53,177	8,221	38,712	7,396	12,941	13,402
6/30/2024	48,518	8,458	33,859	7,609		
6/30/2025	43,277	8,701	28,434	7,828		
6/30/2026	37,403	8,951	22,389	8,053		
6/30/2027	30,845	9,208	15,672	8,284		
6/30/2028	23,545	9,473	8,229	8,522		
6/30/2029	15,442	9,745				
6/30/2030	6,469	6,699				
6/30/2031						
6/30/2032						
6/30/2033						
6/30/2034						
6/30/2035						
6/30/2036						
6/30/2037						
6/30/2038						
6/30/2039						
6/30/2040						
6/30/2041						
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
<b>Totals</b>		<b>85,000</b>		<b>75,267</b>		<b>63,368</b>
<b>Interest Paid</b>		<b>31,754</b>		<b>22,022</b>		<b>10,123</b>
<b>Estimated Savings</b>				<b>9,733</b>		<b>21,632</b>

\* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017. For Projected Employer Contributions, please see page 5.

## Amortization Schedule and Alternatives

Date	<u>Current Amortization Schedule</u>		<u>Alternate Schedules</u>			
	Balance	Payment	15 Year Amortization		10 Year Amortization	
			Balance	Payment	Balance	Payment
6/30/2019	56,983	1,259	56,983	5,182	56,983	7,067
6/30/2020	59,811	2,590	55,748	5,330	53,796	7,270
6/30/2021	61,465	3,996	54,270	5,484	50,167	7,479
6/30/2022	61,782	5,482	52,525	5,641	46,058	7,694
6/30/2023	60,584	7,049	50,491	5,804	41,429	7,915
6/30/2024	57,676	7,252	48,141	5,970	36,235	8,143
6/30/2025	54,348	7,460	45,448	6,142	30,429	8,377
6/30/2026	50,562	7,675	42,382	6,319	23,960	8,618
6/30/2027	46,279	7,896	38,911	6,500	16,772	8,866
6/30/2028	41,458	8,123	35,001	6,687	8,807	9,121
6/30/2029	36,052	8,356	30,613	6,879		
6/30/2030	30,012	8,596	25,708	7,077		
6/30/2031	23,285	8,843	20,242	7,281		
6/30/2032	15,815	9,098	14,170	7,490		
6/30/2033	7,540	7,808	7,440	7,705		
6/30/2034						
6/30/2035						
6/30/2036						
6/30/2037						
6/30/2038						
6/30/2039						
6/30/2040						
6/30/2041						
6/30/2042						
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
<b>Totals</b>		<b>101,483</b>		<b>95,492</b>		<b>80,550</b>
<b>Interest Paid</b>		<b>44,500</b>		<b>38,509</b>		<b>23,567</b>
<b>Estimated Savings</b>				<b>5,991</b>		<b>20,933</b>

\* This schedule does not reflect the impact of adopted discount rate changes that will become effective beyond June 30, 2017. For Projected Employer Contributions, please see page 5.

## Plan's Funded Status

	<b>June 30, 2016</b>	<b>June 30, 2017</b>
1. Present Value of Projected Benefits	\$ 183,670,013	\$ 194,139,089
2. Entry Age Normal Accrued Liability	164,087,966	171,801,531
3. Market Value of Assets (MVA)	\$ 106,776,159	\$ 115,939,262
4. Unfunded Accrued Liability (UAL) [(2) – (3)]	\$ 57,311,807	\$ 55,862,269
5. Funded Ratio [(3) / (2)]	65.1%	67.5%

This measure of funded status is an assessment of the need for future employer contributions based on the selected actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. For a measure of funded status that is appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

## Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. Projected results reflect the adopted changes to the discount rate described in Appendix A, "Actuarial Methods and Assumptions." The projections also assume that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. The projected normal cost percentages in the projections below do not reflect that the normal cost will decline over time as new employees are hired into PEPRA or other lower cost benefit tiers.

Fiscal Year	Required Contribution	Projected Future Employer Contributions (Assumes 7.25% Return for Fiscal Year 2017-18)				
		2019-20	2020-21	2021-22	2022-23	2023-24
<b>Normal Cost %</b>	12.068%	12.7%	12.7%	12.7%	12.7%	12.7%
<b>UAL Payment</b>	3,988,738	4,308,000	4,697,000	5,002,000	5,163,000	5,370,000
<i>Total as a % of Payroll*</i>	<i>37.4%</i>	<i>39.4%</i>	<i>41.0%</i>	<i>42.1%</i>	<i>42.2%</i>	<i>42.6%</i>
<i>Projected Payroll</i>	<i>15,725,054</i>	<i>16,118,252</i>	<i>16,561,504</i>	<i>17,016,945</i>	<i>17,484,911</i>	<i>17,965,746</i>

\*Illustrative only and based on the projected payroll shown.

Changes in the UAL due to actuarial gains or losses as well as changes in actuarial assumptions or methods are amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A. This method phases in the impact of changes in UAL over a 5-year period and attempts to minimize employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years where there is a large increase in UAL the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

Due to the adopted change in the discount rate for the next valuation in combination with the 5-year phase-in ramp, the increases in the required contributions are expected to continue for six years from Fiscal Year 2019-20 through Fiscal Year 2024-25.

For projected contributions under alternate investment return scenarios, please see the "Analysis of Future Investment Return Scenarios" in the "Risk Analysis" section.

## Plan's Funded Status

	<b>June 30, 2016</b>		<b>June 30, 2017</b>	
1. Present Value of Projected Benefits (PVB)	\$	185,985,623	\$	196,980,363
2. Entry Age Normal Accrued Liability (AL)		165,605,766		176,386,493
3. Plan's Market Value of Assets (MVA)		114,466,059		124,496,514
4. Unfunded Accrued Liability (UAL) [(2) - (3)]		51,139,707		51,889,979
5. Funded Ratio [(3) / (2)]		69.1%		70.6%

This measure of funded status is an assessment of the need for future employer contributions based on the selected actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. For a measure of funded status that is appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

## Projected Employer Contributions

The table below shows projected employer contributions (before cost sharing) for the next six fiscal years. Projected results reflect the adopted changes to the discount rate described in Appendix A, "Statement of Actuarial Data, Methods and Assumptions" of the Section 2 report. The projections also assume that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period.

<b>Fiscal Year</b>	<b>Required Contribution</b>	<b>Projected Future Employer Contributions (Assumes 7.25% Return for Fiscal Year 2017-18)</b>				
	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
<b>Normal Cost %</b>	23.654%	25.1%	25.1%	25.1%	25.1%	25.1%
<b>UAL Payment</b>	\$3,710,812	\$4,167,000	\$4,698,000	\$5,139,000	\$5,414,000	\$5,688,000

Changes in the UAL due to actuarial gains or losses as well as changes in actuarial assumptions or methods are amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A of Section 2. This method phases in the impact of unanticipated changes in UAL over a 5-year period and attempts to minimize employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years where there is a large increase in UAL the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

Due to the adopted changes in the discount rate for next year's valuation in combination with the 5-year phase-in ramp, the increases in the required contributions are expected to continue for six years from Fiscal Year 2019-20 through Fiscal Year 2024-25.

For projected contributions under alternate investment return scenarios, please see the "Analysis of Future Investment Return Scenarios" in the "Risk Analysis" section.

## Plan's Funded Status

	<b>June 30, 2016</b>		<b>June 30, 2017</b>	
1. Present Value of Projected Benefits (PVB)	\$	10,569,251	\$	15,005,568
2. Entry Age Normal Accrued Liability (AL)		1,464,384		2,528,996
3. Plan's Market Value of Assets (MVA)		1,378,487		2,451,677
4. Unfunded Accrued Liability (UAL) [(2) - (3)]		85,897		77,319
5. Funded Ratio [(3) / (2)]		94.1%		96.9%

This measure of funded status is an assessment of the need for future employer contributions based on the selected actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. For a measure of funded status that is appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

## Projected Employer Contributions

The table below shows projected employer contributions (before cost sharing) for the next six fiscal years. Projected results reflect the adopted changes to the discount rate described in Appendix A, "Statement of Actuarial Data, Methods and Assumptions" of the Section 2 report. The projections also assume that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period.

Fiscal Year	<b>Projected Future Employer Contributions (Assumes 7.25% Return for Fiscal Year 2017-18)</b>						
	<b>Required Contribution</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
<b>Normal Cost %</b>	22.434%	23.8%	23.8%	23.8%	23.8%	23.8%	23.8%
<b>UAL Payment</b>	\$1,468	\$6,200	\$11,000	\$16,000	\$22,000	\$26,000	\$26,000

Changes in the UAL due to actuarial gains or losses as well as changes in actuarial assumptions or methods are amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A of Section 2. This method phases in the impact of unanticipated changes in UAL over a 5-year period and attempts to minimize employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years where there is a large increase in UAL the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

Due to the adopted changes in the discount rate for next year's valuation in combination with the 5-year phase-in ramp, the increases in the required contributions are expected to continue for six years from Fiscal Year 2019-20 through Fiscal Year 2024-25.

For projected contributions under alternate investment return scenarios, please see the "Analysis of Future Investment Return Scenarios" in the "Risk Analysis" section.

## Plan's Funded Status

	<b>June 30, 2016</b>	<b>June 30, 2017</b>
1. Present Value of Projected Benefits (PVB)	\$ 6,564,506	\$ 8,963,938
2. Entry Age Normal Accrued Liability (AL)	504,972	1,027,486
3. Plan's Market Value of Assets (MVA)	457,518	975,495
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	47,454	51,991
5. Funded Ratio [(3) / (2)]	90.6%	94.9%

This measure of funded status is an assessment of the need for future employer contributions based on the selected actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. For a measure of funded status that is appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

## Projected Employer Contributions

The table below shows projected employer contributions (before cost sharing) for the next six fiscal years. Projected results reflect the adopted changes to the discount rate described in Appendix A, "Statement of Actuarial Data, Methods and Assumptions" of the Section 2 report. The projections also assume that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period.

Fiscal Year	Projected Future Employer Contributions (Assumes 7.25% Return for Fiscal Year 2017-18)					
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
<b>Normal Cost %</b>	13.786%	13.9%	13.9%	13.9%	13.9%	13.9%
<b>UAL Payment</b>	\$1,259	\$4,500	\$7,900	\$11,000	\$15,000	\$18,000

Changes in the UAL due to actuarial gains or losses as well as changes in actuarial assumptions or methods are amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A of Section 2. This method phases in the impact of unanticipated changes in UAL over a 5-year period and attempts to minimize employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years where there is a large increase in UAL the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

Due to the adopted changes in the discount rate for next year's valuation in combination with the 5-year phase-in ramp, the increases in the required contributions are expected to continue for six years from Fiscal Year 2019-20 through Fiscal Year 2024-25.

For projected contributions under alternate investment return scenarios, please see the "Analysis of Future Investment Return Scenarios" in the "Risk Analysis" section.





**RECOGNIZING EXTRAORDINARY DEDICATION OF  
BARBARA SOBALVARRO, PRESIDENT - FRIENDS OF ANIMAL SERVICES  
AND HONORING HER FOR 40 YEARS OF OUTSTANDING SERVICE**

*WHEREAS, Barbara Sobalvarro was instrumental in the creation and passage of Measure A in 1978 creating a local Animal Control Program in Antioch; and*

*WHEREAS, Barbara founded Friends of Animal Services (FOAS) in 1979 to ensure the citizens and animals of Antioch have a truly humane, high quality animal shelter that focuses on a "Life Ethic" promoting the placement of the shelter animals into caring and capable homes, thus ending the practice of "elective euthanasia"; and*

*WHEREAS, FOAS has worked tirelessly to secure outside funding specifically for the shelter animals of Antioch through tax-deductible donations from the public, and as one of four recipients of the Shirley Perry Foundation Charitable Trust; and*

*WHEREAS, FOAS continually promotes public awareness for the Antioch Animal Shelter, the value of animal life and the importance of spay and neuter through monthly advertisements in the newspaper, via social media, and at community events; and*

*WHEREAS, FOAS celebrates animal life and their commitment to reverence for life by hosting monthly hospitality days to welcome the public at the Antioch Animal Shelter in order to increase shelter pet adoptions; and*

*WHEREAS, FOAS sponsors adoption fees at various times throughout the year to relieve overcrowding in the shelter, prevent euthanasia, and to assist new adoptive owners with the expense of adding a new pet into the home; and*

*WHEREAS, FOAS, in an effort to improve the likelihood for adoption, funds specialized and emergency veterinary care, supplies and equipment that would otherwise be impossible for our shelter animals due to budgetary constraints; and*

*WHEREAS, FOAS believes in working together to create a better world for our precious animal friends; one in which they are treasured with tenderness and compassion. As Barbara would say, "Seldom does a heart feel better than when you save the life of one of our animal friends."*

**NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch,  
do hereby congratulate Barbara Sobalvarro and the Friends of Animal Services on the occasion of 40  
years of outstanding service to the citizens and animals of Antioch.**

**FEBRUARY 5, 2019**

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**SEAN WRIGHT, Mayor**



# City of Antioch

## Portfolio Review

Izac Chyou, Senior Managing Consultant

February 5, 2019

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PFM Asset  
Management LLC

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50 California St.  
Suite 2300  
San Francisco, CA 94111

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415.982.5544  
[pfm.com](http://pfm.com)

**PRESENTATION**  
**02-05-19**



## Current Market Themes

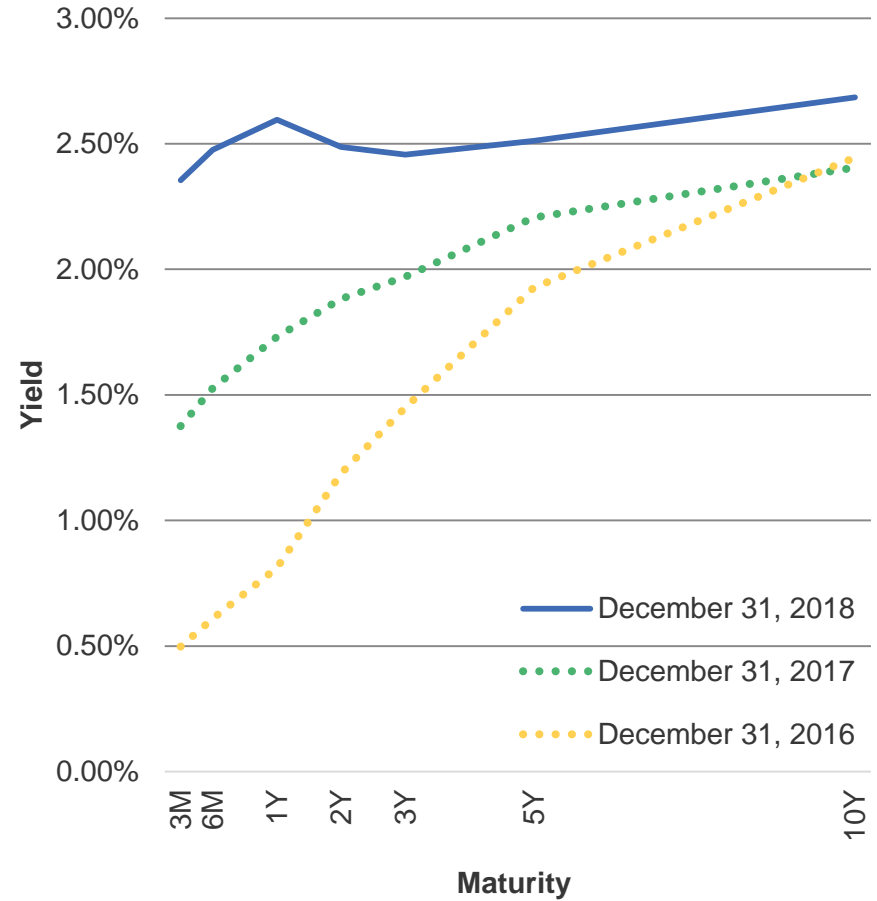
- ◆ In general, economic fundamentals in the U.S.
- ◆ Return of volatility to equity markets
- ◆ A flight to quality-Yields reversed course and declined in Q4.
- ◆ Yield curve inverted in some areas along the curve.
- ◆ Geopolitical risks remain





## U.S. Treasury Yield Curve

	<b>4Q2018</b> 12/31/18	<b>4Q2017</b> 12/31/17	<b>4Q2016</b> 12/31/16
<b>3-month</b>	<b>2.35%</b>	1.38%	0.50%
<b>6-month</b>	<b>2.48%</b>	1.53%	0.61%
<b>1-year</b>	<b>2.60%</b>	1.73%	0.81%
<b>2-year</b>	<b>2.49%</b>	1.88%	1.19%
<b>3-year</b>	<b>2.46%</b>	1.97%	1.45%
<b>5-year</b>	<b>2.51%</b>	2.21%	1.93%
<b>10-year</b>	<b>2.68%</b>	2.41%	2.44%



Source: Bloomberg, as of 12/31/2018.



## Portfolio Recap

- Invested in high-quality assets, with a bias to US Treasuries
- Selectively added short-term credit exposure
- Maintained portfolio duration shorter relative to its benchmark
- Maintained a diversified portfolio in compliance with the investment policy and with CA Government Code
- Maintained a diversified portfolio
- Maintained compliance with City's investment policy

## Key Investment Strategies

- ✓ Downside risk management
  - Invest in high-quality assets
  - Manage interest rate risk



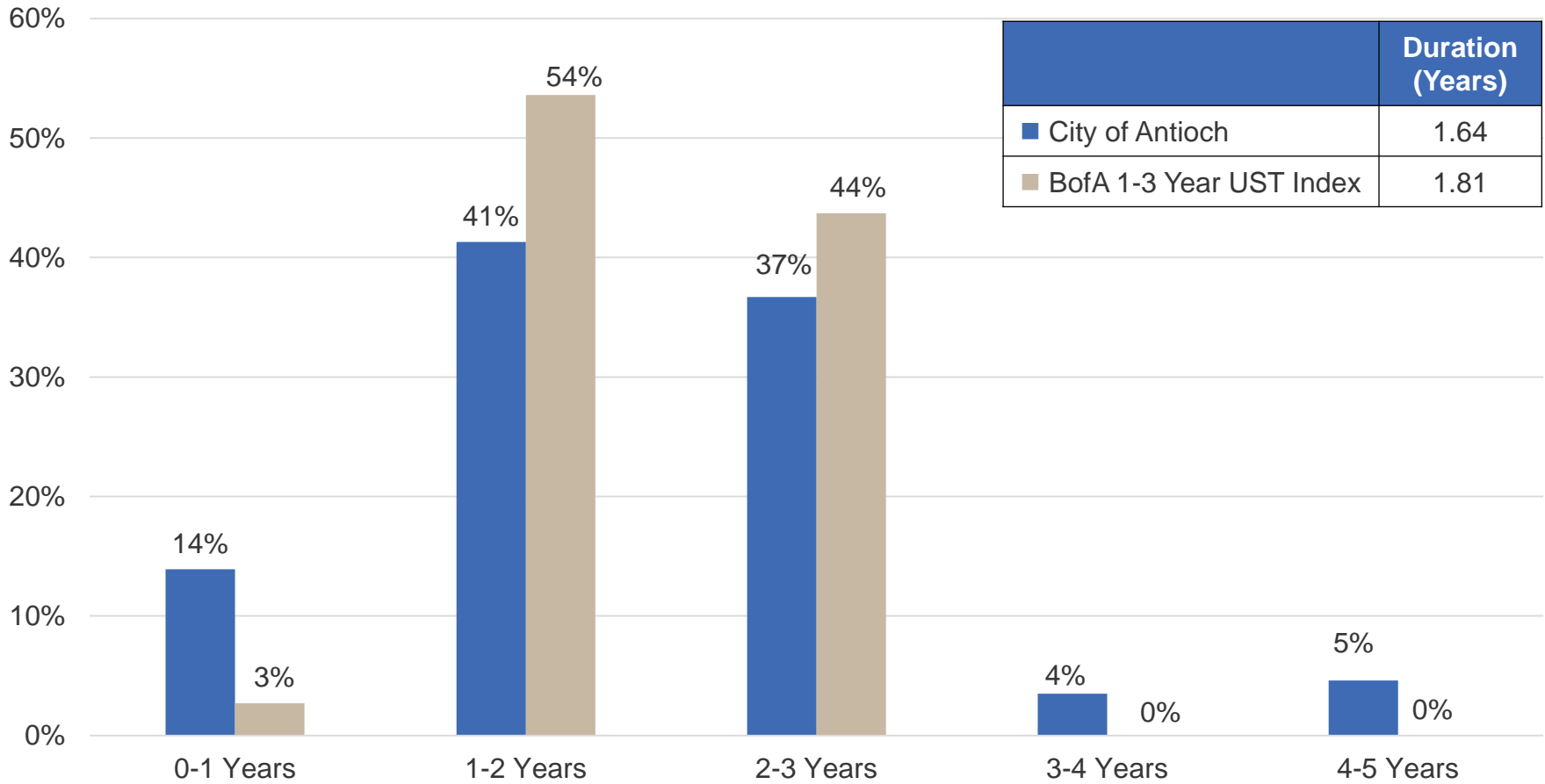
## Portfolio Composition

Security Type	Market Value	% of Portfolio	Permitted by Policy	In Compliance
U.S. Treasury	\$28,304,719	33.4%	100%	✓
Federal Agency	\$6,152,278	7.3%	100%	✓
Federal Agency CMOs	\$866,066	1.0%	20%	✓
California Municipal Obligations	\$1,630,639	1.9%	100%	✓
Supranationals	\$4,779,897	5.6%	30%	✓
Negotiable CDs	\$11,859,627	14.0%	30%	✓
Corporate Notes	\$17,108,906	20.2%	30%	✓
Asset-Backed Securities	\$7,676,464	9.1%	20%	✓
<b>Securities Sub-Total</b>	<b>\$78,378,595</b>	<b>92.4%</b>		
Accrued Interest	\$375,647			
<b>Securities Total</b>	<b>\$78,754,242</b>			
LAIF	\$6,417,943	7.6%	\$65 million	✓
<b>Total Investments</b>	<b>\$85,172,185</b>	<b>100.0%</b>		

City of Antioch Portfolio as of December 31, 2018



## Portfolio Maturity Distribution

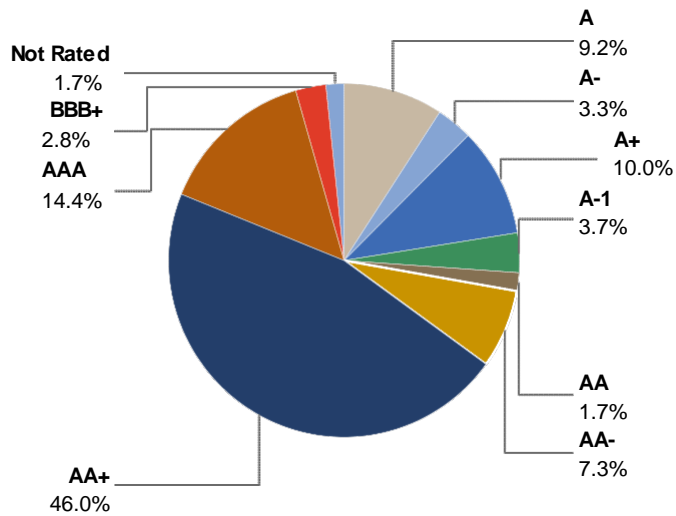


Source: Bloomberg, as of 12/31/2018. Excludes holdings in LAIF.



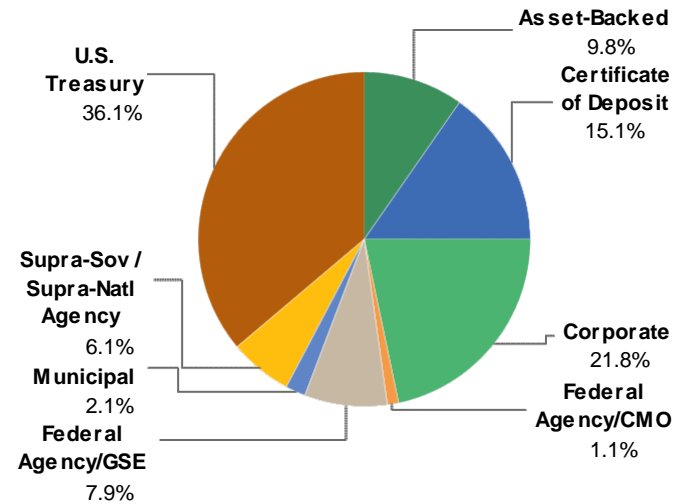
# Portfolio Characteristics

### Credit Quality<sup>1</sup>



**Average Credit: AA<sup>2</sup>**

### Sector Allocation



**Average Yield-at-Cost: 2.31%**  
**Average Yield-at-Market: 2.73%**

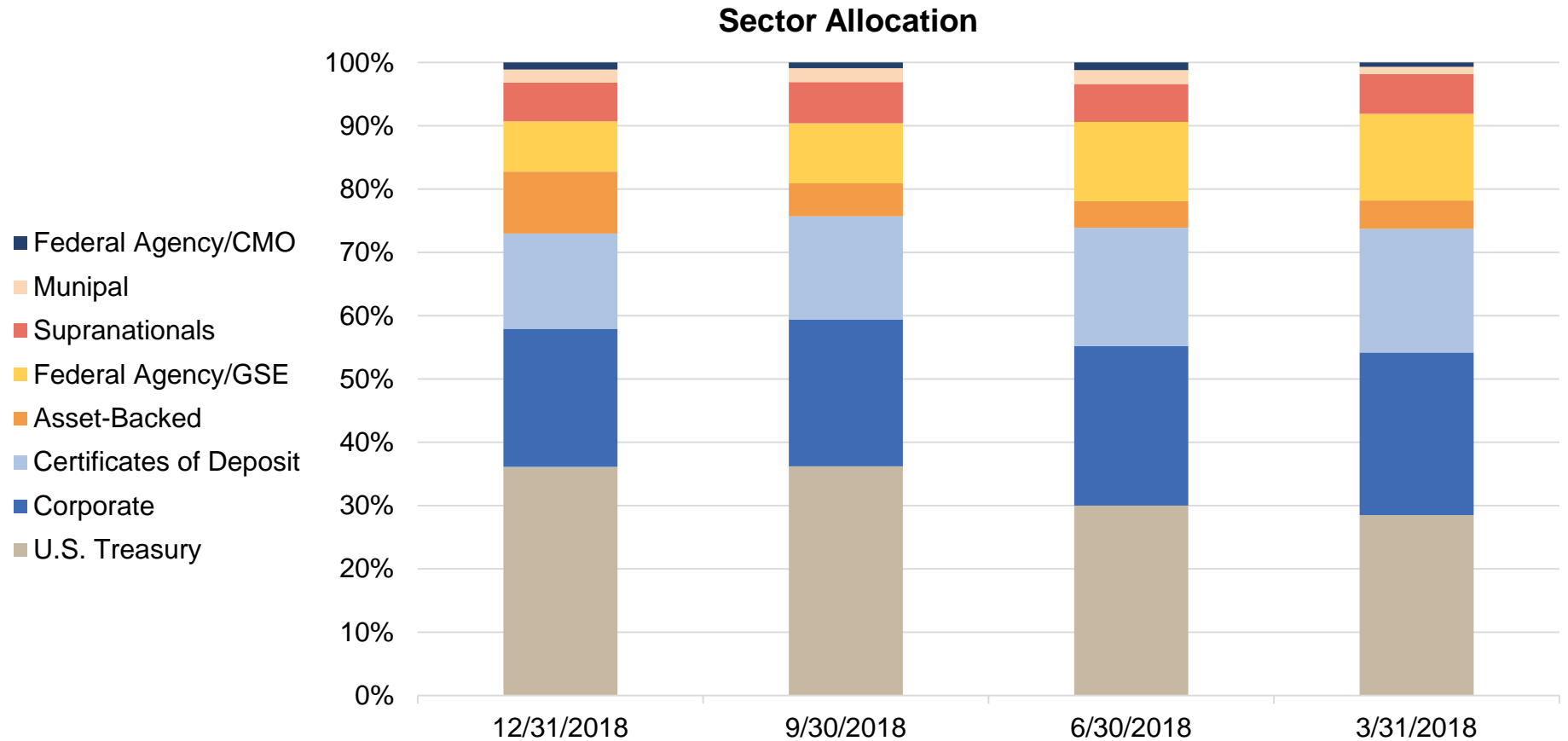
Percentages may not sum to 100% due to rounding.

1. Ratings are based on Standard & Poor's, if provided. If Standard & Poor's ratings are not provided, ratings by Moody's and/or Fitch are used.  
 2. An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.





## Adding Value through Sector Allocation

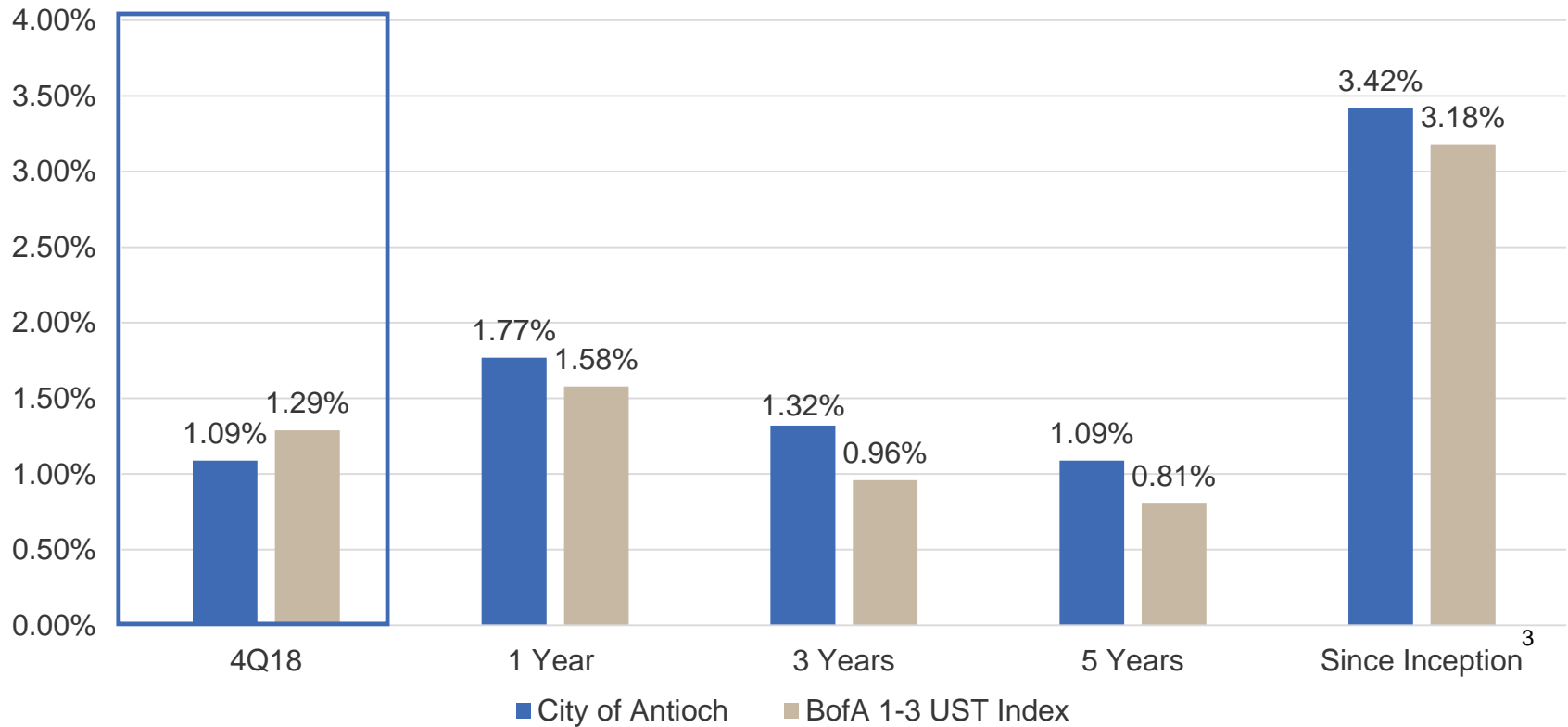


*Percents exclude accrued interest as of trade date. Portfolio holdings as of 12/31/2018.*



## Portfolio Outperforms

Annualized Returns<sup>1,2</sup>  
As of December 31, 2018



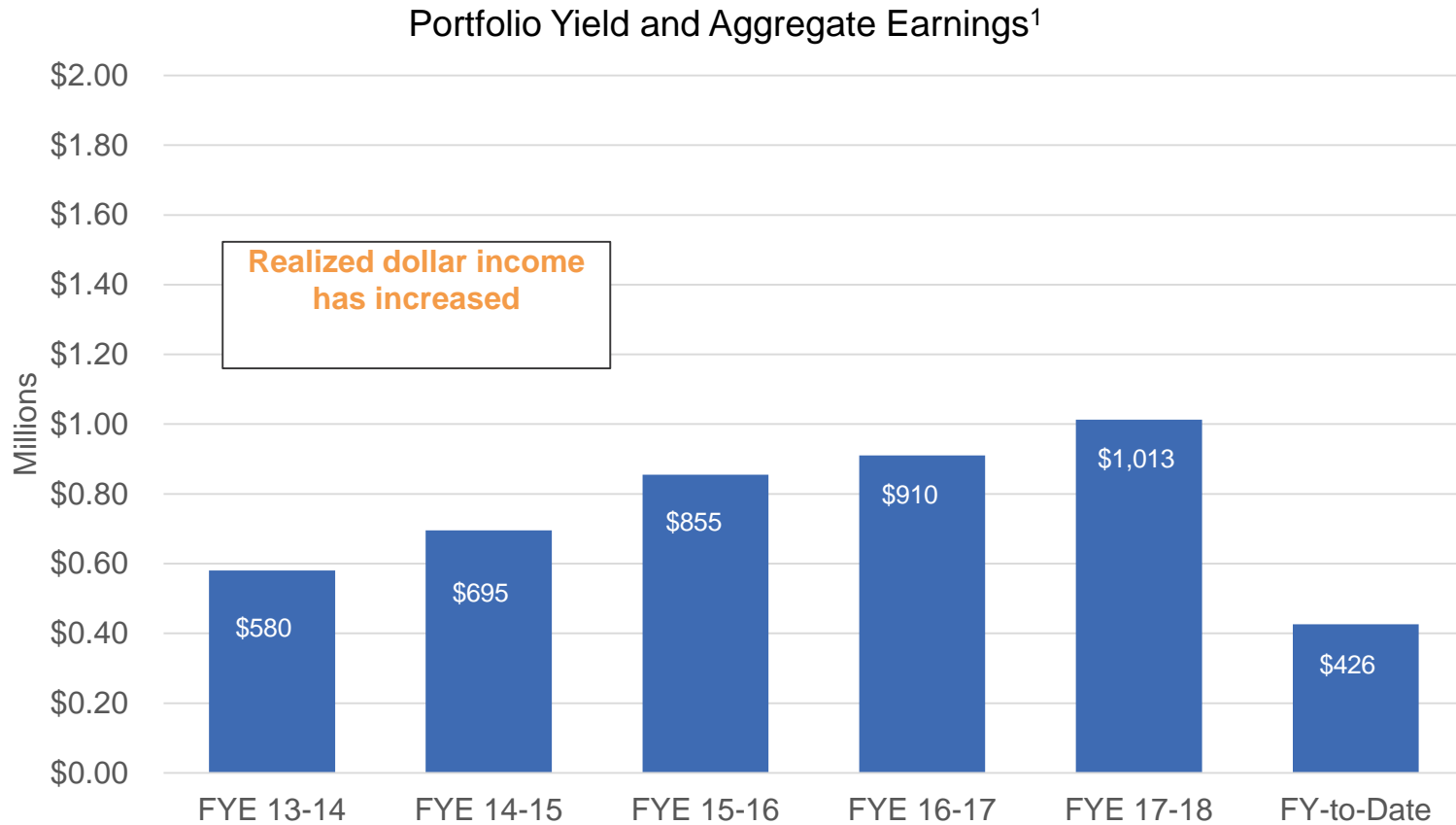
1. Source: Bloomberg, as of 12/31/2018

2. Performance on trade-date basis. Excludes holdings in LAIF.

3. Portfolio inception date as of 6/30/1995



## Portfolio Income Earnings



1. Aggregate fiscal year income on an accrual (amortized cost) basis. Yield to maturity at cost.



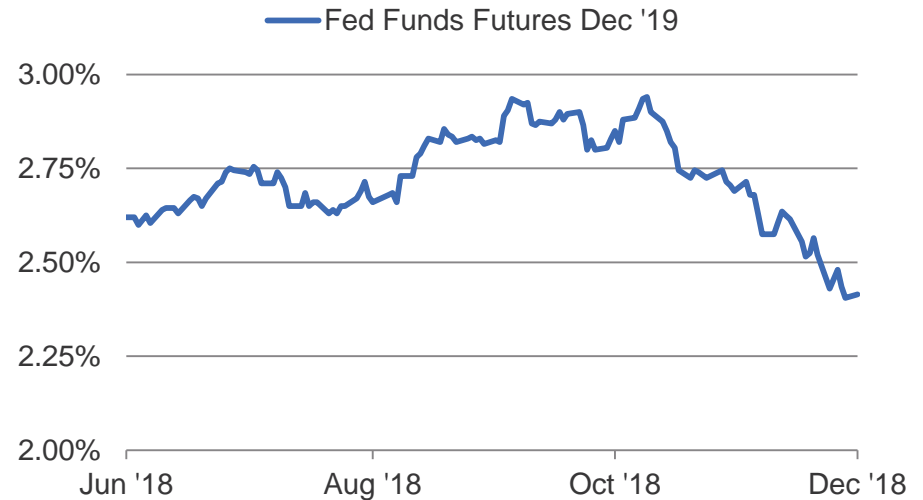
## 2019 Outlook and Strategy

- ◆ Economic fundamentals in the U.S. remain positive. However, we are starting to see weaker signals.
- ◆ Fed's path to raising rates has softened moving forward
- ◆ Neutral duration positioning
- ◆ Preserve broad diversification and maintain high credit quality
- ◆ Potential to higher quality corporate issuers

Fed Projections

Indicator	2018		2019		Longer run	
	Sept.	Dec.	Sept.	Dec.	Sept.	Dec.
Real GDP (YoY)	3.1%	<b>3.0%</b>	2.5%	<b>2.3%</b>	1.8%	<b>1.9%</b>
Unemployment Rate	3.7%	3.7%	3.5%	3.5%	4.5%	<b>4.4%</b>
PCE Inflation (YoY)	2.1%	<b>1.9%</b>	2.0%	<b>1.9%</b>	2.0%	2.0%

Market Implied Expectations Drop for Fed Funds Rate at Year-End 2019



Source: Federal Reserve, Bloomberg as of 12/31/2018.



## Disclosures

This material is based on information obtained from sources generally believed to be reliable and available to the public, however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some but not all of which are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

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

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

**January 8, 2019  
Council Chambers**

**6:00 P.M. - CLOSED SESSION**

- 1. CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation Pursuant to California Government Code §54956.9(d)(1): Zeka One Ranch, LLC et al. v City of Antioch et al., Contra Costa Superior Court Case Nos. N18-2228, N18-2229, N18-2231 and N18-2232.

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL**, direction given to City Attorney.

**SPECIAL MEETING/CLOSED SESSION ON DECEMBER 13, 2018** – Interim City Attorney Cole reported out that direction was given to the Negotiators.

**SPECIAL MEETING/CLOSED SESSION ON DECEMBER 27, 2018** – Interim City Attorney Cole reported out that direction was given to the Negotiators. He explained that the agenda specified the location was the third floor conference room; however, the meeting was held at Smith's Landing Restaurant. Secondly, the meeting concluded at Smith's Landing Restaurant and they did not come back to Council Chambers to formally close out Closed Session. He commented that reporting out this evening constituted substantial compliance with the Brown Act; however, it was not technical literal compliance so going forward, he recommended Closed Session convene back to Council Chambers to close out the meeting.

Mayor Wright called the meeting to order at 7:02 P.M., and wished everyone a Happy New Year. City Clerk Simonsen called the roll.

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

**PLEDGE OF ALLEGIANCE**

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

**PROCLAMATION**

*Human Trafficking Awareness Month, January 2019*

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

Mayor Wright and Councilmember Wilson presented the *Human Trafficking Awareness Month* proclamation to Lucia Ray, Anti-Human Trafficking Program Manager with Community Violence

Solutions, who thanked the City Council for the recognition and discussed the services they provided.

Councilmember Wilson thanked Council for the proclamation and Ms. Ray for being present this evening to accept the proclamation. She announced a *Day of Action for Human Trafficking* would be held at 2:00 P.M. on January 9, 2019, in the Antioch Police Department community room.

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

Director of Parks and Recreation Kaiser stated the Winter/Spring Recreation Guide had been mailed out and classes would begin this week. She announced that in honor of the Martin Luther King Jr. holiday, the following volunteer opportunities were available from 9:00 A.M. – 12:00 P.M. on January 21, 2019:

- Graffiti Removal and Mural Preparation at Sunset Drive and “A” Street (register in advance)
- Dead Tree Removal and Landscape Improvements at the Nick Rodriguez Community Center (register in advance)
- Litter Pick Up at the Antioch Water Park (no registration required)

Lee Ballesteros, Antioch resident, wished everyone a Happy New Year and announced the Drama Factory would be holding auditions for Peter Pan at 7:00 P.M. on January 14 and 15, 2019, at the Nick Rodriguez Community Center. She reported that a Drama Factory radio drama, *The Tell Tale Heart*, aired in the summer and was archived at KPFA.org and available on the Drama Factory YouTube channel.

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

City Clerk Simonsen announced the following Board and Commission openings:

- Board of Administrative Appeals: One (1) vacancy; deadline date is January 25, 2019
- Police Crime Prevention Commission: One (1) vacancy; deadline date is January 25, 2019

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

### **PUBLIC COMMENTS**

Stephanie Lopez, Antioch resident, wished everyone a Happy New Year. She discussed the need for additional Police Officers in Antioch to address criminal activity and assist the mentally ill. She recognized her mom for assisting her with her personal mental health issues.

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## COUNCIL SUBCOMMITTEE REPORTS

Councilmember Thorpe announced that he was selected the 2019 UnTapped Water Policy Academy Fellow by Water Education for Latino Leaders (WELL).

Mayor Wright and Councilmember Ogorchock congratulated Councilmember Thorpe on his appointment.

## MAYOR'S COMMENTS

Mayor Wright wished everyone a Happy New Year and reported that he had taught Junior Achievement to second graders at Mission Elementary School this morning.

2. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
  - A. **APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 27, 2018**
  - B. **APPROVAL OF COUNCIL MINUTES FOR DECEMBER 11, 2018**
  - C. **APPROVAL OF SPECIAL MEETING/CLOSED SESSION MINUTES FOR DECEMBER 13, 2018**
  - D. **APPROVAL OF SPECIAL MEETING/CLOSED SESSION MINUTES FOR DECEMBER 27, 2018**
  - E. **APPROVAL OF COUNCIL WARRANTS**
  - F. **ORDINANCE NO. 2159-C-S SECOND READING – ADOPT THE ORDINANCE AMENDING THE ANTIOCH MUNICIPAL CODE SECTION 1-5.06 TO CHANGE THE CITATION AMOUNTS FOR VIOLATIONS AT COMMERCIAL PROPERTIES PURSUANT TO ASSEMBLY BILL (AB) 2598 (*Introduced on 12/11/18*)**
  - G. **RESOLUTION NO. 2019/01 AUTHORIZATION TO AMEND CONSULTANT CONTRACT WITH LAND USE PLANNING SERVICE, INC. TO MARCH 31, 2019 AND INCREASE THE NOT TO EXCEED AMOUNT BY \$39,000 FOR A TOTAL OF \$116,250**
  - H. **RESOLUTION NO. 2019/02 IMPLEMENTATION OF SALES TAX ORDINANCE (MEASURE W)**
  - I. **RESOLUTION NO. 2019/03 AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX**



- J. **RESOLUTION NO. 2019/04 ANNEXING ASSESSOR'S PARCEL NUMBER 052-140-002 (WILDFLOWER STATION) INTO CFD NO. 2018-02 (POLICE PROTECTION)**
- K. **RESOLUTION NO. 2019/05 APPROVING THE FINAL MAP AND IMPROVEMENT PLANS FOR WILDFLOWER STATION SUBDIVISION 9427 (DENOVA HOMES) AND ANNEXING INTO HILLCREST STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT 1 ZONE 1 (PW 460-4)**
- L. **RESOLUTION NO. 2019/06 CONSIDERATION OF BIDS FOR THE MARINA BOAT LAUNCH FACILITY RESTROOM (P.W. 523-16R)**
- M. **LEAGUE OF CALIFORNIA CITIES:**
- **POLICY COMMITTEE MEETINGS**
  - **MAYORS AND COUNCIL MEMBERS EXECUTIVE FORUM AND ADVANCED LEADERSHIP WORKSHOPS**
  - **ANNUAL CONFERENCE**
- N. **LEAGUE OF CALIFORNIA CITIES:**
- **POLICY COMMITTEE MEETINGS,**
  - **LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**
- CITY CLERKS ASSOCIATION OF CALIFORNIA (CCAC):**
- **CCAC ANNUAL CONFERENCE**
  - **CCAC ADVANCED ACADEMY,**
  - **CCAC ANNUAL MEETING AND CITY CLERKS WORKSHOP**

**City Council Members Acting as Housing Successor to the Antioch Development Agency**

- O. **SA RESOLUTION NO. 2019/30 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (19-20) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

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

**Item A** – Councilmember Motts pulled Consent Calendar Item A to abstain from the vote on the Minutes since she was not on Council when the meeting was held.

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council approved Item A. The motion carried the following vote:

*Ayes: Wilson, Thorpe, Ogorchock, Wright*

*Abstain: Motts*

**Item G** – Director of Community Development Ebbs presented the staff report dated January 8, 2019 recommending the City Council adopt the resolution.

Following discussion, Councilmember Thorpe requested that staff keep him informed of the public engagement process.

In response to Councilmember Motts, Director of Community Development Ebbs explained that there had not yet been a commitment to renew the grants so this project would be halted until there was sufficient money to complete the process.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously approved Item G.

## **PUBLIC HEARING**

### **3. PROPOSED FINANCING VILLA MEDANOS APARTMENTS THROUGH THE ISSUANCE OF BONDS BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY (CPFA)**

City Manager Bernal introduced Public Hearing Item #3.

Director of Community Development Ebbs presented the staff report dated January 8, 2019 recommending the City Council adopt the Resolution approving the issuance by the California Public Finance Authority (CalPFA) of multifamily housing revenue bonds in an aggregate principal amount not to exceed \$31,000,000 for the purpose of financing or refinancing the acquisition and rehabilitation of Villa Medanos Apartments and certain other matters relating hereto.

Mayor Wright opened the public hearing.

Caitlin Lanctot, CalPFA, explained that the regulatory agreement restricted the Villa Medanos Apartments to an affordable housing project for at least 55 years.

Mayor Wright closed the public hearing.

In response to Council, Jason Snyder, The Reliant Group, commented that a minimum of 10 percent of the units were required to be handicapped accessible and no disabled residents would be displaced. He noted they were looking at other areas throughout the City for affordable and market rate housing opportunities.

The City Council thanked Mr. Snyder for investing in Antioch.

### **RESOLUTION NO. 2019/07**

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted the Resolution approving the issuance by the California Public

Finance Authority (CalPFA) of multifamily housing revenue bonds in an aggregate principal amount not to exceed \$31,000,000 for the purpose of financing or refinancing the acquisition and rehabilitation of Villa Medanos Apartments and certain other matters relating hereto.

**4.     ARNOLD REZONE (Z-18-08)**

City Manager Bernal introduced Public Hearing Item #4.

Associate Planner Scudero presented the staff report dated January 8, 2019 recommending the City Council introduce the Ordinance for a zoning map amendment for the parcels located at 211 and 215 West 19th Street (APN's 067-264-011, 067-264-002) from Single Family Residential (R-6) to Convenience Commercial (C-1).

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

Councilmember Ogorchock spoke in support of rezoning the parcels.

Councilmember Motts commented that West 19<sup>th</sup> Street was in need of repairs.

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously introduced the Ordinance for a zoning map amendment for the parcels located at 211 and 215 West 19th Street (APN's 067-264-011, 067-264-002) from Single Family Residential (R-6) to Convenience Commercial (C-1).

**5.     ESTABLISHMENT OF FIREARMS RANGE USE FEE**

City Manager Bernal introduced Public Hearing Item #5.

Lieutenant Schnitzius presented the staff report dated January 8, 2019 recommending the City Council adopt a resolution amending the Master Fee Schedule to establish a new Firearms Range Use fee.

Mayor Wright opened the public hearing.

Stephanie Lopez, Antioch resident, spoke in support of staff's recommendation.

Mayor Wright closed the public hearing.

**RESOLUTION NO. 2019/08**

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously adopted a resolution amending the Master Fee Schedule to establish a new Firearms Range Use fee.

**6. RESOLUTION RECOGNIZING THE AMENDMENTS MADE TO THE GENERAL PLAN IN LIGHT OF THE ADOPTION OF “THE RANCH” AND THE “LET ANTIOCH VOTERS DECIDE” INITIATIVES (Continued from 11/27/18)**

City Manager Bernal introduced Public Hearing Item #6.

Interim City Attorney Cole recommended the City Council continue this item to February 5, 2019.

Mayor Wright opened the public hearing.

City Clerk Simonsen announced letters were received from Buchalter dated January 4, 2019 and January 8, 2019, and Manatt, Phelps & Phillips dated January 8, 2019. Copies were made available to Council, staff and to the public.

Mayor Wright closed the public hearing.

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously continued Item 6 to February 5, 2019.

**COUNCIL REGULAR AGENDA**

**7. CONSIDERATION OF ONE-TIME REVENUE POLICY**

City Manager Bernal introduced Regular Agenda Item #7.

Finance Director Merchant presented the staff report dated January 8, 2019 recommending the City Council either: Affirm the current One-Time Revenue Policy; or Adopt a resolution amending the One-Time Revenue Policy.

Mayor Wright spoke in support of continuing to pay off the Police Supplementary Retirement Plan and allocating the remainder of one-time revenue toward unfunded liabilities within the City.

Councilmember Motts agreed and suggested Council discuss funding for post-retirement benefits during the budget process.

Councilmember Thorpe questioned if a policy related to the post-retirement benefits could be incorporated into the budget process.

Finance Director Merchant responded that Council could allocate a certain amount annually targeted towards paying down the City's unfunded liabilities. She provided a breakdown of the unfunded liabilities and explained the City's contribution rates. She explained that the City's contribution from one-time revenues was in addition to the mandated contributions.

Councilmember Ogorchock suggested Council affirm the current One-Time Revenue Policy. She requested Finance Director Merchant provide her with details of the amortization schedule.

Councilmember Wilson agreed with Councilmember Ogorchock and suggested Council discuss the City's unfunded projects, during Budget Study Sessions.

Mayor Wright explained that the next fund was at \$70M and paying that debt would not show an appreciable difference. Additionally, he noted that when the actuarial changed, there would be no benefit. He reported that due to budget constraints, the City had not funded various projects throughout the community which had resulted in one-time revenues becoming available. He stated that he felt they were missing an opportunity to allocate some of those funds to make improvements that would benefit the entire community.

A motion was made by Councilmember Ogorchock, seconded by Councilmember Wilson, to affirm the current One-Time Revenue Policy.

Mayor Wright explained that he was asking for Council to be able to discuss where to allocate one-time revenues.

Following discussion, Councilmember Thorpe stated that he believed a One-Time Revenue Policy for Post Employee Benefits needed to continue; however, it should be part of the budget process.

The vote taken on the previous motion to affirm the current One-Time Revenue Policy, failed by the following vote:

*Ayes: Wilson, Ogorchock*

*Noes: Motts, Thorpe, Wright*

In response to Finance Director Merchant, Interim City Attorney Cole clarified that Council could introduce another motion to adopt the resolution.

A motion was made by Councilmember Thorpe, seconded by Councilmember Motts, to adopt the resolution amending the One-Time Revenue Policy.

In response to Councilmember Ogorchock, Councilmember Thorpe clarified that he supported bringing back a policy for the City's unfunded liabilities, prior to the budget process.

Councilmember Ogorchock stated she would support increasing allocations to pay down the City's unfunded liabilities; however, the resolution did not reflect that direction.

Interim City Attorney Cole stated the motion was a directional item and if approved, staff would bring the policy back for development, prior to the budget.

Following discussion, the maker of the motion and second agreed to the following amended motion.

**RESOLUTION NO. 2019/09**

On motion by Councilmember Thorpe, seconded by Councilmember Motts, the City Council adopted the resolution amending the One-Time Revenue Policy with direction to staff to bring back for future consideration, a Post Employment Benefit Policy for the budget process. The motion carried the following vote:

*Ayes: Wilson, Motts, Thorpe, Wright*

*Noes: Ogorchock*

## **8. CIVIC ENHANCEMENT GRANTS**

City Manager Bernal introduced Regular Agenda Item #8.

Director of Parks and Recreation Kaiser presented the staff report dated January 8, 2019 recommending the City Council adopt a resolution approving the 2018-2019 Civic Enhancement Grants.

In response to Councilmember Ogorchock, Interim City Attorney Cole explained that if Council's position on the committee was volunteer, they would not have a financial interest and therefore would not need to abstain from the vote. He noted as far as perception issues, each Councilmember needed to determine that matter for themselves.

Councilmember Ogorchock reported that her participation with the Delta Veterans Memorial Banners Project and the Rotary Club of the Delta were volunteer positions; however, she would prefer to abstain from a vote on those items.

Mayor Wright explained that Councilmembers serving on these committees were not receiving financial benefits and they were all great projects. He spoke in support of the process of utilizing volunteers on the Parks and Recreation Commission, to recommend funding.

Councilmember Thorpe stated in the future, he would prefer final approval of the Civic Enhancement Grants be a function of the Parks and Recreation Commission.

Director of Parks and Recreation Kaiser assured Council that the Parks and Recreation Commission handled the process in a very professional manner.

Mayor Wright responded that that issue was not before Council this evening and could be brought back to the Council for discussion.

In response to Council, Interim City Attorney Cole reiterated that if a Councilmember's involvement on a committee was not a source of income, they would not need to abstain from voting on the item.

**RESOLUTION NO. 2019/10**

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council adopted the resolution approving Civic Enhancement Grants to Celebrate Antioch for Fiscal Year 2018-2019. The motion carried the following vote:

*Ayes: Wilson, Thorpe, Ogorchock, Wright*

*Abstain: Motts*

**RESOLUTION NO. 2019/11**

On motion by Councilmember Thorpe, seconded by Councilmember Motts, the City Council adopted the resolution approving Civic Enhancement Grants to the Delta Veterans (Update Veterans Memorial Banners) and Rotary Club of the Delta for Fiscal Year 2018-2019. The motion carried the following vote:

*Ayes: Wilson, Motts, Thorpe, Wright*

*Abstain: Ogorchock*

Max Ballesteros thanked the City Council for supporting the Drama Factory.

Councilmember Thorpe questioned if his motion needed to include direction to staff that in the future, the Civic Enhancement Grants be submitted to the Parks and Recreation Commission for final approval.

Interim City Attorney Cole stated that direction to staff was implied.

**RESOLUTION NO. 2019/12**

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted the resolution approving Civic Enhancement Grants to the Antioch Youth Sports Complex, Antioch Historical Society, Delta Blues Festival, Women's Club of Antioch, El Campanil Theatre, Delta Veteran's Softball Tournament of Heroes, The Drama Factory and Antioch Rotary Club for Fiscal Year 2018-2019.

**9. BUILDING INSPECTION SERVICES AUGMENTATION OF \$150,000 FOR ONE BUILDING INSPECTOR I AND CONTRACT SERVICES**

City Manager Bernal introduced Regular Agenda Item #9.

Director of Community Development Ebbs presented the staff report dated January 8, 2019 recommending the City Council adopt a resolution approving a budget amendment in the amount of \$150,000 for both revenues and appropriations to augment Building Inspection Services by adding one Building Inspector I and Contract Services.

In response to Council, Director of Community Development Ebbs explained that approximately 90 percent of the cost of services would be paid back with development fees.

**RESOLUTION NO. 2019/13**

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously adopted a resolution approving a budget amendment in the amount of \$150,000 for both revenues and appropriations to augment Building Inspection Services by adding one Building Inspector I and Contract Services.

**10. RESOLUTION APPROVING PUBLIC WORKS INSPECTION AUGMENTATION OF \$372,000 FOR ONE (1) PUBLIC WORKS INSPECTOR POSITION AND CONTRACT SERVICES**

City Manager Bernal introduced Regular Agenda Item #10.

Director of Public Works/City Engineer Blank presented the staff report dated January 8, 2019 recommending the City Council adopt a resolution approving a budget amendment in the amount of \$372,000 to augment Public Works Inspection Services by adding one Public Works Inspector and Contract Services.

**RESOLUTION NO. 2019/14**

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously adopted a resolution approving a budget amendment in the amount of \$372,000 to augment Public Works Inspection Services by adding one Public Works Inspector and Contract Services.

**11. STANDBY CITY COUNCIL MEMBERS**

City Manager Bernal introduced Regular Agenda Item #11 and presented the staff report dated January 8, 2019 recommending the City Council appoint Standby City Council Members.

City Clerk Simonsen explained that the appointment of Standby City Council Members was in the event of a declared emergency and a Councilmember was not available or incapacitated. He noted they would be contacted in order of appointment until one was found to be available. He further noted that appointed Standby Councilmembers would be required to take an Oath and provide the FPPC Form 700.

Council nominated the following Standby City Council Members:

- Mayor Wright: Clifton Mbanugo, Matthew Hart, Lamont Francoise
- Council Member Ogorchock: Tony Tiscareno, Mary Rocha, Manual Soliz Jr.
- Council Member Thorpe: Mark Jordan, Ellie Householder, Josh Young
- Council Member Wilson: Donald P. Freitas, Jacquelynn M. Bruckman, Jennifer Victor
- Mayor Pro Tem Motts: Kerry Motts, Keith Archuleta, Robin Agopian



City Clerk Simonsen requested Council provide him with contact information for each nominated Standby City Council Members.

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council appointed the following nominated Standby City Council Members:

- Mayor Wright: Clifton Mbanugo, Matthew Hart, Lamont Francoise
- Mayor Pro Tem Motts: Kerry Motts, Keith Archuleta, Robin Agopian
- Council Member Wilson: Donald P. Freitas, Jacquelynn M. Bruckman, Jennifer Victor
- Council Member Thorpe: Mark Jordan, Ellie Householder, Josh Young
- Council Member Ogorchock: Tony Tiscareno, Mary Rocha, Manual Soliz Jr.

**PUBLIC COMMENTS** – None

**STAFF COMMUNICATIONS**

City Manager Bernal announced that due to the President's Day Holiday, the February 12, 2019 City Council meeting was moved to February 5, 2019.

**COUNCIL COMMUNICATIONS** – None

**ADJOURNMENT**

With no further business, Mayor Wright adjourned the meeting at 9:20 P.M. to the next regular Council meeting on January 22, 2019.

Respectfully submitted:

*Kitty Eiden*  
KITTY EIDEN, Minutes Clerk



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*

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

**SUBJECT:** City Council Meeting Minutes of January 22, 2019

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of January 22, 2019 to the next meeting.

### **STRATEGIC PURPOSE**

N/A

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*

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

**SUBJECT:** City Council Special Meeting/Study Session Minutes of February 2, 2019

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Special Meeting/Study Session Minutes of February 2, 2019 to the next meeting.

### **STRATEGIC PURPOSE**

N/A

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.

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**100 General Fund**

**Non Departmental**

379017 ARC ALTERNATIVES	PROFESSIONAL SERVICES	23,000.00
379039 CONTRA COSTA WATER DISTRICT	CCWD FACILITY RESERVE	441,866.00
379040 CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY	89,710.40
379046 DIVISION OF STATE ARCHITECT	SB1186 REMITTANCE	1,041.10
379050 ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	1,063,840.79
379098 PREMIER POOL AND SPA	CBSC FEE REFUND	7.20
379124 VIVINT SOLAR DEVELOPER LLC	CBSC FEE REFUND	10.96
379128 XUNLING NG AND, GIM TIM	SB1186 STATE FEE REFUND	4.00
379224 SOMERSVILLE TOWNE CENTER	SB1186 STATE FEE REFUND	4.00
379230 SUNRUN	CBSC FEE REFUND	9.96

**City Council**

379019 BANK OF AMERICA	CONFERENCE - MOTTS	575.00
379019 BANK OF AMERICA	CONFERENCE - OGORCHOCK	575.00
379019 BANK OF AMERICA	CLOSED SESSION EXPENSE	154.02
379140 BAGEL STREET CAFE	CLOSED SESSION EXPENSE	131.25

**City Attorney**

379055 FEDEX	SHIPMENT	28.34
379063 GOLDFARB AND LIPMAN LLP	LEGAL SERVICES RENDERED	619.50
379220 SHRED IT INC	SHRED SERVICES	64.26
379241 WESTAMERICA BANK	COPIER LEASE	90.26

**City Manager**

379019 BANK OF AMERICA	CONFERENCE - BERNAL	575.00
379019 BANK OF AMERICA	MEETING EXPENSES	133.49
379054 FEDERAL ADVOCATES INC	CONSULTING SERVICES	4,166.67
379076 LEAGUE OF CALIF CITIES	MEMBERSHIP DUES	685.00
379208 OFFICE MAX INC	OFFICE SUPPLIES	61.67
379238 VERIZON WIRELESS	DATA SERVICES	38.01
379241 WESTAMERICA BANK	COPIER LEASE	90.26

**City Clerk**

379010 AMERICAN LEGAL PUBLISHING	MUNICIPAL CODE MAINTENANCE	2,375.32
379028 CCAC	MEMBERSHIP DUES	210.00
379051 EIDEN, KITTY J	MINUTES	1,793.00
379189 IOMC	MEMBERSHIP DUES	235.00
379222 SIMONSEN, ARNE	EXPENSE REIMBURSEMENT	674.84
379241 WESTAMERICA BANK	COPIER LEASE	270.80

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**Human Resources**

379019 BANK OF AMERICA	CONFERENCE - MASTAY	575.00
379043 RETIREE	RETIREMENT AWARD CHECK	300.00
379183 RETIREE	RETIREMENT AWARD CHECK	350.00
379220 SHRED IT INC	SHRED SERVICES	64.28
379241 WESTAMERICA BANK	COPIER LEASE	270.80
379243 WORXTIME LLC	ACA ANNUAL EMPLOYER FEE	3,500.00
933348 SUPERION LLC	PROFESSIONAL SERVICES	880.00

**Economic Development**

379019 BANK OF AMERICA	ADVERTISEMENT	102.02
379020 BANK OF AMERICA	BUSINESS EXPENSE	8.45
379022 BAY AREA NEWS GROUP	LEGAL PUBLICATION	218.70
379085 MUNICIPAL RESOURCE GROUP	CONSULTING SERVICES	2,886.00
379143 BANK OF AMERICA	MEETING EXPENSE	124.61
379239 VERIZON WIRELESS	DATA SERVICES	53.55
379241 WESTAMERICA BANK	COPIER LEASE	90.28
933339 EVVIVA BRANDS LLC	CONSULTING SERVICES	5,500.00
933342 KARSTE CONSULTING INC	CONSULTING SERVICES	675.00

**Finance Administration**

379089 OFFICE MAX INC	OFFICE SUPPLIES	63.14
379241 WESTAMERICA BANK	COPIER LEASE	342.57

**Finance Accounting**

379139 BADAWI & ASSOCIATES	AUDIT SERVICES	6,311.00
379220 SHRED IT INC	SHRED SERVICES	64.27
933348 SUPERION LLC	PROFESSIONAL SERVICES	160.00

**Finance Operations**

379089 OFFICE MAX INC	OFFICE SUPPLIES	108.74
379120 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	38.00
379219 SAUNDERS, LISA D	MILEAGE REIMBURSEMENT	45.70
379236 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	17.50

**Non Departmental**

379084 MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	39,146.90
379128 XUNLING NG AND, GIM TIM	BL TAX REFUND	175.00
379224 SOMERSVILLE TOWNE CENTER	BL TAX REFUND	1,853.96
933365 MUNISERVICES LLC	1ST QTR SUTA	61,993.88

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**Public Works Maintenance Administration**

379144 BANK OF AMERICA	BUSINESS EXPENSE	100.70
379239 VERIZON WIRELESS	DATA SERVICES	38.01
379241 WESTAMERICA BANK	COPIER LEASE	299.06

**Public Works Street Maintenance**

379115 TARGET SPECIALTY PRODUCTS	CHEMICALS	16,000.00
379148 C AND J FAVALORA TRUCKING INC	HAULING SERVICE	603.50
379239 VERIZON WIRELESS	DATA SERVICES	38.01

**Public Works-Signal/Street Lights**

379009 AMERICAN GREENPOWER USA	INDUCTION LIGHTING	8,555.46
379035 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	47,670.88
379093 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,743.84
379210 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	979.22
933341 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,723.25
933360 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,487.60

**Public Works-Striping/Signing**

379012 ACE HARDWARE, ANTIOCH	SUPPLIES	29.88
379041 CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTAL	184.63
379048 EAST BAY WELDING SUPPLY	SUPPLIES	48.07
379079 LOWES COMPANIES INC	SUPPLIES	207.46
379099 PRINT CLUB	SUPPLIES	270.57
379144 BANK OF AMERICA	MEDICAL EXAM	75.00
379231 TAPCO	SIGNS	659.54
379239 VERIZON WIRELESS	DATA SERVICES	38.01

**Public Works-Facilities Maintenance**

379008 ALTA FENCE	SUPPLIES	270.78
379066 HOME DEPOT, THE	SUPPLIES	170.66
379079 LOWES COMPANIES INC	SUPPLIES	783.18
379107 ROBINS LOCK AND KEY	LOCKSMITH SERVICES	115.00
379132 AMERICAN PLUMBING INC	PLUMBING SERVICES	545.00
379144 BANK OF AMERICA	TRAINING	448.13
379177 FASTENAL CO	BATTERY	217.49
379186 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	20,012.53
379191 JIM CLARK COMPANY	GUTTER CLEANING	1,500.00
379210 PACIFIC GAS AND ELECTRIC CO	GAS	12.24
379239 VERIZON WIRELESS	DATA SERVICES	38.01
933343 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,611.85

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933355 CONSOLIDATED ELECTRICAL DIST SUPPLIES 9.09

**Public Works-Parks Maint**

379011 AMERICAN PLUMBING INC	PLUMBING SERVICES	5,801.07
379032 COMBINATION LOCK AND SAFE	LOCKSMITH SERVICES	226.14
379044 DEL CONTES LANDSCAPING INC	REPAIR SERVICES	601.52
379045 DELTA FENCE CO	REPAIR SERVICES	1,682.00
379079 LOWES COMPANIES INC	SUPPLIES	29.13
379112 STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	7,200.00
379145 BIG SKY LOGOS AND EMBROIDERY	UNIFORMS	156.98
379163 DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	59,656.58
379164 DELTA FENCE CO	FENCE SERVICE	16,283.00
379210 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	264.99

**Public Works-Median/General Land**

379006 AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	3,586.80
379012 ACE HARDWARE, ANTIOCH	SUPPLIES	15.24
379067 HORIZON	PARTS	514.55
379112 STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	450.00
379135 ACE HARDWARE, ANTIOCH	SUPPLIES	46.16
379210 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	52.01

**Police Administration**

379023 BERNAL JR, ROWLAND	TRAINING PER DIEM	142.00
379025 BROOKS, TAMMANY N	TRAINING PER DIEM	142.00
379031 COLE, SHANE RYAN	TRAINING PER DIEM	330.00
379033 CONCORD UNIFORMS LLC	UNIFORMS	3,575.55
379034 CONTRA COSTA COUNTY	TRAINING	760.00
379055 FEDEX	SHIPMENT	63.57
379060 GALLS INC	SUPPLIES	181.50
379064 HAMILTON, JUSTIN MATTHEW	TRAINING PER DIEM	330.00
379073 KIRBY POLYGRAPH AND INVEST.	POLYGRAPH SERVICES	12,300.00
379089 OFFICE MAX INC	OFFICE SUPPLIES	807.74
379100 RAMIREZ, JOHN ANTHONY	TRAINING PER DIEM	330.00
379108 SAFESTORE INC	EVIDENCE STORAGE	2,057.05
379138 ATKINSON ANDELSON LOYA RUUD	LEGAL FEES	144.90
379141 BANK OF AMERICA	LUNCH FOR ASSESSORS	3,052.39
379142 BANK OF AMERICA	OFFICE SUPPLIES	3,879.25
379162 CRIME SCENE CLEANERS INC	CLEANING SERVICES	340.00
379166 DIRECT GOV SOURCE	EQUIPMENT	4,240.18
379168 DUGGAR, SCOTT LLOYD	TRAINING PER DIEM	66.00
379169 EAN SERVICES LLC	RENTAL CAR - C MEALS	348.00

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379177 FASTENAL CO	SUPPLIES	222.37
379179 GALLS INC	SUPPLIES	8.69
379192 JNE POLYGRAPH	POLYGRAPH EXAM	350.00
379193 KINT, KRISTOPHER	TRAINING PER DIEM	198.00
379196 LENDERMAN, THOMAS E	PER DIEM TRAINING	66.00
379205 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	152.56
379206 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	427.30
379211 PITNEY BOWES INC	POSTAGE METER LEASE	316.37
379213 REACH PROJECT INC	JUVENILE DIVERSION	17,083.00
379217 ROMBOUGH, ERIC A	TRAINING PER DIEM	66.00
379220 SHRED IT INC	DOCUMENT DESTRUCTION	511.03
379223 SMITH JR, RICHARD A	EXPENSE REIMBURSEMENT	78.50
379225 SOURCING GROUP, THE	PRINTING SERVICES	357.24
379227 STATE OF CALIFORNIA	DOJ FEES	586.00
379234 THOMSON WEST	PENAL CODE	810.20
933344 MOBILE MINI LLC	EVIDENCE STORAGE	270.28
933362 IMAGE SALES INC	ID CARDS	734.05
<b>Police Community Policing</b>		
379133 AMIRI, MORTEZA	EXPENSE REIMBURSEMENT	35.71
379141 BANK OF AMERICA	K9 FUNDRAISER	3,004.35
379142 BANK OF AMERICA	STAFF MEETING	209.12
379174 EIDEN, KITTY J	SALES TAX MINUTES	112.00
379207 OCCUPATIONAL HEALTH CENTERS	MEDICAL EXAM	1,071.00
379223 SMITH JR, RICHARD A	EXPENSE REIMBURSEMENT	31.50
<b>Police Investigations</b>		
379004 ADVANTAGE SENTRY AND PROT	EXTRADITION SERVICES	835.00
379123 VERIZON WIRELESS	PROFESSIONAL SERVICES	50.00
379141 BANK OF AMERICA	TRAVEL EXPENSE	287.68
379142 BANK OF AMERICA	SUSPECT PURSUIT LATE FEE	139.00
379150 CALLYO	INVESTIGATIVE CALL SERVICE	3,170.00
379157 CONTRA COSTA COUNTY	TRANSPORTATION SERVICES	445.00
379158 CONTRA COSTA COUNTY	CRIME LAB FEES	8,902.00
379161 COVANTA ENERGY, LLC	PROFESSIONAL SERVICES	490.25
<b>Police Special Operations Unit</b>		
379118 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	1,218.78
<b>Police Communications</b>		
379094 PACIFIC TELEMAGEMENT SRV.	LOBBY PHONE	78.00
379153 COMCAST	CONNECTION SERVICES	109.55



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379155 COMCAST	CONNECTION SERVICES	109.55
379239 VERIZON WIRELESS	DATA SERVICES	2,318.61
<b>Police Facilities Maintenance</b>		
379102 RESTROOM DIRECT	WATER FOUNTAINS	2,186.68
379159 CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	691.65
933343 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,880.20
<b>P &amp; R Administration</b>		
379105 FLOOR DESIGN BY RJS	PROFESSIONAL SERVICES	20,262.00
379167 DPH SOUND	PROFESSIONAL SERVICES	2,089.78
<b>Community Development Land Planning Services</b>		
379069 ICF JONES AND STOKES INC	CONSULTING SERVICES	179,280.84
379098 PREMIER POOL AND SPA	GP MAINT FEE REFUND	29.31
379124 VIVINT SOLAR DEVELOPER LLC	GP MAINT FEE REFUND	28.76
379239 VERIZON WIRELESS	DATA SERVICES	38.01
<b>CD Code Enforcement</b>		
379059 GALLEGOS, JEFFREY R	SAFETY SHOES REIMBURSEMENT	74.04
379119 TRB AND ASSOCIATES	CONSULTING SERVICES	8,955.00
379147 BRIDGEHEAD SELF STORAGE	STORAGE FEE	220.00
379239 VERIZON WIRELESS	DATA SERVICES	152.04
<b>PW Engineer Land Development</b>		
379029 COASTLAND	PROFESSIONAL SERVICES	21,622.50
379098 PREMIER POOL AND SPA	ENCROACHMENT APP REFUND	300.00
379239 VERIZON WIRELESS	DATA SERVICES	76.02
933367 TESTING ENGINEERS INC	PROFESSIONAL SERVICES	9,304.50
<b>Community Development Building Inspection</b>		
379098 PREMIER POOL AND SPA	ENERGY INSP FEE REFUND	1,030.67
379124 VIVINT SOLAR DEVELOPER LLC	ENERGY INSP FEE REFUND	523.30
379230 SUNRUN	ENERGY INSP FEE REFUND	274.02
<b>Capital Imp. Administration</b>		
379239 VERIZON WIRELESS	DATA SERVICES	38.01
<b>Community Development Engineering Services</b>		
379208 OFFICE MAX INC	OFFICE SUPPLIES	31.57

**213 Gas Tax Fund**

Prepared by: Lauren Posada  
 Finance Accounting  
 1/31/2019

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**Streets**

379093	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	559.13
379210	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	214.64

**214 Animal Control Fund**

**Animal Control**

379027	CHAMELEON SOFTWARE PROD.	SOFTWARE SUPPORT	1,348.50
379047	EAST BAY VETERINARY EMERG.	VETERINARY SERVICES	240.08
379049	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	20.40
379065	HILLS PET NUTRITION	SUPPLIES	633.50
379134	ANIMAL CLINIC OF ANTIOCH	VETERINARY SERVICES	3,454.95
379142	BANK OF AMERICA	TRAINING	150.00
379170	EAST BAY VETERINARY EMERG.	VETERINARY SERVICES	718.41
379172	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	549.70
379184	HENRY SCHEIN ANIMAL HEALTH	VETERINARY SUPPLIES	26.28
379185	HILLS PET NUTRITION	SUPPLIES	121.80
379202	MWI VETERINARY SUPPLY CO	SUPPLIES	324.42
379233	ALLIANCE WELDING	OXYGEN	53.47
379244	ZOETIS LLC	VETERINARY SUPPLIES	300.43
933343	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	579.80
933361	IDEXX LABORATORIES INC	SUPPLIES	267.76
933364	MOBILE MINI LLC	OFFSITE STORAGE	113.60

**219 Recreation Fund**

**Non Departmental**

379068	HUB INTERNATIONAL OF CA INSUR.	EVENT INSURANCE	660.84
379080	MARTINEZ, MARIA	CHECK REPLACEMENT	465.00
379086	MY FAITH COMMUNITY AND COUN.	DEPOSIT REFUND	333.30
379125	WEAVER, VIVIAN	DEPOSIT REFUND	500.00
379137	ASCAP	LICENSE FEE	570.50

**Recreation Admin**

379030	COLE SUPPLY CO INC	SUPPLIES	89.99
379132	AMERICAN PLUMBING INC	PLUMBING SERVICES	180.00

**Senior Programs**

379030	COLE SUPPLY CO INC	SUPPLIES	152.71
933343	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,028.00

**Recreation-Comm Center**

379003	ACME SECURITY SYSTEMS	ALARM MONITORING	300.00
379018	AWNING DETAILERS	PROFESSIONAL SERVICES	500.00

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379021	BANK OF AMERICA	SUPPLIES	264.80
379030	COLE SUPPLY CO INC	SUPPLIES	1,282.60
379061	GARDA CL WEST INC	ARMORED CAR SERVICE	189.13
379079	LOWES COMPANIES INC	SUPPLIES	155.48
379095	PARKINK	2019 SUMMER CAMP SHIRTS	830.88
379117	TORRES, ESTHER	CONTRACTOR PAYMENT	193.20
379137	ASCAP	LICENSE FEE	570.50
379146	BLOUNT, JASON	CLASS REFUND	219.00
379152	COLE SUPPLY CO INC	SUPPLIES	3,186.76
379163	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	3,821.75
379208	OFFICE MAX INC	OFFICE SUPPLIES	23.83
379210	PACIFIC GAS AND ELECTRIC CO	GAS	6,057.93
379215	RIDLEY, DEXTER	CONTRACTOR PAYMENT	168.00
379235	UNIQUE PEST CONTROL	PEST CONTROL	400.00
379239	VERIZON WIRELESS	DATA SERVICES	38.01
<b>221 Asset Forfeiture Fund</b>			
<b>Non Departmental</b>			
379090	OLIVEIRA, AMANDA MARIE	RETURNED PROPERTY	12,596.00
<b>222 Measure C/J Fund</b>			
<b>Streets</b>			
379035	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	299.88
933349	TESTING ENGINEERS INC	PROFESSIONAL SERVICES	736.25
933367	TESTING ENGINEERS INC	PROFESSIONAL SERVICES	555.00
<b>229 Pollution Elimination Fund</b>			
<b>Channel Maintenance Operation</b>			
379079	LOWES COMPANIES INC	SUPPLIES	43.18
379092	PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	1,666.28
379135	ACE HARDWARE, ANTIOCH	EQUIPMENT	1,210.31
379209	PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	3,142.13
379232	TARGET SPECIALTY PRODUCTS	SUPPLIES	563.90
<b>238 PEG Franchise Fee Fund</b>			
<b>Non Departmental</b>			
379114	SWATT MIERS ARCHITECTS	COUNCIL CHAMBERS PROJECT	34,128.04
<b>254 Hillcrest SLLMD Fund</b>			
<b>Hillcrest Maintenance Zone 2</b>			
379112	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	300.00

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379130	AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	3,586.80
379221	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,412.00
<b>255 Park 1A Maintenance District Fund</b>			
<b>Park 1A Maintenance District</b>			
379210	PACIFIC GAS AND ELECTRIC CO	GAS	81.18
<b>256 Citywide 2A Maintenance District Fund</b>			
<b>Citywide 2A Maintenance Zone 9</b>			
379006	AL FRESCO LANDSCAPING	LANDSCAPE SERVICES	2,152.08
<b>257 SLLMD Administration Fund</b>			
<b>SLLMD Administration</b>			
379115	TARGET SPECIALTY PRODUCTS	CHEMICALS	15,658.77
379135	ACE HARDWARE, ANTIOCH	SUPPLIES	4.87
379144	BANK OF AMERICA	MEETING EXPENSE	120.00
379239	VERIZON WIRELESS	DATA SERVICES	76.02
<b>311 Capital Improvement Fund</b>			
<b>Parks &amp; Open Space</b>			
379160	CONTRACTOR COMPLIANCE	PROFESSIONAL SERVICES	960.00
<b>Energy Efficiency</b>			
379197	LOCAL GOVERNMENT COMMISSION	CIVIC SPARK SERVICE	10,000.00
<b>570 Equipment Maintenance Fund</b>			
<b>Non Departmental</b>			
379187	HUNT AND SONS INC	FUEL	7,393.79
<b>Equipment Maintenance</b>			
379005	AFFORDABLE TIRE CENTER	PROFESSIONAL SERVICES	69.95
379013	ANTIOCH AUTO PARTS	AUTO PARTS	2,893.60
379015	ANTIOCH GLASS	AUTO PARTS	260.94
379053	FAST SIGNS	DOOR WRAP	350.17
379062	GOLDEN GATE TRUCK CENTER	PARTS	20.79
379104	RIGEL PRODUCTS AND SERVICE	PARTS	150.18
379109	SPRAYTEC	SUPPLIES	958.41
379113	LEHR AUTO ELECTRIC	PROFESSIONAL SERVICES	4,764.54
379126	WESTERN TRUCK FAB	PARTS	100.25
379127	WINTER CHEVROLET CO	PARTS	146.12

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379136	ANTIOCH AUTO PARTS	AUTO PARTS	1,538.05
379144	BANK OF AMERICA	MEDICAL EXAM	75.00
379151	CHUCKS BRAKE AND WHEEL SERV.	PARTS	236.51
379201	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	1,506.28
379229	LEHR AUTO ELECTRIC	EMERGENCY EQUIPMENT	14,517.32
379239	VERIZON WIRELESS	DATA SERVICES	38.01
933335	BIG SKY ENTERPRISES INC	TIRE DISPOSAL	362.75
933350	UNLIMITED GRAPHIC AND SIGN	PARTS	252.30
933355	CONSOLIDATED ELECTRICAL DIST	SUPPLIES	174.00
933366	SC FUELS	SUPPLIES	1,858.03
<b>573 Information Services Fund</b>			
<b>Information Services</b>			
379122	VERIZON WIRELESS	DATA SERVICES	381.58
<b>Network Support &amp; PCs</b>			
933337	DIGITAL SERVICES	WEBSITE MAINTENANCE	3,410.00
933346	ODIN SYSTEMS INC	INSTALLATION SERVICES	6,803.20
<b>Telephone System</b>			
379131	AMERICAN MESSAGING	PAGER SERVICE	43.24
933334	ALTURA COMMUNICATION SOLUT.	SYSTEM MAINTENANCE	44,401.96
<b>Office Equipment Replacement</b>			
933334	ALTURA COMMUNICATION SOLUT.	INSTALLATION SERVICES	36,212.50
933354	COMPUTERLAND	EQUIPMENT	1,111.11
<b>577 Post Retirement Medical-Police Fund</b>			
<b>Non Departmental</b>			
379081	RETIREE	MEDICAL AFTER RETIREMENT	1,224.46
379242	RETIREE	CHECK REPLACEMENT	511.48
<b>578 Post Retirement Medical-Misc Fund</b>			
<b>Non Departmental</b>			
379129	RETIREE	CHECK REPLACEMENT	100.69
933333	RETIREE	MEDICAL AFTER RETIREMENT	573.38
933347	RETIREE	MEDICAL AFTER RETIREMENT	100.69
933358	RETIREE	MEDICAL AFTER RETIREMENT	100.69

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**579 Post Retirement Medical-Mgmt Fund**

**Non Departmental**

379082 RETIREE	MEDICAL AFTER RETIREMENT	738.38
933352 RETIREE	MEDICAL AFTER RETIREMENT	190.74

**611 Water Fund**

**Non Departmental**

379013 ANTIOCH AUTO PARTS	SUPPLIES	4,263.44
379030 COLE SUPPLY CO INC	SUPPLIES	1,235.51
379091 PACE SUPPLY CORP	SUPPLIES	491.55
379188 WILCO SUPPLY	SUPPLIES	625.27
379199 MIRATI, MELISSA	CHECK REPLACEMENT	65.75
933340 GRAINGER INC	SUPPLIES	50.98

**Water Supervision**

379144 BANK OF AMERICA	PROFESSIONAL SERVICES	153.35
379239 VERIZON WIRELESS	DATA SERVICES	152.04

**Water Production**

379012 ACE HARDWARE, ANTIOCH	SUPPLIES	5.85
379013 ANTIOCH AUTO PARTS	PARTS	48.38
379016 ARAMARK UNIFORM SERVICES	SUPPLIES	48.64
379024 BORGES AND MAHONEY	SUPPLIES	143.14
379056 FISHER SCIENTIFIC COMPANY	SUPPLIES	296.04
379057 FRANK A OLSEN COMPANY INC	PARTS	4,948.13
379071 KARL NEEDHAM ENTERPRISES INC	CENTRIFUGE RENTAL	27,284.16
379074 KOFFLER ELECTRICAL MECH	PROFESSIONAL SERVICES	24,392.55
379075 LAW OFFICE OF MATTHEW EMRICK	DWR LITIGATION	6,974.50
379079 LOWES COMPANIES INC	SUPPLIES	240.89
379120 UNITED PARCEL SERVICE	SHIPMENT	67.42
379176 EXPONENT INC	CONSULTING SERVICES	2,180.14
379177 FASTENAL CO	PARTS	90.06
379178 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	689.02
379181 GUALCO GROUP INC, THE	GOVERNMENT RELATION SERVICE	6,000.00
379182 HACH CO	LAB SUPPLIES	101.50
379187 HUNT AND SONS INC	FUEL	947.91
379190 JENSEN INSTRUMENT CO OF NO CA	EQUIPMENT	3,335.41
379195 KORALEEN ENTERPRISES	EQUIPMENT	3,880.57
379208 OFFICE MAX INC	OFFICE SUPPLIES	75.16
379210 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	235.76
379226 STATE BOARD OF EQUALIZATION	BUSINESS EXPENSE	770.72
379228 SWRCB	WATER SYSTEM FEES	62,693.50

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379237 US BANK	COPIER LEASE	163.96
379239 VERIZON WIRELESS	DATA SERVICES	38.01
933338 EUROFINS EATON ANALYTICAL INC	TESTING	1,500.00
933343 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	338.00
933353 CHEMTRADE CHEMICALS US LLC	ALUM	6,089.18
933356 EUROFINS EATON ANALYTICAL INC	WATER TESTING AND ANALYSIS	120.00
933357 EVOQUA WATER TECHNOLOGIES	MAINTENANCE SERVICES	577.78
933360 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	129.06

**Water Distribution**

379014 ANTIOCH BUILDING MATERIALS	ASPHALT	1,761.43
379026 BROOKS, BRANDY L	EXPENSE REIMBURSEMENT	69.51
379042 CWEA SFBS	CERTIFICATE RENEWAL - REYES	87.00
379070 INFOSEND INC	POSTAGE COSTS	2,744.88
379079 LOWES COMPANIES INC	SUPPLIES	223.91
379087 NALEZNY, ROBERT TRAVIS	TRAINING REIMBURSEMENT	100.00
379106 ROBERTS AND BRUNE CO	SUPPLIES	5,193.90
379135 ACE HARDWARE, ANTIOCH	SUPPLIES	133.62
379144 BANK OF AMERICA	MEDICAL EXAM	195.50
379148 C AND J FAVALORA TRUCKING INC	HAULING SERVICE	6,941.75
379149 CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING	16.00
379165 DIABLO LIVE SCAN	FINGERPRINTING	10.00
379171 EAST BAY WORK WEAR	SAFETY SHOES - LOWE	1,417.15
379177 FASTENAL CO	SUPPLIES	263.06
379203 NATEC INTERNATIONAL INC	TRAINING	1,770.00
379216 ROBERTS AND BRUNE CO	SUPPLIES	3,828.39
379218 ROYAL BRASS INC	SUPPLIES	158.60
379239 VERIZON WIRELESS	DATA SERVICES	380.10
379240 WATERWISE PRO TRAINING	TRAINING	2,250.00

**Water Meter Reading**

379088 NATIONAL METER & AUTOMATION	METERS	3,788.68
379103 RICHMOND MACHINE & ENGINEERIN	SUPPLIES	3,000.00
379144 BANK OF AMERICA	TOOLS	160.93
379239 VERIZON WIRELESS	DATA SERVICES	38.01

**Public Buildings & Facilities**

933363 TRANSDYN INC	PROFESSIONAL SERVICES	14,965.00
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**Warehouse & Central Stores**

379120 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	38.00
379236 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	17.50

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**621 Sewer Fund**

**Sewer-Wastewater Supervision**

379239 VERIZON WIRELESS	DATA SERVICES	76.02
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**Sewer-Wastewater Collection**

379014 ANTIOCH BUILDING MATERIALS	ASPHALT	1,761.45
379070 INFOSEND INC	POSTAGE COSTS	2,744.86
379079 LOWES COMPANIES INC	SUPPLIES	387.12
379144 BANK OF AMERICA	MEDICAL EXAM	491.11
379148 C AND J FAVALORA TRUCKING INC	HAULING SERVICE	6,941.75
379149 CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING	16.00
379165 DIABLO LIVE SCAN	FINGERPRINTING FEE	10.00
379198 MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	268.00
379203 NATEC INTERNATIONAL INC	TRAINING	1,770.00
379216 ROBERTS AND BRUNE CO	SUPPLIES	534.23
379239 VERIZON WIRELESS	DATA SERVICES	228.06

**631 Marina Fund**

**Non Departmental**

379173 EHINGER, ROGER	DEPOSIT REFUND	120.00
379180 GONSALVES, MARTIN	DEPOSIT REFUND	30.00
379200 MONGES, ANGEL	DEPOSIT REFUND	145.94
379212 POWE, KENNETH	DEPOSIT REFUND	138.00

**Marina Administration**

379144 BANK OF AMERICA	ADVERTISEMENT	396.99
379154 COMCAST	CONNECTION SERVICES	216.21
379214 RECREATION PUBLICATIONS	ADVERTISEMENT	609.50

**Marina Maintenance**

379079 LOWES COMPANIES INC	SUPPLIES	28.75
933343 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,375.00

**Marina Boat Launch**

379079 LOWES COMPANIES INC	SUPPLIES	100.18
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**641 Prewett Water Park Fund**

**Non Departmental**

379068 HUB INTERNATIONAL OF CA INSUR	EVENT INSURANCE	384.12
379116 TAYLOR, SHANNON	SECURITY GUARD REFUND	1,216.00



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**Recreation Water Park**

379007 ALL STAR RENTS	EQUIPMENT	287.34
379021 BANK OF AMERICA	ADVERTISEMENT	408.00
379030 COLE SUPPLY CO INC	SUPPLIES	287.10
379038 CONTRA COSTA COUNTY	INSPECTION SERVICES	174.00
379052 EWING IRRIGATION PRODUCTS	MAINTENANCE SUPPLIES	996.57
379058 FREEDOM ALARM INC	ALARM BEAM REPLACEMENT	1,511.05
379072 KELLY MOORE PAINT CO	SUPPLIES	102.94
379079 LOWES COMPANIES INC	SUPPLIES	89.76
379097 PRECISION LEAK DETECTION INC	PROFESSIONAL SERVICES	1,290.00
379101 RED CROSS STORE	LTS FACILITY FEE	975.00
379116 TAYLOR, SHANNON	PORTABLE BAR REFUND	26.00
379121 US HEALTHWORK MEDICAL GROUP	MEDICAL EXAM	120.00
379152 COLE SUPPLY CO INC	SUPPLIES	431.78
379156 COMMERCIAL POOL SYSTEMS INC	MAINTENANCE SERVICES	6,132.52
379163 DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	2,649.00
379175 EWING IRRIGATION PRODUCTS	PARTS	87.99
379194 KNORR SYSTEMS INC	CHEMICALS	262.83
379204 NEOFUNDS BY NEOPOST	POSTAGE MACHINE	78.67
933359 GRAINGER INC	SUPPLIES	11.37

**721 Employee Benefits Fund**

**Non Departmental**

379036 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
379037 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
379077 LINA	PAYROLL DEDUCTIONS	3,325.65
379083 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	1,879.04
379096 PARS	PAYROLL DEDUCTIONS	2,622.60
379110 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
379111 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	53.41
933345 NATIONWIDE RETIREMENT SOLUT.	PAYROLL DEDUCTIONS	83,899.21
933351 VANTAGEPOINT TRANSFER AGENT	PAYROLL DEDUCTIONS	4,953.12



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

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

**APPROVED BY:** Jon Blank, Public Works Director/City Engineer *JB*

**SUBJECT:** Ninth Amendment to the Consultant Services Agreement for Professional Services with Exponent, Inc.

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### RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Ninth Amendment to the Consultant Service Agreement with Exponent, Inc. for continued support related to City Water Rights, California WaterFix and the Brackish Water Desalination project in the amount of \$100,000 for a total of \$734,600.

### STRATEGIC PURPOSE

This item supports Long Term Goal K of designing, building, operating, maintaining, stewarding and enhancing Antioch's assets and resources, Strategy K-2 by protecting Antioch's Water Rights and delivering high quality water to our customers and exploring the feasibility of desalinization.

### FISCAL IMPACT

Funding for these professional services is included in the Fiscal Year 2018/19 Water Enterprise Fund.

### DISCUSSION

Exponent, led by Dr. Susan Paulsen, an industry leading scientist is a key consultant of the City's Water Rights team. Exponent continues to provide support to the City of Antioch in helping staff analyze federal, state and local projects and processes that have the potential to impact delta flow circulation and Antioch's reliance on the Delta as a primary surface water supply. Several on-going delta processes, with special emphasis on the WaterFix (formerly known as the Bay Delta Conservation Plan/BDCP) and new state legislation and bond proposals have the potential to impact the existing circulation pattern of delta flow, which in turn can create a negative impact on the City's surface water supply, recreational opportunities and our existing water rights.

Staff recommends amending Exponent's existing contract to include continued assistance related to the California WaterFix project, including settlement discussions with the California Department of Water Resources. In addition, Exponent will continue to provide dilution model and technical assistance to the City for the brackish water

desalination project. The approval of this agreement amendment will increase the contract by \$100,000 for a total contract amount of \$734,600.

**ATTACHMENTS**

A. Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2019/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE NINTH AMENDMENT TO  
THE CONSULTANT SERVICE AGREEMENT WITH EXPONENT, INC.**

**WHEREAS**, on October 1, 2014, Exponent, Inc. entered into an Agreement for Professional Consulting Services to assist in negotiations for the City's Water Rights in the amount of \$20,000.00; and

**WHEREAS**, on October 2, 2015, CITY increased the compensation for Exponent in the amount of \$30,000 bringing the total compensation to an amount not to exceed \$50,000; and

**WHEREAS**, on January 1, 2016, CITY increased the compensation for Exponent in the amount of \$12,500 bringing the total compensation to an amount not to exceed \$62,500; and

**WHEREAS**, on January 27, 2016, CITY increased the compensation for Exponent in the amount of \$147,500 bringing the total compensation to an amount not to exceed \$210,000; and

**WHEREAS**, on December 14, 2016, CITY increased the compensation for Exponent in the amount of \$141,500 bringing the total compensation to an amount not to exceed \$351,500; and

**WHEREAS**, on March 7, 2017, CITY amended the Conflict of Interest Section 10.6 of the Agreement with Exponent; and

**WHEREAS**, on December 14, 2016, CITY increased the compensation for Exponent in the amount of \$157,000 bringing the total compensation to an amount not to exceed \$508,500; and

**WHEREAS**, on June 26, 2018, CITY increased the compensation for Exponent in the amount of \$71,000 bringing the total compensation to an amount not to exceed \$579,500; and

**WHEREAS**, on September 25, 2018, CITY increased the compensation for Exponent in the amount of \$55,100 bringing the total compensation to an amount not to exceed \$634,600; and

**WHEREAS**, the City desires to authorize the City Manager to execute the Ninth Amendment to the Consultant Service Agreement with Exponent for the City's Water Rights in the amount of \$100,000 bringing the total compensation to an amount not to exceed \$734,600.

AI

**RESOLUTION NO. 2019/\*\***

February 5, 2019

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**THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager to execute the Ninth Amendment to the Consultant Service Agreement with Exponent for the City's Water Rights in the amount of \$100,000 for a total of \$734,600.

\* \* \* \* \*

**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 5<sup>th</sup> day of February 2019, by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

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

**APPROVED BY:** Jon Blank, Public Works Director/City Engineer *JB*

**SUBJECT:** Initiate Preparation of the Street Lighting and Landscape Maintenance District City Engineer's Report for FY 2019/2020

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### **RECOMMENDED ACTION**

It is recommended the City Council adopt the attached resolution directing the City Engineer to prepare a consolidated Engineer's Report for FY 2019/2020 Street Lighting and Landscape Maintenance District assessments.

### **STRATEGIC PURPOSE**

Consideration of this item is consistent with Strategic Plan Long Term Goal K-1; ensure well maintained public facilities, rights-of-way and parks.

### **FISCAL IMPACTS**

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

### **DISCUSSION**

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

### **ATTACHMENTS**

A. Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2019/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
DIRECTING THE CITY ENGINEER TO PREPARE A CONSOLIDATED ENGINEER'S  
REPORT FOR FY 2019/2020 STREET LIGHTING AND LANDSCAPE  
MAINTENANCE DISTRICT ASSESSMENTS**

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

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

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

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

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

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 5<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

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

**APPROVED BY:** Jon Blank, Public Works Director/City Engineer *JB*

**SUBJECT:** Third Amendment to the Design Services Agreement with Swatt Miers Architects for the City Hall Council Chambers Interior Remodel (P.W. 247-P)

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### **RECOMMENDED ACTION**

It is recommended that Council adopt a resolution to:

1. Authorize the City Manager to execute the third amendment to the Design Consultant Services Agreement with Swatt Miers Architects for the City Hall Council Chambers Interior Remodel and increase the contract by \$42,655.00 for a total contract amount of \$146,772.50.
2. Extend the term of the agreement with Swatt Miers Architects to December 31, 2019.

### **STRATEGIC PURPOSE**

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities.

### **FISCAL IMPACT**

The 2018-19 Capital Improvement Budget includes \$1,293,000 for design services and physical remodeling of the Council Chambers through the Public, Educational and Government (PEG) Fund. This fund can only be used for equipment, capital improvement projects and maintenance of facilities that produce PEG video content.

### **DISCUSSION**

The City's Council Chambers was constructed in 1980, and though it has served the City well over the past 38 years, it is dated and overdue for a renovation. The proposed improvements will provide the City Council, staff, and community with a high-quality and efficient facility for a variety of community meetings and events.

In September of 2017, Swatt Miers Architects (SMA) was selected to provide architectural design services for a minimal remodeling of the City's Council Chambers. On March 13, 2018, the City Council reviewed various design options and construction cost estimates related to the proposed remodeling of the facility. Staff was directed to include a raised, reconfigured dais to provide better sightlines between Council and other committee



members into the design. Audience seating will be rearranged to improve flow within the chambers. The ceiling and wall treatments of the chambers will be renovated to give a more modern feel to the space and LED lighting will be installed to brighten the room and decrease energy cost. In addition, the breezeway between City Hall and the Council Chambers will be enclosed to create an improved entrance to these two buildings.

On April 24, 2018, Council approved a second amendment to SMA's agreement to include additional design and structural engineering activities related to installing the new ceiling, alterations to the breezeway and lighting modifications throughout the project. This amendment increased the existing contract by \$42,917.50 for a total contract amount of \$104,117.50.

Staff is recommending amending SMA's Design Consultant Service Agreement to provide additional services that include adjustments to existing concrete slabs in order to comply with ADA slope requirements; extended coordination with light, audiovisual and electrical consultants; modifications to the proposed breezeway entrance; enlargement of the human resource conference room, including alteration the lighting and HVAC systems; preparation of separate bid documents for audiovisual, seating and the structural remodel portions of the project; development of an additional cost estimate, plans, details and specifications and additional construction administration to provided consulting services through the duration of the project.

Contractor bids for this work are scheduled to be publicly opened March 5, 2019 and presented to the City Council for consideration at the City Council meeting on March 26, 2019. It is expected that construction will commence in May and be completed in November 2019. During the majority of the construction period, the City will not be able to utilize the Council Chambers. Council meetings will be held at the Antioch Community Center.

## **ATTACHMENTS**

A: Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2019/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE THIRD AMENDMENT TO THE DESIGN CONSULTANT SERVICES  
AGREEMENT WITH SWATT MIERS ARCHITECTS FOR THE  
CITY HALL COUNCIL CHAMBERS INTERIOR REMODEL  
P.W. 247-P**

**WHEREAS**, on September 22, 2017, Swatt Miers Architects entered into a Design Consultant Services Agreement in the amount of \$49,200 to provide architectural design services for a minimal remodeling of the City's Council Chamber; and

**WHEREAS**, on April 4, 2018, City increased the compensation for Swatt Miers Architects in the amount of \$12,000 bringing the total compensation to an amount not to exceed \$61,200; and

**WHEREAS**, on April 24, 2018, City increased the compensation for Swatt Miers Architects in the amount of \$42,917.50 bringing the total compensation to an amount not to exceed \$104,117.50 and extended the term of the contract to December 31, 2018; and

**WHEREAS**, the City desires to authorize the City Manager to execute the third amendment to the Design Consultant Services Agreement with Swatt Miers Architects to provide additional services that include adjustments to existing concrete slabs in order to comply with ADA slope requirements; extended coordination with light, audiovisual and electrical consultants; modifications to the breezeway entrance and development of plans, details and specifications necessary to implement these changes in the amount of \$42,655.00 for a total contract amount of \$146,772.50; and

**WHEREAS**, the City desires to authorize extending the term of the Design Consultant Services Agreement with Swatt Miers Architects to December 31, 2019; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager to execute the third amendment to the Design Consultant Services Agreement with Swatt Miers Architects; authorize extending the term of the Design Consultant Services Agreement with Swatt Miers Architects to December 31, 2019; and increase the contract by \$42,655.00 for a total contract amount of \$146,772.50 in a form approved by the City Attorney.

\* \* \* \* \*

AI

**RESOLUTION NO. 2019/\*\***

February 5, 2019

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**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 5<sup>th</sup> day of February 2019, by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

---

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

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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

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

**APPROVED BY:** Jon Blank, Director of Public Works/City Engineer *JB*

**SUBJECT:** Purchase and Sale Agreement and Joint Escrow Instructions for the Fulton Shipyard Road Sewer Pump Station

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the Purchase and Sale Agreement (PSA) and Joint Escrow Instructions for the sale of the Fulton Shipyard Road Sewer Pump Station Property (APN 065-050-037) to Delta Diablo, a sanitation district formed pursuant to the County Sanitation District Act formally known as Contra Costa County Sanitation District (District) and authorize the City Manager to execute the PSA.

### **STRATEGIC PURPOSE**

This item supports Strategy K-5 in the Strategic Plan by reducing the City's liability from third party claims at the Fulton Shipyard Road Sewer Pump Station.

### **FISCAL IMPACT**

The recommended action will generate \$262,715 in sales proceeds into the City's Sewer Fund. The economic details of the proposed transaction are contained in Attachment B.

### **DISCUSSION**

The District owns and operates the Fulton Shipyard Road Sewer Pump Station under an annual property lease agreement in the amount of \$1. In 2014, the District secured a Clean Water State Revolving Fund (CWSRF) loan to perform needed wastewater infrastructure repair and rehabilitation. The CWSRF loan requires the District to hold long term property rights.

The District holds long term property rights for all its pump stations except the Fulton Shipyard Road Sewer Pump Station; therefore, the District has requested to enter a purchase and sale agreement to purchase the property. If the property is sold to the District, the City must retain sewer main easements indicated in the purchase and sale agreement.

City staff recommends selling the property at fair market value. Based on a real estate appraisal prepared by Garland & Associates, on April 12, 2018, the fair market value of

the site has been determined to be \$3.37 per square foot. The square footage of the site is approximately 86,564 sq. ft. for a total value of \$291,721. This area is to be reduced by the value of easements the District will convey to the City bringing the total sales price to \$262,715. At their January 9, 2019 meeting, the Delta Diablo Board of Directors approved and authorized execution of the Purchase and Sales Agreement with the City of Antioch to purchase the Fulton Shipyard Road Sewer Pump Station Property (APN 065-050-037).

The PSA includes a requirement that in the event the City proposes improvements for Fulton Shipyard Road, Delta Diablo shall be responsible to pay their proportional share of the improvements based on the frontage of the property.

If this resolution is adopted, the City will execute the PSA with the District and receive \$262,715 at the close of escrow.

**ATTACHMENTS**

- A. Resolution
- B. Purchase and Sale Agreement

**ATTACHMENT "A"**

**RESOLUTION NO. 2019/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND  
SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR THE SALE  
OF THE FULTON SHIPYARD ROAD SEWER PUMP STATION PROPERTY  
APN 065-050-037**

**WHEREAS**, the City of Antioch ("City") owns an approximately 86,564 square foot property on Fulton Shipyard Road (APN 065-050-037) ("Property"); and

**WHEREAS**, the City has leased the Property to Delta Diablo, a California Special District (Delta Diablo) for over 35 years; and

**WHEREAS**, the City desires to sell the Property to Delta Diablo to facilitate their ability to proceed with planned improvements to the Fulton Shipyard Road Sewer Pump Station using funds from a Clean Water State Revolving Fund (CWSRF) loan; and

**WHEREAS**, the City recommends moving forward with the sale of the Property and joint escrow instructions with Delta Diablo in the amount of \$262,715;

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

1. The Purchase and Sale Agreement and Joint Escrow Instructions between the City and Delta Diablo for the sale of the Property, in the amount of \$262,715, is hereby approved in substantially the form in the Purchase and Sales Agreement incorporated herein by reference.
2. The City Manager is hereby authorized to execute the Purchase and Sale Agreement and Joint Escrow Instructions, and all other documents necessary to complete the transaction, in accordance with the terms outlined in the purchase and sale agreement and joint escrow instructions, subject to any minor technical or non-substantive changes as approved by the City Manager and the City Attorney.

AI

**RESOLUTION NO. 2019/\*\***

February 5, 2019

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\* \* \* \* \*

**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 5th day of February 2019, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

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## ATTACHMENT "B"

### PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (Antioch Pump Station)

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made and entered into as of \_\_\_\_\_, 2019 ("**Effective Date**") by and between the City of Antioch, a California municipal corporation ("**Seller**"), and Delta Diablo, a sanitation district formed pursuant to the County Sanitation District Act (formerly known as "Contra Costa County Sanitation District No. 7-A") ("**Buyer**").

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer hereby agree as follows:

1. Transactions.

(a) Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following (collectively, the "**Property**"): (a) that certain real property consisting of approximately 1.987 gross acres and improved with Buyer's Antioch Pump Station, located on Fulton Shipyard Road in the City of Antioch, County of Contra Costa, State of California, (the "**Land**") all as more fully described in Attachment A, together with all rights, privileges, easements or appurtenances to or affecting the Land (collectively, the "**Appurtenances**"). The Land shall be conveyed to Buyer upon recordation of a Grant Deed substantially in the form of Attachment B (the "**Deed**").

(b) After Buyer holds title to the Land by the recording of the Deed, Buyer hereby shall grant to Seller, and Seller hereby agrees to accept from Buyer, (a) sewer pipeline easements in certain areas of the Land (the "**Pipeline Easements**"), as more fully described in the "**Grant of Sewer Pipeline Easements**" attached hereto as Attachment C, and (b) maintenance easements in other areas of the Land (the "**Maintenance Easements**"), as more fully described in the "**Grant of Maintenance Easements**" attached hereto as Attachment D.

2. Purchase Price. The purchase price for the Property ("**Purchase Price**") shall be Two Hundred Sixty-Two Thousand Seven Hundred Fifteen Dollars (\$262,715). The Purchase Price was calculated as follows: [(86,564 square feet of Land) – (8,607 square feet of Pipeline Easements)] x [(\$3.37 per square foot)] = \$262,715 (rounded down to the nearest dollar).

3. Title Company; Title to the Property.

(a) Within two (2) days from the Effective Date Buyer shall open an escrow ("**Escrow**") with Fidelity National Title Company, 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, Paul Avila, 916-646-6057 ("**Title Company**"), its Escrow number 01002852. The purchase and sale of the Property, and the conveyance of the Pipeline Easements and Maintenance Easements, will be consummated through the Escrow by the Title Company, as required by this Agreement. Title Company has issued a preliminary title report for the Property, dated December 18, 2018, as amended by Amendment No. 1 dated January 18, 2019 ("**Preliminary Report**"). On or before five (5) days from the Effective Date, a copy of the Preliminary Report shall be delivered to Seller and Buyer. Subject to the requirements of this



Agreement, at the Closing Buyer will accept title to the Property subject to all encumbrances and exceptions listed in the Preliminary Report.

(b) At the Closing:

(i) Seller shall cause to be conveyed to Buyer fee simple title to the Land by the duly executed and acknowledged Deed substantially in the form attached hereto as **Attachment B**; (ii)

(ii) After title to the Land has vested in Buyer, Buyer shall cause to be conveyed to Seller the Pipeline Easements by the duly executed Grant of Pipeline Easements substantially in the form attached hereto as **Attachment C**, and

(iii) After title to the Land has vested in Buyer, Buyer shall cause to be conveyed to Seller the Maintenance Easements by the duly executed and acknowledged Grant of Maintenance Easements substantially in the form attached hereto as **Attachment D**.

(c) As used in this Agreement, "**Closing**" shall be deemed to occur upon the Title Company's completion of the requirements in Section 8(a)(iv). As a condition of Buyer's obligation to purchase the Property, evidence of delivery of fee simple title to the Property shall be the issuance by Title Company to Buyer of an ALTA standard coverage owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer (the "**Title Policy**"), subject only to such exceptions listed in the Preliminary Report, which Buyer has approved. The Title Policy shall provide full coverage against mechanics' and materialmen's liens and shall contain such special endorsements as Buyer may reasonably require, including, without limitation, any endorsements required as a condition to Buyer's approval of any title exceptions (the "**Endorsements**").

4. **Feasibility**. Buyer currently has access to the Land pursuant to that certain Lease Agreement Between the City of Antioch and Contra Costa County Sanitation District No. 7-A Regarding Pump Station and Water Tower Facilities, dated May 13, 1982 ("**Lease**"). Buyer has reviewed the Preliminary Report and the existing zoning, entitlement, planning or similar issues applicable to the Property. Buyer will review Seller's Deliveries upon receipt. Buyer has determined that it does not need to perform any further investigations or inspections of the Land prior to the Closing.

5. **Seller's Deliveries**. Within three (3) business days following the Effective Date, Seller shall deliver to Buyer a Natural Hazards Disclosure Report ("**Seller's Deliveries**").

6. **Conditions to Seller's Obligations**. Seller's obligations hereunder, include, but are not limited to, its obligation to consummate the transactions provided for herein, and are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing in Seller's sole and absolute discretion:

(a) Buyer shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by Buyer shall be true and correct in all material respects at the time as of which the same is made and as of the Closing.

7. Conditions Precedent to Closing. The following are conditions precedent to Buyer's obligation to purchase the Property (the "**Conditions Precedent**"). The Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing in Buyer's sole and absolute discretion. In the event any Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement.

(a) Buyer's inspection, review and approval of the Seller's Deliveries.

(b) Title Company shall be unconditionally committed to issue the Title Policy to Buyer upon the Closing in the form and with such exceptions and endorsements listed in the Preliminary Report.

(c) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement. Seller's representations and warranties in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing.

8. Closing, Prorations.

(a) The Closing shall take place one (1) business day after all of the following have been delivered into Escrow (the "**Closing Date**").

(i) Within two (2) business day days following Buyer's delivery of the Closing Notice to Seller, Seller shall deliver to Title Company:

(1) the duly executed and acknowledged Deed for the Property;

(2) an acceptance executed on behalf of Seller, to accept the conveyance of the Pipeline Easements by the Grant of Pipeline Easements following the recording of the Deed;

(3) an acceptance executed on behalf of Seller, to accept the conveyance of the Maintenance Easements by the Grant of Maintenance Easements following the recording of the Deed;

(4) an amount sufficient to pay all costs required to be paid by Seller at the Closing, as estimated by Title Company, including Seller's share of costs under Section 8(b);

(5) a duly executed affidavit that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 in the form attached as **Attachment E** and incorporated herein by this reference together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131;

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(6) evidence reasonably acceptable to Title Company that the documents delivered by Seller have been duly authorized and executed on behalf of Seller and constitute valid and binding obligations of Seller;

(7) any other documents which the Title Company may reasonably require from Seller in order to close Escrow which do not increase Seller's liability or obligations hereunder;

(8) a closing statement in form and content satisfactory to Buyer and Seller (the "Closing Statement") duly executed by Seller; and

(9) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(ii) Within two (2) business day days following Buyer's delivery of the Closing Notice to Seller, Buyer shall deliver to Title Company:

(1) the Purchase Price, and an amount sufficient to pay all costs required to be paid by Buyer at the Closing, as estimated by Title Company, including Buyer's share of costs under Section 8(b);

(2) an acceptance executed on behalf of Buyer, to accept the conveyance of the Land described in the Deed;

(3) the duly executed and acknowledged Grant of Pipeline Easements;

(4) the duly executed and acknowledged Grant of Maintenance Easements;

(5) the Closing Statement, duly executed by Buyer; and

(6) evidence reasonably acceptable to Title Company that the documents delivered by Buyer have been duly authorized and executed on behalf of Buyer and constitute valid and binding obligations of Buyer.

(iii) When requested by the Title Company, Seller and Buyer shall each deposit such other instruments as are reasonably required by Title Company or otherwise required to close the Escrow and consummate the conveyances under the terms of this Agreement.

(iv) The Title Company shall cause the Closing to occur no later than one business day after the last of Buyer's and Seller's deposits into Escrow. At the Closing, the Title Company shall close Escrow as follows:

(1) Record the Deed, marked for return to Buyer, which shall be deemed delivery to Buyer;

(2) Record the Grant of Pipeline Easements marked for return to Seller, which shall be deemed delivery to Seller;

(3) Record the Grant of Maintenance Easements marked for return to Seller, which shall be deemed delivery to Seller;

(4) Disburse the Purchase Price to Seller;

(5) Issue the Title Policy with all Endorsements required by Buyer;

(6) Prorate taxes, fees, and other charges and payments, if any, as required by this Agreement;

(7) Prepare and deliver to Buyer and Seller one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow, and copies of all recorded documents.

(v) If the Title Company is unable to simultaneously perform all of the instructions set in Section 8(a)(iv), the Title Company shall notify Buyer and Seller and retain all funds and documents pending receipt of further instructions from Buyer and Seller.

(b) Payments at the Close of Escrow:

(i) Costs and expenses of Escrow incurred in this transaction shall be paid as follows:

(1) Seller shall pay all sales, use, and documentary transfer taxes (except as provided in Section 8(b)(i)(4));

(2) Seller shall pay the premium for a standard ALTA coverage owner's policy of title insurance; Buyer shall pay the premium for any extended ALTA coverage if desired by Buyer;

(3) Seller and Buyer shall each pay one-half (1/2) of the Escrow fees, recording fees, and related expenses;

(4) Seller and Buyer shall each pay one-half (1/2) of any city or county transfer taxes due;

(5) all other costs of Escrow shall be paid equally by Buyer and Seller.

(ii) The provisions of this Section 8(b) shall survive the Closing.

9. Seller's Representations; "As-Is" Condition; Releases; Termination of Lease.

(a) Seller's Representations and Warranties. Seller represents and warrants:

(i) Seller is duly created, validly existing, and has full right, power, and authority to enter into this Agreement and to perform Seller's obligations hereunder. As executed by Seller and delivered to Buyer, this Agreement constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

(ii) To the actual knowledge of Seller, Seller has received no notice of pending litigation, condemnation, or eminent domain proceeding affecting the Property.

(iii) As of the Effective Date, Seller has not received written notice from any governmental authority asserting that the Property is in violation of any statutes, regulations, rules, ordinances, codes, or governmental orders relating to Hazardous Materials (defined below), and Seller has no actual knowledge that any such violation exists. If, prior to the Closing, Seller receives any notice that such a violation exists, Seller will immediately convey that notice to Buyer, and Buyer shall have the right to terminate this Agreement upon written notice to Seller. Seller's knowledge with regard to this Section 9(a)(iii) shall be limited to the City Engineer's actual knowledge as of the Effective Date, with no duty of inquiry or imputed knowledge.

(b) "AS-IS" Condition of the Property. Buyer has been an occupant of the Property for over 30 years and as such is very familiar with the Property and its physical condition. Upon the Closing Buyer shall accept the Property in an "AS-IS" condition. Except as expressly set forth in Section 9(a) and elsewhere in this Agreement, neither Seller, nor its agents or employees, have made any warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, including the physical condition of the Property, any improvements thereon, the condition of the soil, geology, or seismic conditions of the Property, the presence of known or unknown faults, on, in, or under the Property, the environmental condition of the Property, and any exceptions to title to the Property, whether or not of record; nor does Seller assume any responsibility for the conformance the codes or permit regulations of the city within which the Property is located. Except for the express representations and warranties of Seller set forth in Section 9(a) or elsewhere in this Agreement, Buyer relies solely on Buyer's own judgment, experience, and investigations as to the present and future condition of the Property. Buyer's election to purchase the Property, will be based upon and will constitute evidence of Buyer's independent investigation of the Property, its use, development potential and suitability for Buyer's intended use, including (without limitation) the following (the **"Covered Subject Areas"**): the feasibility of developing the Property for the purposes intended by Buyer and the conditions of approval for any subdivision map; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill, or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental, or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements;

requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "**Permits**"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development, or sale of the Property. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Property by Buyer.

(c) Buyer's Release of Seller. As partial consideration for this Agreement, effective upon the Closing, Buyer hereby releases and discharges Seller and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors, and assigns from any and all claims, demands, causes of action, obligations, damages, and liabilities (together, "**Liabilities**"), which Buyer now has or could assert in any manner related to or arising from the condition of the Property, the presence of any Hazardous Materials in, on, or around the Property, and the Buyer's future use of the Property. However, notwithstanding the foregoing, this release does not include: (i) any Liabilities arising from Hazardous Materials on the Property to the extent the Hazardous Materials originate from, or are contributed to by, Seller's activities on any property other than the Property following the Closing; (ii) Liabilities to the extent they arise from or are related to Seller's occupancy or use of the Pipeline Easements or the Maintenance Easements following the Closing; and (iii) Seller's breach of this Agreement or Seller's breach of its express representations and warranties in this Agreement. As used in this Agreement, "**Hazardous Materials**" includes petroleum, asbestos, radioactive materials or substances defined as "hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable California laws. Buyer knowingly waives the right to make any claim against the Seller for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(d) Seller's Release of Buyer. As partial consideration for this Agreement, effective upon the Closing, Seller hereby releases and discharges Buyer and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors, and assigns from any and all Liabilities which Seller now has or could assert in any manner related to or arising from the condition of the Pipeline Easements or Maintenance Easements. Except for Seller's release of Buyer with regard to the condition of the Easements, the liability of the parties with regard to the Pipeline Easements and Maintenance Easement shall be governed by the Easement Agreements attached hereto as Attachment C and Attachment D. However, notwithstanding the first sentence of this section, this release does not include: (i) Liabilities that

arise from or are related to Buyer's breach of this Agreement or Buyer's breach of its express representations and warranties in this Agreement; and (ii) any damage to Seller's pipelines within the Pipeline Easements to the extent caused by the negligence or willful misconduct of Buyer, its officers, employees, or contractors. Seller knowingly waives the right to make any claim against the Buyer for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(e) Termination of Lease. The Property is currently subject to the Lease. Upon the Closing, the Parties acknowledge and agree that the Lease shall automatically terminate and be of no further force and effect.

(f) Survival. The requirements of this Section 9 shall survive the closing and not merge into the Deed and other recorded instruments.

10. Representations, Warranties and Covenants of Buyer and Seller. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a county sanitation district organized and validly existing under the County Sanitation District Act (Health and Safety Code section 4700, *et seq.*). This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Buyer, are and at the time of Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is subject. Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) Buyer represents and warrants that it has occupied the Property since 1982 in accordance with the Lease, is familiar with the physical condition of the Property, and accepts the Property in an "AS-IS" condition and with all faults.

(c) Buyer, at its sole discretion and at its sole cost, may conduct an independent investigation with respect to zoning and subdivision laws, ordinances, resolutions, and regulations of all governmental authorities having jurisdiction over the Property, and the use and improvement of the Property.

(d) If Seller proposes improvements for Fulton Shipyard Road fronting the Land pursuant to Streets and Highways Code section 5875, *et seq.*, or other applicable state law, Buyer may review and object to the scope of such improvements for Fulton Shipyard Road, and in such case, Seller agrees to negotiate with Buyer, in good faith, regarding such scope of improvements, in the same way and on the same basis as any other property owner fronting

Fulton Shipyard Road who would be obligated for such improvements. Buyer's proportional share shall be based on the frontage of Buyer's property along Fulton Shipyard Road in proportion to the total number of property owners and their total amount of frontage along such road benefitted by such property frontage improvements. In no event shall the amount Buyer pays for said improvements fronting the Land be proportionally greater than the amount any other owner of property fronting Fulton Shipyard Road pays for improvements fronting that owner's property. The requirements of this Section 10(d) shall survive the Closing

11. Environmental Matters/Release. Buyer relies on its own investigation and not on any representation by Seller regarding Hazardous Materials. Buyer relies solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of Buyer's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by Seller or any employee or agent of Seller. Seller makes no representations regarding Hazardous Materials in, on or under the Property. Seller's knowledge and disclosures regarding Hazardous Materials are limited to the contents of Seller's Deliveries.

12. Continuation and Survival. All representations, warranties, and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and, unless expressly provided to the contrary, shall survive the execution and delivery of this Agreement, the Deed, the Pipeline Easements, the Maintenance Easements, and the Closing.

13. Condemnation.

(a) Notwithstanding anything to the contrary in this Agreement, in the event a governmental entity commences eminent domain proceedings to take any portion of the Property after the Effective Date and prior to the Closing, then Buyer shall have the option to terminate this Agreement by written notice to Seller within ten (10) business days after Buyer first learns of such commencement. In the event of any such termination: (i) any funds deposited by Buyer shall be returned to Buyer; (ii) Buyer and Seller shall each be liable for one-half of any escrow fees or charges; and (iii) neither party shall have any further liability or obligation under this Agreement.

(b) In the event a governmental entity commences eminent domain proceedings to take any part of the Property after the Effective Date and prior to the Closing and this Agreement is not terminated pursuant to Section 13(a), then the Closing shall occur as scheduled notwithstanding such proceeding; provided, however, that Seller's interest in all awards arising out of such proceedings (except for any award attributable to the loss of Seller's business or income, Seller's personal property, or the property of any tenant of the Property) shall be assigned to Buyer as of the Closing or credited to Buyer if previously received by Seller. Seller's obligations pursuant to this Section 13(b) shall survive the Closing.

14. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date free of any occupant or property not being conveyed to Buyer as provided hereunder.



15. Seller's Cooperation with Buyer. At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer with regard to the fulfillment of any Conditions Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

16. Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein.

17. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, each party shall bear its own attorney's fees.

18. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (i) immediately upon hand delivery, (ii) one business day after being deposited with Federal Express or another overnight courier service for next day delivery, or (iii) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required. The parties may deliver a courtesy copy of any notice, consent, or approval by email, to the email addresses below, but an emailed courtesy copy does not substitute for providing notice in the manner required by this Section 18. All notices, consents, and approvals shall be addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller:                      City of Antioch  
   Attn: City Manager  
   P.O. Box 5007  
   Antioch CA 94531  
   Phone: 925-779-7011.  
   Email: rbernal@ci.antioch.ca.us

With a copy to:                      Best Best & Krieger LLP  
   Attn: Nancy Park  
   500 Capitol Mall, Suite 1700  
   Sacramento, CA 95814  
   Phone: (916) 325-4000  
   E-Mail: Nancy.Park@bbklaw.com

If to Buyer: Delta Diablo  
Attn: General Manager  
2500 Pittsburg-Antioch Hwy.  
Antioch, CA 94509  
Phone: (925) 756-1920  
Email: vinced@deltadiablo.org

With a copy to: Contra Costa County Counsel's Office  
Attn: Mary Ann Mason, District Counsel  
651 Pine Street, 9<sup>th</sup> Floor  
Martinez, CA 94518  
Phone: (925) 335-1800  
Email: MaryAnn.Mason@cc.cccounty.us

Title Company: Fidelity National Title Company  
Attn: Paul Avila  
8525 Madison Avenue, Suite 110  
Fair Oaks, CA 95628  
Phone: (916) 646-6057

(b) Successors and Assigns. Buyer shall have the right to assign this Agreement to any entity controlling, controlled by or under common control with Buyer without Seller's consent or approval, and otherwise Buyer shall have the right to assign this Agreement to any entity subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any such assignee shall assume all obligations of Buyer hereunder; however, Buyer shall remain liable for all obligations hereunder. Seller shall have the right to assign this Agreement. Except as otherwise permitted by this paragraph, neither this Agreement nor the rights of either party hereunder may be assigned by either party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Buyer and Seller.

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(g) Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(k) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(l) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(m) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than the parties hereto.

(n) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(o) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(p) Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

**SELLER:**

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

By: \_\_\_\_\_  
Ron Bernal  
City Manager

Date: \_\_\_\_\_

*Attest:*

By: \_\_\_\_\_  
Arne Simonsen  
City Clerk

*Approved as to form:*

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

**BUYER:**

**DELTA DIABLO, a California special district**

By:   
Vincent De Lange  
General Manager

Date: 1-24-2019

*Attest:*

By:   
Secretary to the Board

*Approved as to form:*  
Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Stephen M. Siptroth  
Deputy County Counsel

**Attachments and Exhibits:**

Attachment A: Legal Description

Attachment B: Grant Deed

Exhibit A: Legal Descriptions

Exhibit B: Plat

Attachment C: Grant of Pipeline Easements

Exhibit A: Legal Descriptions

Exhibit B: Plats

Attachment D: Grant of Maintenance Easements

Exhibit A: Legal Descriptions

Exhibit B: Plats

Attachment E: Transferor's Certification of Non-Foreign Status

SMS

H:\Client Matters\DDSD\APS Purchase\Purchase and Sale Agreement - Antioch Pump Station - Final CLEAN 012319.docx

ATTACHMENT A  
LEGAL DESCRIPTION & PLAT OF THE PROPERTY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain real property, being a portion of the lands granted in fee simple to the City of Antioch by Grant Deed, filed for record March 7, 1952 in Book 1902 of Official Records, Page 61, Contra Costa County Records, and situate in the southwest quarter of Section 18, Township 2 North, Range 2 East, Mount Diablo Meridian, City of Antioch, County of Contra Costa, State of California, being more particularly described as follows:

COMMENCING at the point of intersection of the South right-of-way line of the Atchison Topeka and Santa Fe Railroad (100 feet wide) and the West right-of-way line of Fulton Shipyard Road (50 feet wide), as described in the deed from Myrtle Bonslett, et al, to Contra Costa County, filed for record January 30, 1942 in Volume 632 of Official Records, at Page 250, Contra Costa County Records, from which point a radial line to a curve concave to the southwest having a radius of 245.00 feet bears North 54°32'53" East; thence along said South right-of-way line North 74°55'00" West 14.58 feet to a point on a line lying westerly of, parallel with and 9.00 feet distant at right angles from said West right-of-way line, and the **TRUE POINT OF BEGINNING**;

thence leaving said South right-of-way line and proceeding parallel to said West right-of-way line the following three (3) courses:

1. Southerly 168.96 feet along the arc of a non-tangent curve concave to the West having a radius of 236.00 feet, to which beginning a radial line bears North 51°48'49" East, through a central angle of 41°01'11";
2. South 02°50'00" West 69.09 feet;
3. Southerly 254.10 feet along the arc of a curve concave to the East having a radius of 334.00 feet through a central angle of 43°35'25" to a point on the southwesterly line of said City of Antioch land;

thence leaving said parallel line and proceeding along the southwesterly, non-tangent line of said City land North 66°50'00" West 327.18 feet to the southwest corner of said City land;

thence along the West line of said City land North 02°50'00" East 374.62 feet to a point on aforementioned South right-of-way line;

thence along said South right-of-way line South 74°55'00" East 160.42 feet to the Point of Beginning.

Containing 86,564 square feet (1.987 acres), more or less.

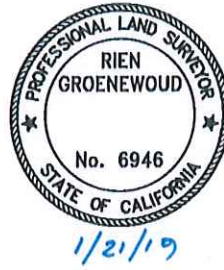
SUBJECT TO all easements and/or rights-of-way of record.

The Basis of Bearings for this description is North 02°50'00" East for the centerline of Fulton Shipyard Road, as shown on that certain map, filed for record on October 27, 1986 in Book 81 of Licensed Surveyor's Maps, at Page 7, Contra Costa County Records.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

This legal description was compiled from record data and is not based upon a field survey.

  
Rien Groenewoud, P.L.S. 6946





**ATTACHMENT B  
FORM OF GRANT DEED**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO, AND  
MAIL TAX STATEMENTS TO:

Delta Diablo  
2500 Pittsburg-Antioch Hwy  
Antioch, CA 94509  
Attn: General Manager

A.P.N.: 065-050-037 (Portion)

(Space Above Line for Recorder's Use Only)  
Exempt from recording fees – Government Code Section 27383

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_; CITY TRANSFER TAX \$ \_\_\_\_\_; SURVEY MONUMENT FEE \$ \_\_\_\_\_

- [        ] computed on the consideration or full value of property conveyed, OR  
[        ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[        ] unincorporated area; [ ] City of \_\_\_\_\_, and

**GRANT DEED**

FOR VALUE RECEIVED, CITY OF ANTIOCH (“Grantor”), grants to DELTA DIABLO, a sanitation district formed and existing under the County Sanitation District Act (“Grantee”), all that certain real property situated in the County of Contra Costa, State of California, described on Exhibit A and depicted on Exhibit B attached hereto and by this reference incorporated herein (the “Property”).

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of \_\_\_\_\_, 2018.

**GRANTOR:**

CITY OF ANTIOCH, a California municipal corporation

By: \_\_\_\_\_  
Ron Bernal  
City Manager

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain real property, being a portion of the lands granted in fee simple to the City of Antioch by Grant Deed, filed for record March 7, 1952 in Book 1902 of Official Records, Page 61, Contra Costa County Records, and situate in the southwest quarter of Section 18, Township 2 North, Range 2 East, Mount Diablo Meridian, City of Antioch, County of Contra Costa, State of California, being more particularly described as follows:

COMMENCING at the point of intersection of the South right-of-way line of the Atchison Topeka and Santa Fe Railroad (100 feet wide) and the West right-of-way line of Fulton Shipyard Road (50 feet wide), as described in the deed from Myrtle Bonslett, et al, to Contra Costa County, filed for record January 30, 1942 in Volume 632 of Official Records, at Page 250, Contra Costa County Records, from which point a radial line to a curve concave to the southwest having a radius of 245.00 feet bears North 54°32'53" East; thence along said South right-of-way line North 74°55'00" West 14.58 feet to a point on a line lying westerly of, parallel with and 9.00 feet distant at right angles from said West right-of-way line, and the **TRUE POINT OF BEGINNING**;

thence leaving said South right-of-way line and proceeding parallel to said West right-of-way line the following three (3) courses:

1. Southerly 168.96 feet along the arc of a non-tangent curve concave to the West having a radius of 236.00 feet, to which beginning a radial line bears North 51°48'49" East, through a central angle of 41°01'11";
2. South 02°50'00" West 69.09 feet;
3. Southerly 254.10 feet along the arc of a curve concave to the East having a radius of 334.00 feet through a central angle of 43°35'25" to a point on the southwesterly line of said City of Antioch land;

thence leaving said parallel line and proceeding along the southwesterly, non-tangent line of said City land North 66°50'00" West 327.18 feet to the southwest corner of said City land;

thence along the West line of said City land North 02°50'00" East 374.62 feet to a point on aforementioned South right-of-way line;

thence along said South right-of-way line South 74°55'00" East 160.42 feet to the Point of Beginning.

Containing 86,564 square feet (1.987 acres), more or less.

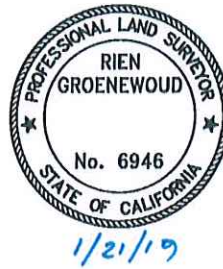
SUBJECT TO all easements and/or rights-of-way of record.

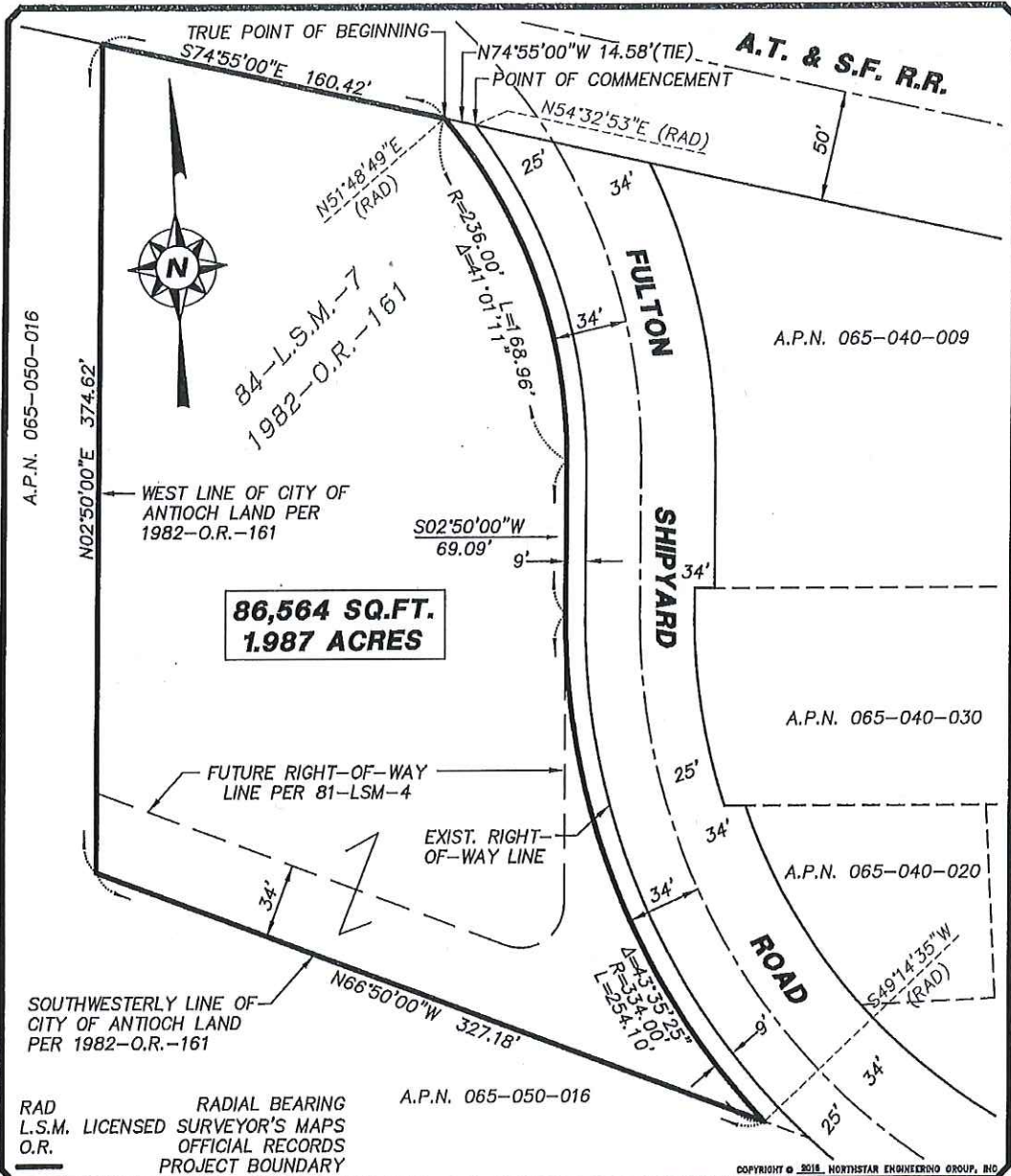
The Basis of Bearings for this description is North 02°50'00" East for the centerline of Fulton Shipyard Road, as shown on that certain map, filed for record on October 27, 1986 in Book 81 of Licensed Surveyor's Maps, at Page 7, Contra Costa County Records.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

This legal description was compiled from record data and is not based upon a field survey.

  
Rien Groenewoud, P.L.S. 6946





RAD RADIAL BEARING  
 L.S.M. LICENSED SURVEYOR'S MAPS  
 O.R. OFFICIAL RECORDS  
 PROJECT BOUNDARY

COPYRIGHT © 2018, NORTHSTAR ENGINEERING GROUP, INC

**NorthStar**  
**Engineering Group, Inc.**  
 • CIVIL ENGINEERING • SURVEYING • PLANNING •  
 620 12th Street Modesto, CA 95354  
 (209) 524-3525 Phone (209) 524-3526 Fax

**PLAT TO ACCOMPANY**  
**LEGAL DESCRIPTION**  
**EXHIBIT 'B'**  
 BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 18,  
 TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN  
**ANTIOCH CONTRA COSTA COUNTY CALIFORNIA**

JOB:	J18-2304
DATE:	01/18/19
SCALE:	1"=60'
DRAWN:	RG
DESIGN:	RG
CHK'D:	RG
SHEET	<b>01</b>
	OF 01

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**CERTIFICATE OF ACCEPTANCE**

Pursuant to Section 27281 of the  
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2019, from the CITY OF ANTIOCH, a municipal corporation, as GRANTOR thereunder, and DELTA DIABLO, a sanitation district organized under the County Sanitation District Act, as GRANTEE thereunder, is hereby accepted by the undersigned officer on behalf of DELTA DIABLO pursuant to the authority conferred by authority of DELTA DIABLO's governing body at its regular meeting on January 9, 2019, and the GRANTEE consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2019

By \_\_\_\_\_  
Vincent De Lange  
General Manager

**ATTACHMENT C**

Recorded at the request of:  
City of Antioch

Return to:  
City of Antioch  
Attn: City Manager  
200 H Street  
Antioch, CA 94509

---

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Assessor's Parcel No. 065-050-037

**GRANT OF SEWER PIPELINE EASEMENT**

**THIS INDENTURE**, made by and between DELTA DIABLO, a sanitation district organized under the County Sanitation District Act, hereinafter called the GRANTOR, and the CITY OF ANTIOCH, a municipal corporation, hereinafter called the GRANTEE,

**WITNESSETH:**

For valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR hereby grants to the GRANTEE, and its successors and assigns, a perpetual underground sewer pipeline easement to construct, reconstruct, operate, maintain, repair, and replace underground sewer pipelines, and all improvements appurtenant thereto, (together, "Pipelines" and each a "Pipeline") in and under GRANTOR's real property ("Property") in the County of Contra Costa, State of California, described as follows (the "Easement Area"):

**FOR DESCRIPTION SEE EXHIBIT "A", ATTACHED HERETO.  
SEE EXHIBIT "B" FOR A DEPICTION.**

GRANTEE shall be responsible for constructing, reconstructing, operating, maintaining, repairing, and replacing the Pipelines within the Easement Area up to the Pipelines' point or points of connection with GRANTOR's Antioch Pump Station facility on the Property.

GRANTEE shall provide the GRANTOR notice at least two (2) business days prior to entering the Easement Area. However, if GRANTEE requires access to the Easement Area to respond to an emergency that presents a risk of damage to persons or property, GRANTEE shall provide the GRANTOR notice as soon as practicable under the circumstances, but in no case later than twenty-four (24) hours after first entering the Easement Area to respond to the emergency.

GRANTEE shall indemnify, defend, and hold harmless GRANTOR, its officers, employees, and

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contractors from all damages, claims, liabilities, fines, fees (including attorney's fees), costs, and expenses (collectively, "Liabilities"), to the extent that the Liabilities arise from or are related to GRANTEE's occupancy or use of the Easement Area, or GRANTEE's construction, reconstruction, operation, maintenance, repair, or replacement of any Pipeline.

**TO HAVE AND TO HOLD**, all and singular, the rights above described unto the GRANTEE and the GRANTEE's successors and assigns forever.

**IN WITNESS WHEREOF**, the GRANTOR has executed this indenture this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Vincent De Lange  
General Manager

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain real property, being a portion of the lands granted in fee simple to the City of Antioch by Grant Deed, filed for record March 7, 1952 in Book 1982 of Official Records, Page 161, Contra Costa County Records, and situate in the southwest quarter of Section 18, Township 2 North, Range 2 East, Mount Diablo Meridian, City of Antioch, County of Contra Costa, State of California, being more particularly described as follows:

EASEMENT 1:

A strip of land 10.00 feet wide, the centerline of which is more particularly described as follows:

COMMENCING at the point of intersection of the South right-of-way line of the Atchison Topeka and Santa Fe Railroad (100 feet wide) and the West right-of-way line of Fulton Shipyard Road (50 feet wide), as described in the deed from Myrtle Bonslett, et al, to Contra Costa County, filed for record January 30, 1942 in Volume 632 of Official Records, at Page 250, Contra Costa County Records, from which point a radial line to a curve concave to the southwest having a radius of 245.00 feet bears North 54°32'53" East; thence along said South right-of-way line North 74°55'00" West 175.00 feet to the northwest corner of said City land; thence along the West line of said City land South 02°50'00" West 218.53 feet to the TRUE POINT OF BEGINNING;

thence leaving said West line and proceeding South 74°23'32" East 87.12 feet to a point hereby designated as Point 'A';  
thence continuing South 74°23'32" East 18.07 feet;  
thence South 13°56'22" West 50.49 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 800.00 feet, to which beginning a radial line bears South 54°29'45" West;  
thence southeasterly 267.37 feet along the arc of said curve through a central angle of 19°08'56" to a point on a line lying westerly of, parallel with and 9.00 feet distant at right angles from said West right-of-way line and the terminal point of this description. The sidelines of said strip to be shortened or lengthened to terminate at said West line and said parallel line.

EASEMENT 2:

TOGETHER WITH a strip of land 10.00 feet wide, the centerline of which is more particularly described as follows:

BEGINNING at aforementioned Point 'A';  
thence South 47°40'02" West 120.51 feet to a point on said West line and the terminal point of this description. The sidelines of said strip to be shortened or lengthened to terminate at said West line.

EASEMENT 3:

ALSO TOGETHER WITH a strip of land 10.00 feet wide, the centerline of which is more particularly described as follows:

BEGINNING at aforementioned Point 'A';  
thence South 35°32'32" East 291.02 feet to a point hereby designated as Point 'B';  
thence South 67°08'26" East 33.13 feet to a point on a line lying westerly of, parallel with  
and 9.00 feet distant at right angles from said West right-of-way line and the terminal  
point of this description. The sidelines of said strip to be shortened or lengthened to  
terminate at said parallel line.

EASEMENT 4:

ALSO TOGETHER WITH a strip of land 10.00 feet wide, the centerline of which is more particularly described as follows:

BEGINNING at aforementioned Point 'B';  
thence North 03°23'27" East 30.18 feet to a point on a line lying westerly of, parallel with  
and 9.00 feet distant at right angles from said West right-of-way line and the terminal  
point of this description. The sidelines of said strip to be shortened or lengthened to  
terminate at said parallel line.

EASEMENT 5:

ALSO TOGETHER WITH a strip of land 10.00 feet wide, the centerline of which is more particularly described as follows:

BEGINNING at a point on a line lying westerly of, parallel with and 9.00 feet distant at  
right angles from said West right-of-way line, from which the point of intersection of the  
South right-of-way line of the Atchison Topeka and Santa Fe Railroad (100 feet wide)  
and said West right-of-way line bears North 64°26'40" East 9.14 feet;  
thence South 40°36'07" West 32.11 feet to a point hereby designated as Point 'C' and  
the terminal point of this description.  
The sidelines of said strip to be shortened or lengthened to terminate at said parallel  
line.

EASEMENT 6:

ALSO TOGETHER WITH a strip of land 10.00 feet wide, the centerline of which is more particularly described as follows:

BEGINNING at aforementioned Point 'C';  
thence South 88°33'51" East 36.85 feet to a point on a line lying westerly of, parallel with  
and 9.00 feet distant at right angles from said West right-of-way line, and the terminal  
point of this description.  
The sidelines of said strip to be shortened or lengthened to terminate at said parallel  
line.

SUBJECT TO all easements and/or rights-of-way of record.

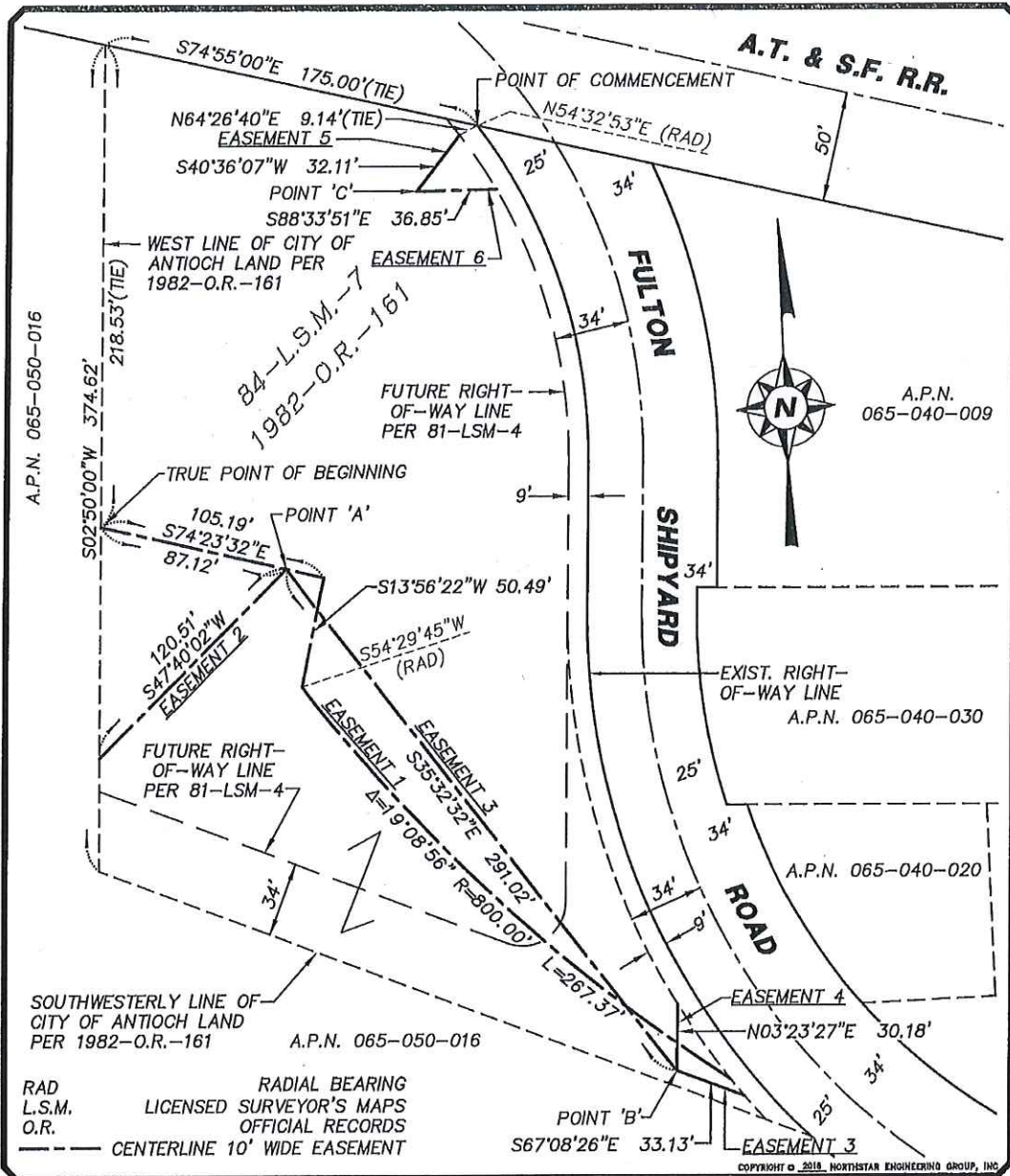
The Basis of Bearings for this description is North 02°50'00" East for the centerline of Fulton Shipyard Road, as shown on that certain map, filed for record on October 27, 1986 in Book 81 of Licensed Surveyor's Maps, at Page 7, Contra Costa County Records.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

This legal description was compiled from record data and is not based upon a field survey.

  
Rien Groenewoud, P.L.S. 6946





<p> <b>North Star</b>  <b>Engineering Group, Inc.</b>            • CIVIL ENGINEERING • SURVEYING • PLANNING •            620 12th Street Modesto, CA 95354            (209) 524-3525 Phone (209) 524-3526 Fax         </p>	<b>PLAT TO ACCOMPANY          LEGAL DESCRIPTION          EXHIBIT 'B'</b>	Job# J18-2304 DATE: 01/21/19 SCALE: 1"=60' DRAWN: RG DESIGN: RG CHECK'D: RG
	BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN	
	<b>ANTIOCH CONTRA COSTA COUNTY CALIFORNIA</b>	
	SHEET <b>01</b> OF 01	

**CERTIFICATE OF ACCEPTANCE**

Pursuant to Section 27281 of the  
California Government Code

This is to certify that the interest in real property conveyed by the Grant of Sewer Pipeline Easement dated \_\_\_\_\_, 2019, from DELTA DIABLO, a sanitation district organized under the County Sanitation District Act, as GRANTOR thereunder, and the CITY OF ANTIOCH, a municipal corporation, as GRANTEE thereunder, is hereby accepted by the undersigned officer on behalf of CITY OF ANTIOCH pursuant to the authority conferred by Resolution No. \_\_\_\_\_, adopted by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

**ATTACHMENT D**

Recorded at the request of:

City of Antioch

Return to:

City of Antioch

Attn: City Manager

200 H Street

Antioch, CA 94509

---

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX  
PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Assessor's Parcel No. 065-050-037

**GRANT OF MAINTENANCE EASEMENTS**

**THIS INDENTURE**, made by and between DELTA DIABLO, a sanitation district organized under the County Sanitation District Act, hereinafter called the GRANTOR, and the CITY OF ANTIOCH, a municipal corporation, hereinafter called the GRANTEE,

**WITNESSETH:**

For valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR hereby grants to the GRANTEE, and its successors and assigns, a perpetual maintenance easement, upon, over, and across GRANTOR's real property ("Property") in the County of Contra Costa, State of California, to access and maintain GRANTEE's sewer pipelines in adjacent underground sewer pipeline easements, described as follows (the "Easement Area"):

**FOR DESCRIPTION SEE EXHIBIT "A", ATTACHED HERETO.  
SEE EXHIBIT "B" FOR A DEPICTION.**

GRANTEE shall provide the GRANTOR notice at least two (2) business days prior to entering the Easement Area. However, if GRANTEE requires access to the Easement Area to respond to an emergency that presents a risk of damage to persons or property, GRANTEE shall provide the GRANTOR notice as soon as practicable under the circumstances, but in no case later than twenty-four (24) hours after first entering the Easement Area to respond to the emergency.

GRANTEE shall indemnify, defend, and hold harmless GRANTOR, its officers, employees, and contractors from all damages, claims, liabilities, fines, fees (including attorney's fees), costs, and expenses (collectively, "Liabilities"), to the extent that the Liabilities arise from or are related to GRANTEE's occupancy or use of the Easement Area.

**TO HAVE AND TO HOLD**, all and singular, the rights above described unto the GRANTEE and the GRANTEE's successors and assigns forever.

**IN WITNESS WHEREOF**, the GRANTOR has executed this indenture this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Vincent De Lange  
General Manager

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain real property, being a portion of the lands granted in fee simple to the City of Antioch by Grant Deed, filed for record March 7, 1952 in Book 1982 of Official Records, Page 161, Contra Costa County Records, and situate in the southwest quarter of Section 18, Township 2 North, Range 2 East, Mount Diablo Meridian, City of Antioch, County of Contra Costa, State of California, being more particularly described as follows:

**EASEMENT 1:**

A strip of land 20.00 feet wide, the centerline of which is more particularly described as follows:

COMMENCING at the point of intersection of the South right-of-way line of the Atchison Topeka and Santa Fe Railroad (100 feet wide) and the West right-of-way line of Fulton Shipyard Road (50 feet wide), as described in the deed from Myrtle Bonslett, et al, to Contra Costa County, filed for record January 30, 1942 in Volume 632 of Official Records, at Page 250, Contra Costa County Records, from which point a radial line to a curve concave to the southwest having a radius of 245.00 feet bears North 54°32'53" East; thence along said South right-of-way line North 74°55'00" West 175.00 feet to the northwest corner of said City land; thence along the West line of said City land South 02°50'00" West 218.53 feet to the **TRUE POINT OF BEGINNING**;

thence leaving said West line and proceeding South 74°23'32" East 87.12 feet to a point hereby designated as Point 'A';  
thence continuing South 74°23'32" East 18.07 feet;  
thence South 13°56'22" West 50.49 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 800.00 feet, to which beginning a radial line bears South 54°29'45" West;  
thence southeasterly 267.37 feet along the arc of said curve through a central angle of 19°08'56" to a point on a line lying westerly of, parallel with and 9.00 feet distant at right angles from said West right-of-way line and the terminal point of this description. The sidelines of said strip to be shortened or lengthened to terminate at said West line and said parallel line.

**EASEMENT 2:**

TOGETHER WITH a strip of land 20.00 feet wide, the centerline of which is more particularly described as follows:

BEGINNING at aforementioned Point 'A';  
thence South 47°40'02" West 120.51 feet to a point on said West line and the terminal point of this description. The sidelines of said strip to be shortened or lengthened to terminate at said West line.



EASEMENT 3:

ALSO TOGETHER WITH a strip of land 20.00 feet wide, the centerline of which is more particularly described as follows:

BEGINNING at aforementioned Point 'A';  
thence South 35°32'32" East 291.02 feet to a point hereby designated as Point 'B';  
thence South 67°08'26" East 33.13 feet to a point on a line lying westerly of, parallel with  
and 9.00 feet distant at right angles from said West right-of-way line and the terminal  
point of this description. The sidelines of said strip to be shortened or lengthened to  
terminate at said parallel line.

EASEMENT 4:

ALSO TOGETHER WITH a strip of land 20.00 feet wide, the centerline of which is more particularly described as follows:

BEGINNING at aforementioned Point 'B';  
thence North 03°23'27" East 30.18 feet to a point on a line lying westerly of, parallel with  
and 9.00 feet distant at right angles from said West right-of-way line and the terminal  
point of this description. The sidelines of said strip to be shortened or lengthened to  
terminate at said parallel line.

EASEMENT 5:

ALSO TOGETHER WITH a strip of land 20.00 feet wide, the centerline of which is more particularly described as follows:

BEGINNING at a point on a line lying westerly of, parallel with and 9.00 feet distant at  
right angles from said West right-of-way line, from which the point of intersection of the  
South right-of-way line of the Atchison Topeka and Santa Fe Railroad (100 feet wide)  
and said West right-of-way line bears North 64°26'40" East 9.14 feet;  
thence South 40°36'07" West 32.11 feet to a point hereby designated as Point 'C' and  
the terminal point of this description.  
The sidelines of said strip to be shortened or lengthened to terminate at said parallel  
line.

EASEMENT 6:

ALSO TOGETHER WITH a strip of land 20.00 feet wide, the centerline of which is more particularly described as follows:

BEGINNING at aforementioned Point 'C';  
thence South 88°33'51" East 36.85 feet to a point on a line lying westerly of, parallel with  
and 9.00 feet distant at right angles from said West right-of-way line, and the terminal  
point of this description.  
The sidelines of said strip to be shortened or lengthened to terminate at said parallel  
line.

SUBJECT TO all easements and/or rights-of-way of record.

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The Basis of Bearings for this description is North 02°50'00" East for the centerline of Fulton Shipyard Road, as shown on that certain map, filed for record on October 27, 1986 in Book 81 of Licensed Surveyor's Maps, at Page 7, Contra Costa County Records.

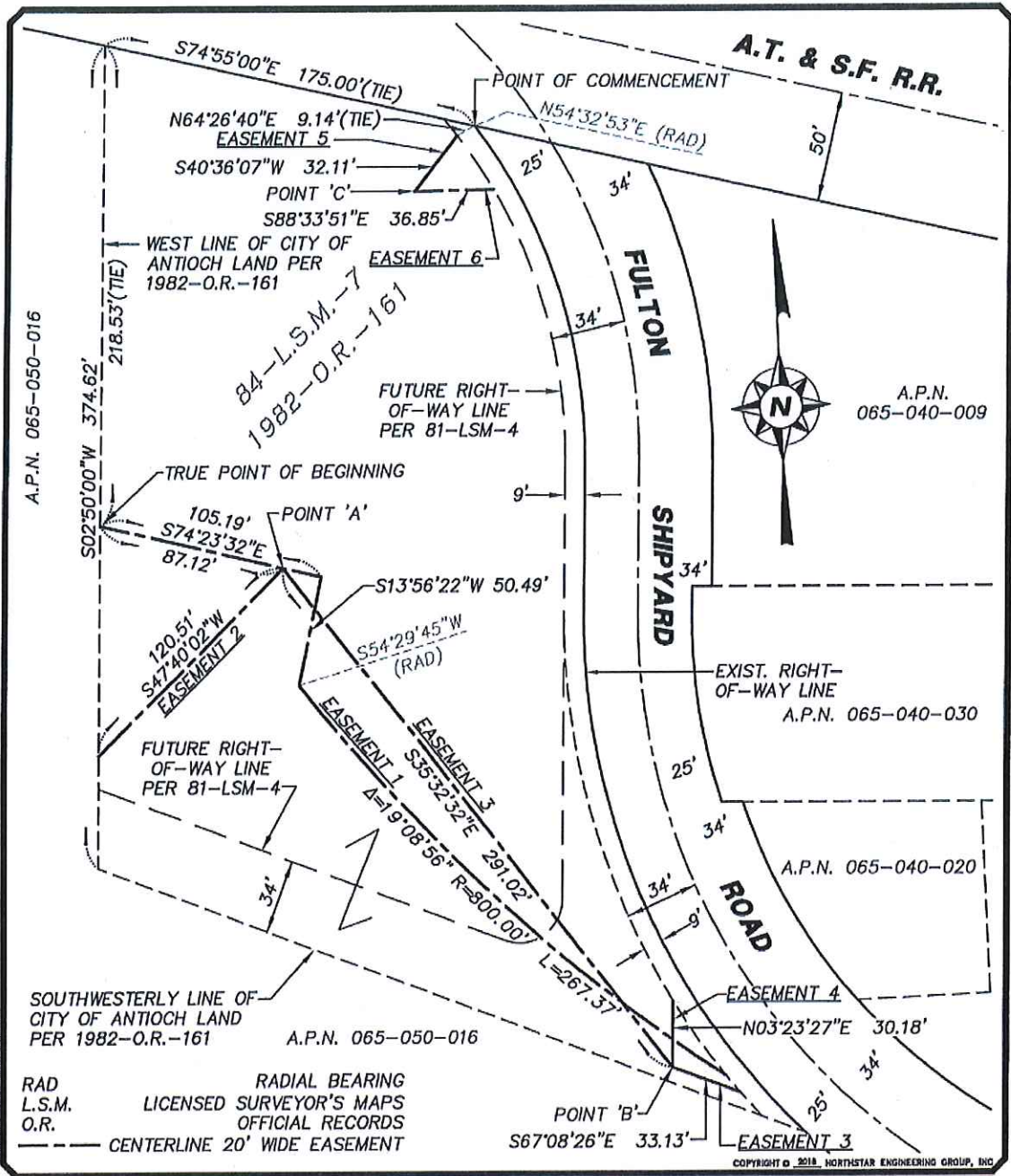
All as shown on EXHIBIT "D" attached hereto and by this reference made a part hereof.

This legal description was compiled from record data and is not based upon a field survey.

  
Rien Groenewoud, P.L.S. 6946



1/23/19



RAD L.S.M. O.R. CENTERLINE 20' WIDE EASEMENT  
 RADIAL BEARING LICENSED SURVEYOR'S MAPS OFFICIAL RECORDS  
 NORTHSTAR ENGINEERING GROUP, INC.

<p><b>NorthStar</b> Engineering Group, Inc.</p> <p>CIVIL ENGINEERING • SURVEYING • PLANNING          620 12th Street Modesto, CA 95354          (209) 524-3525 Phone (209) 524-3526 Fax</p>	<p><b>PLAT TO ACCOMPANY LEGAL DESCRIPTION EXHIBIT 'B'</b></p> <p>BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN <b>ANTIOCH CONTRA COSTA COUNTY CALIFORNIA</b></p>		<p>JOB: J18-2304          DATE: 01/21/19          SCALE: 1"=60'          DRAWN: RG          DESIGN: RG          CHECKED: RG</p>
	<p><b>01</b> of 01</p>		<p>SHEET</p>

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**CERTIFICATE OF ACCEPTANCE**

Pursuant to Section 27281 of the  
California Government Code

This is to certify that the interest in real property conveyed by the Grant of Maintenance Easement dated \_\_\_\_\_, 2019, from DELTA DIABLO, a sanitation district organized under the County Sanitation District Act, as GRANTOR thereunder, and the CITY OF ANTIOCH, a municipal corporation, as GRANTEE thereunder, is hereby accepted by the undersigned officer on behalf of CITY OF ANTIOCH pursuant to the authority conferred by Resolution No. \_\_\_\_\_, adopted by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2019 \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Title)

**ATTACHMENT E**

**TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS**

This form is provided so that the Buyer and/or Seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the Escrow Agent and/or Buyer. Buyer ("Transferee") must retain a copy of this document until after the fifth taxable year following the transfer.

Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certifies the following on behalf of \_\_\_\_\_ ("Transferor"):

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
2. The Transferor is not a disregarded entity as defined in Income Tax Regulation Section 1.1445-2(b)(2)(iii).
3. The Transferor's U.S. employer or tax identification number is \_\_\_\_\_.
4. The Transferor's office address is \_\_\_\_\_.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: \_\_\_\_\_, 20\_\_

TRANSFEROR:

\_\_\_\_\_

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

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

Its: \_\_\_\_\_



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

**SUBMITTED BY:** Jeff Cook, Collections Superintendent *JC*

**APPROVED BY:** Jon Blank, Public Works Director/City Engineer *JB*

**SUBJECT:** Resolution Terminating Maintenance Agreement with Pacific Coast Landscape Management, Inc.

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### RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution terminating maintenance agreements with Pacific Coast Landscape Management, Inc. of Byron for failure to perform.

### STRATEGIC PURPOSE

This action is essential to Strategy K-1, ensuring well maintained public facilities, rights-of-way and parks, in that the City of Antioch continually strives to enhance its assets and use of resources to improve the beauty and desirability of its significant landscaped areas, and maintain a culture of cleanliness.

### FISCAL IMPACT

There are no impacts associated with this action as the funds will be retained in the channel maintenance operation budget and applied to the new vendor/s this fiscal year.

### DISCUSSION

The City augments City staff using on-call maintenance agreements. Public Works advertised for a 3-Person Storm System Maintenance Crew on May 5, 2016. Bids were received and Pacific Coast Landscape Management, Inc. was determined to be the lowest responsible bidder. City Council approved an agreement with Pacific Coast Landscape Management, Inc. on April 14, 2016 in an amount not to exceed \$742,983.80 (Attachment B).

The 3-Person Storm System Maintenance Crew performs professional storm channel maintenance services at various locations based on an 8-hour day, and on a seasonal "as needed" basis. The City is allowed by State Department of Fish and Wildlife to do channel maintenance work between April 15 and October 31 of each year.

Staff is recommending early termination of the maintenance agreement as the contractor has not been able to meet production goals and has consistently been unable to provide a fully staffed crew as set forth in the agreement. This agreement expires May 5, 2019.

If approved, Staff will rebid this work and recommend that City Council award a new contract by April 15, 2019.

**ATTACHMENTS**

- A. Resolution
- B. Terminated Agreement

**ATTACHMENT "A"**

**RESOLUTION NO. 2019/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TERMINATING THE 3-PERSON STORM SYSTEM MAINTENANCE CREW  
AGREEMENT WITH PACIFIC COAST LANDSCAPE MANAGEMENT, INC.**

**WHEREAS**, The City awarded the 3-Person Storm System Maintenance Crew agreement to Pacific Coast Landscape Management, Inc. on April 14, 2016, and

**WHEREAS**, Pacific Coast Landscape Management, Inc. has not met the City's performance standards.

**THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the termination of the 3 Person Storm System Maintenance Crew agreement with Pacific Coast Landscape Management, Inc. effective February 6, 2019.

\* \* \* \* \*

**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 5<sup>th</sup> of February 2019 by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

---

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



## ATTACHMENT "B"

### MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2016 between **PACIFIC COAST LANDSCAPE MANAGEMENT, INC.** ("Contractor"), whose address is **P.O. BOX 757, Byron, CA 94514** and telephone number is **925-513-2310** and the **CITY OF ANTIOCH**, a municipal corporation ("City").

#### RECITALS

A. Contractor is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Services to be Performed.** The work will consist of providing **3-Person Storm System Maintenance Crew Services** for the City of Antioch to various locations as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.

2. **Compensation.** The total compensation under this Agreement shall not exceed the amounts and details set forth in Exhibit B, which is attached and incorporated to the extent consistent with this Agreement.

3. **Term.** The term of this Agreement will expire on **June 30, 2021**.

4. **Method of Payment.** Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.

5. **Indemnification.** Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

6. **Insurance.** During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A-VII unless otherwise accepted by the City in writing:

a. Commercial General Liability (CGL):

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

7. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. **Warranty Against Defects.** Contractor warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Contractor's standard warranty, Contractor shall be solely responsible for the correction of those defects.

9. **Labor Code Prevailing Wage.** To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. **Notices.** This Agreement shall be administered by Mark Harris, Operations Supervisor ("Contract Administrator"). Any formal written notice to Contractor shall be sent to:

Al Beltran, Owner/President  
P.O. Box 757  
Byron, CA 94514

Any formal written notice to City shall be sent to:  
City Manager  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

11. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or work completed when notice is received. Contractor may not terminate this Agreement.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.

Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

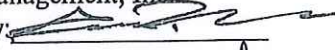
i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF ANTIOCH:

By:   
Steven Duran, City Manager

CONTRACTOR:  
Pacific Coast Landscape  
Management, Inc.

By: 

Title: President

By: 


Title: Controller

(Second signature required if a corporation)

ATTEST:

  
Arne Simonsen, City Clerk of City of Antioch

APPROVED AS TO FORM:

  
Michael G. Vigilia, City Attorney



B6

**IV BID SUBMITTAL WORK SHEET - BID NO. 988-0420-16D**

Your Company Name: Pacific Coast Landscape

Contact Name: Al Beltran

Contact Phone: 925-525-8277 (cell)

Contact Email: albeltran@pacificcoastlandscape.net

*Please provide the following information for Years 1 – 3:*

- Total cost for an 8-hour day from July 1, 2016 to June 30, 2017 549.12
- Total cost for an 8-hour day from July 1, 2017 to June 30, 2018 560.10
- Total cost for an 8-hour day from July 1, 2018 to June 30, 2019 571.30

*If an extension is approved, information will be needed for Years 4 – 5.*

*Please provide information for Years 4 – 5 also:*

- Total cost for an 8-hour day from July 1, 2019 to June 30, 2020 582.73
- Total cost for an 8-hour day from July 1, 2020 to June 30, 2021 594.38

City of Antioch

PROJECT TITLE  
Bid No. 988-0420-16D

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

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

Does proposed bid conform to all requirements listed in this document and drawings? Yes  No

If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) \_\_\_\_\_

Company Name Pacific Coast Landscape

Contact Name Al Beltran

Title Owner

Address Po Box 757

City/State/Zip Byron Ca 94514

Telephone 925-513-2310 FAX 925-513-2311

Email Address albeltran@pacificcoastlandscape.net

Contractor's License No. 733949 Exp. Date 7/31/2017

City of Antioch Business License No. 3003672 Exp. Date 10/31/2016

Signature  Date May 3, 2016

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

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH  
PUBLIC WORKS  
BID NO. 988-0420-16D  
1201 W 4<sup>TH</sup> STREET  
ANTIOCH, CA 94509

B8





## EXHIBIT B

**BID TITLE:** 3-Person Storm System Maintenance  
Crew Services - Various Locations

**BID NO.:** 988-0420-16D

**SELECTED/LOWEST BIDDER:** Pacific Coast Landscape Management,  
Inc.

**PRESIDENT/OWNER:** Al Beltran

**ADDRESS:** P.O. Box 757, Byron, CA 94514

**TELEPHONE:** 925-513-2310

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Bids for Pacific Coast Landscape Management, Inc. were submitted as follows:

<b>PERIOD (Fiscal Year):</b>	<i>(Not to Exceed)</i> 8-hour day Amount	<i>(Not to Exceed)</i> Annual Amount
- Year 1, July 1, 2016 to June 30, 2017	\$549.12	\$142,771.20
- Year 2, July 1, 2017 to June 30, 2018	\$560.10	\$145,626.00
- Year 3, July 1, 2018 to June 30, 2019	\$571.30	\$148,538.80
- Year 4, July 1, 2019 to June 30, 2020	\$582.73	\$151,509.80
- Year 5, July 1, 2020 to June 30, 2021	\$594.38	\$154,538.80

**TOTAL COST: \$742,983.80**

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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

**SUBMITTED BY:** Tracy Tope, Assistant Engineer *AT*

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

**APPROVED BY:** Jon Blank, Public Works Director/City Engineer *JB*

**SUBJECT:** Application to the Metropolitan Transportation Commission to Obtain a Transportation Development Act Grant for the Mokelumne Trail Bicycle Path Improvements (P.W. 404-11)

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### RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution to:

1. Amend the fiscal year 2018/2019 Capital Improvements Budget with Gas Tax Funds for the Mokelumne Trail Bicycle Path Improvements by \$30,000; and
2. Authorize the City Manager to submit to Metropolitan Transportation Commission (MTC) requesting an allocation of the Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle project funds in the amount of \$120,000 for Mokelumne Trail Bicycle Path Improvements.

### STRATEGIC PURPOSE

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

### FISCAL IMPACT

This action will amend the fiscal year 2018/2019 Capital Improvements Budget to include \$30,000 of Gas Tax Funds for the Mokelumne Trail Bicycle Path Improvements and authorize the City to apply for \$120,000 in grant funding from the MTC TDA Article 3 Pedestrian/Bicycle project fund. The cost of design, construction, engineering, inspection, testing and contract administration of this project is estimated to be \$150,000.

### DISCUSSION

The current sidewalk along the east side of Hillcrest Avenue between the East Bay Municipal Utility District (EBMUD) right-of-way and Lone Tree Way, which the Mokelumne Aqueduct Trail follows up to the Lone Tree Way intersection as it transitions across these two arterial streets, is currently only five feet (5') wide. This is sufficient for a quiet residential street, but is inadequate to handle the expected increase in bicycle and pedestrian traffic that planners are expecting to be generated along the Mokelumne Aqueduct Trail once the bridge across Highway 4 opens. Members of the Countywide

Bicycle Advisory Committee (CBAC) have recommended the widening of this sidewalk to ten feet (10') to meet these future capacity needs.

Staff is recommending the City submit an application requesting an allocation of the TDA Article 3 Pedestrian/Bicycle project funds for the Mokelumne Aqueduct Trail Improvements. The proposed project will consist of widening the sidewalk to a width of ten feet (10') in order to improve usability ahead of anticipated increase in ridership due to future highway 4 bridge and eBART extension in Brentwood.

The MTC requested that the project sponsor submit a council resolution supporting and approving the application for federal funding for this project.

**ATTACHMENTS**

A: Resolution

**ATTACHMENT "A"**

**RESOLUTION NO. 2019/\*\***

**RESOLUTION OF LOCAL SUPPORT AND AUTHORIZING THE FILING  
OF A GRANT APPLICATION TO MTC REQUESTING AN ALLOCATION OF  
THE 2019 TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3  
MOKELUMNE AQUEDUCT TRAIL IMPROVEMENTS**

**WHEREAS**, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

**WHEREAS**, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

**WHEREAS**, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

**WHEREAS**, the City of Antioch desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Exhibit A to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it

**RESOLVED**, that the City of Antioch declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

**RESOLVED**, that there is no pending or threatened litigation that might adversely affect the project or projects described in Exhibit A to this resolution, or that might impair the ability of the City of Antioch to carry out the project; and furthermore, be it

**RESOLVED**, that the project has been reviewed by the Countywide Bicycle Advisory Committee (CBAC) of Contra Costa County on December 10, 2018; and furthermore, be it

**RESOLVED**, that the City of Antioch attests to the accuracy of and approves the statements in Exhibit A to this resolution; and furthermore, be it

**RESOLVED**, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Contra Costa County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

AI

**RESOLUTION NO. 2019/\*\***

February 5, 2019

Page 2

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 5<sup>th</sup> day of February 2019, by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

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

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## EXHIBIT "A"

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2019 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

### Findings

1. That the City of Antioch is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Antioch legally impeded from undertaking the project(s) described in Exhibit A of this resolution.
2. That the City of Antioch has committed adequate staffing resources to complete the project(s) described in Exhibit A.
3. A review of the project(s) described in Exhibit A has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Exhibit A have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Exhibit A comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Exhibit A, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Exhibit A are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Antioch within the prior five fiscal years.
8. That the project(s) described in Exhibit A is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Exhibit A that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Exhibit A will be completed before the funds expire.
11. That City of Antioch agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Exhibit A, for the benefit of and use by the public.

## TDA Article 3 Project Application Form

Fiscal Year of this Claim: 2019-2020 Applicant: City of Antioch

Contact person: Tracy Tope

Mailing Address: P.O. Box 5007, Antioch, CA 94531-5007

E-Mail Address: [tope@ci.antioch.ca.us](mailto:tope@ci.antioch.ca.us) Telephone: 925-779-6130

Secondary Contact (in event primary not available): Scott Buenting

E-Mail Address: [Sbuenting@ci.antioch.ca.us](mailto:Sbuenting@ci.antioch.ca.us) Telephone: 925-779-6129

**Short Title Description of Project: Mokelumne Aqueduct Trail Improvements**

Amount of claim: \$ 120,000

**Functional Description of Project:**

This project would widen the sidewalk on the eastern side of Hilcrest Avenue between Mokelumne Aqueduct Trail and Lone Tree Way to a width of ten feet provided that fencing within EBMUD right of way can be relocated. This work would be built in anticipation of the increased traffic due to the future bridge that will cross Highway 4 connecting the trail to the planned e-BART expansion in Brentwood. This project will also smooth the transition from trail to sidewalk, creating a more comfortable ride and increasing usability for riders of all skill level.

**Financial Plan:**

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

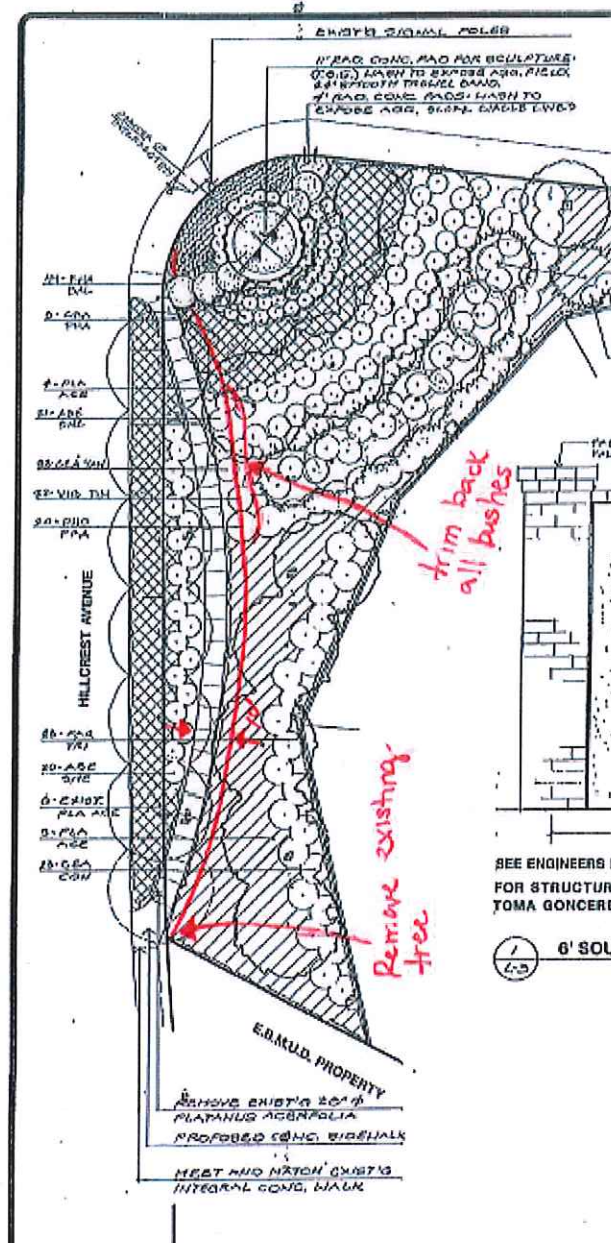
**Project Elements:** This project includes excavation, removing and replacing existing sidewalk, removal of trees and shrubbery and relocation of existing irrigation system and East Bay Regional Park fence (upon approval).

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3					
list all other sources: Local match: \$30,000					
1. ROW, Mobilization, Traffic Control		\$25,000			\$25,000
2. Clear and Grub		\$10,000			\$10,000
3. Irrigation Relocation		\$25,000			\$25,000
4. Sidewalk Construction		\$90,000			\$90,000
<b>Totals</b>		<b>\$150,000</b>			<b>\$150,000</b>

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). February 5, 2019	No
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	No
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: <a href="http://www.dot.ca.gov">http://www.dot.ca.gov</a> ).	Yes
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: 12/10/2018	Yes
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	No
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) May 2020	Yes
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: )	Yes

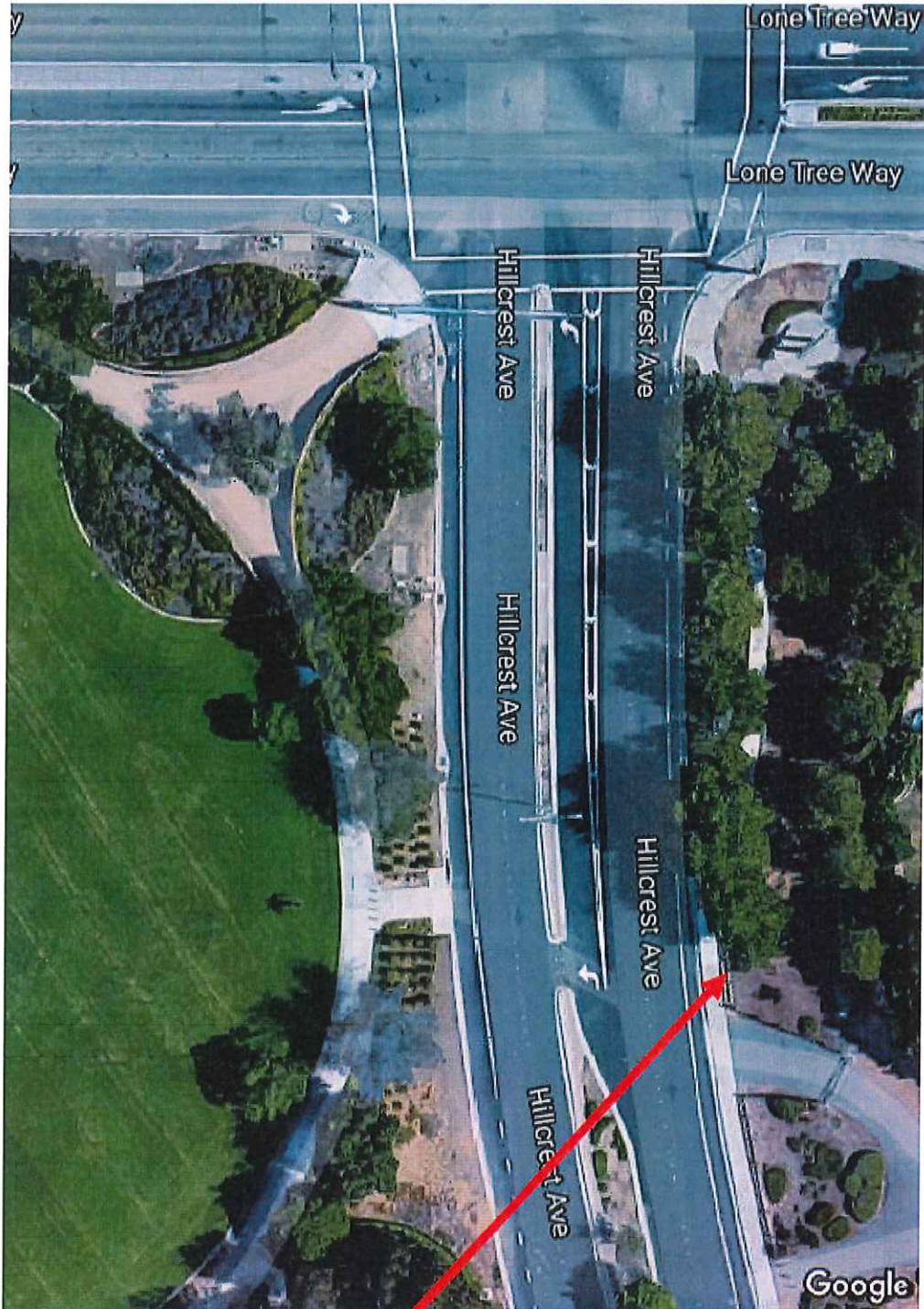
A4

# Site Plan

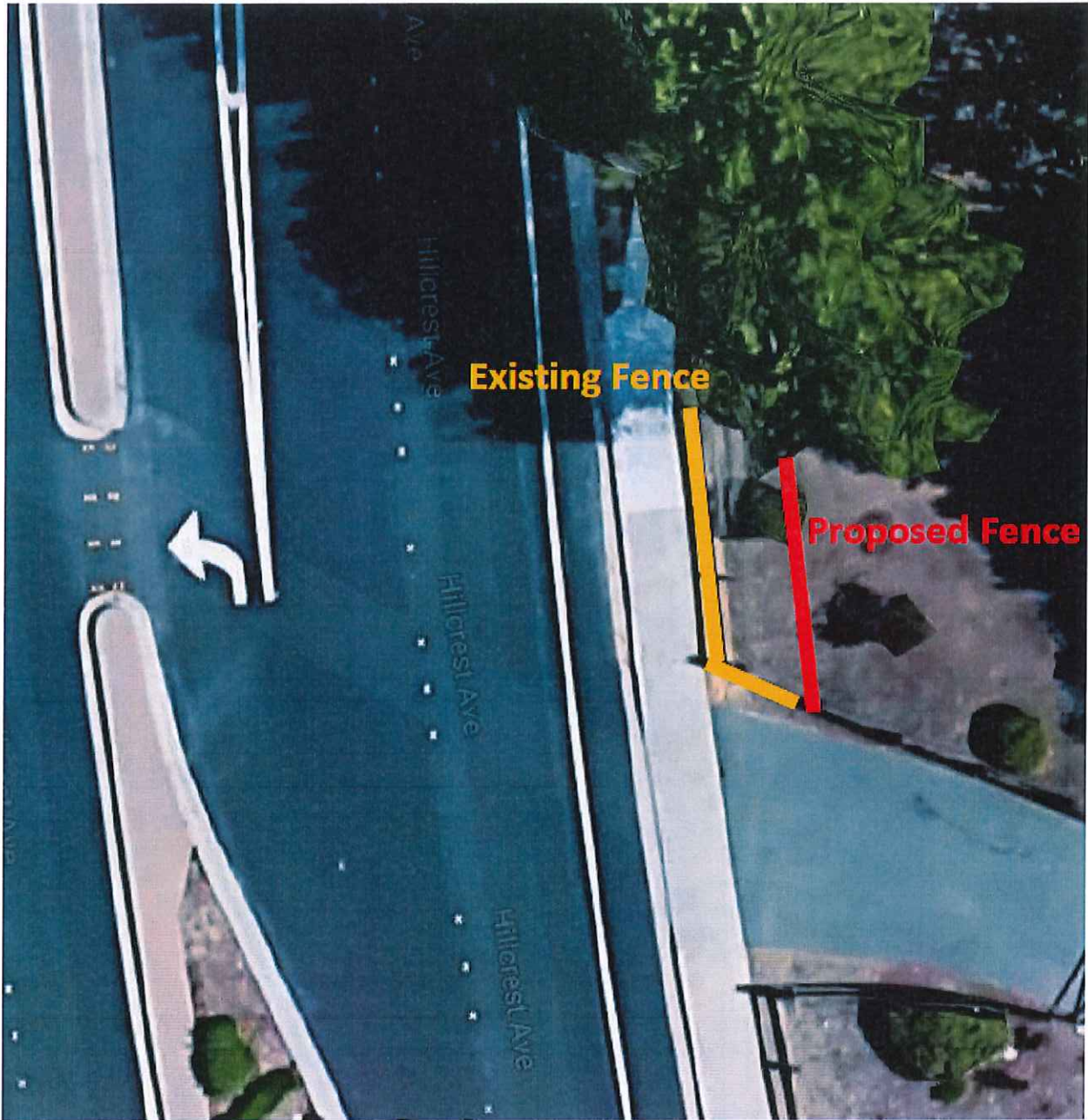




# RELOCATION OF EXISTING FENCE



**Fence Location**






## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

**SUBMITTED BY:** Anthony Morefield, Police Captain; and  
Desmond Bittner, Police Lieutenant

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

**SUBJECT:** Ordinance of the City Council of the City of Antioch Repealing and Reenacting Chapter 14 of Title 4 of the Antioch Municipal Code and Amendment to the City of Antioch Master Fee Schedule Concerning Alarm Systems

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### **RECOMMENDED ACTION**

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

- 1) Waive the first reading and consider the introduction of an Ordinance of the City Council of the City of Antioch Repealing and Reenacting Chapter 14 of Title 4 of the Antioch Municipal Code Concerning Alarm Systems, and
- 2) Adopt a Resolution amending the Master Fee Schedule to assign new Alarm System Fees with corresponding values.

### **STRATEGIC PURPOSE**

**Strategy A-2:** Strategically deploy police resources and implement community policing strategies.

### **FISCAL IMPACT**

Under the current Alarm Systems Ordinance, there are already fees established to help defray the cost of the staff time related to Alarm System registration and response. However, the newly proposed ordinance is designed to reduce unnecessary response to false alarms, thereby reducing staff time incurred and resulting in a cost savings to the City. In any event, the proposed action would also seek to introduce new Alarm System fees that are set at a rate that would recover the related administration and enforcement costs.

### **DISCUSSION**

The City has had a chapter in its municipal code concerning Alarm Systems since 1989. The proposed comprehensive revision to this chapter is based on an analysis of the amount of staff time spent in administration of Alarm Systems and false alarm response as well as developments in technology and services that have occurred over the past three decades. The vast majority of alarms to which the Police Department responds

are false alarms and are reported to the Police by alarm companies. Most false alarms are the result of improper maintenance or improper or careless use of an Alarm System, and the public and police officers are subjected to needless danger when the officers are called to respond to false alarms. Furthermore, officers responding to false alarms are not available to carry out other Police duties.

### **Ordinance**

To better mitigate these realities, the following key changes are proposed to be made to Title 4, Chapter 14 of the City Code under the heading (4-14.09 REGISTRATION AND DUTIES OF ALARM INSTALLATION COMPANIES AND MONITORING COMPANIES.)

A Monitoring Company shall:

- Employ alarm confirmation for all burglar alarm Dispatch requests. Alarm confirmation may be one of the following:
  - The monitoring company has contacted the Alarm Site and/or Alarm User and/or the Alarm User's designated representatives by telephone and/or other electronic means and spoken to a person who believes the alarm signal is not a False Alarm and is requesting a Police response; or
  - The alarm site is equipped with an interior or exterior video or audio monitored remotely by the monitoring company or the alarm user, and it can be seen or heard that a criminal act has occurred or is occurring, requiring a Police response; or
  - The alarm site is equipped with a control panel which has confirmed that a glass break sensor has been triggered or at least two (2) independent zones, (e.g., an exterior perimeter and an interior zone) have been triggered and the monitoring company has completed Enhanced Call Confirmation to the alarm user; or
  - The alarm is an older system and not in compliance with the two (2) independent zone standards, therefore, the monitoring company has received two (2) or more alarm signals during the same alarm event period and has completed the Enhanced Call Confirmation.

The Antioch Police Department may refuse to accept an Alarm Dispatch Request from a Monitoring Company that has failed to comply with the procedures required by Alarm Confirmation.

- On all Panic Alarms, make a least one attempt to contact the Alarm Site and/or Alarm User by telephone and/or other electronic means, whether or not actual contact with a person is made, to determine whether a Panic Alarm signal is valid

before requesting an Alarm Dispatch, in an attempt to avoid an unnecessary Panic Alarm Dispatch Request.

- Notify Dispatch of any Alarm Site that it knows, or reasonably should know has guard dog(s), pets or is fitted with a Protective-Reactive Alarm System. During any alarm at such a site, a Responsible Party must be contacted and confirm that he or she will respond to the Alarm Site to disarm the device or take control of the guard dog(s).
- Maintain, for a period of at least one (1) year after the date of an Alarm Dispatch Request, all records relating to the Alarm Dispatch Request. Records must include the name, address and telephone number of the Alarm User, each Alarm System zone activated, the time of Alarm Dispatch Request and evidence of all attempts to verify. The Alarm Administrator may request copies of such records for any individual Alarm User. If the request is made within sixty (60) days after an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three (3) business days after receiving the request. If the records are requested between sixty (60) days and one (1) year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within thirty (30) days after receiving the request.

In addition to the aforementioned changes, the proposed ordinance codifies many procedures which are already in place at the Police Department with respect to Alarm Systems to include an immediate alarm Dispatch request for the more serious robbery, holdup, and duress alarms signals.

Along with the proposed changes regarding alarm response, this new ordinance paves the way for the City to outsource alarm administration completely, relieving yet another burden on staff. Under the headings (4-14.10 DUTIES AND AUTHORITY OF THE ALARM ADMINISTRATOR through 4-14.16 SUSPENSION OF POLICE RESPONSE TO DISPATCH REQUESTS FROM CERTAIN ALARM INSTALLATION COMPANIES AND MONITORING COMPANIES) specific language was added to the ordinance to provide for outsourcing this responsibility at a later time should the City choose to consider that option.

### **Fees**

This proposed action also seeks to introduce new Alarm System fees related to administration and enforcement costs. These fees (as described in the below table) are commensurate with industry standards and are in keeping with the Alarm System fees already set forth in the City of Antioch Master Fee Schedule:

<b>ALARM USERS</b>	<b>FEES</b>	<b>ORDINANCE SECTION</b>
Registration and Renewal	\$30.00	Page 8 <b>4-14.04 (F)(2)</b>
	<b>FINES</b>	
Registration late charge	\$15.00	Page 8 <b>4-14.04 (G)</b>
Alarm fee - late charge	5% of unpaid amount	Page 16 <b>4-14.11 (B)</b>
All fees and fines late		Page 16 <b>4-14.11 (H)</b>
False Alarm	<b>Registered</b> 1 - No Charge 2 - School or \$100.00 3 or more - \$205.00 (for each subsequent response)	Page 15 <b>4-14.11 (A)</b> Page 16 <b>4-14.11 (I)</b>
False Alarm	<b>Non-Registered</b> 1 - School or \$100.00 2 or more - \$ 205.00 (for each subsequent response)	Page 16 <b>4-14.11 (C)</b>
Operating Suspended Alarm System	1 - \$205.00 2 - \$350.00 3 or more - \$500.00 (for each subsequent response)	Page 17 <b>4-14.13 (C)</b>
<b>ALARM COMPANY</b>	<b>FINES</b>	<b>ORDINANCE SECTION</b>
Failure to report new install	\$30.00	Page 7 <b>4-14.04 (E)(3)</b>
Failure to use Alarm Confirmation or Enhanced Call Confirmation procedures	\$30.00	Page 16 <b>4-14.11 (F)</b>
False Alarm caused by Alarm Company	1 - No Charge 2 or more - \$ 205.00 (for each subsequent response)	Page 16 <b>4-14.11 (E)</b>
Calling on Suspended Alarm Site	1 - No Charge 2 or more - \$205.00 (for each subsequent response)	Page 17 <b>4-14.13 (B)</b>
All late charges	\$15.00	Page 16 <b>4-14.11 (H)</b>

The proposed fee schedule differentiates between “Registered” and “Non-Registered” Alarm Systems, providing no charge for first time, false alarm response on registered alarms. Additionally, the proposed ordinance allows for some level of forgiveness of fees by offering school [4-14.10(D) DUTIES AND AUTHORITY OF THE ALARM ADMINISTRATOR] in place of fines for false alarm response in both categories. First time registration fees would remain the same; however, the ordinance requires Alarm Systems to be renewed on an annual basis incurring the same (registration) fee for renewals.

### **Conclusion**

Our current Alarm System Ordinance has become outdated and unnecessarily burdensome on staff. It is anticipated this comprehensive change in the ordinance will provide relief of wasted staff time while clarifying fees related to Alarm Systems and creating a mechanism for outsourcing in the future.

### **ATTACHMENTS**

A: Ordinance

B: Resolution Amending the Master Fee Schedule

# ATTACHMENT "A"

ORDINANCE NO. \_\_\_\_\_-C-S

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REPEALING AND REENACTING CHAPTER 14 OF TITLE 4 OF THE ANTIOCH MUNICIPAL CODE CONCERNING ALARM SYSTEMS

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

**Section 1:** Chapter 14 of Title 4 of the Antioch Municipal Code is hereby repealed and replaced with the following:

### Sections:

- 4-14.01 Purpose.
- 4-14.02 Definitions.
- 4-14.03 Administration; Funding; Increases in Fees and Fines; Annual Evaluation.
- 4-14.04 Alarm Registrations Required; Terms; Fees and Fee Collection.
- 4-14.05 Registration Application; Contents.
- 4-14.06 Transfer of Registration Prohibited.
- 4-14.07 Duties of Alarm Users.
- 4-14.08 Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm.
- 4-14.09 Registration and Duties of Alarm Installation Companies and Monitoring Companies.
- 4-14.10 Duties and Authority of the Alarm Administrator.
- 4-14.11 False Alarm Fines; Fees; Late Charges.
- 4-14.12 Notice to Alarm Users of False Alarms and Suspension of a Police Response.
- 4-14.13 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.
- 4-14.14 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.
- 4-14.15 Reinstatement of Suspended Alarm Registrations.
- 4-14.16 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.
- 4-14.17 Police Department Response.
- 4-14.18 Confidentiality of Alarm Information.
- 4-14.19 Scope of Police Duty; Immunities Preserved.

### **§ 4-14.01 PURPOSE AND INTENT.**

The City of Antioch Council finds and declares as follows:

A. The vast majority of alarms to which the Police Department responds are False Alarms and are reported to the Police by alarm companies.



B. Most False Alarms are the result of improper maintenance or improper or careless use of an Alarm System.

C. The public and Police Officers are subjected to needless danger when the Officers are called to respond to False Alarms.

D. Officers responding to False Alarms are not available to carry out other Police duties.

E. In the interest of using limited Police resources most effectively and efficiently, the number of False Alarms can and must be reduced.

F. The purpose of this Chapter is to reduce the dangers and inefficiencies associated with False Alarms and to encourage alarm companies and property owners to maintain the operational reliability, properly use Alarm Systems, and to reduce or eliminate False Alarm Dispatch Requests.

G. This Chapter governs systems intended to summon a Police response, establishes fees and fines, establishes a system of administration, sets conditions for the suspension of a Police response and establishes a public education and training program.

#### **§ 4-14.02 DEFINITIONS.**

For purposes of this Chapter, unless the particular provision or the context otherwise clearly requires, the definitions in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

**ALARM ADMINISTRATOR** means the Person or Persons designated by the Police Department to administer the provisions of this Chapter.

**ALARM AGREEMENT** means the legal contract or agreement by and between the Alarm Installation Company and/or Monitoring Company and the Alarm User.

**ALARM AGREEMENT HOLDING COMPANY** means the Alarm Installation Company or Monitoring Company that holds the Alarm Agreement with the Alarm User

**ALARM CONFIRMATION (AC)** means that prior to the monitoring company or alarm user making a burglar Alarm Dispatch Request they have confirmed that the alarm activation is likely a result of criminal activity or an emergency condition.

**ALARM DISPATCH REQUEST** means a notification to the Police Department that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

**ALARM INSTALLATION COMPANY** means a Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an Alarm System at an Alarm Site for compensation, and includes individuals or firms that install and service Alarm Systems used in a private business or proprietary facility.

**ALARM REGISTRATION** means a registration and unique Number issued by the Alarm Administrator to an Alarm User, which authorizes the operation of an Alarm System.

**ALARM RESPONSE MANAGER (ARM)** means a Person designated by an Alarm Installation Company and Monitoring Company to handle alarm issues for the company and act as the primary point of contact for the City's Alarm Administrator.

**ALARM SITE** means a location served by one or more Alarm Systems. In a multi-unit building or complex, each unit shall be considered a separate Alarm Site if served by a separate Alarm System. In a single unit building that houses two or more separate businesses with separate Alarm Systems, each business will be considered a separate Alarm Site.

**ALARM SYSTEM** means a device or series of devices, which emit or transmit an audible or remote visual or electronic alarm signal, which is intended to summon Police response. The term includes hardwired systems, surveillance cameras and systems interconnected with a radio frequency method such as cellular or private radio signals, and includes Local Alarm Systems, but does not include an alarm installed in a motor vehicle or a system which will not emit a signal either audible or visible from the outside of the building, residence or beyond, but is designed solely to alert the occupants of a building or residence.

**ALARM USER** means any Person who has contracted for Monitoring, repair, installation or maintenance service for an Alarm System from an Alarm Installation Company or Monitoring Company, or who owns or operates an Alarm System which is not monitored, maintained or repaired under agreement.

**ALARM USER AWARENESS CLASS** means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.

**ALARM USER LIST** means a list provided by the Alarm User's Alarm Installation Company or if no Alarm Agreement exists between the Alarm User and an Alarm Installation Company, the Alarm User's Monitoring Company.

**ARMING STATION** means a device that controls an Alarm System.

**AUTOMATIC VOICE DIALER** means any electronic, mechanical, or other device which, when activated, is capable of being programmed to send a prerecorded voice

message to the Police Department or City requesting an officer dispatch to an Alarm Site.

**BURGLAR ALARM** means an alarm intended to identify the presence of an intruder in either a business or residence.

**BUSINESS LICENSE** means a Business License issued by the City of Antioch Business License division to an Alarm Installation Company or Monitoring Company to conduct business in the City.

**CANCELLATION** means the termination of a Police response to an Alarm Site after an Alarm Dispatch Request is made but before an officer's arrival at the Alarm Site.

**CONVERSION OF ALARM USER** means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing or monitoring of a previously unmonitored Alarm System or an Alarm System that was previously serviced or monitored by another alarm company.

**CITY** means City of Antioch.

**DURESS ALARM** means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires an officer response.

**ENHANCED CALL CONFIRMATION (ECC)** means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site and/or Alarm User and/or the Alarm User's designated representatives by telephone and/or other electronic means, whether or not actual contact with a Person is made, to determine whether an alarm signal is valid before requesting a Police Burglar Alarm Dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For the purpose of this Chapter, telephone confirmation shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an Alarm User who can properly identify themselves to determine whether an alarm signal is valid before requesting an officer dispatch. Names and numbers of those contacted or attempted to contact, shall be provided when requested.

**FALSE ALARM** means an Alarm Dispatch Request to the Police Department, which results in the responding officer finding no evidence of a criminal offense or attempted criminal offense after completing an investigation of the Alarm Site.

**HOLDUP ALARM** means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

**LOCAL ALARM SYSTEM** means an unmonitored Alarm System that annunciates an alarm only at the Alarm Site or is a self-monitored Alarm Site.

**MONITORING** means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Police Department.

**MONITORING COMPANY** means a Person in the business of providing Monitoring services.

**ONE PLUS DURESS ALARM** means the manual activation of a silent alarm signal by entering a code that adds one number to the last digit of the normal arm/disarm code (e.g., normal code = 1234, one plus duress code = 1235).

**PANIC ALARM** means an Alarm System signal generated by the manual activation of a device intended to signal an emergency situation requiring an officer response.

**PERSON** means an individual, corporation, limited liability company, partnership, association, organization or similar entity.

**POLICE** means the Antioch Police Department.

**POLICE CHIEF** means the Police Chief of the Antioch Police Department or his designee.

**PROTECTIVE OR REACTIVE ALARM SYSTEM** means an Alarm System that produces a temporary disability or sensory deprivation through use of chemical, electrical, sonic or other means, including use of devices that obscure or disable a Person's vision.

**REGISTRATION NUMBER** means a unique individual number assigned to an Alarm User as part of Alarm Registration issued by the Police Department.

**RESPONSIBLE PARTY** means a Person capable of appearing at the Alarm Site upon request who has access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.

**ROBBERY ALARM** means an alarm signal generated by the manual or automatic activation of a device, or any system, device or mechanism on or near the premises intended to signal that a robbery is in progress and that a Person is in need of immediate Police assistance in order to avoid bodily harm, injury or death. The term has the same general meaning as "Holdup Alarm or Duress Alarm."

**TAKEOVER** means the transaction or process by which an Alarm User takes over control of an existing Alarm System that was previously controlled by another Alarm User.

**ZONES** mean a division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

**§ 4-14.03 ADMINISTRATION; FUNDING; INCREASES IN FEES AND FINES; ANNUAL EVALUATION.**

(A) Responsibility for administration of this Chapter is vested with the Police Department.

(B) The Police Department shall designate an Alarm Administrator to carry out the duties and functions described in this section.

(C) Monies generated by fees and fines assessed pursuant to this section shall be deposited into the City's General Fund.

(D) The amount of the fees and fines set forth in this section shall be specified in the City Master Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council. For purposes of this subsection, "fees" include any type or class of fee and includes late charges.

(E) The Alarm Administrator shall conduct an annual evaluation and analysis of the effectiveness of this Chapter and identify and implement system improvements as warranted.

**§ 4-14.04 ALARM REGISTRATIONS REQUIRED; TERMS; FEES AND FEE COLLECTION.**

(A) An Alarm User shall not operate, or cause to be operated, any Alarm System without a valid Alarm Registration. A separate Alarm Registration is required for each Alarm Site having a distinct address or business name. A registration fee including a completed Alarm Registration application shall be received and approved by the Alarm Administrator prior to any Alarm System activation. A thirty (30) day grace period shall be granted from the date of all new alarm installations or takeovers between two alarm users, to accommodate the registration application process.

(B) Owners of Local Alarm Systems are required to adhere to all sections of this Chapter and are subject to all fees, fines, suspensions, penalties or other requirements that are applicable.

(C) The fee for a new initial Alarm Registration and the Alarm Registration renewal fee shall be collected by the Alarm Administrator.

(D) Existing Alarm Systems:

1. Any Alarm System that has been installed before the effective date of this Ordinance shall be registered and a registration fee collected by the Alarm Administrator.

a. The Alarm Agreement Holding Company shall provide to the Alarm Administrator within forty (40) days of the effective date of this Ordinance, an Alarm User List of existing Alarm Users in the City, in a format approved by the Alarm Administrator, including name, address, billing address and telephone number.

b. The Alarm Agreement Holding Company may apply to the Alarm Administrator for an extension of the time limit in subsection (a) based on extenuating circumstances.

2. The Alarm Agreement Holding Company may, through a mutual written agreement, have another Alarm Company provide the Alarm User's list.

(E) New Alarm Systems:

1. Any Alarm Installation Company that installs an Alarm System on premises located within the City of Antioch shall notify the Alarm Administrator within twenty (20) days that an Alarm System has been installed and send the Alarm Administrator the required information.

2. In the case of self-installed alarm systems that are to be monitored by a Monitoring Company, the Monitoring Company shall act as the Alarm Installation Company regarding the duties to notify the Alarm Administrator.

3. Failure of an Alarm Installation Company to notify the Alarm Administrator of a new Alarm System installation within twenty (20) days of installation shall result in a fine as established by resolution of the city council to be imposed on the Alarm Installation Company.

4. The initial Alarm Registration fee shall be collected by the Alarm Administrator. Failure of the Alarm User to submit an application and registration fee within the thirty (30) days after notice shall result in the Alarm System being classified as non-registered and late charges being assessed.

(F) Alarm Registration and Renewal Fees

1. An Alarm Registration shall expire one year from the date of issuance and must be renewed annually by the Alarm User. The Alarm Administrator

shall notify the Alarm User of the need to renew the registration thirty (30) days prior to the expiration of the registration. It is the responsibility of the Alarm User to submit the updated information and renewal fees prior to the registration expiration date. Failure to renew shall be classified as use of a non-registered Alarm System and subject the Alarm Site to a suspension and late charge.

2. Registration fees shall be collected annually based on a one-year registration period. The amount of the registration and renewal fees required are established by resolution of the City Council.

(G) Late charge. Alarm Users who fail to make payment for an Alarm Registration prior to the registration's expiration date will be assessed a late charge as established by resolution of the City Council.

(H) Refunds. No refund of a registration fee or registration renewal fee will be made.

(I) Upon receipt of a completed Alarm Registration application form and the Alarm Registration fee, the Alarm Administrator shall issue a Registration Number or Alarm Registration renewal to the applicant unless:

1. The applicant has failed to pay any fee or fine assessed under this chapter; or

2. An Alarm Registration for the Alarm Site has been suspended, and the condition causing the suspension has not been corrected; or

3. The Alarm Installation Company and/or the Monitoring Company listed on the registration application are not in possession of a current valid State of California Department of Consumer Affairs Alarm Company Operators License.

4. Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Registration shall be sufficient cause for refusal to issue an Alarm Registration.

(J) Exceptions.

1. Government entities (including but not necessarily limited to the City, County, State, Federal and School Districts) and places of worship, must obtain Alarm Registrations for all Alarm Systems on property under their control within the boundaries of Antioch, but are exempt from payment of Alarm Registration and renewal fees.

2. All registration-fee-exempted alarm sites are required to obtain and maintain a valid Alarm Registration for a Police response and are exempt from all other fees, fines and suspension enforcements.

3. A fee/fine-exempted alarm site may lose its exempt status at the discretion of the Police Chief, if it fails to maintain the operational reliability of the Alarm system or refuses to work with the Alarm Administrator or City in reducing or eliminating False Alarm Dispatch Requests.

**§ 4-14.05 REGISTRATION APPLICATION; CONTENTS.**

An application for an Alarm Registration must be in a format provided by the Police Department. The information required on such forms shall be determined by the Alarm Administrator. Registration applicants acknowledge that the Police response may be influenced by factors including, but not limited to, the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, prior alarm history, administrative actions and staffing levels.

**§ 4-14.06 TRANSFER OF REGISTRATION PROHIBITED.**

(A) An Alarm Registration cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Administrator and their Alarm Company of any change to the information listed on the Alarm Registration application within ten (10) business days after such change.

(B) Exceptions may be made when the transfer proposed involves an Alarm User moving to another residence in the City of Antioch or when the transfer is among members of the family of the original registration holder or successors in interest to the property for which the Alarm Registration has been issued.

**§ 4-14.07 DUTIES OF ALARM USERS.**

(A) An Alarm User shall:

1. Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

2. Make every reasonable effort to arrive at the Alarm System's location within thirty (30) minutes after being requested by the Monitoring Company or Police Department in order to:

- a. Deactivate an Alarm System;
- b. Provide access to the Alarm Site; and/or



c. Provide alternative security for the Alarm Site.

3. Provide his, her, or its Monitoring Company with the updated names and telephone numbers of at least two individuals who are able and have agreed to:

a. Receive notification of an Alarm System activation at any time;

b. Respond to the Alarm Site at any time; and

c. Provide access to the Alarm Site and deactivate the Alarm System, if necessary.

4. Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.

5. Notify his, her, or its Monitoring Company of any suspension of Police response (as provided for under this Chapter) and request that the Monitoring Company not make an Alarm Dispatch Request.

(B) No Person shall operate or cause to be operated any Automatic Voice Dialer which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.

(C) An Alarm User shall keep a set of written operating instructions for each Alarm System at each Alarm Site.

**§ 4-14.08 AUDIBLE ALARMS; RESTRICTIONS, ABATEMENT OF MALFUNCTIONING ALARM.**

(A) No Alarm System shall emit a sound resembling an emergency vehicle siren or civil defense warning. The Chief of Police shall make the final determination regarding any question of an audible alarm within this section.

(B) After the effective date of this ordinance no one shall install, modify or repair an Alarm System in the City of Antioch that has a siren, bell or other signal that is audible from any property adjacent to the Alarm Site that sounds for longer than fifteen (15) consecutive minutes after the alarm is activated, or that repeats the fifteen (15) minute audible cycle more than two consecutive times during a single armed period.

(C) In the event that an audible alarm is activated and fails to reset itself or continues to activate for more than sixty (60) minutes and the responsible person listed

on the Alarm Registration or other responsible person cannot or will not respond and silence the alarm, and the continued activation of the alarm is creating a disturbance, the Police Department may cause the alarm to be silenced in a manner determined appropriate for the circumstances. The Alarm User shall be held responsible for the actual costs involved to abate the malfunctioning alarm. The City, its employees or agents shall not be responsible or liable for damage resulting from such disconnection.

**§ 4-14.09 REGISTRATION AND DUTIES OF ALARM INSTALLATION COMPANIES AND MONITORING COMPANIES.**

(A) Registration.

1. No alarm company operator or alarm agent, as defined by the California Business and Professions Code 7590, shall install, maintain, or repair any alarm system within the City unless the alarm company operator or alarm agent has, prior to performing such work, obtained a City Business License.

2. Each Alarm Installation Company and Alarm Monitoring Company must designate one individual as the Alarm Response Manager (ARM) for the company. The individual designated as the ARM must be knowledgeable of the provisions of this Chapter, as well as have the knowledge and authority to deal with False Alarm issues and respond to requests from the Alarm Administrator. The name, contact number, and email address of the ARM shall be provided to the Alarm Administrator. Failure to comply within thirty (30) days after being notified in writing from the Alarm Administrator may result in the suspension of Police Department response to Alarm Dispatch Requests from the non-complying Alarm Installation Company or Monitoring Company.

3. Each Alarm Installation Company shall provide the name, address and phone number of any Monitoring Company it is using to monitor its Alarm Sites within the City, and Monitoring Companies shall do the same for Alarm Installation Companies that use their monitoring services within the City. Each Alarm Installation Company conducting business in the city and each Monitoring Company conducting business in the city shall possess a current city business license as required by this code.

(B) Alarm Installation Companies shall:

1. Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:

a. The applicable law relating to False Alarms, including the Registration Fee and the potential for fines and suspension of an Alarm Registration;

b. How to prevent False Alarms; and

c. How to operate the Alarm System.

2. After the effective date of this Ordinance, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. Monitoring Companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms installed prior to the effective date of this Ordinance.

3. After the effective date of this Ordinance, Alarm Installation Companies shall not install, modify or repair "single action" devices for the activation of Hold-up, Robbery or Panic Alarms. New devices shall require two actions or an activation time delay to provide more positive assurance that the user intends to activate the device.

4. All audible Alarm Systems shall include a device which will limit the duration of the audible alarm to a period of not more than fifteen (15) minutes per activation.

5. An Alarm Installation Company shall not use an Automatic Voice Dialer for any Alarm System which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.

6. Ensure that Alarm Users of Alarm Systems equipped with a Duress, Robbery, Holdup or Panic Alarm have been provided adequate training as to the proper use of the Alarm System's operation and function.

7. All Alarm Systems shall be supplied with an uninterrupted power supply in such a manner that the failure or interruption of the normal electric utility service for a period of up to four (4) hours will not activate the Alarm System.

(C) A Monitoring Company shall:

1. Report alarm signals by using telephone numbers or procedure designated by the Alarm Administrator or other approved communication processes.

2. Immediately make an Alarm Dispatch Request on all Robbery, Holdup, and Duress alarm signals.

3. Employ Alarm Confirmation (AC) on all Burglar Alarm Dispatch Requests. Failure to employ AC shall result in a fine as established by resolution of the City Council. Alarm Confirmation may be one of the following:

- a. The monitoring company has contacted the Alarm Site and/or Alarm User and/or the Alarm User's designated representatives by telephone and/or other electronic means and spoken to a person who believes the alarm signal is not a False Alarm and is requesting a Police response; or
- b. The alarm site is equipped with an interior or exterior video or audio monitored remotely by the monitoring company or the alarm user, and it can be seen or heard that a criminal act has occurred or is occurring, requiring a Police response; or
- c. The alarm site is equipped with a control panel which has confirmed that a glass break sensor has been triggered or at least two (2) independent zones, (e.g., an exterior perimeter and an interior zone) have been triggered and the monitoring company has completed Enhanced Call Confirmation (ECC) to the alarm user; or
- d. The alarm is an older system and not in compliance with the two (2) independent zone standards, therefore, the monitoring company has received two (2) or more alarm signals during the same alarm event period and has completed the Enhanced Call Confirmation (ECC).

The Antioch Police Department may refuse to accept an Alarm Dispatch Request from a Monitoring Company that has failed to comply with the procedures required by Alarm Confirmation. This subsection becomes effective Ninety (90) days after the effective date of this Ordinance.

4. On all Panic Alarms make a least one attempt to contact the Alarm Site and/or Alarm User by telephone and/or other electronic means, whether or not actual contact with a person is made, to determine whether a Panic Alarm signal is valid before requesting an Alarm Dispatch, in an attempt to avoid an unnecessary Panic Alarm Dispatch Request.

5. Communicate Alarm Dispatch Requests to the Police Department in a manner and form determined by the Alarm Administrator.

6. Communicate Cancellations to the Police Department in a manner and form determined by the Alarm Administrator.

7. Communicate all available Zone activations information (north, south, front, back, door, window etc.) about the location of an alarm signal(s) as part of an Alarm Dispatch Request.

8. Communicate the type of alarm activation (silent or audible, interior or perimeter), if available, on any Alarm Dispatch Request.

9. Notify Communications (Dispatch) of any Alarm Site that it knows, or reasonably should know has guard dog(s), pets or is fitted with a Protective-Reactive Alarm System. During any alarm at such a site, a Responsible Party must be contacted and confirm that he or she will respond to the Alarm Site to disarm the device or take control of the guard dog(s).

10. After an Alarm Dispatch Request, promptly advise the Police Department if the Monitoring Company knows that the Alarm User or a Responsible Party is on the way to the Alarm Site;

11. Each Monitoring Company must maintain, for a period of at least one (1) year after the date of an Alarm Dispatch Request, all records relating to the Alarm Dispatch Request. Records must include the name, address and telephone number of the Alarm User, each Alarm System zone activated, the time of Alarm Dispatch Request and evidence of all attempts to verify. The Alarm Administrator may request copies of such records for any individual Alarm User. If the request is made within sixty (60) days after an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three (3) business days after receiving the request. If the records are requested between sixty (60) days and one (1) year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within thirty (30) days after receiving the request.

12. Each Monitoring Company shall, upon request, immediately provide the Police Department with the names and phone numbers of the Alarm User's emergency contacts at the time of each Alarm Dispatch Request.

(D) Conversion of Alarm Users. An Alarm Installation Company or Monitoring Company that converts the servicing of any Alarm System account from another company shall notify the Alarm Administrator of such conversion and shall make a reasonable effort to provide to the Alarm Administrator, within sixty (60) days from the date of conversion, an Alarm User List of the converted accounts, in a format acceptable to the Alarm Administrator.

#### **§ 4-14.10 DUTIES AND AUTHORITY OF THE ALARM ADMINISTRATOR.**

(A) The Alarm Administrator shall:

1. Designate the manner and form of Alarm Dispatch Requests and the telephone numbers and/or communication process that are to be used for such requests; and

2. Establish a procedure to accept Cancellation of Alarm Dispatch Requests.

(B) The Alarm Administrator shall establish a procedure to acquire and record information on Alarm Dispatch Requests.

(C) The Alarm Administrator shall establish and implement a procedure to notify the Alarm User of a False Alarm. The notice shall include the following:

1. The date and time of an officer's response to the False Alarm; and
2. Any False Alarm fine incurred.

(D) The Alarm Administrator may require that a conference be held with an Alarm User and the Alarm Installation Company or Monitoring Company responsible for repairing or monitoring of the Alarm System to review the circumstances of each False Alarm. The conference may be held in Person or through a conference telephone call, at the Alarm Administrator's discretion. Failure to participate may result in suspension of the Alarm Registration, as indicated by the facts of the case.

(E) The Alarm Administrator may establish an Alarm User Awareness Class. The Alarm Administrator may request the assistance of associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform Alarm Users of the Alarm Ordinance; problems created by False Alarms and teach Alarm Users how to avoid creating False Alarms.

(F) If a false Robbery, Holdup or Panic Alarm has occurred and the alarm was triggered using a single action, non-recessed device, the Alarm Administrator may consider a waiver or partial waiver of the False Alarm fine, if action is taken by the Alarm User to remove or replace the single action, non-recessed device.

(G) The Alarm Administrator shall make a copy of this Ordinance and/or an ordinance summary sheet available to each Alarm User.

(H) The Alarm Administrator may use electronic means to communicate with Alarm Users, Alarm Installation Companies and Monitoring Companies when applicable or when requested by the recipient and at the Alarm Administrators discretion.

**§ 4-14.11 FALSE ALARM FINES; FEES; LATE CHARGES.**

(A) The Alarm Administrator may assess the Alarm User a fine for a False Alarm occurring at that Alarm User's Alarm Site. The amount of said fines for the listed categories shall be established by City Council and may be subsequently amended by resolution of the City Council.

(B) If a False Alarm fine is not paid within thirty (30) days after the invoice is mailed, a late charge as established by resolution of the City Council shall be imposed.

(C) Fines for False Alarms from Non-Registered Alarm Systems. For person(s) operating a Non-Registered Alarm System incurring a False Alarm, fines shall be imposed as established by resolution of the City Council.

(D) If Cancellation of a Police response occurs prior to the officer's arrival at the Alarm Site, the response is not considered a False Alarm and no False Alarm fine will be assessed.

(E) The Alarm Installation Company shall be assessed a fine in an amount established by resolution of the City Council if the police respond to a False Alarm and determine that an on-site employee of the Alarm Installation Company directly caused the False Alarm. Such False Alarms are not included in the total number of False Alarms for the Alarm User, nor is the Alarm User to be held liable for any False Alarm fine resulting from such alarm activation.

(F) A fine in an amount established by resolution of the City Council shall be imposed against any Monitoring Company that fails to verify Alarm System signals as required in subsection 4-14.09 (C) of this Chapter.

(G) Notice of the right of appeal under this ordinance will be included with notice of any fine.

(H) All registration fees, renewal registration fees or fines assessed under this section are due within thirty (30) days of written notice unless otherwise noted. A late charge in an amount established by resolution of the City Council shall be imposed for each individual fee or fine due that is not paid within thirty (30) days.

(I) The Alarm Administrator will charge a False Alarm fine after the second False Alarm during the Alarm User's one-year registration period. A False Alarm fine will be charged for each subsequent False Alarm during the Alarm User's one-year registration period. The Alarm Administrator may waive the False Alarm fine pending the successful completion of the Online Alarm User Awareness Class available through the Alarm Administrator. In order to have the fine waived, the Alarm User shall have successfully completed the class within thirty (30) days of the fine notice. Alarm Users without online access may request the online school and test be mailed to them. Reasonable additional time to complete the Alarm User Awareness Class shall be allowed for mail delivery.

**§ 4-14.12 NOTICE TO ALARM USERS OF FALSE ALARMS AND SUSPENSION OF A POLICE RESPONSE.**

(A) The Alarm Administrator shall notify the Alarm User in writing or by other electronic means after each False Alarm. The notice shall include the amount of the fine for the False Alarm, the fact that Police response to further alarms may be suspended

after the fourth False Alarm during the Alarm User's one-year Alarm Registration period and that the Alarm User has the right to appeal.

(B) The Alarm Administrator shall notify the Alarm User in writing thirty (30) days beforehand that a Police Department response to further alarms is to be suspended. The right of appeal under this Ordinance shall be included with the notice. The notice of suspension shall also include the amount of any fees and/or fines due and a description of the reinstatement process.

**§ 4-14.13 ALARM REGISTRATION SUSPENSION, FEES, FINES, VIOLATION TO MAKE ALARM DISPATCH REQUEST FOR SUSPENDED ALARM SITE.**

(A) The Alarm Administrator shall notify the Police Department of each Alarm User whose Alarm Registration qualifies for suspension under this section. The Alarm Administrator may suspend an Alarm Registration if it is determined that:

1. There is a false statement of a material fact in the registration application; or

2. The Alarm User has had four or more False Alarms within the one-year registration period, except that the Alarm Administrator may waive a suspension of a registration upon receipt of documented work orders showing reasonable attempts to repair the Alarm System prior to the notice of suspension.

3. The Alarm User fails or refuses to pay an Alarm Registration or Alarm Registration Renewal fee, False Alarm fine, late charge, or any other fee, fine, or charge assessed under this section.

(B) It is a violation of this section for a Person to operate an Alarm System during the period in which the Alarm Registration is suspended. It is a violation of this Chapter for a Monitoring Company to make an Alarm Dispatch Request to an Alarm Site after the Monitoring Company's Alarm Response Manager (ARM) has been notified by electronic mail by the Alarm Administrator that the registration for that Alarm Site has been suspended. A grace period of five (5) business days after the ARM's notification shall be granted the Monitoring Company to comply. The Alarm Monitoring Company shall be assessed a fine in an amount established by resolution of the City Council for requesting an Alarm Dispatch Request on a suspended Alarm Site.

(C) False Alarm Fines under Suspension status. In addition to the fines set forth in subsection 4-14.11(A), a supplemental fine is hereby imposed upon any Person operating a suspended Alarm System. The amount of said fines shall be established by resolution of the City Council.



(D) It shall be the responsibility of the Alarm User to notify their respective Alarm Monitoring Company of their suspension status. An Alarm User shall be held financially accountable for all false alarm fines incurred except as noted in subsection 4-14.11 (F).

(E) Unless there is a separate indication that there is a crime in progress, the Police Department may or may not dispatch an officer to an Alarm Site for which an Alarm Registration is suspended.

**§ 4-14.14 APPEALS OF DETERMINATIONS REGARDING ALARM REGISTRATIONS, FEES AND FINES.**

(A) If the Alarm Administrator assesses a fee or fine, suspends an Alarm Registration or denies the issuance, renewal or reinstatement of an Alarm Registration, the Alarm Administrator shall send notice of the action and a statement of the right to appeal to the affected applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company.

(B) The applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company may appeal any action described in subsection (A) above to the Police Chief by setting forth in writing the reasons for the appeal and delivering the appeal to the Police Chief within thirty (30) days after receipt of notice of the action. Failure to deliver the appeal within that time period is a waiver of the right to appeal.

(C) The procedure for an appeal to the Police Chief is as follows:

1. The applicant, Alarm User, Alarm Installation Company or Monitoring Company may file a written request for appeal by setting forth the reasons for the appeal. The appeal must be entitled "Appeal from Alarm Administrator's Action."

2. The Police Chief shall conduct a review of the appeal and render a decision within thirty (30) days after the Police Department's receipt of the request for appeal and shall consider the evidence submitted by the appealing party and the Alarm Administrator. The Police Chief must base the decision on the preponderance of evidence presented and the decision shall affirm or reverse the decision or action taken by the Alarm Administrator.

3. Filing of an appeal stays any action by the Alarm Administrator to suspend an Alarm Registration or require the payment of a fee or fine until the appeal process has been exhausted. This provision applies only to the action of the Alarm Administrator that is the subject of the appeal. This provision does not operate as a bar to enforcement action on violations of this section that occur thereafter.

(D) The Alarm Administrator or the Police Chief, may adjust the count of False Alarms or assessed fees based on:

1. Evidence that a False Alarm was caused by action of a communications service's provider (i.e. telephone, cellular, cable company);

2. Evidence that a False Alarm was caused by a power outage of more than four (4) hours or severe weather such as an earthquake, flooding, or excessive winds.

3. Evidence that an Alarm Dispatch Request was not a False Alarm;  
or

4. The occurrence of multiple alarms within a 24-hour period, which may be considered as one False Alarm if the Alarm User has taken corrective action, unless the False Alarms are directly caused by the Alarm User.

(E) The Alarm Administrator may waive all or part of a False Alarm fine due to extenuating circumstances or to encourage corrective action with supervisor approval.

#### **§ 4-14.15 REINSTATEMENT OF SUSPENDED ALARM REGISTRATIONS.**

(A) On the suspension of an Alarm Registration, an Alarm User whose Alarm Registration has been suspended may obtain reinstatement of the registration by the Alarm Administrator if the Alarm User:

1. Pays, or otherwise resolves, all outstanding fees, fines, and other charges;

2. Submits a written notice from an Alarm Installation Company stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;

3. The Alarm User successfully completes an Alarm User Awareness Class and test.

(B) The Police Department shall reinstate its response to an Alarm Site as soon as is practicable after receiving notice of reinstatement from the Alarm Administrator. The Alarm User and Monitoring Company shall take notice that the Alarm Site has been officially reinstated only after receiving notice from the Alarm Administrator of that fact. It shall be the responsibility of the Alarm User to verify that his, her, or its registration status and future police response has been properly restored.

**§ 4-14.16 SUSPENSION OF POLICE RESPONSE TO DISPATCH REQUESTS FROM CERTAIN ALARM INSTALLATION COMPANIES AND MONITORING COMPANIES.**

(A) The Police Chief may suspend Police response to an Alarm Dispatch Request from an Alarm Installation Company or Monitoring Company if it is determined that:

1. There is a violation of this chapter by the Alarm Installation Company or Monitoring Company and the condition causing the violation has not been corrected and/or;

2. The Alarm Installation Company or Monitoring Company has failed to pay any fee, fine, or other charge assessed under this section, more than sixty (60) days after the fee, fine, or other charge is due.

(B) The Police Department may not respond to any Alarm Dispatch Request where the Alarm Installation Company or Monitoring Company who installed or monitors that alarm has failed to comply with California licensing requirements or failed to maintain a valid copy of the State of California Department of Consumer Affairs Alarm Company Operators License.

(C) A suspension of Police response made pursuant to this subsection is subject to the appeal process provided for within this Chapter. In addition, the Alarm Administrator has the ability to accept a workable solution from the affected party prior to an appeal. The affected party has sixty (60) days after the written notice of suspension before Police response is suspended to its alarm customers.

(D) The Alarm Administrator shall notify all known Alarm Users subscribing to an Alarm Installation Company or an Alarm Monitoring Company that the Police Department has suspended response to the company's Alarm Dispatch Requests.

**§ 4-14.17 POLICE DEPARTMENT RESPONSE.**

A. Subject to the suspension provisions in section 4-14.13 above and the discretion discussed in section 4-14.19 below, the Police Department at its discretion will respond to all "in progress" Robbery, Holdup, Duress, Panic or Burglar Alarms as promptly as possible, taking into account pending calls for service and any policy establishing priority of dispatched calls following notification of the receipt of the alarm from the Monitoring Company. Police supervisors may, in their discretion, cancel a Police response to any or all alarms based on weather or other factors affecting Police service needs.

B. The Police Chief may re-prioritize assignment of Burglar Alarms and response time at any time during a 24-hour period as may be necessary due to the service needs of the community.

**§ 4-14.18 CONFIDENTIALITY OF ALARM INFORMATION.**

All information contained in documents gathered through Alarm Registrations, the submission of customer lists, the alarm appeal process and records relating to Alarm Dispatch Requests must be held in confidence by all employees of the Alarm Administrator and City. Such information is proprietary and is hereby declared confidential and not a public record. Absent special circumstances, such information must not be released to the public or any Person other than a law enforcement agency or the applicable Alarm User, Alarm Installation Company or Alarm Monitoring Company except pursuant to court order. Per California Government Code 6254(f)

**§ 4-14.19 SCOPE OF POLICE DUTY; IMMUNITIES PRESERVED.**

The issuance of Alarm Registrations does not create a contract between the Police Department and/or the City and any Alarm User, Alarm Installation Company or Monitoring Company, nor does it create a duty or obligation, either expressed or implied, on the Police Department to respond to any alarm. Any and all liability and consequential damage resulting from the failure of the Police Department to respond to an Alarm Dispatch Request is hereby disclaimed and full governmental immunity as provided by law is retained. By applying for an Alarm Registration, the Alarm User acknowledges that the Police Department response is influenced by the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, staffing levels, prior response history and administrative actions.

**Section 2. CEQA Findings.**

This project is exempt from environmental analysis under the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines sections 15061(b)(3) because it can be seen with certainty that the proposed amendments will not have a significant effect on the environment.

**Section 3. Severability.**

In the event any section or portion of this ordinance shall be determined to be invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in force and effect.

**Section 4. Effective Date and Publication.**

This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) after its passage in a newspaper of general circulation or by publishing a summary of the proposed ordinance and posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted and within fifteen (15) days after its adopting, publishing a

summary of the ordinance with the names of the Council members voting for and against the ordinance.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 5<sup>th</sup> day of February, 2019 and passed and adopted at a regular meeting thereof, held on the 26<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**ATTEST:**

---

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

# ATTACHMENT “B”

## RESOLUTION NO. 2019/\*\*

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING THE MASTER FEE SCHEDULE RELATED TO ALARM SYSTEM FEES

**WHEREAS**, Section 4-14.03(D) of the Antioch Municipal Code states that the amount of each Alarm System Fee shall be as established by resolution of the City Council and shall be set forth in the city's current master fee schedule; and

**WHEREAS**, the Antioch City Council recently established a new Alarm System Ordinance; and

**WHEREAS**, the City Council considered this item at a regularly scheduled public hearing on February 5<sup>th</sup>, 2019.

**NOW, THEREFORE, BE IT RESOLVED AND DETERMINED**, as follows:

1. Effective thirty (30) days from the effective date of the ordinance repealing and reenacting Chapter 14 of Title 4 of the Antioch Municipal Code Concerning Alarm Systems first heard by the City Council on February 5<sup>th</sup>, 2019, the Master Fee Schedule is hereby amended to include the following fees:

<b>ALARM USERS</b>	<b>FEES</b>	<b>ORDINANCE SECTION</b>
Registration and Renewal	\$30.00	Page 8 <b>4-14.04 (F)(2)</b>
	<b>FINES</b>	
Registration late charge	\$15.00	Page 8 <b>4-14.04 (G)</b>
Alarm fee - late charge	5% of unpaid amount	Page 16 <b>4-14.11 (B)</b>
All fees and fines late		Page 16 <b>4-14.11 (H)</b>
False Alarm	<b>Registered</b> 1 - No Charge 2 - School or \$100.00 3 or more - \$205.00 (for each subsequent response)	Page 15 <b>4-14.11 (A)</b> Page 16 <b>4-14.11 (I)</b>
	<b>Non-Registered</b> 1 - School or \$100.00 2 or more - \$ 205.00 (for each subsequent response)	Page 16 <b>4-14.11 (C)</b>
Operating Suspended Alarm System	1 - \$205.00 2 - \$350.00 3 or more - \$500.00 (for each subsequent response)	Page 17 <b>4-14.13 (C)</b>
<b>ALARM COMPANY</b>	<b>FINES</b>	<b>ORDINANCE SECTION</b>
Failure to report new install	\$30.00	Page 7 <b>4-14.04 (E)(3)</b>
Failure to use Alarm Confirmation or Enhanced Call Confirmation procedures	\$30.00	Page 16 <b>4-14.11 (F)</b>

**ATTACHMENT "B"**

False Alarm caused by Alarm Company	1 - No Charge 2 or more - \$ 205.00 (for each subsequent response)	Page 16 <b>4-14.11 (E)</b>
Calling on Suspended Alarm Site	1 - No Charge 2 or more - \$205.00 (for each subsequent response)	Page 17 <b>4-14.13 (B)</b>
All late charges	\$15.00	Page 16 <b>4-14.11 (H)</b>

\* \* \* \* \*

**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 5<sup>th</sup> day of February, 2019 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

**SUBMITTED BY:** Derek P. Cole, Interim City Attorney *DC*

**SUBJECT:** Resolution recognizing the Amendments made to the General Plan in Light of the Adoption of "The Ranch" and the "Let Antioch Voters Decide" Initiatives

---

### **RECOMMENDED ACTION**

It is recommended that the City Council withdraw this proposed action at this time.

### **STRATEGIC PURPOSE**

The proposed action is consistent with **Strategy N-1**: Effectively and efficiently provide legal services in support of the City's policies, procedures and initiatives.

### **FISCAL IMPACT**

None.

### **DISCUSSION**

This matter was continued to this meeting after initially being placed on the November 27, 2018, Council Meeting Agenda. The matter was again continued after being scheduled for consideration at the January 8, 2019 regular City Council meeting.

After further consideration, this Office has determined it is advisable to withdraw this matter at this time. While this Office does not believe the litigation against The Ranch and Let Antioch Voters Decide is meritorious, this Office believes there is no reason to take the proposed action while the initial phase of that litigation is pending. This Office has contacted the sponsors of the two initiatives and neither objects to delaying the consideration of this item.

### **ATTACHMENT**

None.





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

**SUBMITTED BY:** Nancy Kaiser, Parks and Recreation Director *Nancy Kaiser*

**SUBJECT:** **PARKS AND RECREATION COMMISSION APPOINTMENTS FOR TWO (2) PARTIAL-TERM VACANCIES EXPIRING MARCH 2020 AND APRIL 2022**

---

### **RECOMMENDED ACTION**

It is recommended that the Mayor nominate and Council appoint by resolution:

- 1) One Member to the Parks and Recreation Commission for a partial-term vacancy expiring March 2020; and
- 2) One Member to the Parks and Recreation Commission for a partial-term vacancy expiring April 2022.

### **STRATEGIC PURPOSE**

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

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

### **FISCAL IMPACT**

Administering the Commission is a budgeted function of the Department; there is no additional fiscal impact. Commissioners serve in a voluntary role.

### **DISCUSSION**

The partial-terms for two members of the Parks and Recreation Commission are open due to resignations which occurred in fall 2018. The Commission vacancies were posted and four residents submitted applications during the recruitment period ending November 16, 2018. The applicants were interviewed by Mayor Sean Wright and Nancy Kaiser, Parks and Recreation Director. The term for one appointment expires March 2020 and the term for the second appointment will expire April 2022.

The applicants are as follows:

Marie Arce  
Mitchell Belche  
Daniel Herzberg  
Shagoofa Kahn

**ATTACHMENTS**

- A. Resolution
- B. Applications

RESOLUTION NO. 2019/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPOINTING {INSERT NAME OF APPOINTEES AFTER APPOINTMENT} TO THE  
PARKS AND RECREATION COMMISSION FOR TWO (2) PARTIAL-TERM  
VACANCIES EXPIRING MARCH 2020 AND APRIL 2022**

**WHEREAS**, there are currently two (2) partial-term vacancies on the Parks and Recreation Commission ending in March 2020 and April 2022; and

**WHEREAS**, the City Clerk's Office made announcement of the vacancies and solicited applications for the two (2) partial-term vacancies; and

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

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

**WHEREAS**, Mayor Sean Wright has nominated {insert name of appointees and individual term after appointment} to the Parks and Recreation Commission.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the Mayor's nominations of {insert name of appointees after appointment} and appoints them to serve on the Parks and Recreation Commission, as Commissioners, partial-term, ending March 2020 and April 2022.

\* \* \* \* \*

**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 5<sup>th</sup> day of February, 2019 by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

---

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



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CITY OF ANTIOCH  
CITY CLERK

**APPLICATION DEADLINE: 5:00 p.m. Friday, November 16, 2018**

APPLICATION FOR COMMUNITY SERVICE

**PARKS & RECREATION COMMISSION - Two (2) Partial-term vacancies**

Print your name: Marie Arce

Address: 3930 Rocky Point Drive City: Antioch

ZIP Code: 94509 Phone (H) 415-707-9757 (W) 415-707-9757 (C) 415-707-9757

E-mail address: Marie.arce.photography@gmail.com

Employer: Mount Diablo Unitarian Universalist Church

Address: 55 Eckley Drive City: Walnut Creek

Occupation: Finance Manager

How long have you lived in Antioch? 20 years

List the three (3) main reasons for you interest in this appointment: Living in Antioch most of my life I have enjoyed the beauty of Antioch's parks and festivities as a kid. Now it is my turn to ensure that the youth and all residents have the same opportunity. The three main reasons for my interest in this appointment is (1) to be a part of the positive direction of the community, (2) provide useful and relevant support to make sure that Antioch is using its parks and recreation department to benefit all in the community and (3) warrant clean and safe parks for future generations.

Have you attended any meetings of this commission? No, I have not attended any meetings of this commission.

Have you had any previous city community service on this commission? (If yes, please explain)? No, I do not have any previous community service on this commission.

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? The skills/knowledge that would be beneficial when serving on the Parks and Recreation Commission are my administrative, analytical and organizational skills. My experience allows me to offer my professional talents and my perspective as a youth growing up playing softball at the various fields in Antioch and now as a parent using these facilities.

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application. As you can see from my attached resume serving the community is very important. In past years my family would volunteer on Thanksgiving to serve homeless families at Shelter Inc. As a family serving is very important. Some of the reasons I decided to work at Mount Diablo Unitarian Church is their active role in improving social justice and their efforts to help reduce the homelessness. Over the last two years going to a park has had a different meaning for me. In 2016, my youngest daughter who was 3, was diagnosed with cancer. During treatment there were not many places that we were able to go to have fun due to treatment. So, we went to the parks. We had so much fun and those times that we spent I will hold near and dear. Having clean and safe parks has allowed me to have these memories and for that I will always be grateful.

By serving on the Parks and Recreation Commission it will allow me to serve my community by sharing my skills as a professional and my personal experience as a member of the community that has a desire and passion for this city and all it has to offer.

The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time? Yes, I am available to attend the Parks and Recreation Commission meetings on the third Thursday of each month at 7:00 p.m.

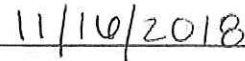
Please attach your resume (*recommended to enhance your application*).

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

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



Signature



Date

**Marie Arce**

Antioch Ca, 94509

(p) 415-707-9757

marie.arce.photography@gmail.com

**EDUCATION**  
2015-Present

**GOLDEN GATE UNIVERSITY**  
B.A., Public Administration  
GPA 3.8 on 4.0 scale

SAN FRANCISCO

**QUALIFICATIONS**  
2006-Present

**HUMAN RESOURCE/ADMINISTRATIVE**

- Writing policy, maintaining membership database
- Maintaining health benefit plans, general human resources
- maintaining of employee data and confidential business information
- Payroll, customer service, calendaring
- HTML coding, blogging, establishing procedures
- Organizing, developing, reporting

**ACCOUNTING/ANALYTICS**

2006-Present

- Processing payroll via Quickbooks and ADP
- Accounts payable and receivable, general ledger reconciling
- Bank deposits, bond and note processing, reporting
- Transferring funds, preparing statements, identifying discrepancies
- Data analysis, reporting

**MANAGEMENT**

2010-Present

- Schedule management, mentoring, interviewing and hiring
- Assuring compliance with procedures and enforcing policy
- reporting and continuous efficiency analysis
- Planning, executing and overseeing client relationships

**EXPERIENCE**

2013-Present

**Mt. Diablo Unitarian Universalist Church**  
*Business and Finance Administrator*  
*Office Manager*

Walnut Creek, CA

2011-2013

**Bond Manufacturing**  
*Import Associate*  
*Customer Service Representative*

Antioch, CA

2010-2011

**Mindful Schools**  
*Office and Human Resource Manager*

Oakland, CA

2006-2010

**HPG International**  
*Office Manager and Human Resource Associate*

San Francisco, CA

**OTHER EXPERIENCE**

- Shelter, Inc. fundraising advocate for three years. Collected food for approximately 100 families in need annually
- Owner of Marie Arce Photography, established in 2010
- Fundraising & advocate for childhood cancer research events
- Member of school site council

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NOV 16 2018

CITY OF ANTIOCH  
CITY CLERK



APPLICATION DEADLINE: 5:00 p.m. Friday, November 16, 2018

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION - Two (2) Partial-term vacancies

Print your name Mitchell Belche

Address 1314 B ST. City Antioch

ZIP Code 94509 Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) 925-550-8180

E-mail address mbelche@letsduet.org

Employer Duet

Address 1314 B ST. City Antioch

Occupation Music and life skills Teacher

How long have you lived in Antioch? 30 years

List the three (3) main reasons for you interest in this appointment: I am a father that has an energetic daughter, we frequently visit the parks and are seeking recreational activities. I am interested in improving Antioch and its facilities to ensure that families can enjoy the city. I enjoy networking and problem solving to help others.

Have you attended any meetings of this commission? No

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

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? I am a motivated leader that understands that any successful endeavor requires teamwork. I have experience working with a diverse population.



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

As a parent and long time resident, I have built a life here in Antioch. I have cultivated relationships throughout the city and plan to utilize those connections to ensure that their voices are heard. I look forward to the opportunity to serve and improve our community. Thank you for your time and consideration for this appointment.

The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time? yes

Please attach your resume (*recommended to enhance your application*).

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

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

Mitchell Gelche  
Signature

11/15/18  
Date

# Mitchell J. Belche

"We rise by lifting others"

1314 B ST.  
Antioch, Ca 94509  
(925) 550-8180  
mbelche@letsduet.org

## EXPERIENCE

### **Duet, Antioch** *Founder / Music & Life Skills Instructor*

2018 - PRESENT

Supporting children and adults diagnosed with autism and disabilities by providing music services and life skills.

### **Community Integrated Support Services, Antioch** *Creative Counselor*

2018 - PRESENT

Providing instruction and support to adults with special needs.

### **Anova Center for Education, Concord** *Middle School Coordinator*

2015 - 2018

Implementing policies and procedures in the classroom. Planning and facilitating modifications to meet the needs of students and staff.

## EDUCATION

### **San Francisco State University**

2018-PRESENT

Humanities, Public Administration

### **Los Medanos Community College**

2007-2017

Political Science

## SKILLS

Communication  
Decision Making  
Conflict Resolution  
Leadership  
Teamwork  
Creativity

## INTERESTS / HOBBIES

Family Time  
Recreational Activities  
Sports  
Writing Music  
Outdoors  
Design

## REFERENCES

**Jack Monroe** (925) 457-1841  
*Antioch Chamber of Commerce*

**Bryan Montgomery** (925) 625-7007  
*Oakley City Manager*

**Jachane Reyes** (925) 584-7852  
*C.I.S.S. Director of Operations*

See Attached

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NOV 16 2018

CITY OF ANTIOCH  
CITY CLERK



APPLICATION DEADLINE: 5:00 p.m. Friday, November 16, 2018

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION - Two (2) Partial-term vacancies

Print your name Daniel Herzberg

Address \_\_\_\_\_ City \_\_\_\_\_

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

E-mail address daniel@OptimumBusinessSolutions.net

Employer \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_

How long have you lived in Antioch? \_\_\_\_\_

List the three (3) main reasons for you interest in this appointment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Have you attended any meetings of this commission? \_\_\_\_\_

Have you had any previous city community service on this commission? (If yes, please explain) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Application for Community Service

Name: Daniel Herzberg, MSW

Address: 6004 Nortonville Ct, Antioch, CA 94531

Home phone: 925 219-8516

Work phone: 550 922-4493

Cell phone: 550 922-4493

Employer: Owner, Optimum Business Solutions, 25A Crescent Drive #141, Pleasant Hill, CA 94523

*Self-employed 25 years*

How long have you lived in Antioch? 10.5 years.

### List the 3 main reasons for your interest in this appointment:

1. I use the parks regularly and care about the quality and cleanliness of the parks.
2. I want to promote the safety and responsible use of the parks.
3. I want the parks to highlight the quality of Antioch as a residential and business community.

Have you attended meetings of this commission? Not yet.

Have you had any previous city community service on this commission? No.

### What skills and knowledge do you have that would be helpful in serving on the parks and recreation commission?

As an educator, entrepreneur, and business consultant I have a unique perspective on ways to accomplish cleaner, safer, and higher quality parks in the city, as well as effective community use of the parks. Having lived and travelled extensively around the US, I have used city parks my whole life for outdoor sports, including soccer, baseball, football, basketball, and volleyball, as well as for walking and enjoying outdoor social events. Because I have seen so many different parks around the SF Bay Area, Southern California, Oregon, Florida, and Michigan, I think I can provide a perspective beyond just looking at local parks. In addition, my brother has been a park planner on the San Francisco Peninsula for over 20 years, and over the years I have gained a perspective on many of the issues important to ensuring effective park and city management in my regular conversations with him. (San Mateo County is known for its excellent park management.)

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

I care very much about Antioch and its city parks, as well as its EBRP parks. I persistently lobbied the city and the EBRP for several years to add dispensers for Dog poop bags throughout the parks. As a result the city parks and the city itself is much cleaner. I have repeatedly reported dumping and personally cleaned up over 1,000 pounds of garbage, 1,000 pounds of dog waste, and personally swept glass from the streets (from broken bottles and car windows). I hate to see it. I also feel it triggers more irresponsible behavior--other dog owners feel it's ok to not pick up their dog waste in Antioch parks and Streets, which triggers a downward spiral of disregard for the community as a whole. Proactively cleaning up helps to inhibit this negative cycle.

I have also been my neighborhood watch block co-captain for the past 6 or so years.

In conjunction with the City's department of Economic Development I created a pilot Business Development Incentive Program in Antioch, which I first presented in June. I anticipate putting on additional workshops in the coming months.

I can attend Parks and Recreation meetings on Third Thursdays each month.

APPLICATION DEADLINE: 5:00 p.m. Friday, November 16, 2018

## APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION – Two (2) Partial-term vacancies

Print your name: Shagoofa Khan

Address City: 4305 Galenez Way

ZIP Code: 94531 Phone: (925) 384-8551 (H) (W) (C)

E-mail address: ShagoofaKhanx@gmail.com

Employer: JCPenneys

Address City: Antioch

Occupation: Sales Associate

How long have you lived in Antioch?: My entire life.

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

1. To serve my community.
2. Help enhance quality of life for our youth, and community members.
3. Learn more about the city which I am very proud to live in.

Have you attended any meetings of this commission?

- Unfortunately not since I have not heard of this commision until a couple of days ago.

Have you had any previous city community service on this commission? (If yes, please explain)

- No.

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission?

- My youthful perspective would be a great asset to this commision, because I understand what the youth needs are and can provide insight to what we can do to better our involvement with our youth. Since Measure W passed there will be funds secured for our youth, and I have the abilities to organize ways to incorporate different ideas from our youth themselves. I have always been involved with many different committees/organizations in which I learned how to increase collaboration among different stakeholders, become an effective communicator, and understand how to work with people. I ultimately want to be an active citizen in my community to help out in any way I can. It would be such an honor to be on this commission.

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

The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time?

- Yes.

*Please attach your resume (recommended to enhance your application).*

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

DELIVER OR MAIL TO: Office of the City Clerk

200 "H" Street P.O. Box 5007 Antioch, CA 94531-5007

Signature Date: November 15th 2018.

## ► Shagoofa Khan

1305 Galenez Way Antioch, CA 94531

Phone number: (925) 384-8551

E-mail: Shagoofakhanx@gmail.com

### **Objective**

To become a member on the Parks and Recreation Commission.

### **Experience**

Los Medanos Community College, Student Senate, Oct 2018 - Present

- ▶ Work with students, parents, teachers, and administrators
- ▶ Vote on policies
- ▶ Attend Meetings on Mondays

Kaiser Permanente, Volunteer, Sept 2016 - February 2018

- ▶ Discharge Patients
- ▶ Greet and provide appropriate information to people entering hospital

Local Control Accountability Plan, Facilitator, Dec 2016 – 2018

- ▶ Group Leader
- ▶ Facilitate group filled with parents, teachers, administrators, and students

School Site Council, Member, Nov 2016 - 2018

- ▶ Give recommendations
- ▶ Word on School Plan

JcPenneys, Sales Associate, June 2017 - Present

- ▶ Keep the fitting rooms empty
- ▶ Cashier
- ▶ Recover the store

Antioch Library, Volunteer, Oct 2016 - January 2017

- ▶ Organize bookshelves
- ▶ Provide information to people about locations of books

Kaiser Permanente, Intern, Feb 2018 - May 2018

- ▶ Work with Emergency Department Manager
- ▶ Work on projects
- ▶ Shadow health care professionals

State Superintendent School Community & Safety Committee, member, May 2018 - Current

- ▶ Work with state leaders on safety recommendations
- ▶ Give a student perspective on school safety to the committee members

### **Education**

Los Medanos College, 2018 - Present

- ▶ Majoring in Political Science

**Dozier-Libbey Medical High School, 2013 to 2018**

- ▶ Health Science, 1, 2, 3
  - Medical Terminology
- ▶ AP US History
- ▶ AP Language English
- ▶ AP World History
- ▶ Honors English
- ▶ EMT: Emergency Medical Technician

**Awards And Achievements**

- ▶ Youth Citizen Of The Year for Antioch, March 2018
- ▶ AUSD LCAP Participation Award, December 2017
- ▶ Tobacco Trainer Certificate, 2017
- ▶ CPR Certified, 2017
- ▶ 100 Hours of service at Kaiser Permanente, 2017

**Clubs**

- ▶ HOSA: Future Health Professionals, Member, 2016-2017
- ▶ Debate Club, Member, 2016-2017
- ▶ PTSA: Parents, Teacher Student Association, Member, 2016-2018
- ▶ Leadership, Friday Activity Commissioner, 2016-2017
- ▶ TUPE (Tobacco-Use Prevention Educator), Peer Educator 2015-2018
- ▶ Leadership, Announcement commissioner, 2017-2018

**Skills**

- ▶ Bilingual: English, and Pukhto
- ▶ Advanced in Microsoft word
- ▶ Communication
- ▶ Time Management
- ▶ Leadership





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

**SUBMITTED BY:** Nancy Kaiser, Parks and Recreation Director *Nancy Kaiser*

**SUBJECT:** **FEE AND PRICING POLICY FOR PARKS AND RECREATION SERVICES**

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving a Fee and Pricing Policy for Parks and Recreation Services.

### **STRATEGIC PURPOSE**

**Strategy F-1:** Improve the City's Business Processes  
Streamline processes

**Strategy J-5:** Examine General Fund subsidy to Recreation programs  
Analyze fee structure for recreation programs

A fee and pricing policy is a comprehensive document that guides pricing and developing fees and charges, including levels of subsidy and target goals.

### **FISCAL IMPACT**

If adopted, the Fee and Pricing Policy will increase revenues for parks and recreation services up to five percent (5%) over a five-year period.

### **DISCUSSION**

In 2018, the City contracted with Revenue & Cost Specialists, LLC to update citywide user fees and cost allocation plan. Recreation and park services and programs were included in the study. The consultants met with key City staff over several months to complete a detailed analysis of current processes, followed by fee recommendations in accordance with State regulations.

After a comprehensive review of the plan presented by the consulting team, the City Council directed staff to develop a more detailed plan for recreation and park services. Council further directed the Parks and Recreation Commission to review fees and pricing and make recommendations to Council.

The draft policy is a comprehensive document that guides pricing and developing fees and charges, including levels of subsidy and target goals. As with programs and service delivery, the policies and guidelines should reflect the trends in community interest, availability of resources, and fiscal stability. The draft policy includes more detailed definitions regarding program development, the levels of subsidy, pricing philosophy, and other factors that influence fees and charges.

The draft policy also includes new targets for cost recovery to attain within a five-year timeframe; direct recovery, direct and indirect recovery, and overall cost recovery.

### **ATTACHMENTS**

- A. Resolution
- B. Draft Fee and Pricing Policy

RESOLUTION NO. 2019/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING FEE AND PRICING POLICY FOR PARKS AND RECREATION SERVICES**

**WHEREAS**, the City updated cost allocation and citywide fees during a comprehensive study in 2018; and

**WHEREAS**, the Study recommended that Parks and Recreation programs and services receive additional policy review; and

**WHEREAS**, a Fee and Pricing Policy was developed to guide future program development; and

**WHEREAS**, the Parks and Recreation Commission reviewed the Policy and recommends approval.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the Fee and Pricing Policy for Parks and Recreation programs and services.

\* \* \* \* \*

**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 5<sup>th</sup> day of February, 2019 by the following vote:

**AYES:**

**ABSENT:**

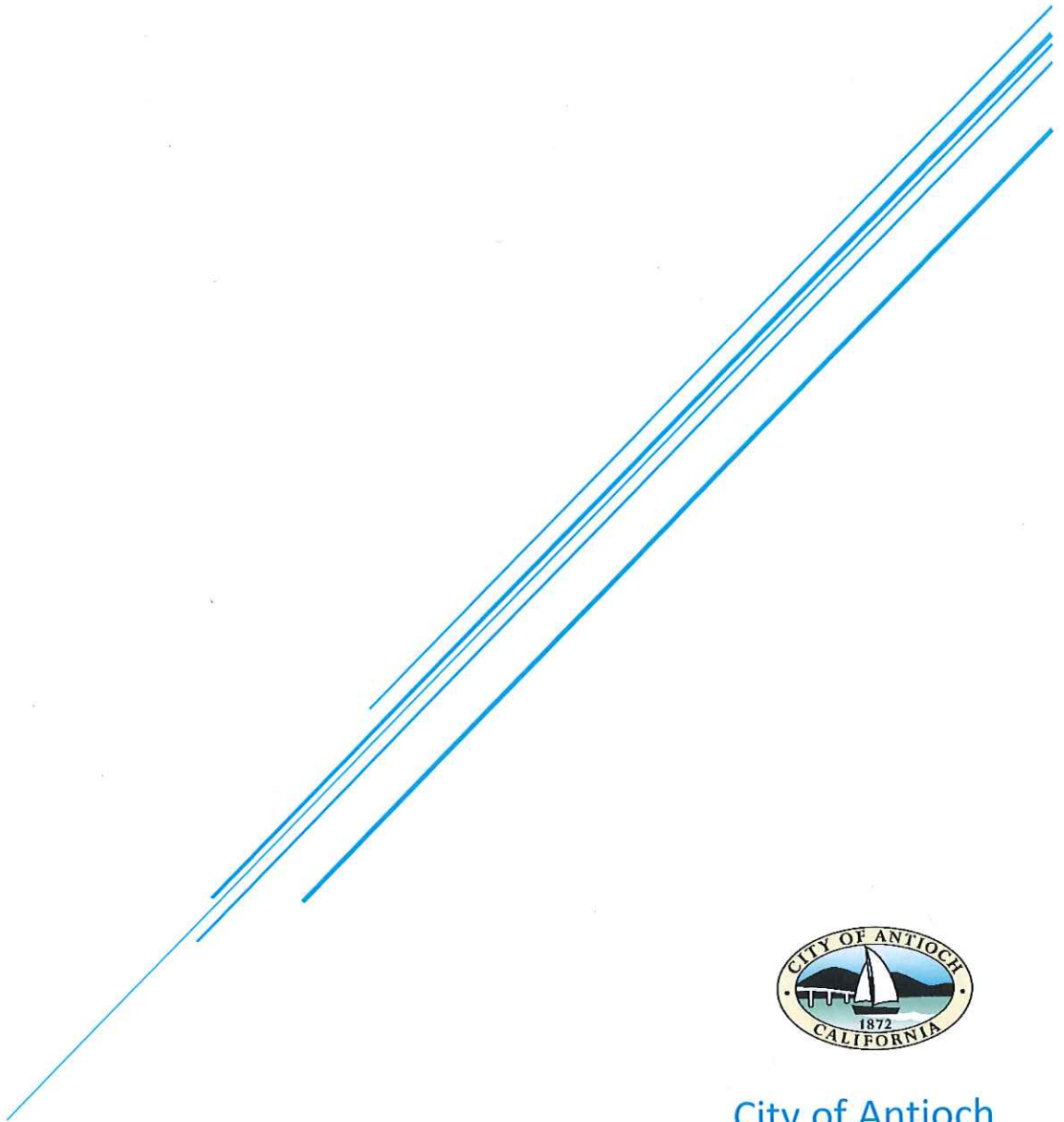
**NOES:**

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

# FEE AND PRICING POLICY

Recreation and Park Programs & Services



City of Antioch  
Approved January 2019



# Antioch Recreation Department

## Polices & Procedures

### ***FEE AND PRICING POLICY***

#### Introduction

The City of Antioch Recreation Department is dedicated to fostering healthy lifestyles and helping the community thrive. Our Mission is to unify and strengthen our community by creating quality experiences that inspires lifelong learning.

While the community as a whole benefit from the services provided, different levels of community investment are appropriate based on level of benefit. The goal of this policy is to create a balance between user fees and taxpayer investment for our programs, services and facilities, ensuring that all citizens have equal access and choice in participation.

Setting a pricing policy serves as a tool for evaluating services and establishing appropriate fees. Having a standardized methodology for developing fees aides staff in meeting goals and objectives for program development; it creates a framework for consistency and transparency. Establishing and maintaining a pricing policy stretches the taxpayer investment and allows the Department to realize the optimal return on basic funding. The policy also supports the user's investment in themselves based upon the individual benefit received from participation.

The Recreation Department offers many programs that benefit the residents and visitors of Antioch. The community as a whole benefit, and different levels of community investment are suitable based upon the level of benefit. This policy creates a balance between user fees and taxpayer investment for programs, services and facilities.

#### General Policy

The City strives to efficiently offer diversified services that ensures equal access and ability to participate. The Department prices programs, services and facilities in a manner that balances user fees and taxpayer investment. Pricing takes into consideration the public benefit, users' ability to pay, level of benefit and exclusivity the user receives above what a general taxpayer receives. Pricing ensures equity; those who benefit the most should pay the most. Pricing ensures that users pay appropriate fees and available taxpayer funds are used to achieve the optimal return on investment and ensure access to parks and programs.

Price is determined during the program development process.

- Identify & classify the program/class/service/event/facility
- Identify & link to recognized core services
- Determine direct and indirect costs



## Antioch Recreation Department

### Polices & Procedures

- Develop cost recovery goals and identify the cost recovery range
- Outline pricing methods
- Determine the price
- Identify any market comparison

A basic understanding of program development, pricing and revenue generation takes into account the following.

- Equity; those who benefit from the service should pay for it. Those who benefit the most should pay the most
- Value; customers should benefit in relation to or exceeding the relative worth
- Revenue production; revenue contributes toward the overall operation of the Department and provides flexibility to offer programs that may not be supported through tax payer funds
- Resources; expenditures are made using the most efficient use of resources in order to maximize program offerings
- Revenue collection; revenues are applied to the appropriate division to pay for direct costs, indirect costs and potential costs such as improvements
- Community Assistance; not all residents have the same ability to pay therefore opportunities exist to provide scholarships where appropriate

Additionally, the 2016 Recreation *Vision, Mission, Values* Statement outlines core services and program planning initiatives that complement the pricing policy and the development of fees and charges. (see attachment)

#### Category of Program Development

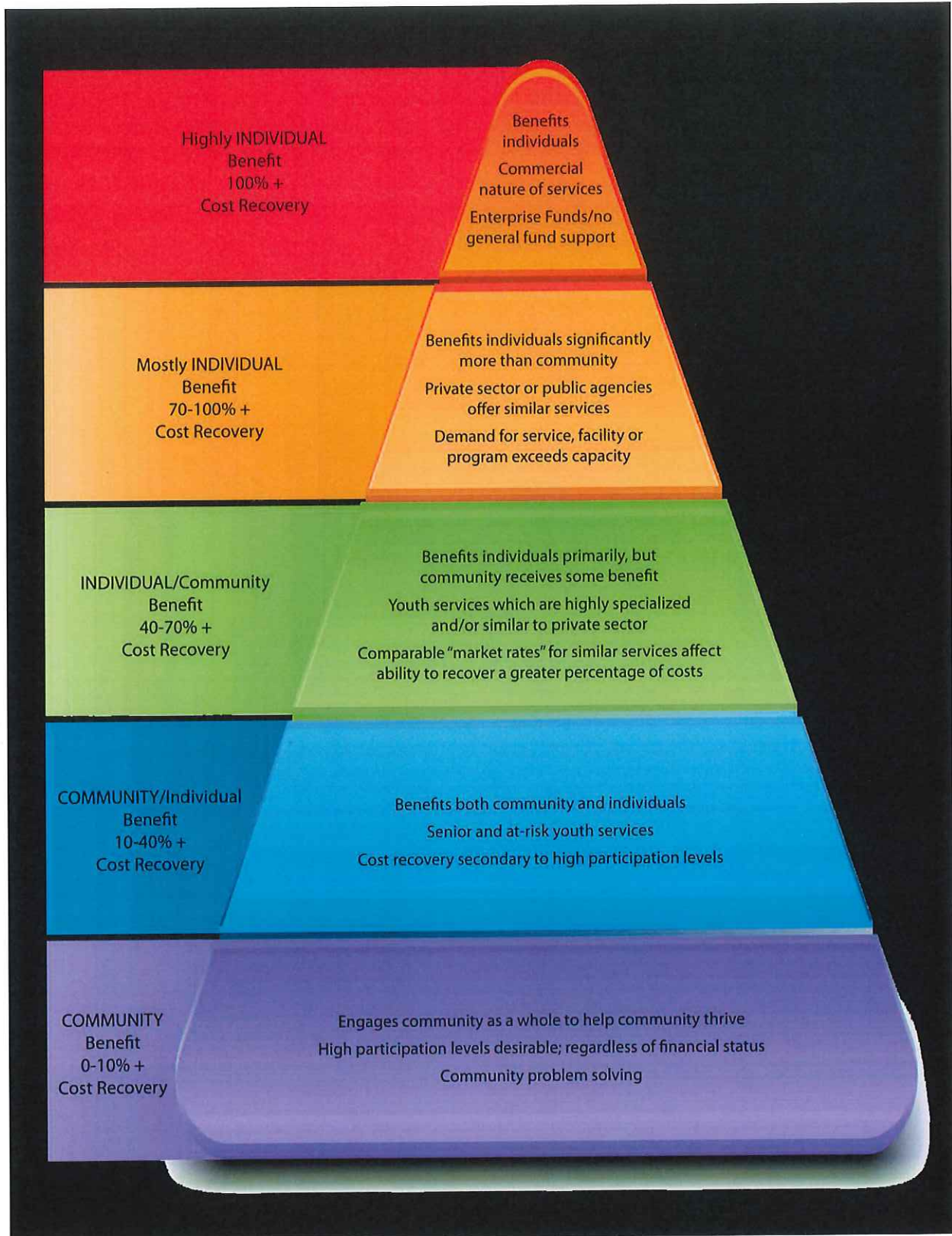
Recreation & Park programs and services are classified into five different categories. The type of service directly determines the cost recovery strategy or pricing methods to be used in the pricing of programs and products. The five categories are outlined and defined in the pyramid figure that follows.

The base level of the pyramid represents the mainstay of public parks and recreation programs. This foundation and upward progression is intended to represent recreation and park core services, while also reflecting growth and enhancement of the department's program and facility offerings. Programs are built with a broad supporting base of core service, enhanced with more specialized services as resources allow.



# Antioch Recreation Department

## Polices & Procedures





## Antioch Recreation Department

### Polices & Procedures

#### COMMUNITY Benefit

The foundational level of the pyramid is the largest and includes those programs, facilities and services that benefit the COMMUNITY as a whole. These programs, facilities and services may increase property values, provide safety, address social needs, and enhance quality of life for residents. The community generally expects the City to offer these services and supports paying for these services and facilities through taxes. These services are offered to residents at a minimal fee or no fee and support the core services of the Department. A large percentage of the tax support of the agency would fund this level of the pyramid.

#### COMMUNITY/Individual Benefit

The second and a smaller level of the pyramid represents programs, facilities and services which promote individual physical and mental well-being, and provide recreation skill development. They may have a community benefit but to a smaller group of the community. They are generally the more traditional, expected services and beginner instructional levels. These programs, services and facilities are typically assigned fees based on a specific percentage of direct and indirect costs. Costs are partially offset by both a tax subsidy to account for the COMMUNITY benefit and participant fees to account for the INDIVIDUAL benefit.

#### INDIVIDUAL/Community Benefit

The third and even smaller level of the pyramid represents services with less of a community benefit which promote individual, physical and mental well-being and provide an intermediate level of recreational skill development. This level provides more INDIVIDUAL benefit and less COMMUNITY benefit and is priced to reflect this. The individual fee recovers more costs or has a higher cost recovery goal than programs and services that fall within the lower levels of the pyramid.

#### Mostly INDIVIDUAL Benefit

The fourth level of the pyramid represents specialized services generally for specific groups and may have a competitive focus. In this level, programs and services may be priced to recover full cost including all direct and department indirect costs.

#### Highly INDIVIDUAL Benefit

The top level of the pyramid represents activities that are highly individualized and may even fall outside core services. In this level, programs and services should be priced to recover full cost including all direct, indirect costs, and other citywide costs.

#### Cost Recovery

The Department sets revenue and expenditure goals annually using the criteria within this policy through the budget process approved by the City Council. Programs and services are assigned a cost recovery percentage based on the characteristics outlined. Programs are evaluated to ensure they fall within the appropriate cost recovery goals.





## Antioch Recreation Department

### Polices & Procedures

The Department has identified five cost recovery ranges – Very Low, Low, Medium, High and High+ and each service provided by the Department will be assigned to one of these ranges based on type of use. It is important to note the cost recovery percentages assigned to each service represents what the Department would expect to recover under optimal conditions. However, the Department's ability to realize these cost recovery percentages may be constrained by a variety of internal and external factors. These include:

- Market rates and/or competition with other service providers
- Equity in opportunity and the ability to pay
- Community sentiment and expectations
- Political and social will
- Negotiations with external parties
- Program/service viability with decreased participation
- Time and demand of facilities and programs
- Sponsorships/partnerships

The difference between the cost and the revenue recovered represents the public investment in providing the service. The minimum amount of cost recovery for programs overall, is the direct costs associated with providing the program.

#### **COMMUNITY Benefit (0%-10%) Very Low-Range Cost Recovery Activities**

Services in this range have one or more of the following characteristics:

- Community generally and reasonably expects and supports the City to provide these services
- Engage the community as a whole to help the community thrive
- Primarily benefit the community as a whole, though individuals may also benefit
- High levels of resident participation are desirable, regardless of finance status
- Engage children and teens in safe, constructive activities
- Solve a community problem
- Engage seniors in enjoyable, life enhancing activities
- Celebrate the City's history and cultural diversity
- Have offsetting revenue sources to offer program at little or no cost

Services in this range include, but are not limited to:

- Ability to visit and enjoy parks & facilities on an informal basis
- Parks maintenance
- Senior activities/games, as well as senior support services
- Antioch Council of Teens (ACT)
- Community special events (holidays, tree lighting)
- Summer concerts/movies in the park



## **Antioch Recreation Department**

### **Polices & Procedures**

#### **COMMUNITY/Individual Benefit (10%-40%) Low-Range Cost Recovery Activities**

Services in this range have one or more of the following characteristics:

- Both individuals (or private parties) and the community as a whole receive benefits from the service
- Primarily for youth, but some alternative opportunities are available
- For youth at-risk or senior services
- Cost recovery is of secondary importance to high participation levels, particularly in the case of core services
- Provided for special populations, which would not, or are unable to, participate in other services

Services in this range include, but are not limited to:

- City sponsored special events with special activities
- Specialized senior programs
- Youth & tot swim lessons
- Youth & tot arts programs
- Youth sports & open gym

#### **INDIVIDUAL/Community Benefit (40%-70%) Medium-Range Cost Recovery Services**

Services in this range have one or more of the following characteristics:

- Individuals (or private parties) are the primary beneficiaries of the service, but the community as a whole receives some benefits
- Comparable "market" rates for similar services affect ability to recover a greater percentage of the costs
- Services are for youth, but are highly specialized and/or similar to those in the private sector
- Services are for adults addressing a need or problem, but full-cost recovery would adversely impact participation rates
- Contribute to improved health & wellness or other overarching Council goals

Services in this range include, but are not limited to:

- Youth school age camps
- Entry level instructional programs and individual classes
- Lifeguard training
- Group swim lessons
- Community theater

#### **Mostly INDIVIDUAL Benefit (70% to 100%) High-Range Cost Recovery Services**

Services in this range have one or more of the following characteristics:

- Individuals (or private parties) benefit significantly more than the community as a whole
- Similar services are offered by the private sector or other public agencies
- Adults are the primary beneficiaries
- Demand for service, facility or program exceeds capacity
- Need to recover most of direct and indirect costs



## Antioch Recreation Department

### Polices & Procedures

Services in this range include, but are not limited to:

- Water Park daily use
- Youth sports classes and leagues
- Youth special interest programs (babysitting, dance, Lego, chef, math)
- Adult/Senior classes (trips, cooking, Spanish)
- Group or permit park use

#### **Highly INDIVIDUAL Benefit (100%+) High+ Range Cost Recovery Services**

Services in this range have one or more of the following characteristics:

- High individual benefit
- Similar services are offered by the private sector or other public agencies
- Adults are the primary beneficiaries
- Services have a commercial nature
- Demand for service, facility or program exceeds capacity
- Need to recover direct and indirect costs

Services in this range include, but are not limited to:

- Concessions/snack bar
- Facility rental
- Adult sports leagues and classes
- Facility rentals
- Commercial recreation
- Private swim lessons

#### Direct/Indirect Costs

Direct costs are those costs which are easily and clearly identifiable to the cost objective (program, service or facility). Indirect costs benefit more than one cost objective and must be allocated proportionally. For example, the instructor fee for a class is a direct cost but the electricity for the building benefits all classes and is an indirect cost. (e.g. it must be allocated among the classes proportionately)

Each department operational unit records the total costs of operations including both direct and indirect costs. In general, these costs can be identified as follows:

<b>Direct</b>	<b>Indirect</b>
Instructor salaries & benefits	Indirect staffing (administration/supervision)
Part-time employee salaries & benefits	Maintenance
Service contracts	Capital replacement
Materials/supplies/equipment	Facility use
Field lighting	Marketing – advertising & promotion
	Utilities



## Antioch Recreation Department

### Polices & Procedures

The City recognizes that not all cases are "one price fits all" and the pricing policy must be built to recognize the Department's priorities and provide the highest amount of flexibility. Use of differential pricing accomplishes these goals by permitting the price to fluctuate based on predetermined factors such as optimal conditions or target user group. By incorporating differential pricing methods when appropriate, the policy also allows users to choose what level of service quality or quantity they want and pay accordingly.

There are pricing strategies to consider when establishing fees and charges for services and programs. Staff may take into account the following contributing factors to create fees.

- Primetime & non-primetime; allocating high demand primetime usage and optimizing the non-primetime usage.
- Full-time & part-time; amount of time a participant is committed to the program.
- Season & off-season; on season versus off-season recognizes priority in specific time periods.
- Location; one location versus another provides flexibility in recognizing that not all fields/facilities are the same size nor provide identical amenities.
- Age segment; target age segment (i.e. adult, senior, teen, youth) provides flexibility to recognize service priorities and permits variable recovery percentages.
- Economic gain; based on economic gain when used by private or closed membership groups for private economic gain, user fees charged are comparable to commercial rates. (Commercial rates for commercial purposes)
- Exclusive use; based on private exclusive use of public property.
- Incentives; provides incentives for such preferences as early registration, season passes, group admissions, or frequent use and return customers.
- Resident status; services are open to residents of neighboring communities. Non-resident customers may pay some sales taxes in the City, they do not pay property taxes or neighborhood or community park fees. In an attempt to mitigate this disparity, the Department includes a non-resident surcharge in its pricing strategy.

#### Types of Fees

The Recreation Department incorporates a variety of fees into the development of programs and services. Basic types of fees include but are not limited to,

- Admission fees
- User fees (classes, programs, etc.)
- Security deposit (rentals, etc.)
- Rental fees (facility, field, etc.)
- Sales fees (concessions)
- Permit fees (special event application)
- Reinvestment fees (maintenance accounts)



## Antioch Recreation Department

### Polices & Procedures

Going forward, there may be additional fees such as sponsorship fees, administration fees, and fees for additional or extraordinary services.

#### Establishing Fees and Pricing

The basic concept of establishing fees is to determine the costs and apply the recovery goal, and the pricing pyramid assists staff in establishing the base level of cost recovery and where the program fits. After that review, staff looks at the revenue goals and other pricing factors to establish the price for the program.

Just as the expenditures and recovery goals vary for each program/service/facility, so does the pricing methods and actual determination of the price. A pricing model is developed for each program/service/facility and assists staff in determining the price.

**Step 1:** Identify the program, service or facility

Is this a core service? Do any special circumstances exist?

**Step 2:** Determine the actual cost and include direct and indirect costs

**Step 3:** Review the cost recovery range and cost recovery goals to identify the percentage recovery

**Step 4:** Multiply the recover percentage by the total cost to arrive at the recovery amount

**Step 5:** Divide the recovery amount by the minimum number of people required to hold the class or activity

**Step 6:** Adjust the price in accordance with the appropriate pricing methods to establish differential pricing

**Step 7:** Review the price against industry standards, customer expectations and previous experiences

**Step 8:** Set final price.

#### Scholarships

The City of Antioch desires to have every resident youth participate in parks and recreation programs. The Department recognizes that not all customers possess the same ability to pay for programs, services and facilities. The community benefits from the active participation of targeted demographic groups (youth & seniors) as we foster healthy lifestyles. The Department offers a variety of fee and free programs and services to help meet this need.

The Department has scholarship/grant opportunities available to encourage program participation. Partners such as Community Development Block Grant (CDBG) and Antioch Community Foundation, supplement General Funds that are allocated for scholarships.



## Antioch Recreation Department

### Polices & Procedures

#### Discounts

In July 2017, City Council authorized discount or promotional fees of a limited nature to promote participation and generate additional revenue. The City recognizes discounts as a valuable marketing tool and all discounted fees are approved by the Parks and Recreation Director. Examples of discounted fees include “half-price” last day of summer water park admission and the “one day” recreation expo 15% discount.

Discounts may also be used to:

- Increase program/event enrollment or rentals
- Reward continuing/frequent customers and partners
- Encourage customers to try something new
- Facilitate early registration
- Promote registration for multiple sessions of a whole program

All discount programs are tracked for evaluation and analysis.

#### Partnerships

Partnerships bring together multiple entities to jointly develop, operate or maintain parks and recreation programs, events and facilities and share risk, operational costs, responsibilities and asset management based on the strengths and weaknesses of each partner. The Department may partner with an organization, individual or business to provide a community benefit, create social interaction, raise awareness or raise money to support a core service.

The Department evaluates each partnership opportunity in terms of potential benefits, challenges and drawbacks. When new partnerships are developed, the functions and services of the partnering organizations are recognized and the Department’s and the partner’s vision, mission and activities are communicated.

Currently, the Department has many successful partnerships with the local school district, governmental agencies and not-for-profit organizations. Key partners include but are not limited to, Antioch Police Athletic League (PAL), Jr. Giants, Antioch Chamber of Commerce, Antioch Senior Citizens Club, Celebrate Antioch Foundation, and the Antioch Rotary Club.

Partners provide seasonal programs, special events, and educational opportunities for residents. Each partnership meets a key goal of the City and supports the core services of the Department.

#### Overall Cost Recovery Goals

In 2018 the City completed a Cost of Services Study and included recreation program service areas and facility use in the project. Overall, the direct cost recovery for recreation is 73.7%, which includes the Water Park, general recreation services, senior services and facility rental. The direct and facility cost recovery is 51.4% while total cost



## Antioch Recreation Department

### Polices & Procedures

recovery is 39.1%. The typical agency, across the Country, recovers 28% of its operating expenditures from non-tax revenues.

Antioch desires to continue enhancing and improving cost recovery for recreation programs and department operations. The Parks and Recreation Commission spent several months reviewing and discussing cost recover goals and fee policies. As a result, the Commission recommends new cost recovery targets outlined below.

- Direct Cost Recovery  
Minimum 74% - Maximum 80%  
Target 2024
  
- Direct Field/Facility Cost Recovery  
Minimum 50% - Maximum 55%  
Target 2024
  
- Total Cost Recovery  
Minimum 40% - Maximum 45%  
Target 2024

#### Summary

The City of Antioch is dedicated to fostering healthy lifestyles and helping the community thrive. The Recreation Department, alongside Public Works, strives to maintain a quality reputation for providing exceptional parks, places, programs and services at a good value to the taxpayers.

The community will continue to grow and the formalization of a pricing policy provides staff with a comprehensive long-term strategy to address current and future needs of the Antioch.



## Antioch Recreation Department

### Polices & Procedures

#### ATTACHMENT A

#### Mission

To unify and strengthen our community by creating quality experiences that inspires lifelong learning

- Youth and family enrichment
- Health and fitness
- Sports and recreation
- Senior services
- Well maintained facilities, and
- Community and civic events

#### Vision

To lead Antioch in becoming the most desirable community in the region

#### Values

Diversity

Faith

Family

Integrity

Joy

Respect

Stewardship

Truth,

and having a positive impact that connects the community in a safe and trustful way.

#### Recreation & Parks Promise

We promise to provide valuable programs that connect residents of all ages; are high quality and delivered with a personal touch.





## Antioch Recreation Department

### Polices & Procedures

#### Strategic Planning Initiatives

- Youth Engagement

Develop a community engagement program for middle school and high school students; social media channels and opportunities /possibilities during non-school time.

Facilitate community support for youth and teen engagement; nonprofit organizations, parents, civic leaders, Chamber of Commerce, local businesses.

Develop a volunteer program that focuses on opportunities for teens not ready for employment due to age (under 16) or skill set.

Develop the Antioch Council of Teens (A.C.T.) to strengthen youth and teen relationships with the community; create a welcoming environment for teens to implement youth ideas.

- Recreation Programs

Seek opportunities to provide outdoor-centered events for active older adults.

Reserve and schedule facilities to capacity with a variety of programs; gymnasium, rooms, fields, parks.

Reduce the number of cancelled programs.

Create more family special events to strengthen social connections; cross connect neighborhoods.

Partner with local nonprofit organizations and other interests to combine efforts and programs for the community.

Explore the feasibility of hosting one or two community/multi-cultural events to maximize community participation.

Conduct a needs assessment to identify new and exciting programs for youth and adults, as well as older adults.

Develop high level standards for temporary employees and contract instructors; customer service, professionalism, language of courtesies, efficiency.



## Antioch Recreation Department

### Polices & Procedures

- Antioch Water Park

Develop a robust marketing program; begin December for the next season.

Improve the website page for the water park; work with City webmaster to update, change, implement methods for staff ability to update.

Provide the largest employment opportunity for Antioch youth; streamline the employment process.

Increase staff training and cross training programs to improve safety and efficiency; decrease staff costs.

Engage water park visitors by providing simple activities that connect them to larger City initiatives.

Provide a swimming education and water safety program that meets the highest standards; supports regional messages of water safety and drowning prevention.

Develop a detailed maintenance and repair program; prepare for upgrades; identify funding sources.

- Revenue Management

Develop new policy and procedural guidelines for program fees, facility fees, admission fees. Include flexibility in pricing strategies to capitalize on marketing efforts.

Reduce the gap on cost recovery; program and department levels. Identify and define administrative costs.

Dedicate more time towards program evaluation; develop more effective evaluation tools and methodology.

Identify (separate) time, funds, resources that support larger City initiatives; demonstrate support to civic leaders.

Decrease general fund support by 10% in the short term; develop opportunities to be flexible in using resources; connect marketing to revenue generation.

Develop a department presentation that tells the story of program and service levels; organize by service area, describe citywide support, demonstrate benefits of services to the community, family, individual.



## Antioch Recreation Department

### Polices & Procedures

Increase knowledge base of ActiveNet program to increase efficiency, marketing, and customer retention.

Seek partnership opportunities to increase services and programs.

- Facilities

Develop a facility upgrade and maintenance plan; invest in aging facilities. Fund equipment replacement every year.

Evaluate contract vs. in-house services (BBM and LBM specifically). Make adjustments that maximizes service, ensures high standards, and streamlines the budget.

Develop robust standards and employee check lists that keep facilities clean.

Improve staff training and safety program; develop guidelines for building attendants, recruit high performing employees.

Create a standard procedure for reservable facilities; application, agreement/contract, deposits, payments.

Develop and implement a new facility reservation oversight operation that doesn't burden one unit; share responsibility, tasks, services.

Develop on-line field reservation program.

Research and market new long-term tenants for Sunday use of facilities; use a RFP process to reach across the community and look for new users.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

**SUBMITTED BY:** Jon Blank, Public Works Director/City Engineer *JB*

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

**SUBJECT:** Brackish Water Desalination Plant – Project Stabilization Agreement, (P.W. 694)

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager or his designee to execute a Project Stabilization Agreement and direct staff to include the agreement in the bid documents for the construction of the Brackish Water Desalination Plant.

### **STRATEGIC PURPOSE**

This action supports Strategy K-1 in the Strategic Plan by ensuring well-maintained public facilities and Strategy K-2 by delivering high quality water to our customers. By investigating and pursuing alternative potable water sources that improve treated water reliability, especially in times of severe drought, this project is an important part of maintaining a highly functioning and reliable water system.

### **FISCAL IMPACTS**

The total project cost for design and construction is estimated to be \$63,000,000. The City was awarded a \$10,000,000 Prop 1 Grant from the State Water Resources Control Board (SWRCB) for this project and obtained a \$1,000,000 low-interest planning loan from the SWRCB Drinking Water State Revolving Fund (DWSRF) Loan program. The balance of project funding is anticipated to come from a State Revolving Fund (SRF) loan.

Execution of a Project Stabilization Agreement is expected to have little, if any, effect on the total project cost.

### **DISCUSSION**

On April 11, 2018, the City Manager executed an agreement with Vlaming and Associates to prepare a Labor Stability Study to determine whether a Project Labor Agreement (PLA) or Project Stabilization Agreement (PSA) with local trade unions would be beneficial.

On June 12, 2018, the City Council adopted a resolution accepting the Labor Stability Study and authorized negotiations with the trade unions to execute a PSA. The PSA will support the City's intention to promote efficiency on the construction of the Brackish Water Desalination Plant by entering into a productive partnership with the local construction

labor community. The goals and benefits of this partnership are anticipated to: provide a competitive bidding environment; ensure the efficient and economical completion of the project; secure optimum productivity; boost the economy by generating local construction and related jobs; enhance employment opportunities to both Antioch residents and returning veterans; partner with responsible companies and contractors; and provide a means for peaceful settlement of labor disputes.

Staff recommends the City Council authorize the execution of the attached PSA and its inclusion in the progressive design/bid documents for the construction of the Brackish Water Desalination Plant. The agreement will not be executed by the City until the Contra Costa Trades Council and signatory unions have executed the agreement.

**ATTACHMENTS**

- A. Resolution
- B. Project Stabilization Agreement

**ATTACHMENT "A"**

**RESOLUTION NO. 2019/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
A PROJECT STABILIZATION AGREEMENT**

**WHEREAS**, on April 11, 2018, the City Manager executed an agreement with Vlaming and Associates to prepare a Labor Stability Study to determine whether a Project Labor Agreement (PLA) or Project Stabilization Agreement (PSA) with local trade unions would be beneficial in achieving the City's construction objectives; and

**WHEREAS**, on June 12, 2018, the City Council adopted Resolution No. 2018/72 accepting the Labor Stability Study and authorized negotiations with the trade unions to execute a PSA; and

**WHEREAS**, the City desires to approve the Project Stabilization Agreement and authorize the City Manager or his designee to execute the Project Stabilization Agreement and direct staff to include the agreement in the bid documents for the construction of the Brackish Water Desalination Plant.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the Project Stabilization Agreement for the Brackish Water Desalination Plant Project; authorizes the City Manager or his designee to execute the Project Stabilization Agreement once the Contra Costa Trades Council and signatory unions have executed the agreement; and direct staff to include the fully executed PSA in the bid documents for the construction of the Brackish Water Desalination Plant, 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 5<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

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

**ATTACHMENT "B"**

**PROJECT STABILIZATION AGREEMENT**

for the

**CITY OF ANTIOCH  
BRACKISH WATER DESALINATION PLANT PROJECT**

Between the

**CITY OF ANTIOCH**

and

**CONTRA COSTA COUNTY BUILDING &  
CONSTRUCTION TRADES COUNCIL  
AND ITS AFFILIATED LOCAL UNIONS**

**PREAMBLE**

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Antioch ("Owner"), together with other contractors and/or subcontractors ("Contractor(s)"), who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Contra Costa County Building & Construction Trades Council ("Council") and its affiliated local unions who have executed this Agreement (referred to individually as "Union" and collectively as "Unions"). The parties further agree that the provisions of this Agreement shall apply to the construction of the Brackish Water Desalination Plant Project ("Project") by the City of Antioch ("Owner").

**Recitals**

WHEREAS, the Contractors will be engaged in construction of the Project; and

WHEREAS, a skilled labor pool represented by Building Trades Unions will be required to complete the work involved; and

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WHEREAS, the Building Trades Unions agree to cooperate in every way possible with employees of the Contractors; and

WHEREAS, the parties desire to provide employment opportunities on the Project to residents of the City of Antioch and immediately surrounding communities; and

WHEREAS, the parties desire to provide employment opportunities on the Project to military veterans returning from overseas conflicts; and

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

WHEREAS, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and to shorten construction schedules, thereby further reducing costs, resulting in timely completion of the Project; and

WHEREAS, the parties desire to mutually establish and stabilize wages, hours and working conditions for the employees employed on the Project by the Contractors, and further to encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement;

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

**ARTICLE 1**  
**PURPOSE**

- 1.1 The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftspeople and to provide for peaceful, efficient and binding procedure for settling labor disputes. In so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction and to secure optimum productivity, on-schedule performance and Owner satisfaction.
- 1.2 It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the Project, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.
- 1.3 It is in the interest of the parties to this Agreement to employ local residents and to utilize resources available in the local area.



- 1.4 The Council, Unions and all Contractors agree to abide by the terms and conditions of this Agreement and agree that this Agreement represents the complete understanding of the Parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory Union as a condition of performing work within the scope of this Agreement.
- 1.5 The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project work specifically covered by this Agreement.

**ARTICLE 2**  
**SCOPE OF AGREEMENT**

- 2.1 The provisions of this Agreement, including the local master labor agreements (“Master Labor Agreement(s)”) of the Union(s) signatory to this Agreement incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement, except as provided in Section 2.4. To the extent a provision of this Agreement is inconsistent with a Master Labor Agreement, the provisions of this Agreement shall prevail. Where a provision of a Master Labor Agreement is not inconsistent with this Agreement, the provisions of the Master Labor Agreement shall apply.
- 2.2 The Project covered by this Agreement consists of the construction of a new desalination plant capable of processing of up to six million gallons per day of finished water in the City of Antioch, California. The new desalination plant will include reverse osmosis and post-treatment systems, chemical feed and storage facilities, and other associated non-process facilities and will be constructed within the fence line of the existing Antioch water treatment plant. Also included within the scope of this Project are the following component projects: demolition of the existing and construction of a new intake pump facility and fish screen; construction of a new raw water pipeline from the intake pump facility to the water treatment plant; construction of a new pipeline from the current water treatment plant to the desalination plant; and construction of a new brine disposal pipeline from the desalination plant to the Delta Diablo Wastewater Treatment Plant outfall.
- 2.3 This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and

exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and modular furniture installation. On-site work includes work done solely for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement covers work typically performed by craft labor in California that is part of supporting startup, calibration and commissioning, including, but not limited to, loop checks, rework and modifications, functional and operational testing up to and including the final running test. Nothing in Section 2.3 shall be construed as prohibiting or limiting facility operating personnel, Owner's, or Contractor's and manufacturing representative's personnel from operating or testing systems and/or being trained prior to covered work being completed. It is understood that the Owner's, or Contractor's, manufacturer's and vendor's representatives, and facility operating and maintenance personnel may provide technical assistance for, supervise, direct and otherwise directly participate in such operating, testing or training, and that craft work is typically performed as part of a joint effort with these representatives and personnel.

2.3.2 All on-site fabrication work over which the Owner or the Contractor(s) possesses the right of control (including work done for the Project in any temporary yard or area established for the Project), and which is traditionally claimed as on-site fabrication, shall be performed on-site. For the convenience of the Contractor(s), such work may be performed off-site. In that event, such fabrication work shall be performed in accordance with the union standards established by this Agreement for the appropriate craft Union or a fabrication agreement approved by the craft's International Union. Additionally, this Agreement covers any off-site work, including fabrication, necessary for the Project and traditionally performed by any of the Unions that is covered by a current Master Labor Agreement or local addenda to a National Agreement of the applicable Union(s).

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand, or other fill or material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by law and by the prevailing wage determinations of the California Department of Industrial Relations. Contractor, including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by bid specifications.

- 2.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles 5, 6 and 12 of this Agreement shall apply to such work.
- 2.5 Except as provided by Section 2.3.2, there shall be no limitation or restriction upon the choice of materials or upon the full use of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. Fabrication provisions contained in existing appropriate national or local agreements shall be applicable.
- 2.6 It is recognized by the parties to this Agreement that the signatory Contractor(s) and Coordinator (as defined in Article 7 of this Agreement) are acting only on behalf of said Contractor(s) and Coordinator, and said Contractor(s) and Coordinator have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the Owner.
- 2.7 The working conditions and hours of employment herein provided have been negotiated by the Unions exclusively with the representatives of the Contractor(s).
- 2.8 It is expressly agreed and understood by the parties hereto that the Owner shall have the right to purchase material and equipment from any source, consistent with Section 2.5, and the craftspersons will handle and install such material and equipment.
- 2.9 Without limiting the foregoing, the parties recognize and agree that the following work shall be excluded from the scope of this Agreement:
- (a) Work performed by Contractors' supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, supervisors, timekeepers, messengers, guards, or any other employees above the classification of senior general foreman or inspectors, material testers, and/or x-ray technicians, *except* to the extent that such drafters, detailers, inspectors, material testers, and/or x-ray technicians are customarily covered by the Master Labor Agreement and as to which classification a prevailing wage determination has been published;

- (b) Work relating to the installation of the Owner's furniture, fixtures and equipment that do not have a permanent connection to a building or facility, but are needed for post-construction occupancy and operations; however, the installation of office modular furniture, as set forth in the applicable Prevailing Wage Determination, shall be covered by this Agreement;
- (c) Work of employees of any Contractor, design team or any other consultant of the Owner not performing construction craft labor covered by a Master Labor Agreement;
- (d) Work performed on or near, or leading to or into the Project site by state, county, or other governmental bodies, including the Owner, or their contractor(s); or by utilities or their contractor(s); that is not part of the Project, including, but not limited to, maintenance and operations;
- (e) Off-site maintenance of leased equipment and on-site supervision of such work;
- (f) Emergency work necessary to maintain existing facility operations; and
- (g) Work performed by employees of a manufacturer or vendor on the or vendor's equipment if required by the warranty agreement the manufacturer or vendor and the Owner or Contractor(s) in order to maintain the warranty or guarantee on such equipment, and provided that the warranty agreement is the manufacturer's or vendor's usual and customary warranty agreement for such equipment and is consistent with industry practice.

**ARTICLE 3**  
**SUBCONTRACTS**

- 3.1 Each Contractor(s) agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement. Any Contractor(s) or subcontractor working on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement.
- 3.2 A subcontractor is defined as any person, firm or corporation who agrees under contract with the Owner, the Contractor(s), or a subcontractor of the Contractor, to perform work on the Project, or any part or portion of the construction work covered by the prime contract, including the operating of construction equipment, performance of labor and/or installation of materials.

- 3.3 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.
- 3.4 A Contractor(s) who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement, shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments to Health & Welfare, Pension, Vacation/Holiday Dues Supplement and Training & Retraining Funds, except as provided in the California Labor Code or the applicable Master Labor Agreement.
- 3.4.1 The Contractor(s) will give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first, and shall specify the name and address of the subcontractor. Written notice of a subcontract provided to the Union at a Pre-Job Conference shall be deemed written notice under this provision for those subcontractors listed at the Pre-Job only.
- 3.4.2 Thereafter, if such subcontractor should become delinquent in the payment of any wages or benefits as above specified, the Trust Fund shall immediately give written notice thereof to the Contractor(s) and to the subcontractor specifying the nature and amount of such delinquency.
- 3.4.3 In the event the Contractor(s) fails to give written notice of a subcontract as required herein, such Contractor(s) shall be liable for all delinquencies of the subcontractor on this Project only without limitation.
- 3.4.4 The provisions of this Section 3.4 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of this subcontracting provision, including its enforcement, may be enforced by or subject to strike action.
- 3.4.5 Nothing in this Agreement is meant to interfere with the normal enforcement or collection rights of the fringe benefit Trust Funds.

**ARTICLE 4**  
**RELATIONSHIP BETWEEN PARTIES**

- 4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Coordinator and signatory Contractor(s) unless signed by such parent, affiliate, subsidiary, or other division of such company.

- 4.2 Unless specifically provided otherwise in this Agreement, each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor(s) or any dispute between the signatory Union(s) and the Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor(s) party to this Agreement.
- 4.3 It is mutually agreed by the parties that any liability by a signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the signatory Contractors and the other Unions party to this Agreement.

**ARTICLE 5**  
**NO STRIKES - NO LOCKOUTS**

- 5.1 During the life of this Agreement, the Union(s) and its members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage or hand-billing of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind at the Project site, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.
- 5.1.1 Withholding employees for failure of a Contractor(s) to tender trust fund contributions as required in accordance with Article 17 or for failure to meet its weekly payroll is not a violation of this Article 5; however, the Union shall give the affected Contractor and the Coordinator written notice forty-eight (48) hours prior to the withholding of employees.
- 5.2 Upon written facsimile or telegraphic notice of a violation to the Local and International Union(s) offices, the Union(s) and its officers shall take immediate action and will use its (their) best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s) to replace the employees represented by the Union(s) in violation of this Agreement in any way the Contractor(s) chooses, until the Union(s) effects the return to work of such employees. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 5.

- 5.3 In consideration of the foregoing, the Contractor(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the Owner's or Contractors' decision to terminate or suspend work on the site or any portion thereof for any reason.
- 5.4 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure per Article 12, if invoked.
- 5.5 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.
- 5.5.1 The party invoking this procedure shall immediately notify Robert Hirsch, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, William Riker shall serve as the Alternate Arbitrator. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, electronic mail or similar means to the party alleged to be in violation and the involved Union General President.
- 5.5.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.
- 5.5.3 The Arbitrator shall notify the parties by facsimile, electronic mail or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.
- 5.5.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred

to hereinabove in the following manner. Facsimile, electronic mail or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 5.5.4 of the Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- 5.5.6 Liquidated Damages. A party found to have violated the provisions of this Article 5 No Strike-No Lockout section shall cease such violation within eight (8) hours of the award of the Arbitrator. Should the violation continue past eight (8) hours, the party in violation shall pay to the affected party as liquidated damages the actual damages or the sum of ten thousand dollars (\$10,000.00) per shift, or portion thereof, whichever is greater, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.
- 5.5.7 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.
- 5.5.8 The fees and expenses of the Arbitrator shall be borne by the party or parties found to be in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.5.9 The procedures contained in this Article shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures per Article 12.

**ARTICLE 6**  
**WORK ASSIGNMENTS AND JURISDICTIONAL**  
**DISPUTES—NORTHERN CALIFORNIA PLAN**

- 6.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes between or among Building and Construction Trades Unions, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction



Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.

- 6.2.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies an Arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 6.4 As provided in Article 8, below, the prime Contractor will conduct pre-job conferences for all Contractors with the Unions prior to commencement of work by the Contractors. At these conferences all jurisdictional assignments will be announced. The Council and representatives of the Owner shall be advised in advance of all such conferences.

#### **ARTICLE 7** **COORDINATOR**

- 7.1 The Owner shall appoint a Coordinator who is responsible for the administration and application of this Agreement.
- 7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will conduct the monthly joint Labor/Management meeting referred to in Article 9 below. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

#### **ARTICLE 8** **PRE-JOB CONFERENCE / MARK UP MEETING**

- 8.1 Timing/Attendees:
- 8.1.1 The Prime Contractor shall hold and the Council and Owner staff representative or designee shall chair a mandatory Pre-Job Conference with representatives of all involved Contractors and the Unions at a location mutually agreeable to the Council, at least twenty-one (21) calendar days prior to:

- (a) The commencement of any Project work; and
  - (b) The commencement of Project work on each subsequently awarded Construction Contract.
- 8.1.2 The conference shall be attended by a representative of each participating Contractor, each affected Union, and the applicable Council. Representatives from the Owner may attend at their discretion.
- 8.2 Pre-Job Conference / Mark Up Meeting. The information presented at the pre-job conference will include but not be limited to:
- (a) A listing of each Contractor's scope of work;
  - (b) The craft work assignments;
  - (c) The estimated number of craft workers required to perform the work;
  - (d) Any transportation arrangements;
  - (e) The estimated start and completion dates of the work;
  - (f) Discussion of pre-fabricated materials;
  - (g) Discussion of any trucking work regarding the on-haul and/or off-haul of materials, including applicable rates of pay;
  - (h) All workforce requirements for the Project; and
  - (i) A listing of any warranty work to be performed by the employees of an equipment manufacturer or vendor to protect the warranty on such equipment as described in Section 2.10(g), above, if any, for which the Contractor using the vendor or manufacturer shall demonstrate by reference to the specific manufacturer or vendor warranty provisions requiring that the work be performed by the manufacturer's or vendor's employees.
- 8.3 In addition to the Pre-Job Conference required by Section 8.1, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union(s), Contractor(s) or the Coordinator.
- 8.4 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.1 of this Agreement. The work assignments shall be made in writing. Any craft objecting to the Contractor's proposed assignment of work shall have ten (10) working days from the date of the Pre-Job Conference or Mark-Up meeting to submit written objections to the Contractor before the Contractor makes the work assignments final.

- 8.5 The Coordinator will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.
- 8.6 Project work shall not commence for any Contractor until an **Agreement to be Bound** has been signed and submitted by a duly authorized representative of the Contractor to the applicable Union(s) and the Council.

**ARTICLE 9**  
**JOINT LABOR/MANAGEMENT MEETINGS**

- 9.1 A joint Labor/Management meeting will be held on a periodic basis between the Coordinator, the Contractors and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craftspersons and the Contractors on the Project. These periodic meetings will also include discussion of the scheduling and productivity on work performed on the Project.

**ARTICLE 10**  
**MANAGEMENT RIGHTS**

- 10.1 Consistent with the Master Labor Agreements, the Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
  - B. Decide the number and types of employees required to perform the work safely and efficiently.
  - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
  - D. Require all employees to observe the Contractors' reasonable Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.

- E. Discharge or discipline employees for just cause.
- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work that is authorized by the craft's local collective bargaining agreement, however, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
- G. No local rules, customs or practices, other than those specifically enumerated in this Agreement or the Master Labor Agreement, are applicable.
- H. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
- I. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

**ARTICLE 11**  
**WORK RULES**

- 11.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), it being understood that in the selection of such foremen and/or general foremen the Contractor(s) will give primary consideration to the qualified individuals referred to the Contractor(s) who are available in the Local Area. After giving such consideration, the Employer may select such individuals from other areas. The number of foremen and general foremen required shall be in accordance with the respective local craft Master Agreements. Craft foremen and general foremen shall take orders from the designated Contractor(s) representatives. Craft foremen shall be designated as working foremen at the request of the Contractor(s), in accordance with the Master Agreement.

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- 11.2 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craftspersons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.
- 11.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).
- 11.4 Employees shall be at their place of work (as designated by the Contractor at the pre-job meeting) and ready to work at the starting time and shall remain at their place of work performing their assigned functions until quitting time. A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.
- 11.5 Slowdowns, standby crews and featherbedding practices will not be tolerated.
- 11.6 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the Owner or others who are not covered by this Agreement including, but not limited to, maintenance and operations.
- 11.7 Contractors shall provide rest and meal periods in accordance with Industrial Welfare Commission Order No. 16-2001. Any dispute regarding rest and meal periods provided in this section shall be resolved exclusively under the provisions of Article 12 of this Agreement.
- 11.8 There shall be no interference with a manufacturer's or vendor's deliveries of equipment, apparatus, or machinery to the jobsite since such deliveries shall not fall under this Agreement, except as set forth in Section 2.5. Unloading and moving of the above will be performed by the applicable craft employees pursuant to the terms of this Agreement.
- 11.9 The Contractor(s) will furnish facilities for storage of tools, adequate sanitary facilities and clean and dry change rooms. However, Contractor(s) will incur no liability for loss, theft, or damage to personal tools left in tool storage not provided by the Contractor(s). The Contractor(s) has the right to take any reasonable action deemed necessary to control tool losses. Personal tools when brought onto the jobsite at time of employment may be inventoried as to type and number of tools and condition. Tool provision and losses will be handled according to the individual craft local agreements.
- 11.10 The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause overmanning, limit

production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices. However, the lawful manning provisions of the applicable craft's local collective bargaining agreement shall be recognized.

**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

- 12.1 It is mutually agreed that disputes involving the application or interpretation of a Master Labor Agreement to which a Contractor and Union are parties, and all disputes involving employee discipline or discharge, shall be resolved pursuant to the grievance and arbitration provisions of the applicable Master Labor Agreement. No employee working on the Project shall be disciplined or discharged without just cause. However, any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes or certain safety disputes as defined below) shall be considered a grievance hereunder and shall be resolved pursuant to the grievance procedure set forth below.
- 12.2 The Contractors, as well as the Unions, may bring forth grievances under this Article.
- 12.3 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within ten (10) working days after the incident which initiated the alleged grievance occurred, or within ten (10) working days after the grieving party became aware or should have become aware of the incident.
- 12.4 Grievances shall be settled according to the following procedure:

Step 1

The steward and the grievant shall attempt to resolve the grievance with the craft supervisor.

Step 2

In the event the matter remains unresolved in Step 1 above, within five (5) working days, within five (5) working days thereafter, the alleged grievance in writing may then be referred to the business manager of the Union involved and the labor relations representative of the Contractor for discussion and resolution.

Step 3

In the event the matter remains unresolved in Step 2 above

within five (5) working days, within five (5) working days thereafter, the grievance in writing may then be referred to the manager of labor relations of the Contractor or the manager's designated representative, and the Coordinator, for discussion and resolution with the business manager of the involved Union. The Union shall also notify its International Union representative prior to the Step 3 meeting, and the International Union representative shall advise if they intend to participate in the Step 3 meeting. The Council and the Owner shall have the right to participate in any efforts to resolve the dispute at Step 3.

#### Step 4

If the grievance is not settled in the preceding steps within five (5) working days, within five (5) working days thereafter, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Coordinator. An Arbitrator selected from a permanent panel of Arbitrators consisting of William Riker, Thomas Angelo, Robert Hirsch, and Barry Winograd will hear grievances filed pursuant to this Article. Should the parties be unable to mutually agree on the selection of an Arbitrator from among those on the panel, selection for that given arbitration shall be made by alternately striking names from the list of names on the panel until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall be the party bringing forth the grievance. In the event the last remaining Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the last stricken Arbitrator will be selected. A reasonable time is defined as thirty (30) days.

- 12.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 12.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the Coordinator. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

- 12.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.
- 12.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from, any provision of this Agreement.
- 12.9 Any party to a grievance may invite the Owner to participate in resolution of a grievance. The Owner may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 12.10 In determining whether the time limits of Steps 2-4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail, electronic mail, faxed or postmarked within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail, electronic mail, faxed or postmarked during the extended time period.

**ARTICLE 13**  
**UNION RECOGNITION AND REPRESENTATION**

13. All employees who are employed by the Contractor(s) shall, as a condition of employment, on or before the eighth (8<sup>th</sup>) day of consecutive or cumulative employment on a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the applicable local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.
- 13.2 The Contractor(s) recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for its craft employees on the Project.
- 13.3 Authorized representatives of the Unions shall have access to the site during established working hours, provided they do not unduly interfere with the work of the employees, and further provided, that such representatives fully comply with the visitor safety and security rules established for the Project.
- 13.4 A steward shall be a working journeyman appointed by the authorized union representative of the local Union(s) who shall, in addition to work as a journeyman, be permitted to



perform during working hours such Union(s) duties as cannot be performed at other times which consists of those duties assigned by the business manager or business agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the Contractor(s) agrees to allow the steward a reasonable amount of time for the performance of such duties. The steward shall not leave the work area without notifying the appropriate supervisor.

- 13.5 The steward will be paid at the journeyman wage for the job classification in which the steward is employed.
- 13.6 The working steward will be subject to discharge for just cause to the same extent as other employees provided, however, that the Union shall be notified twenty-four (24) hours prior to the discharge.
- 13.7 The steward shall remain on the job until its completion, or until no more than three (3) employees are left on the job, provided the steward is qualified to perform the work to be done; unless removed by the business manager.

#### **ARTICLE 14** **REFERRAL**

- 14.1 Contractors performing construction work on the Project described in the Agreement shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of Federal law. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with Article 12.
- 14.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).
- 14.3 In the event referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s) (Saturday, Sunday and holidays excepted), the Contractor(s) shall be free to obtain employees from any source. These employees shall be recognized as temporary employees. The Contractor(s) shall notify the Unions of such temporary gate hires. These temporary employees shall be replaced by qualified journeymen when available.
- 14.4 Employment of Local Area Residents. The parties to this Agreement support the development of increased numbers of skilled construction workers from the "Local Area",

which is defined as: Tier 1—the City of Antioch; Tier 2—the other communities in east Contra Costa County; and Tier 3—the remainder of Contra Costa County. To the extent allowed by law, and consistent with the Local Union’s hiring hall provisions, and, further, as long as they possess the requisite skills and qualifications, residents, including journeymen and apprentices, within the Local Area shall be referred in order according to Tier commencing with Tier 1 and continuing through Tier 3 and then to non-Local Area residents until all positions in the dispatch request have been filled for Project work covered by this Agreement.

**ARTICLE 15**  
**NON-DISCRIMINATION**

- 15.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, age, religion, political affiliation, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership or non-membership in a labor organization in hiring or dispatch of workers to the jobsite or any other basis recognized by law.

**ARTICLE 16**  
**APPRENTICES**

- 16.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor(s) will employ apprentices from a California state-approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.
- 16.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.
- 16.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

**ARTICLE 17**  
**WAGE SCALES and FRINGE BENEFITS**

- 17.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales and fringe benefit contributions contained in the appropriate local Master Labor Agreements which have been negotiated by the historically recognized bargaining agencies and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

- 17.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining unit on the effective date as set forth in the applicable local Master Labor Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.
- 17.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local Master Labor Agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.
- 17.4 Wages due shall be paid to all employees weekly, not later than on Friday, and not more than three (3) days' wages may be withheld and shall be paid before the end of the work shift. Payment shall be made by check with detachable stub, or by direct deposit with a wage statement.
- 17.5 When an employee is discharged, the employee shall be paid wages due immediately. An employee laid off or terminated shall be given a termination slip immediately upon termination of work. The termination slip shall be completed stating the reason for termination, and the employee's copy shall have, in addition to the firm's name, the firm's address. If an employee voluntarily terminates, wages due shall be paid in accordance with California State Law.

**ARTICLE 18**  
**HOURS OF WORK, OVERTIME and SHIFTS**

- 18.1 Hours or Work: The work week will start on Monday and conclude on Sunday. Eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 5:30 p.m. with one-half (1/2) hour designated for lunch midway through the shift. Forty (40) hours per week, Monday through Friday, shall constitute a regular week's work. The foregoing provisions of this Article are applicable unless otherwise provided in the General Prevailing Wage Determinations made by the Director of Industrial Relations pursuant to the California Labor Code. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.
- 18.2 Overtime: Overtime will be in compliance with the applicable General prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

- 18.3 Shifts: Shift work may be performed at the option of the Contractor(s) but, when performed, it must continue for a period of not less than five (5) consecutive working days, *except* at the request of the Owner for work involving tie in to existing distribution pipelines or facility operations to ensure continuous delivery of water where such five (5) day minimum shall be waived. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth day. Shift premiums shall be paid in accordance with the applicable Master Labor Agreement. In the event the second or third shift of any regular work shall extend into a holiday, the employees shall be paid in accordance with the terms of the applicable Master Labor Agreement.

**ARTICLE 19**  
**HOLIDAYS**

- 19.1 Holidays will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

**ARTICLE 20**  
**REPORTING PAY**

- 20.1 Any employee reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts work shall receive four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid for actual hours worked.
- 20.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the Contractor(s) or its designated representative.
- 20.1.2 The provisions of this Section are not applicable where the employee voluntarily quits or is out by reason of a strike, in which case the employee shall be paid for the actual time worked.
- 20.2 It will not be a violation of this Agreement when the Owner or Contractor(s) consider it necessary to shut down because of an emergency situation that could endanger life or property. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Owner or Contractor(s) request

employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

**ARTICLE 21**  
**TRAVEL, SUBSISTENCE and ZONE PAY**

- 21.1 Travel, subsistence and zone pay will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

**ARTICLE 22**  
**HEALTH, SAFETY & SUBSTANCE POLICY**

- 22.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as established by the Owner and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 22.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the contractor(s). Nothing in this Agreement will make the Unions(s) liable to any employee or to other persons in the event that injury or accident occurs.
- 22.3 A convenient supply of cold and potable drinking water shall be provided by the Contractor(s).
- 22.4 This Project shall be a drug free workplace. Workers shall not possess, use, be under the influence of, provide, dispense, receive, sell, offer to sell alcohol and/or controlled substances as defined by law while on the Owner's property. Violation of this provision shall subject the worker to discipline up to and including termination.
- 22.5 The Parties agree to recognize and use the Substance Abuse Prevention Program contained in each applicable Union's Master Labor Agreement.

**ARTICLE 23**  
**SECURITY OF MATERIAL, EQUIPMENT and TOOLS**

- 23.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractor(s).
- 23.2 All employees will comply with the security procedures established by the Contractor(s) and the Owner.

**ARTICLE 24**  
**CALL-INS**

- 24.1 When employees are called in to work at times other than their regularly established shift, they shall be paid not less than four (4) hours at the applicable overtime rate for that day.

**ARTICLE 25**  
**HELMETS TO HARDHATS**

- 25.1 The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 25.2 The Unions and Contractor(s) agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**ARTICLE 26**  
**COUNTERPARTS/AUTHORITY**

- 26.1 Any other agreement or modification of this Agreement must be reduced to writing and signed by the parties.
- 26.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.
- 26.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

**ARTICLE 27**  
**GENERAL SAVINGS CLAUSE**

- 27.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

**ARTICLE 28**  
**DURATION OF AGREEMENT**

- 28.1 This Agreement shall become effective on the day it is executed by the Owner and the Council and shall continue in full force and effect until completion of all component projects within the Scope of the Project.
- 28.2 This Agreement shall be included in the bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of construction contracts for the Project.

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**Signatures**

**City of Antioch**

**Contra Costa County Building &  
Construction Trades Council**

\_\_\_\_\_  
**Ron Bernal,  
City Manager**

\_\_\_\_\_  
**Bill Whitney,  
Chief Executive Officer**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

B26



**Signatures**

**Signatory Unions:**

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers & Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Northern California Regional  
of Council of Carpenters for itself and on  
behalf of its affiliated local unions

Northern California District Council  
of Laborers for itself and on behalf of  
its affiliated local unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

Electrical Workers Local #302

District Council #16,  
Painters & Allied Trades

Plasterers Local #66

United Association Local #483,  
Sprinkler Fitters

United Association Local #159

United Association Local #342

United Association Local #355

Elevator Constructors Local #8

ATTACHMENT "A"

**PROJECT STABILIZATION AGREEMENT  
FOR  
FOR THE CITY OF ANTIOCH  
BRACKISH WATER DESALINATION PLANT PROJECT  
BETWEEN THE  
CITY OF ANTIOCH  
and  
SIGNATORY CONTRA COSTA COUNTY BUILDING CONSTRUCTION TRADES UNIONS  
AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the City of Antioch Brackish Water Desalination Plant Project, (PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Project Stabilization Agreement (AGREEMENT), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto;
- (2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 16 of this AGREEMENT.
- (3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.
- (5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Name of Prime Contractor or  
Higher Level Subcontractor)

CSLB #: \_\_\_\_\_

\_\_\_\_\_  
(Address)

Motor Carrier Permit No. \_\_\_\_\_

\_\_\_\_\_  
(Phone #) (Fax #)

State Public Works Registration #: \_\_\_\_\_


\_\_\_\_\_  
City of Antioch Brackish Water Desalination Plant Project  
Project Stabilization Agreement  
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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director 

**SUBJECT:** New City Attorney Appointment

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a motion appointing Thomas Smith as City Attorney; approving the Agreement with Thomas Smith for City Attorney Services and authorizing the Mayor to sign the Agreement and amendment (Attachment A).

### **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.

### **FISCAL IMPACT**

The proposed Agreement with Mr. Smith states that annual compensation is \$195,000. His benefits are consistent with other Executive Management employees; although he will not be eligible for the City of Antioch's Medical-after-Retirement benefit that has been discontinued for new employees. He will be entitled to a contribution to a Medical-After-Retirement account offered to other Executive Management employees. Mr. Smith will serve at the pleasure of the City Council majority; although, as typical for City Attorney contracts, he would be entitled to a severance payment if he is terminated without good cause and does not secure comparable employment. The severance payment would be limited to 6 months of salary and health benefits.

### **DISCUSSION**

The City Council began a comprehensive recruitment process by utilizing the services of Avery & Associates, Paul Kimura as the recruiter.

### **Thomas Smith**

Thomas Smith has served as an Attorney for Meyers Nave Riback Silver & Wilson and while working for Myers Nave he has been assigned to the City of San Leandro as Assistant City Attorney and has provided legal counsel to the City of El Cerrito, City of Larkspur, and Central Contra Costa Sanitary District. While working for Garcia Hernandez & Sawhney, Mr. Smith supported a City, a special district and several community college entities. His earlier legal experiences were with two Boston based

law firms where he supported public policy issues and provided advisory services for non-profits, star-ups and venture capitalists. Mr. Smith has extensive experience in public law, contract law, conflicts of interest, workplace investigations, employee discipline and DFEH/EEOC matters. He has dealt with issues of the Political Reform Act, Ralph M. Brown Act and the Public Records Act. Prior to completing law school, Mr. Smith worked for three years as an Administrative Manager for a global law firm where he oversaw four departments with responsibility for business planning and the profit and loss statement. Mr. Smith also founded and was Executive Director for a Boston based Charter School geared towards grades 6 – 8. He started his professional career as a business analyst for McKinsey & Company in New York. The press release announcing the appointment is attached (Attachment B).

**ATTACHMENTS**

A. Proposed Employment Agreement and amendment with Thomas Smith.

Exhibit 1: City of Antioch Management Benefit Document October 1, 2016 through September 30, 2021

B. Press Release for the Appointment of Thomas Smith as City Attorney.

**CITY OF ANTIOCH  
AGREEMENT WITH THOMAS SMITH FOR  
CITY ATTORNEY SERVICES**

This Agreement ("Agreement"), dated for reference purposes only the 5<sup>th</sup> day of February, 2019, is made and entered into at Antioch, California by and between the City of Antioch, California ("City") and Thomas Smith ("Smith"). This Agreement (the "Agreement") shall be effective on the date the Agreement is signed by Smith and the City ("Effective Date").

**RECITALS**

**WHEREAS**, the City requires the services of a person with proven qualifications to fill the position of City Attorney; and

**WHEREAS**, the City, acting by and through its City Council, desires to employ the services of Smith as City Attorney and to appropriately compensate him for such services; and

**WHEREAS**, Smith desires to be employed by the City as City Attorney for appropriate compensation and conditions of employment;

**NOW, THEREFORE**, in consideration of the mutual promises, terms and conditions contained in this Agreement, the parties agree as follows:

**Section 1 – Appointment.** The City agrees to employ and appoint Smith to the position of City Attorney for the City of Antioch, California, upon the commencement of the Term defined below. Smith accepts employment as City Attorney and agrees to serve as such. Smith serves at the pleasure of a majority of the City Council, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Smith at any time, subject only to the provisions in this Agreement.

**Section 2 – Term.** This Agreement shall start no sooner than March 1, 2019 and shall continue for a period of three years from Smith's first date of employment or until terminated pursuant to this Agreement.

**Section 3 – Duties.** Smith's employment shall be full time. As City Attorney, Smith shall perform the duties and functions of the City Attorney identified in State law, the Antioch Municipal Code, the ordinances, resolutions, policies, rules and regulations existing thereunder and other duties and functions as the City Council may assign. Smith agrees: (1) to perform all duties and functions in a professional and ethical manner to the best of his skill and ability and (2) to use his best efforts to promote and advance the interests and the City Council's goals and objectives.

Smith understands and agrees that the position of City Attorney is not a part time position and will require Smith to work greater than a customary forty (40) hour week. Although City Hall is generally open to the public during regular set work hours, Smith shall perform his obligations as full time City Attorney during regular work hours and on such evenings, weekends and other times as are necessary. Smith also acknowledges that the position of City Attorney is a position of high visibility before the public and agrees that he shall conduct himself before the public and City staff, both during and outside of regular working hours, in a manner that reflects favorably on the City.

**Section 4 – No Other Employment.** Smith agrees not to undertake any other employment during the term of this Agreement unless such work will not interfere with the accomplishment of his duties herein and is authorized by the express consent of the City Council, which consent shall not unreasonably be withheld. Smith further agrees to confer with the City Council before undertaking any non-paid projects for organizations other than the City which may require a substantial time commitment by Smith and interfere with the accomplishment of his duties as City Attorney.

**Section 5 – Termination by Smith.** Smith may terminate this Agreement and resign as City Attorney at any time, for any reason, upon 45 days' prior written notice to the City. Upon receipt of written notice from Smith, the City may elect to immediately remove Smith from his position as City Attorney or to allow Smith to remain as City Attorney for all or any part of the notice period. If the City removes Smith from his position as City Attorney prior to the expiration of the notice period, the City will pay Smith an amount equal to the salary and benefits that Smith would have received if he had remained in the City Attorney position until the expiration of the notice period, less legally required withholdings. If the City advises Smith that he should continue to perform his duties and functions as City Attorney during the notice period, and Smith fails to do so, Smith will receive no salary or benefits after the last date on which he actually performs his City Attorney duties and functions.

**Section 6 – Termination by City.**

- A. **Termination for Good Cause.** The City Attorney may be discharged for good cause. Good cause includes criminal conviction for acts other than vehicle violations or the exercise of personal civil rights unrelated to City employment, acts of moral turpitude or fiscal malfeasance, or, as determined in the reasonable discretions of the City Council, a complete or near complete failure to perform in his position of City Attorney, if that failure continues for a period of thirty (30) days after Smith receives written notice from the City Council specifying the acts or omissions deemed to constitute that failure.

If the City elects to terminate this Agreement for good cause, it will pay Smith for all earned pay and accrued, unused vacation leave at the time it notifies Smith of the termination decision, less legally required withholdings. Smith will be entitled to no pay or benefits after the date that the City notifies him that this Agreement and his employment by the City have been terminated for good

cause. If the City Council intends to terminate this Agreement for good cause, it will provide notice of its intention to Smith with a written explanation of the basis for that decision, sent to Smith's last known home address at least thirty (30) calendar days prior to the City Council meeting in which the termination will be considered, and Smith shall have the opportunity to resign during this period. In lieu of thirty (30) calendar days' notice, the City may place Smith on thirty (30) calendar days paid administrative leave. Smith will have the right to meet with the City Council for the purposes of discussing the basis for his proposed termination for good cause prior to a final vote on his termination, which will take place in closed session unless Smith timely exercises any right he possesses under Government Code section 54957(b)(1)-(2), if applicable. In order to exercise his right to meet with the Council, Smith must provide a written request to meet to the Mayor of the City and the City Manager within five (5) calendar days of the date of the meeting in which termination of employment will be considered. Failure to timely provide such written notice shall constitute a waiver of the right to be heard. Unless he timely exercises his right under Government Code section 54957(b)(1)-(2), to the extent those provisions are applicable, Smith shall have no right to be heard publicly by the City Council prior or subsequent to a final vote on his termination and hereby waives any right to be heard publicly under the Antioch Municipal Code; provided however that no provision of this Agreement shall constitute a waiver of Smith's rights in law or equity to recover damages caused by an abuse of this provision by the City.

- B. Termination Without Good Cause. If the City elects to terminate this Agreement and Smith's employment without good cause as defined in this Agreement, it shall not be required to provide any reasons for that decision to Smith or anyone else. A Notice of Termination Without Cause shall be provided in writing.

The City will pay Smith for all earned pay and accrued, unused vacation leave up to but not including the effective date of termination, less legally required withholdings. Additionally, the City will pay Smith his monthly salary and health benefits amounts (meaning just what is known as the flexible benefits or cafeteria plan amount) at the rate he is earning on the date he is given notice that this Agreement and his employment are being terminated, less legally required withholdings ("severance payment") for six (6) months following such notice, or until he receives comparable employment within such time, at which point the severance payments shall be discontinued. Comparable employment shall mean employment paying a salary equal to or more of his then current City Attorney salary.

- C. Smith shall not be entitled to any severance payment if he is terminated, resigns or retires following his arrest for a felony, a crime of moral turpitude, or a documented incident of dishonesty affecting the affairs of the City.

Further, pursuant to Article 2.6 of Division 2 of Title 5 of the California Government Code (sections 43243 et seq.), if Smith is convicted of a crime involving abuse of his position, as defined under State law, he shall not be entitled to paid leave during the investigation, any cash settlement paid related to termination, or any severance payment and Smith shall reimburse the City any such salary or benefits or payments provided in this circumstance.

**Section 7 – Inability to Perform Essential Duties and Functions.** Smith agrees that if he is unable to perform the essential duties and functions of the City Attorney position for any reason for more than 120 consecutive calendar days, the City may terminate this Agreement. If the City elects to terminate this Agreement based on Smith's inability to perform the essential duties and functions of the City Attorney position, it will also advise Smith in writing sent to Smith's last known home address. Such termination shall not be deemed termination for "good cause" as defined in this Agreement, unless Smith chooses to contest the termination pursuant to Section 6.A. above. At the time the City provides such notice, it will pay Smith for all earned pay and accrued, unused vacation leave, less legally required deductions. However, Smith will not be entitled to any severance payments described above pursuant to Section 6.b of this Agreement.

If termination of this Agreement is the result of the death of Smith, the City shall pay all salary and benefits then due to Smith's legal heir(s).

**Section 8 – Compensation.**

- A. **Salary.** The City agrees to pay Smith for the performance of his duties and functions an annual salary as follows: One hundred ninety-five thousand dollars (\$195,000). The City Council shall determine annually whether Smith shall be granted a cost of living adjustment (COLA) provided other Executive Management employees and whether Smith shall be granted any additional salary increase.

Salary will be paid in installments at the same time that other employees of the City are paid. Smith shall not be entitled to receive payment or credit for, and the City shall not pay or credit Smith for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Smith acknowledges that the position of City Attorney is exempt from the provisions of the Fair Labor Standards Act (FLSA).

- B. **Benefits.** During the term of this Agreement and his employment hereunder, Smith shall be entitled to receive benefits on the same terms and conditions as other Executive Management employees of the City as set forth in the current City of Antioch Management Benefit Document (the current City of Antioch Management Benefit Document dated October 1, 2016 through September 30, 2021 is attached as Exhibit 1), unless otherwise set forth in this Agreement:



- Retirement benefits available on the same terms and conditions as other Executive Management employees hired on or after January 1, 2013, who are new members of CalPERS and who were not in a reciprocal system, will be enrolled in the State-wide formula of 2% @ 62; three-year average final compensation period. In accordance with PEPRA, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS, or as may be amended through the Management Benefit Document for Executive Management employees.
- Smith shall not be entitled to the City of Antioch's Medical-After-Retirement benefit, but shall be entitled to a contribution to a Medical-After-Retirement Account (MARA) if offered to other Executive Management employees.
- Smith shall accrue vacation leave at the rate of 120 hours annually upon hire and shall move to the next accrual level in the Management Benefit Document at the start of the fourth (4<sup>th</sup>) year of employment. Upon initial hire, Smith shall be granted 120 hours of vacation accrual and allowed to use 40 hours without a waiting period.

Except as expressly set forth in this Agreement, Smith shall not be entitled to, nor be paid for, any other benefits available to non-Executive Management employees of the City.

**Section 9 – Performance Evaluations.** The City Council recognizes that for the City Attorney to respond to its needs and to grow in the performance of the City Attorney's job, the City Attorney needs to know how the City Council members evaluate the City Attorney's performance. To assure that the City Attorney gets this feedback, the City Council shall conduct an evaluation of the City Attorney's performance on or about the six (6) month anniversary of the first date of employment of Smith; Smith shall initiate the six-month performance update discussion. The City Council and the City Attorney shall jointly define goals and performance objectives which they deem necessary for the proper operation of the City in the attainment of the City Council's policy objectives, and shall establish the relative priority among the various goals and objectives. The City Council shall review and provide the City Attorney with a written evaluation of his performance based on criteria established by the City Council with the City Attorney's assistance. The City Council and the City Attorney shall jointly establish written performance goals and objectives within the first 30 days of the first date of employment of Smith.

The City Council shall conduct such evaluation and goal-setting at least annually thereafter. In the annual evaluation, the City Council and City Attorney shall jointly define such goals and performance objectives and shall further establish a relative priority among those goals and objectives. The City Council shall review and consider Smith's performance as City Attorney at least annually as close as reasonably possible to the first date of employment of Smith. The review shall be discussed with Smith and reduced to writing.

**Section 10 – Professional Development.** Understanding the need for Smith to remain current about principles of municipal law, the City agrees to pay for his attendance at professional conferences and training opportunities, and appropriate continuing education materials, subject to budgetary constraints that may occur from time to time. The City will also pay Smith's annual dues to the California State Bar, including membership in the Public Law Section but no other optional sections or enhancements, and basic membership in the Contra Costa County Bar Association.

**Section 11 – Confidential Information.** Smith agrees that he will not reveal any confidential information about the City, City officials, or City employees that he learns while performing the duties and functions of City Attorney.

**Section 12 – City Property.** Smith agrees that all materials, regardless of their form, that he receives, creates or produces in connection with this Agreement and/or his employment as City Attorney are and will remain the exclusive property of the City. Smith will immediately deliver all originals of such materials to the City that are in his possession or control upon termination of this Agreement.

**Section 13 – Assistance in Litigation.** Smith agrees that he will furnish information and proper assistance to the City as it may reasonably require with any litigation in which it is or may become involved, either during or after the termination of this Agreement. Smith further agrees that he will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or to any attorney for or representative of any person or entity, with actual or potential claims adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. Smith agrees to notify the City immediately upon receipt of any legal process pertaining to the City. This provision shall not apply to any criminal investigation targeting any City official or employee.

**Section 14 – Governing Law.** This Agreement will be construed and enforced in accordance with the laws of the State of California.

**Section 15 – Headings.** The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.

**Section 16 – Assignment.** Neither this Agreement nor any interest in this Agreement may be assigned.

**Section 17 – Severability.** If any provision or portion of this Agreement is held to be invalid or unenforceable, this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision(s) or portion(s) had never been included.

**Section 18 – Notices.** Notices pursuant to this Agreement will be deposited with the United States Postal Service, postage prepaid and addressed as follows:

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

With a copy to:      City Manager  
                                 City of Antioch  
                                 P.O. Box 5007  
                                 Antioch, CA 94531-5007

Smith:  
Thomas Smith  
At his then current address on file with the City

**Section 19 – Modification.** This Agreement may only be modified by a writing executed by the parties, the City Council having approved the modification on behalf of the City.

**Section 20 – Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between Smith and the City regarding his employment as City Attorney. Smith and the City agree that no representations, inducements, promises or agreements, oral or otherwise, have been made to either party, or anyone acting on behalf of either party, which are not stated herein, and that no agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

**Section 21 – Effective Date.** This Agreement will become effective on the date of execution by the parties and the Term shall commence as defined herein.

**Section 22 – Mediation of Disputes.** In the event that any dispute arises between the parties regarding the interpretation or implementation of any provision of this Agreement, the parties shall first submit the dispute to voluntary mediation prior to the filing of any lawsuit. If the parties cannot agree on selection of a mediator, then the matter shall be submitted to the Judicial Arbitration and Mediation Services (“JAMS-ENDISPUTE”) office in Walnut Creek, California, with a panelist to be assigned by that office’s administrator.

**Section 23- Venue.** In the event any party seeks to enforce this agreement or any of its terms by a civil action in court, following mediation as provided in the preceding paragraph, the venue for any such action shall be in Contra Costa Superior Court.

[Signatures on the following page]

City of Antioch

By: \_\_\_\_\_ Date \_\_\_\_\_  
Sean Wright, Mayor

Approved as to form:

\_\_\_\_\_ Date \_\_\_\_\_  
Derek Cole, Interim City Attorney

By:  Date 1/27/2019  
Thomas Smith

Exhibit 1: City of Antioch Management Benefit Document October 1, 2016 through September 30, 2021

**AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF ANTIOCH AND THOMAS SMITH**

The City of Antioch ("City") and Thomas Smith ("Smith") have entered into that certain Employment Agreement dated February 5, 2019 ("Agreement"), whereby Smith was employed as the City Attorney of the City. The parties agree to modify and amend the Agreement as follows:

1. **Section 9 – Performance Evaluation** of the Agreement is amended to include the following paragraph.

The City Council shall determine annually whether the City Attorney shall be granted an additional salary increase based on achievement of defined goals and objectives. The City Council shall use the following salary range (Step C through Step E) as a guideline to determine additional compensation. Step A \$176,871; Step B \$185,715; Step C \$195,000; Step D \$204,750; Step E \$214,988. Each step is an increase of 5%.

2. Except as modified herein all of the remaining terms and provisions of the Agreement dated February 5, 2019 shall remain in effect. If any conflicts exist between the Agreement and this Amendment, the Amendment shall govern.

City of Antioch

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sean Wright, Mayor

Approved as to form:

\_\_\_\_\_ Date: \_\_\_\_\_  
Derek Cole, Interim City Attorney

Attest:

\_\_\_\_\_ Date: \_\_\_\_\_  
Arne Simonsen, CMC, City Clerk of the City of Antioch

By:  \_\_\_\_\_ Date: 1/29/2019  
Thomas Smith

**CITY OF ANTIOCH**

**MANAGEMENT UNIT**

**BENEFIT DOCUMENT**

**OCTOBER 1, 2016 - SEPTEMBER 30, 2021**

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CITY OF ANTIOCH

MANAGEMENT EMPLOYEES' BENEFIT DOCUMENT

October 1, 2016 - September 30, 2021

1. COMPENSATION

All cost-of-living and equity adjustments shall become effective on the first day of the pay period closest to the effective date of the adjustment.

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.

B. "Me Too" Clause

During the term of this Agreement, the parties agree that increases/decreases negotiated with either Local 1 or OE3 will be implemented for this Unit, excluding

salary increases for the classifications of Water Treatment Plant Superintendent, Water Treatment Plant Supervisor, and Water Quality Analyst, for the period of October 1, 2016 through September 30, 2021. This Agreement will be reopened to determine the allocation of the percentage increase/decrease of the total package for the bargaining unit represented by either Local 1 or OE 3.

- The Management Unit shall select which bargaining unit's total package shall be used. However, in the event that a higher total package value is negotiated with one unit over another, the Management Unit shall receive the value of the single highest package, not a cumulative total of both package values – e.g., One unit receives 2.5% and one unit receives 2.7%, Management shall receive 2.7%, NOT 5.2%. The intent of this provision is for the Management Unit to be compensated equitably/equally to the bargain groups that they manage.
- The percentage increase/decrease of the total package shall be determined by the City's Finance Department. The Finance Department's determination is final and not appealable.
  - The percentage increase/decrease shall be determined by modifications to the following benefits.
    - Salaries
    - The change in contributions to the flexible benefit/cafeteria plan
    - Modifications to the contributions to retirement
      - PERS
      - Deferred Compensation
    - Holidays
    - Vacation
    - Sick Leave
- The parties will mutually agree to the allocation of the percentage increase/decrease of the total package; however, any benefit changes mandated by the City Council shall be incorporated in the allocation agreement. The Management Unit will always retain the option to take the compensation increase/decrease in the exact same way that the respective bargain unit has as long as it is legal for them to do so.

Examples: If there is a three percent (3%) total package increase negotiated with either Local 1 or OE3, the Management group shall receive a three percent (3%) increase. The determination of the allocation of the increase (all salary, salary increase and deferred

compensation increase, etc.) shall be negotiated. However, if the City Council mandates a change to a certain benefit, such as holidays, the mandated benefit change is not negotiable and shall be implemented.

C. Acting Pay

1. Management employees who are required to work in a higher classification are entitled to, after having previously worked in the higher class for a cumulative total of forty (40) hours, or those working on a 9/80 schedule either thirty-six (36) or forty-four (44) hours, a minimum of Step A of the higher classification pay range or five percent (5%) additional compensation, whichever is greater. At no time shall the Acting Pay exceed the maximum of the salary range established for the higher classification. To be entitled to Acting Pay, the employee must assume substantially all of the day-to-day duties of the higher position for a period of at least forty (40) continuous hours.
2. Deputy or Assistant Department Heads are eligible for acting pay only for department head absences in excess of thirty (30) calendar days. Acting as department head for shorter periods of time is considered to be a regular duty for which the employee is compensated in regular base salary.

D. Special Assignment Pay

The City Manager may authorize either two and one-half percent (2-1/2%) or five percent (5%) to any employee designated to be on special assignment.

E. Equity Adjustments for Water Treatment Plant Classifications

The Water Treatment Plant Superintendent top step will remain at 19% above the Water Treatment Plant Supervisor and Water Quality Analyst top step.

The Water Treatment Plant Supervisor and Water Quality Analyst top step will remain at 11.5% above the top step of Water Treatment Operator with certificate.

- F. Benefit Deduction – 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.

## 2. HEALTH & WELFARE BENEFITS

### A. Medical Insurance

The City contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and the City's Medical- After-Retirement Policy.

1. The City shall pay the PERS required Minimum Employer Contribution per month on behalf of each active and retired employee who participates in the City's health insurance plans.
2. Except as provided herein, employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, during the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

### B. Dental Insurance

1. The City shall make dental insurance available to active employees and the eligible dependents of active employees.
2. Except as provided herein, employees shall be required to enroll in the Dental Plan. 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, during 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 group life insurance policy for each employee in an amount equal to two times the employee's base salary, to a maximum of \$250,000, effective on the first day of the month following the date of hire. Employees shall be required to enroll in this life insurance policy.

2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability (LTD) Insurance

1. The City shall make a LTD Insurance Plan available for all employees. Under this Plan, an employee shall receive two-thirds (2/3) of salary after a ninety (90) day waiting period.
2. Enrollment in the LTD Insurance Plan is mandatory.
3. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other leave that will exceed his/her gross monthly salary.

E. Vision Care Insurance

1. The City shall make available to employees and the dependents of employees Options I, II, and III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc.
2. Enrollment in the Vision Care program is optional.

F. Employee Assistance Program

1. The City shall make available to employees the City's current Employee Assistance Program (EAP).
2. Enrollment in the EAP is mandatory.

G. Gym/Health Club Reimbursement Program

1. 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.
2. 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.

H. 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 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 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.

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-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.

I. Non-Industrial Disability

1. In the event of a non-industrial illness or injury, the employee is required to use all but forty (40) hours of accumulated sick leave before long-term disability benefits begin. If sick leave is exhausted before the end of the 90-calendar-day waiting period, vacation, compensatory time and floating holidays may be used. The employee also may use vacation, compensatory time and floating holidays beyond the 90-calendar-day waiting period to extend the time in which full salary can be received.
2. Medical, dental and life insurance shall be paid by the City during the first six (6) months of an unpaid leave of absence.

J. Industrial Disability

1. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California except that the City shall pay full salary during the first thirty (30) calendar days of such disability. After the first thirty (30) calendar days of such disability, the employee may use accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employee may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) calendar days, the employee is eligible for long-term disability insurance benefits in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability insurance plan unless the employee is using sick leave, vacation or compensatory time.

2. Medical, dental and life insurance premiums shall be paid by the City for up to one year during an industrial injury leave.

### 3. RETIREMENT BENEFITS

#### A. Public Employees' Retirement System (PERS)

All regular status employees hired prior to January 1, 2013, and PEPRA legacy/classic members, shall be provided coverage in the Public Employees' Retirement System (PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution. The City shall pay the remainder of the PERS Employer Contribution, and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

Regular status employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the State-wide formula of 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPRA provisions, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS.

#### B. Medical-After-Retirement

For employees hired prior to September 1, 2007, the City shall provide a Medical-After-Retirement benefit in accordance with the plan on file in the Human Resources Department. The City shall contribute to this Plan a set percentage of salary per month as determined and, as may be changed from time to time, by an actuarial review.

For employees hired on or after September 1, 2007, the City will contribute One point Five percent (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event the impacted employees in the bargaining unit agree to make a mandatory contribution of Two point Five percent (2.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account, the City will match such contribution up to an additional One percent (1.0%). The City's total contribution per employee will not exceed Two point Five percent (2.5%). In accordance with the MARA plan document, all impacted employees must participate in the 2.5% contribution. It is not an individual choice.

#### C. Deferred Compensation

1. For the term of this agreement the City shall contribute an amount equal to five percent (5%) of base salary to a deferred compensation account for each Executive Management employee.

Executive Management employees are those so designated on the Management salary schedule.

2. For the term of this agreement the City shall contribute an amount equal to two percent (2%) of base salary to a deferred compensation account for each Senior Management and Mid-Management/Professional employee. When contributions are reinstated, the minimum contribution shall be no less than Fifty Dollars and No/100ths (\$50.00) per month.

#### 4. LEAVES

##### A. Holidays

The City shall observe the following holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	3rd Monday, January
Lincoln's Birthday	February 12th
Washington's Birthday	3rd Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	1st Monday, September
Veteran's Day	November 11th
Thanksgiving	4th Thursday, November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

If a holiday falls on a Saturday, the preceding work day shall be observed; if the holiday falls on a Sunday, the following work day shall be observed.

##### B. Floating Holidays

The City shall provide two (2) floating holidays per year 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 (8-hour) increments. (Resolution 81/266).

##### C. Vacation

Executive Management employees shall be credited with fifteen (15) days of vacation leave on their date of hire for the first year and shall accumulate vacation thereafter as follows:

1. 4.615 hours per bi-monthly pay period from the start of the second year through the third year of service (15 days per year).  
  
6.154 hours per pay period from the start of the fourth year through the ninth year of service (20 days per year).  
  
7.077 hours per pay period from the start of the tenth year through the fourteenth year of service (23 days per year).  
  
7.692 hours per pay period from the start of the fifteenth year through the nineteenth year of service (25 days per year).  
  
9.230 hours per pay period from the start of the twentieth year of service (30 days per year.).
2. Senior Management and Mid-Management/Professional Employees; shall earn vacation leave as follows:  
  
3.385 hours per bi-monthly pay period from the date of initial hire through the fourth year of service (11 days per year).  
  
4.615 hours per pay period from the start of the fifth year through the ninth year of service (15 days per year).  
  
5.539 hours per pay period from the start of the tenth year through the fourteenth year of service (18 days per year).  
  
6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service (20 days per year).  
  
7.692 hours per pay period from the start of the twentieth year of service (25 days per year).
3. New employees shall complete six (6) months of service with the City before being eligible to take vacation time.
4. Employees may earn vacation credit up to a maximum accumulation for 24-months' (2-years') service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of credit involves two different rates of accumulation, such as would occur on the 5th, 10th, and 20th years of service, the higher rate of accumulation will be used for the 24-month figure. (Memo dated 5/10/76 to all Department Heads).
5. With the City Manager's approval, Executive Management employees will be allowed to cash out up to 80 hours of their annual vacation accrual during each calendar year.

With the City Manager's approval, Senior and Mid-Management/ Professional employees will be allowed to cash out up to 40 hours of their annual vacation accrual during each calendar year.

D. Sick Leave

1. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency for family. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate to 3.692 hours per bi-weekly pay period (twelve days per year) with unlimited accumulation.
2. Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.
3. If sick leave is used for purposes other than legitimate illness, it constitutes an abuse of privilege and can be considered employee dishonesty.
4. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
5. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification, when the employee has been given prior written notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.
6. Sick leave may be used only in the following situations:
  - a. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
  - b. Employees may use a maximum of six (6) days of Kin Care per calendar year to attend to a child, parent, spouse, domestic partner, or a domestic partner's child. Leave can be used for illness, doctor appointments, parent-teacher conference, or if the sitter is ill. An employee who maintains at least one hundred twenty (120) hours of accumulated sick

leave may use additional days. Leave for this purpose may not be taken until it has actually accrued.

- c. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

#### Sick Leave Upon Termination

An employee who terminates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of forty (40) days.

#### Conversion

At the end of each calendar year if the employee 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 two hundred fifty (250) hours. Sick leave not converted shall continue to accumulate to the member's account.

#### E. Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy, on file in the Personnel Department.

#### F. Leave Without Pay

1. City Manager may grant a regular employee a leave of absence without pay. No leave shall be granted except upon written request of the employee. Approval shall be in writing. Leave may not exceed one year. Failure on the part of the employee to return promptly at its expiration without just cause shall be cause for termination.
2. Vacation and sick leave shall not accrue during a leave of absence without pay and the employee's anniversary date shall be deferred by the length of such leave.
3. When a leave of absence is due to illness or injury, the City shall pay medical, dental, life, and long-term disability insurance premiums for up to six (6) months.

G. Military Leave

Military leave shall be granted in accordance with State and Federal law. Within limits of military regulation, the City shall have an opportunity to determine when such leave shall be taken.

H. Jury Duty

1. An employee legally required to serve as a juror on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served. An employee legally required to serve as a witness in any judicial proceedings related to his/her employment with the City shall be entitled to full pay for any period of time actually so served. However, this provision shall not apply if the employee is a witness or litigant against the City. A judicial proceeding is defined as, but is not limited to, coroners' inquests and hearings held pursuant to actions pending in either Justice, Municipal, Superior or Federal Courts or other official proceedings to which an employee is subpoenaed, in relation to his/her City employment.
2. Any per diem compensation received by an employee for such service performed on a regularly scheduled work day shall be immediately remitted to the City. Any mileage payments received by such employee shall be retained by the employee. All employees shall promptly report any pending or probable absence due to such service and must report immediately the termination of such service. A copy of jury summons or subpoena will be filed with the City by the employee.

I. Bereavement Leave

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 partners grandparents and grandchildren) shall be allowed.
2. Employees shall be granted three (3) days off work as bereavement leave. The employee's department head must be notified immediately when bereavement leave will be taken.



J. Administrative Leave

1. Each January, exempt management employees will receive an amount of administrative leave based on their positions as outlines below:

Tier 1: 96 hours

City Attorney  
City Manager  
Assistant City Manager  
Administrative Services Director  
Community Development Director  
Economic Development Director  
Finance Director  
Human Resources Director  
Information Systems Director  
Parks and Recreation Director  
Police Chief  
Public Works Director/City Engineer

Tier 2: 80 hours

Assistant City Engineer  
Deputy City Attorney  
Deputy Finance Director  
Deputy Public Works Director  
Assistant to the City Manager  
Code Enforcement/Asset Recovery Coordinator  
Economic Development Program Manager  
Planning Manager  
Recreation Services Manager  
Recreation Supervisor  
Senior Economic Development Program Manager  
Senior Planner

Tier 3: 40 hours

Accountant I/II  
Animal Services Supervisor  
Building Inspection Services Manager  
Collection Systems Superintendent  
Collection Systems Supervisor  
Code Enforcement Manager  
Finance Services Supervisor  
GIS Coordinator  
Information Systems Project Manager  
Operations Supervisor

Police Communications Supervisor  
Police Records Supervisor  
Project Manager  
Water Distribution Superintendent  
Water Distribution Supervisor  
Water Quality Analyst  
Water Treatment Plant Superintendent  
Water Treatment Plant Supervisor

2. There will be no "cash out" for prior accumulations. Recording of administrative leave under this policy are also not subject to being cashed out or "rolled over" and administrative leave is recorded exclusively on a "use it or lose it" basis for each calendar year.
3. The Department Head may recommend, and the City Manager may approve, additional hours on a case-by-case basis for exempt management employees who work an extraordinary work assignment or occurrence. In January of each year, the City Manager will prepare a report to the City Council identifying by department any positions that received additional hours for the prior year and the related reasons.
4. New exempt management employees shall receive Administrative Leave identified in Paragraph (1) on a proportional or pro rata basis for the calendar year.

K. Holiday Closure Program

Each year of the MOU, the City will determine the organizational necessity for closure of City facilities during the December Holiday Season (the week between December 24 and January 1.) Upon determining the extent of the closure the City will notify, prior to July 15 of the year effected, the Bargaining Unit Representative and offer to meet as to how best effectuate the Holiday closure. In the event the City does not notify the Bargaining Unit Representative prior to July 15 of that year, the City will waive the Holiday Closure Program for that year.

Among the items the parties may discuss is the use and scheduling of vacation, floating holidays and/or compensatory time on the part of employees during the designated time for the Holiday Closure. The City recognizes that on a case-by-case basis, individual employees may have a unique personal situation and the bargaining unit may request that the City review the possibility of non-accrued vacation to be advanced to cover the closure time.

## 5. DEPARTMENT HEAD PROVISIONS

It is the intention of this section to encourage continuity in the leadership of City departments, to ensure fairness to employees, and to foster advance planning for employee recruitment. "Department Head" for the purposes of this section refers to the Police Chief, department heads/directors of departments referenced in Chapter 3 of Title 2 of the Antioch Municipal Code, and the Human Resource Director referenced in Chapter 4 of Title 2 of the Antioch Municipal Code, but not including the City Manager or City Attorney. Department heads serve at the pleasure of the City Manager and nothing shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of a department head at any time, subject only to the provisions set out herein.

### A. Notice Prior to Termination

1. In the event that a department head is terminated at any time, the City Manager shall give the department head six (6) months' advance notice of such termination. In the event of any department head terminated for cause, there shall be no advance notice requirement. For the purposes of this document, "cause" means an action involving moral turpitude, conviction of a crime other than a minor traffic violation, any act of dishonesty, gross carelessness or misconduct, or an unjustifiable neglect of duties.
2. Recognizing the unique aspects of the position of Police Chief, if the Police Chief is terminated, the above advance notice provisions shall apply, along with a requirement that the City pay severance in the form of monthly payment of regular salary and benefits for an additional period of six (6) months beyond the actual date of termination or until he/she obtains other comparable employment, whichever first occurs.
3. In the event that a department head resigns or retires following a request or suggestion to do so by the City Manager, then the notice (and in the case of the Police Chief, the severance pay) provisions listed above shall apply.
4. If the City Manager or City Council reduces the salary and/or benefits of a department head by more than an applicable across-the-board reduction for all other management employees, or reduces the department head in rank, then the department head may be deemed to have been terminated at his or her option.

### B. Notice of Separation

Any department head who wishes to voluntarily resign or retire shall provide the City with at least thirty (30) days' advance written notice of his

or her intention to do so. The City Manager may waive this requirement in the event of medical urgency or similar hardship.

**6. MISCELLANEOUS**

**A. Auto Allowance**

Elected Officials and, with the City Manager's approval, all Executive Management employees, except those positions who are assigned a City vehicle, shall receive a monthly auto allowance as follows:

- City Manager \$450.00
- Executive Management \$350.00

With the City Manager's approval, the following positions shall receive a monthly auto allowance noted below:

- Assistant to the City Manager 250.00

Employees who use their own vehicles and who do not receive a car allowance shall receive reimbursement at the rate established by Administrative Memo.

**B. Standby**

1. The Public Works Department Superintendents and Supervisors, and other employees as designated in writing by the City Manager and assigned to standby shall be compensated as follows:
2. For each full week, seven (7) calendar days, an employee who is on standby shall receive eleven (11) hours of standby compensation. Employee on standby shall receive three (3) additional hours of standby compensation for a holiday worked during that 7-day period. If two (2) holidays fall during a 7-day period, the employee shall receive six (6) additional hours of standby compensation. Compensation shall be in pay or compensatory time off subject to an 80-hour compensatory-time maximum accumulation.

**C. Safety Shoes**

The following employees shall receive One-Hundred Sixty Dollars and No/100ths (\$250.00) per fiscal year toward safety shoes:

Assistant City Engineer  
Building Inspection Services Manager  
Code Enforcement/Asset Recovery Coordinator  
Code Enforcement Manager

Collection Systems Superintendent  
Collection Systems Supervisor  
Community Development Director  
Deputy Director of Public Works – Operations  
Operations Supervisor  
Public Works Director/City Engineer  
Water Distribution Superintendent  
Water Distribution Supervisor  
Water Quality Analyst  
Water Treatment Plant Superintendent  
Water Treatment Plant Supervisor

D. Safety Jackets and Hats

Management employees, who are subject to being called out for emergencies on streets, medians or other sites where high visibility is necessary for safety, shall be provided with a safety orange jacket and orange hat. Jackets and hats shall be replaced as deemed necessary by the department head.

E. Educational Incentive

1. The City will reimburse employees for books, and tuition, up to a maximum of \$1,000 per year for approved college classes in accordance with the process set out in Administrative Memo based on a first-come, first-served basis. (Administrative Memo 5, amount amended by Administrative Memo 56).

F. 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.

**CITY OF ANTIOCH**

**MANAGEMENT UNIT**

\_\_\_\_\_  
Steven Duran  
City Manager

\_\_\_\_\_  
Michael Bechtholdt  
Deputy Director of Public Works

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A  
SAMPLE FLEXIBLE BENEFIT PLAN INCREASE**

- 1. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City-offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.**

The City would determine which medical plan currently has the most city employees enrolled at each level of coverage which is employee only, two party and family. The same determination would be made for dental plans. If a plan has a composite rate, the composite rate would be used at each level of coverage.

For the purposes of this example, Medical Plan A and Dental Plan A have been determined to be the plans with the most City employees enrolled at the employee only, the two party and family levels of coverage.

- 2. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.**

Employee Only Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 205.00	\$ 190.00	\$ 15.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 285.00	\$ 260.00	\$ 25.00

Two-Party Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 310.00	\$ 285.00	\$ 25.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 390.00	\$ 355.00	\$ 35.00

Family Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 545.00	\$ 500.00	\$ 45.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 625.00	\$ 570.00	\$ 55.00

3. The City then shall divide the sum of the increases by the total current contribution 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.

Employee Only Coverage: The sum of the increases for the two plans (\$25.00) divided by the total current contribution for the two plans (\$260.00) equals the percentage amount of the combined medical and dental increases **(9.6%)**.

Two Party Coverage: The sum of the increases for the two plans (\$35.00) divided by the total current contribution for the two plans (\$355.00) equals the percentage amount of the combined medical and dental increases **(9.9%)**.

Family Coverage: The sum of the increases for the two plans (\$55.00) divided by the total current contribution for the two plans (\$570.00) equals the percentage amount of the combined medical and dental increases **(9.6%)**.

4. The City would then increase the amounts provided in Section H. 2. a. b. and c. of this Article 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).

Employee Only Coverage: One half of 9.6% equals 4.8%. The total Flexible Benefits Plan contribution rate for employee only coverage would be increased by **4.8%**

Two Party Coverage: One half of 9.9% equals 4.95%. The total Flexible Benefits Plan contribution rate for two-party coverage would be increased by **4.95%**.

Family Coverage: One half of 9.6% equals 4.8%. The total Flexible Benefits Plan contribution rate for family coverage would be increased by **4.8%**.

**If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section H. 2. a. b. and c. of this Article by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.**

For example, if the annual increase at any level of coverage was determined to be \$2,500, the City would increase its annual contribution to that level of coverage by \$1,500 (50% of \$2,000 plus 100% of the amount above \$2,000).



Collection Systems Superintendent  
Collection Systems Supervisor  
Community Development Director  
Deputy Director of Public Works – Operations  
Operations Supervisor  
Public Works Director/City Engineer  
Water Distribution Superintendent  
Water Distribution Supervisor  
Water Quality Analyst  
Water Treatment Plant Superintendent  
Water Treatment Plant Supervisor

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F. 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.

CITY OF ANTIOCH



Steven Duran  
City Manager

01/05/2017  
Date

MANAGEMENT UNIT



Michael Bechtholdt  
Deputy Director of Public Works

1/5/17  
Date

RESOLUTION NO. 2017/04

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
CITY OF ANTIOCH AND MANAGEMENT UNIT FOR THE PERIOD OF OCTOBER 1,  
2016 – SEPTEMBER 30, 2021, AND ACKNOWLEDGING THE CITY MANAGER AND  
CITY OF ANTIOCH MANAGEMENT UNIT REPRESENTATIVES  
EXECUTION OF THE MOU

**WHEREAS**, the City of Antioch and 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 City of Antioch Management Unit to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and City of Antioch Management Unit reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2016 through September 30, 2021, which was ratified by the membership of the Unit, and adopted by the City Council via Resolution No. 2016/141.

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

**Section 1.** That the Memorandum of Understanding (MOU) Between the City of Antioch and City of Antioch 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.** Acknowledge the City Manager and City of Antioch Management Unit Representatives Execution of the MOU.

\* \* \* \* \*

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of January, 2017, by the following vote:

**AYES:** Council Members Wilson, Tiscareno, and Ogorchock

**NOES:** None

**ABSTAIN:** Council Member Thorpe and Mayor Wright

**ABSENT:** None

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





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February 5, 2019

Contact:

Ron Bernal  
(925 779-7011  
[rbernal@ci.antioch.ca.us](mailto:rbernal@ci.antioch.ca.us)

**FOR IMMEDIATE RELEASE**

### **MAYOR ANNOUNCES NEW CITY ATTORNEY**

Mayor Sean Wright announced that the City Council has hired Thomas Smith, currently an Attorney with Meyers Nave Riback Silver & Wilson. All Contract terms have been agreed upon and the City is set to approve a contract on February 5, 2019.

While working as an Attorney for Meyer Nave, Smith has been assigned to the City of San Leandro as Assistant City Attorney and has provided legal counsel to the City of El Cerrito, City of Larkspur, and Central Contra Costa Sanitary District. While working for Garcia Hernandez Sawhney, Mr. Smith supported a City, a Special District and several Community College entities. His earlier legal experiences were with two Boston based law firms where he supported public policy issues and provided advisory services for non-profits, star-ups and venture capitalists. Mr. Smith has extensive experience in public law, contract law, conflicts of interest, workplace investigations, employee discipline and DFEH/EEOC matters. He has dealt with issues of the Political Reform Act, Ralph M. Brown Act and the Public Records Act.

Prior to his legal experience, Mr. Smith worked for three years as an Administrative Manager for a global law firm where he oversaw four departments with responsibility for business planning and the profit and loss statement. Mr. Smith also founded and was Executive Director for a Boston based Charter School geared towards grades 6 – 8. He started his professional career as a business analyst for McKinsey & Company in New York.

Mayor Wright stated, “We are excited to bring a top Harvard Law educated attorney with a diversity of background and experience to support our Council in Antioch’s unique challenges and momentum toward a great future.”

Thomas’ compensation package includes an annual salary of \$195,000 and a six-month severance package. He is set to officially start work in Antioch on March 1, 2019.

###



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

**SUBMITTED BY:** Derek Cole, Interim City Attorney *DC*

**SUBJECT:** Resolution approving the First Amendment to the Employment Agreement with Rowland Bernal Jr. for City Manager Services and authorizing the Mayor to sign the Agreement

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the First Amendment to the Employment Agreement with Rowland Bernal Jr. (hereinafter "Bernal") for City Manager Services and authorizing the Mayor to sign the Agreement.

### **STRATEGIC PURPOSE**

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

**Strategy L-11:** Attract and hire highly qualified candidates to fill funded vacant positions.

### **FISCAL IMPACT**

On May 9, 2017, City Council approved an employment agreement with Rowland Bernal, Jr. for City Manager services. This employment agreement stated that Bernal's annual salary is Two Hundred and Thirty Thousand Dollars (\$230,000). The First Amendment to this employment agreement increases the annual salary by 5% retroactive to May 9, 2018. The attached City Manager contract will not need a budget adjustment for FY2019 since there are salary savings in the City Manager budget.

### **DISCUSSION**

On May 9, 2017, the City Council approved an employment agreement with Rowland Bernal, Jr. for City Manager services and authorized the Mayor to sign the agreement. The First Amendment reflects direction provided to the City Attorney on January 22, 2019 in closed session following the evaluation of Bernal's performance on May 8, 2018.

In summary, the First Amendment extends the term of Bernal's employment for one year from 12 a.m. May 9, 2018 to 12 a.m. May 9, 2019 and increases Bernal's annual salary by 5% retroactive to May 9, 2018. The salary increase reflects a positive review. The following is list of City Managers annual base salary:

Brentwood:	\$259,863
Pittsburg:	\$264,209
Oakley:	\$239,460
Concord:	\$282,324
Richmond:	\$260,000
Walnut Creek:	\$260,350

The City Manager's salary will also be tied to the Management Employees Benefit Document dated October 1, 2016 through September 30, 2021 Item 1. Compensation, Section A. Salaries for cost of living and equity adjustments which states:  
Effective the first full pay period after October 1, 2019 an increase of 2.00%  
Effective the first full pay period after October 1, 2020 an increase of 3.00%

Per Section 9 – Performance Evaluation of the City Manager contract dated May 9, 2017 the City Council and City Manager shall jointly define goals and performance objectives which they deem necessary for the proper operation of the City in attainment of the City Council's policy objectives and shall establish the relative priority among the various goals and objectives. The City Council shall determine annually whether the City Manager shall be granted an additional salary increase based on achievement of defined goals and objectives. The City Council shall use the following salary range (Step B through Step E) as a guideline to determine additional compensation. Step A \$230,000; Step B \$241,500; Step C \$253,575; Step D \$266,253; Step E \$279,566. Each step is an increase of 5%

Please refer to Exhibit A to the Resolution for all amendments to the City Manager contract. All of the remaining terms and provisions of the agreement dated May 9, 2017 shall remain in effect.

This Staff Report is intended to facilitate the City's compliance with SB 1436 (2016), which requires a public report of a summary of recommendation regarding any change in the benefits or salary of local agency executives.

**ATTACHMENTS**

**A. Resolution**

Exhibit A to Resolution – First Amendment to Employment Agreement dated  
May 9, 2017

**RESOLUTION NO. 2019/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF ANTIOCH AND ROWLAND BERNAL JR. FOR  
CITY MANAGER SERVICES**

**WHEREAS**, on May 9, 2017, the City Council approved an employment agreement with Rowland Bernal, Jr. for City Manager services and authorized the Mayor to sign the agreement; and

**WHEREAS**, the City Council desires to approve a First Amendment to the May 9, 2017 employment agreement with Rowland Bernal, Jr. for City Manager services; and

**WHEREAS**, the First Amendment reflects direction provided to the City Attorney on January 22, 2019 in closed session following the evaluation of Rowland Bernal, Jr. performance on May 8, 2018.

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

**Section 1:** The First Amendment to the Employment Agreement between the City of Antioch and Rowland Bernal, Jr. for City Manager service attached to this Resolution as "Exhibit A" is hereby approved and the Mayor is authorized to execute this 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 5<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN CITY OF ANTIOCH AND ROWLAND BERNAL JR.**

The City of Antioch (“City”) and Rowland Bernal Jr. (“Bernal”) have previously enter into that certain Employment Agreement dated May 9, 2017 (“Agreement”), whereby Bernal was employed as the City Manager of the City. The parties agree to modify and amend the Agreement as follows:

1. **Section 2 – Term. A.** of the Agreement is amended to extend the term of Bernal’s employment to 12 a.m. May 9, 2019.
2. **Section 6 – Termination by City** of the Agreement is replaced with:
  - A. Termination for Good Cause. The City Manager may be discharged for good cause. Good cause includes criminal conviction for acts other than vehicle violations or the exercise of personal civil rights unrelated to City employment, acts of moral turpitude or fiscal malfeasance, or, as determined in the reasonable discretions of the City Council, a complete or near complete failure to perform in his position of City Manager, if that failure continues for a period of thirty (30) days after Bernal receives written notice from the City Council specifying the acts or omissions deemed to constitute that failure.

If the City elects to terminate this Agreement for good cause, it will pay Bernal for all earned pay and accrued, unused vacation leave at the time it notifies Bernal of the termination decision, less legally required withholdings. Bernal will be entitled to no pay or benefits after the date that the City notifies him that this Agreement and his employment by the City have been terminated for good cause. If the City Council intends to terminate this Agreement for good cause, it will provide notice of its intention to Bernal with a written explanation of the basis for that decision, sent to Bernal’s last known home address at least thirty (30) calendar days prior to the City Council meeting in which the termination will be considered, and Bernal shall have the opportunity to resign during this period. In lieu of thirty (30) calendar days’ notice, the City may place Bernal on thirty (30) calendar days paid administrative leave. Bernal will have the right to meet with the City Council for the purposes of discussing the basis for his proposed termination for good cause prior to a final vote on his termination, which will take place in closed session unless Bernal timely exercises any right he possesses under Government Code section 54957(b)(1)-(2), if applicable. In order to exercise his right to meet with the Council, Bernal must provide a written request to meet to the Mayor of the City and the City Attorney within five (5) calendar days of the date of the meeting in which termination of employment will be considered. Failure to timely provide such written notice shall constitute a waiver of the right to be heard. Unless he timely exercises his right under Government Code section 54957(b)(1)-(2), to the extent those provisions are applicable, Bernal shall have no right to be heard publicly by the City Council prior or subsequent to a

final vote on his termination and hereby waives any right to be heard publicly under the Antioch Municipal Code; provided however that no provision of this Agreement shall constitute a waiver of Bernal's rights in law or equity to recover damages caused by an abuse of this provision by the City.

- B. Termination Without Good Cause. If the City elects to terminate this Agreement and Bernal's employment without good cause as defined in this Agreement, it shall not be required to provide any reasons for that decision to Smith or anyone else. A Notice of Termination Without Cause shall be provided in writing.

The City will pay Bernal for all earned pay and accrued, unused vacation leave up to but not including the effective date of termination, less legally required withholdings. Additionally, the City will pay Bernal his monthly salary and health benefits amounts (meaning just what is known as the flexible benefits or cafeteria plan amount) at the rate he is earning on the date he is given notice that this Agreement and his employment are being terminated, less legally required withholdings ("severance payment") for twelve (12) months following such notice, or until he receives comparable employment within such time, at which point the severance payments shall be discontinued. Comparable employment shall mean employment paying a salary equal to or more of his then current City Manager salary.

- C. Bernal shall not be entitled to any severance payment if he is terminated, resigns or retires following his arrest for a felony, a crime of moral turpitude, or a documented incident of dishonesty affecting the affairs of the City. Further, pursuant to Article 2.6 of Division 2 of Title 5 of the California Government Code (sections 43243 et seq.), if Bernal is convicted of a crime involving abuse of his position, as defined under State law, he shall not be entitled to paid leave during the investigation, any cash settlement paid related to termination, or any severance payment and Bernal shall reimburse the City any such salary or benefits or payments provided in this circumstance.

3. **Section 8 – Compensation** of the Agreement is amended to increase Bernal's annual salary from Two Hundred and Thirty Thousand Dollars (\$230,000.00) by 5% to Two Hundred and Forty-One Thousand Five Hundred Dollars (\$241,500). The City Manager's salary will also be tied to the Management Employees Benefit Document dated October 1, 2016 through September 30, 2021 Item 1. Compensation, Section A. Salaries for cost of living and equity adjustments which states:

Effective the first full pay period after October 1, 2019 an increase of 2.00%

Effective the first full pay period after October 1, 2020 an increase of 3.00%

4. **Section 9 – Performance Evaluation** of the Agreement is amended to include as the third bullet point in this section.



The City Council shall determine annually whether the City Manager shall be granted an additional salary increase based on achievement of defined goals and objectives. The City Council shall use the following salary range (Step B through Step E) as a guideline to determine additional compensation. Step A \$230,000; Step B \$241,500; Step C \$253,575; Step D \$266,253; Step E \$279,566. Each step is an increase of 5%.

5. Except as modified herein all of the remaining terms and provisions of the Agreement dated May 9, 2017 shall remain in effect. If any conflicts exist between the Agreement and this First Amendment, the First Amendment shall govern.

City of Antioch

By: \_\_\_\_\_ Date: \_\_\_\_\_.  
Sean Wright, Mayor

Approved as to form:

\_\_\_\_\_ Date: \_\_\_\_\_.  
Derek Cole, Interim City Attorney

Attest:

\_\_\_\_\_ Date: \_\_\_\_\_.  
Arne Simonsen, CMC, City Clerk of the City of Antioch

By: \_\_\_\_\_ Date: \_\_\_\_\_.  
Rowland Bernal Jr.



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 5, 2019  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Nickie Mastay, Administrative Services Director *NM*  
**APPROVED BY:** Ron Bernal, City Manager *REB*  
**SUBJECT:** City Council Travel

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**RECOMMENDED ACTION**

It is recommended that the City Council discuss and appoint two (2) Council Members for travel to Sacramento, CA from April 10 – 11, 2019 for the California Cannabis Control (CCC) Regulations, Codes, and Enforcement Summit. It is further recommended that the City Council authorize the associated conference expenses for one participant in an amount not to exceed \$1,945.

**STRATEGIC PURPOSE**

The recommended action supports **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-3:** Encourage and enhance a culture of cooperation and transparency at City Hall.

**FISCAL IMPACT**

The estimated cost is \$1,945 per person. The estimated cost for two City Council members is \$3,890.

**DISCUSSION**

On June 26, 2018 City Council adopted Ordinance No. 2143-C-S amending Title 9, Chapter 5 of the Antioch Municipal Code (Zoning Ordinance) establishing a Cannabis Business (CB) Zoning Overlay and on September 11, 2018 the City Council adopted Resolution No. 2018/117 approving the Cannabis Business Land Use and Operational Guidelines with Application Form.

The CCC summit focuses on various challenges the Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA) poses for municipal officials, cannabis program managers, city managers, county supervisors, zoning officials, building and fire code enforcement, law enforcement, city and county attorneys, and public health employees. Cannabis regulators, law enforcement, and public health officials will offer insights into

best practices and lessons learned in the first year of cannabis legalization in California. The summit will highlight licensing and permitting, social equity, and law enforcement. The program will focus on both California state regulation and municipal regulation at the county and city level.

The CCC summit will help the City of Antioch to stay informed of what is transpiring at the federal, state and local levels. Since the break-out sessions of the summit have a panel for Administration and a panel for Enforcement, it is recommended that two (2) Council Members attend the summit.

### **ATTACHMENTS**

- A. Estimated cost based upon IRS Publication 1542
- B. Agenda: California Cannabis Control Regulation, Codes, and Enforcement Summit
- C. Travel and Expense Policy – Elected and Appointed Officials



# FY 2019 Per Diem Rates for California

Max lodging by month (excluding taxes.)

Primary Destination	County	2018 Oct	Nov	Dec	2019 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Standard Rate</b>	<b>Applies for all locations without specified rates</b>	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94
Antioch / Brentwood / Concord	Contra Costa	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158
Bakersfield / Ridgecrest	Kern	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105
Barstow / Ontario / Victorville	San Bernardino	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102
Death Valley	Inyo	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$118
Eureka / Arcata / McKinleyville	Humboldt	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$135	\$135	\$135	\$103
Fresno	Fresno	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	\$180	\$161	\$161	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180
Mammoth Lakes	Mono	\$101	\$101	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$135	\$135	\$101
Mill Valley / San Rafael / Novato	Marin	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161
Monterey	Monterey	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$206	\$206	\$154
Napa	Napa	\$214	\$164	\$164	\$164	\$164	\$164	\$164	\$214	\$214	\$214	\$214	\$214
Oakhurst	Madera	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$139	\$139	\$139	\$107
Oakland	Alameda	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175
Palm Springs	Riverside	\$137	\$137	\$137	\$137	\$137	\$137	\$137	\$106	\$106	\$106	\$106	\$106
Point Arena / Gualala	Mendocino	\$121	\$121	\$121	\$121	\$121	\$121	\$121	\$121	\$121	\$121	\$121	\$121
Sacramento	Sacramento	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135
San Diego	San Diego	\$160	\$160	\$160	\$174	\$174	\$174	\$174	\$174	\$174	\$174	\$160	\$160

PrimaryDestination	County	2018Oct	Nov	Dec	2019Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
San Francisco	San Francisco	\$299	\$247	\$247	\$270	\$270	\$270	\$270	\$270	\$270	\$270	\$270	\$299
San Luis Obispo	San Luis Obispo	\$123	\$123	\$123	\$123	\$123	\$123	\$123	\$123	\$123	\$123	\$123	\$123
San Mateo / Foster City / Belmont	San Mateo	\$211	\$196	\$196	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211	\$211
Santa Barbara	Santa Barbara	\$168	\$168	\$168	\$168	\$168	\$168	\$168	\$168	\$168	\$223	\$223	\$168
Santa Cruz	Santa Cruz	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$160	\$160	\$160	\$126
Santa Monica	City limits of Santa Monica	\$247	\$247	\$247	\$247	\$247	\$247	\$247	\$247	\$247	\$299	\$299	\$247
Santa Rosa	Sonoma	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158	\$158
South Lake Tahoe	El Dorado	\$119	\$119	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$159	\$159	\$119
Stockton	San Joaquin	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116
Sunnyvale / Palo Alto / San Jose	Santa Clara	\$229	\$229	\$229	\$239	\$239	\$239	\$229	\$229	\$229	\$229	\$229	\$229
Tahoe City	Placer	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113
Truckee	Nevada	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126
Visalia	Tulare	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106
West Sacramento / Davis	Yolo	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125
Yosemite National Park	Mariposa	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$139	\$139	\$139	\$120



# FY 2019 Per Diem Rates for California

## Meals & Incidentals (M&I) Breakdown

Primary Destination	County	M&I Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
<b>Standard Rate</b>	<b>Applies for all locations without specified rates</b>	\$55	\$13	\$14	\$23	\$5	\$41.25
<b>Antioch / Brentwood / Concord</b>	<b>Contra Costa</b>	\$66	\$16	\$17	\$28	\$5	\$49.50
<b>Bakersfield / Ridgecrest</b>	<b>Kern</b>	\$61	\$14	\$16	\$26	\$5	\$45.75
<b>Barstow / Ontario / Victorville</b>	<b>San Bernardino</b>	\$61	\$14	\$16	\$26	\$5	\$45.75
<b>Death Valley</b>	<b>Inyo</b>	\$66	\$16	\$17	\$28	\$5	\$49.50
<b>Eureka / Arcata / McKinleyville</b>	<b>Humboldt</b>	\$71	\$17	\$18	\$31	\$5	\$53.25
<b>Fresno</b>	<b>Fresno</b>	\$66	\$16	\$17	\$28	\$5	\$49.50
<b>Los Angeles</b>	<b>Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica</b>	\$66	\$16	\$17	\$28	\$5	\$49.50
<b>Mammoth Lakes</b>	<b>Mono</b>	\$76	\$18	\$19	\$34	\$5	\$57.00
<b>Mill Valley / San Rafael / Novato</b>	<b>Marin</b>	\$76	\$18	\$19	\$34	\$5	\$57.00
<b>Monterey</b>	<b>Monterey</b>	\$76	\$18	\$19	\$34	\$5	\$57.00
<b>Napa</b>	<b>Napa</b>	\$66	\$16	\$17	\$28	\$5	\$49.50
<b>Oakhurst</b>	<b>Madera</b>	\$71	\$17	\$18	\$31	\$5	\$53.25
<b>Oakland</b>	<b>Alameda</b>	\$66	\$16	\$17	\$28	\$5	\$49.50

<b>Primary Destination</b>	<b>County</b>	<b>M&amp;IE Total</b>	<b>Continental Breakfast/Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>	<b>Incidental Expenses</b>	<b>First &amp; Last Day of Travel</b>
<b>Palm Springs</b>	<b>Riverside</b>	\$66	\$16	\$17	\$28	\$5	\$49.50
<b>Point Arena / Gualala</b>	<b>Mendocino</b>	\$76	\$18	\$19	\$34	\$5	\$57.00
<b>Sacramento</b>	<b>Sacramento</b>	\$66	\$16	\$17	\$28	\$5	\$49.50
<b>San Diego</b>	<b>San Diego</b>	\$71	\$17	\$18	\$31	\$5	\$53.25
<b>San Francisco</b>	<b>San Francisco</b>	\$76	\$18	\$19	\$34	\$5	\$57.00
<b>San Luis Obispo</b>	<b>San Luis Obispo</b>	\$71	\$17	\$18	\$31	\$5	\$53.25
<b>San Mateo / Foster City / Belmont</b>	<b>San Mateo</b>	\$66	\$16	\$17	\$28	\$5	\$49.50
<b>Santa Barbara</b>	<b>Santa Barbara</b>	\$76	\$18	\$19	\$34	\$5	\$57.00
<b>Santa Cruz</b>	<b>Santa Cruz</b>	\$61	\$14	\$16	\$26	\$5	\$45.75
<b>Santa Monica</b>	<b>City limits of Santa Monica</b>	\$76	\$18	\$19	\$34	\$5	\$57.00
<b>Santa Rosa</b>	<b>Sonoma</b>	\$71	\$17	\$18	\$31	\$5	\$53.25
<b>South Lake Tahoe</b>	<b>El Dorado</b>	\$66	\$16	\$17	\$28	\$5	\$49.50
<b>Stockton</b>	<b>San Joaquin</b>	\$61	\$14	\$16	\$26	\$5	\$45.75
<b>Sunnyvale / Palo Alto / San Jose</b>	<b>Santa Clara</b>	\$66	\$16	\$17	\$28	\$5	\$49.50
<b>Tahoe City</b>	<b>Placer</b>	\$61	\$14	\$16	\$26	\$5	\$45.75
<b>Truckee</b>	<b>Nevada</b>	\$76	\$18	\$19	\$34	\$5	\$57.00
<b>Visalia</b>	<b>Tulare</b>	\$61	\$14	\$16	\$26	\$5	\$45.75
<b>West Sacramento / Davis</b>	<b>Yolo</b>	\$71	\$17	\$18	\$31	\$5	\$53.25
<b>Yosemite National Park</b>	<b>Mariposa</b>	\$76	\$18	\$19	\$34	\$5	\$57.00



April 10 - 11, 2019 | Holiday Inn Sacramento Downtown Arena | Sacramento, CA

Wednesday, April 10, 2019

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**Summit Day 1**

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- 7:30 – 8:30     *Registration and Networking Breakfast*
- 8:30 – 8:45     *Opening Remarks & Welcome Message by Chair*
- Senior Representative, ACCELA*



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**General Session: Regulatory Implementation at the State, County, and City Level**

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- 8:45 – 9:15     **Presentation: Cannabis and California: Why Regulate**
- 9:15 – 10:15    **Panel Discussion and Q & A: State of the California Regulatory Regime**  
Representatives from each of the state cannabis regulatory agencies will discuss lessons learned in the first year of cannabis legalization and the future outlook for the industry in the world's largest cannabis market.
- Panelists:  
**Richard Parrott**, *Director, CalCannabis Cultivation Licensing*, CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE  
*Senior Representative, Manufactured Cannabis Safety Branch*, CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
*Additional Panelists To Be Announced*
- 10:15 – 10:45    *Networking Break*
- 10:45 – 12:00   **Panel Discussion and Q & A: Implementing Cannabis Regulation in Your Municipality**  
Municipal officials with extensive experience regulating the cannabis industry in California will review best practices, the various types of regulatory frameworks, and which best fits your community.
- Panelists:  
**Joseph Devlin**, *Chief, Office of Cannabis Policy & Enforcement*, CITY OF SACRAMENTO  
**Nicole Elliott**, *Director, Office of Cannabis*, CITY OF SAN FRANCISCO  
**Greg Minor**, *Assistant to the City Administrator, Nuisance Abatement/Special Activity Permits Division*, CITY OF OAKLAND  
**Cat Packer**, *Executive Director & General Manager, Department of Cannabis Regulation*, CITY OF LOS ANGELES  
**Tim Ricard**, *Cannabis Program Manager*, SONOMA COUNTY ECONOMIC DEVELOPMENT BOARD





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12:00 – 1:30 *Group Luncheon*

**Concurrent Breakout Sessions: Cannabis Administration and Enforcement**

*Choose a panel from either the Administration or Enforcement track:*

1:30-3:00	<p><b>Administration: Track 1</b></p> <p><i>Panel Discussion and Q&amp;A: <b>Understanding the State Regulatory Framework – Licensing, Compliance, and Enforcement</b></i></p> <p>Misinformation about California state cannabis regulations abounds amongst not only operators, but municipal officials tasked with developing and enforcing regulations of their own. Take a deep dive on the minutiae of licensing, compliance and regulatory enforcement with representatives from state agencies and learn how your municipality can streamline coordination with them.</p>
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**OR**

1:30-3:00	<p><b>Enforcement: Track 2</b></p> <p><i>Panel Discussion and Q&amp;A: <b>Laws and Regulations: Enforcement of Cannabis Operations</b></i></p> <p>Touching on hot-button issues such as cannabis delivery operations and cannabis-impaired driving, this panel of experts will focus on strategies and best practices to enforce laws and regulations in the California cannabis market.</p> <p>Moderator:  <b>Ken Corney</b>, <i>Chief of Police, CITY OF VENTURA &amp; Marijuana Policy Committee Member, CALIFORNIA POLICE CHIEFS ASSOCIATION</i></p> <p>Panelists:  <b>Art Sanchez</b>, <i>City Attorney, CITY OF LONG BEACH</i>  <b>Stacy Spell</b>, <i>Captain, LOS ANGELES POLICE DEPARTMENT</i>  <b>Sergeant Michael Varga</b>, <i>Special Investigations Unit, CHULA VISTA POLICE DEPARTMENT</i>  <b>Helena Williams</b>, <i>Captain, Drug Evaluation &amp; Classification Program, CALIFORNIA HIGHWAY PATROL</i></p>
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3:00 – 3:30 *Networking Break*

*Choose a panel from either the Administration or Enforcement track:*



**CALIFORNIA**  
**CANNABIS CONTROL**  
REGULATION, CODES, AND ENFORCEMENT

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3:30-5:00	<b>Administration: Track 1</b>
	<p><i>Case Study: The Santa Rosa Experience</i> Hear the first-hand experience from a municipality about lessons learned from the challenges of developing and implementing cannabis regulation, and the practices used to overcome them.</p> <p>Panelists: <b>Clare Hartman</b>, <i>Deputy Director of Planning</i>, CITY OF SANTA ROSA <b>Chris Rogers</b>, <i>City Council Member</i>, CITY OF SANTA ROSA <i>Additional Panelists To Be Announced</i></p>

OR

3:30-5:00	<b>Enforcement: Track 2</b>
	<p><i>Panel Discussion and Q&amp;A: Civil Litigation and the Cannabis Industry</i> The newly legalized and regulated cannabis market poses a new set of challenges for municipal attorneys. From work labor laws to license applicant litigation, this panel will discuss strategies implemented in the first year of legal cannabis in California.</p> <p>Panelists: <b>Alexander Freedman</b>, <i>City Attorney</i>, CITY OF LOS ANGELES <b>Megan McClurg</b>, <i>Deputy City Attorney</i>, CITY OF CHULA VISTA <i>Additional Panelists To Be Announced</i></p>



**Summit Day 2**

7:30 – 8:25 *Registration and Networking Breakfast*

8:25 – 8:30 *Opening Remarks & Welcome Message by Chair*



*Senior Representative, ACCELA*

*Choose a panel from either the Administration or Enforcement track:*

8:30-9:45	<p><b>Administration: Track 1</b></p> <p>Panel Discussion and Q &amp; A: <b>Developing Public Policy for Cannabis</b>          From what types of cannabis operations to permit in your community to tax rates and licensing fees, there are many factors to consider when crafting public policy for cannabis. This panel will focus on the challenges faced and lessons learned municipal officials in the past year of legalization.</p> <p>Panelists:  <b>Kelley Bacon</b>, <i>Deputy City Manager, CITY OF CHULA VISTA</i>  <b>Jennifer Berry</b>, <i>City Attorney, CITY OF SAN DIEGO</i>  <b>Randall Fulmer</b>, <i>Policy Analyst, LOS ANGELES COUNTY DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS</i>  <b>Jay Schenirer</b>, <i>Council Member, SACRAMENTO CITY COUNCIL</i></p>
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**OR**

8:30-9:45	<p><b>Enforcement: Track 2</b></p> <p>Panel Discussion and Q &amp; A: <b>Public Health Considerations and Inspection of Regulated Cannabis</b>          Permitting cannabis operations in your community is a major concern for public health officials. From the health risks associated with cannabis to restricting visibility and access to minors, as well as inspection and enforcement concerns, this presentation will provide valuable insights and lessons learned.</p> <p>Panelists:  <b>Douglas Obana</b>, <i>Senior Environmental Health Inspector, SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH</i>  <i>Additional Panelists To Be Announced</i></p>
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Choose a panel from either the Administration or Enforcement track:

9:45-10:30	<b>Administration: Track 1</b>
	<p><i>Presentation and Q&amp;A: <b>Designing a Licensing Program for Your Municipality</b></i></p> <p>There are various types of licensing programs used by municipalities across California. Understand the licensing programs that have been implemented and the details like tax rates and licensing fees that make them effective.</p>

OR

9:45-10:30	<b>Enforcement: Track 2</b>
	<p><i>Presentation and Q&amp;A: <b>Enforcing Cannabis Regulation at the State Level</b></i></p> <p>Hear about the challenges of cannabis enforcement from the state perspective and how to apply lessons learned to your municipality.</p> <p><b>Helena Williams, Captain, Drug Evaluation &amp; Classification Program, CALIFORNIA HIGHWAY PATROL</b></p>

10:30 – 11:00 *Networking Break*

Choose a panel from either the Administration or Enforcement track:

11:00-11:45	<b>Administration: Track 1</b>
	<p><i>Presentation and Q&amp;A: <b>Software and Technology Solutions for Municipal Licensing Programs</b></i></p> <p>Tracking and maintaining a licensing database can be a challenge. Hear about software solutions that can streamline your licensing process and how to utilize them.</p> <p><b>Greg Felix, VP of Strategic Solution Sales, ACCELA</b></p>

OR

11:00-11:45	<b>Enforcement: Track 2</b>
	<p><i>Presentation and Q &amp; A: <b>Licensing Fees and Taxes-The Effects of Regulated Cannabis on the Local Economy</b></i></p> <p>Learn about the economic effects of the regulated cannabis industry in your community. This presentation will touch on licensing and permitting, tax structures, and workforce development and implementation.</p> <p><b>Nicolas Maduros, Director, CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION</b></p>



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Choose a panel from either the Administration or Enforcement track:

11:45-12:30	<p><b>Administration: Track 1</b></p> <p><b>Co- Presentation and Q &amp; A: California Cannabis Equity Act of 2018: How Social Equity Programs Can Catalyze a Local Cannabis Market</b></p> <p>Social equity programs are a great way to give back to communities that were disproportionately affected by past cannabis laws. Learn about various programs in the works, the benefits, and the hurdles of implementing an equity program in your community.</p> <p>Co-Presenters:  <b>Greg Minor</b>, <i>Assistant to the City Administrator, Nuisance Abatement/Special Activity Permits Division, CITY OF OAKLAND</i>  <b>Cat Packer</b>, <i>Executive Director &amp; General Manager, Department of Cannabis Regulation, CITY OF LOS ANGELES</i></p>
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OR

11:45-12:30	<p><b>Enforcement: Track 2</b></p> <p><b>Presentation and Q&amp;A: Strategies for Criminal Prosecution In Cannabis Markets</b></p> <p>With a newly legalized and regulated cannabis market comes a new set of issues for municipal attorneys. This presentation will focus on criminal enforcement in both the black and newly regulated cannabis market.</p> <p><b>Alexander Freedman</b>, <i>City Attorney, CITY OF LOS ANGELES</i></p>
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12:30 – 2:00 *Group Luncheon*

Choose a panel from either the Administration or Enforcement track:

2:00-3:30	<p><b>Administration: Track 1</b></p> <p><b>Panel Discussion and Q &amp; A: Determining Municipal Planning and Zoning</b></p> <p>There are many factors to consider when city officials zone and plan for cannabis operations. Building code, distances from school, and advertising are just a few of the issues to consider when permitting cannabis in your community.</p> <p>Panelists:  <b>Kelly Broughton</b>, <i>Development Services Director, CITY OF CHULA VISTA</i>  <b>Michael Christensen</b>, <i>Planning Director, CITY OF SAN FRANCISCO</i>  <b>Michael Sapunor</b>, <i>Resource Planner, Cannabis Licensing Office, SANTA CRUZ COUNTY</i></p>
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OR



April 10 - 11, 2019 | Holiday Inn Sacramento Downtown Arena | Sacramento, CA

2:00-3:30	<p data-bbox="316 464 581 489"><b>Enforcement: Track 2</b></p> <p data-bbox="316 499 1333 632"><i>Panel Discussion and Q&amp;A: Fire and Building Code: Inspection and Enforcement</i> Familiarizing yourself with machinery and equipment used in the cannabis industry is just one of many key points to successfully enforcing fire and building code. Hear lessons learned and insights from first-hand inspector experiences.</p> <p data-bbox="316 678 435 703">Panelists:</p> <p data-bbox="316 714 1230 739"><b>Matthew Dutcher</b>, <i>Fire Prevention Officer</i>, SACRAMENTO FIRE DEPARTMENT</p> <p data-bbox="316 749 1097 774"><b>Anne Kirkpatrick</b>, <i>Chief of Police</i>, OAKLAND POLICE DEPARTMENT</p> <p data-bbox="316 785 1187 810"><b>Scott Moon</b>, <i>Division Chief Fire Marshal</i>, SANTA ROSA FIRE DEPARTMENT</p>
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**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

**PURPOSE**

This document establishes the expense and reimbursement policy for all Elected and Appointed (non-employee) Officials of the City of Antioch. As Elected Officials, individuals may incur expenses related to the execution of their duties and responsibilities. These expenses may include the following: personal vehicle use, communication needs (cell phones, internet, and personal phone lines, newspaper subscriptions), and conferences and meetings related to the City's interests. As to Appointed Officials on the Administrative Appeals Board, Design Review Board, Economic Development Commission, Parks and Recreation Commission, Planning Commission, Police Crime Prevention Commission and Investment Committee, there may be opportunities for individuals to attend educational seminars or meetings related to the City's interests as approved by the City Council. Therefore, this policy establishes procedures for requesting and receiving payment for expenses incurred while representing the City on official business.

**ADOPTION AND IMPLEMENTATION**

The Council is responsible for adopting the expense and reimbursement policy for Elected and Appointed Officials and for approving any subsequent policy revisions.

**EXCEPTIONS**

The City Council may approve exceptions to this policy on a case-by-case basis for special or unique circumstances.

**I. PERSONAL VEHICLE USE**

In recognition of the fact that Elected Officials may use their private vehicles while performing their duties, a monthly vehicle allowance will be provided, as allowed pursuant to California Government Code section 1223. In addition to expenses associated with direct use of a private vehicle, this allowance shall also cover related expenses such as bridge tolls and routine parking fees. In order to be eligible for the reimbursement allowance, Elected Officials shall annually provide proof of liability insurance to the City Clerk. The monthly cap on reimbursement of automobile expenses for personal vehicle usage shall be as follows: Mayor: \$450; Council Members: \$350; City Clerk: \$350; City Treasurer: \$350.

**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

**II. COMMUNICATION EQUIPMENT AND SERVICES**

In recognition of the fact that City Council members have a significant responsibility to stay in touch with their constituents and City management employees, reimbursement of communication equipment shall be allowed for cell phone service and equipment, internet service and equipment, local and long distance telephone and fax line service and equipment. Individual council members will be responsible for establishing their own communication service providers and all bills for such service will be paid by the individual. Expense reports shall be submitted on the City's form within 30 days of an expense being incurred. The monthly cap on reimbursement of communication equipment and services shall be as follows: Mayor \$100; Council Members \$50. Any communication service expenditures beyond that amount will be borne by the individual elected official.

**III. MEMBERSHIPS**

The City Council shall decide which groups to join as an entity, such as the League of California Cities or the Antioch Chamber of Commerce, through City Council action including the budget process. Individual memberships in groups by Elected or Appointed Officials shall be the personal expense of those individuals unless otherwise approved in advance by the City Council.

**IV. LOCAL CITY EVENTS**

Elected City Officials may be reimbursed for the cost of attending local events related to the City's business upon completion of an expense report and documentation of expenses. City funds shall not be used to purchase alcohol or reimburse Elected Officials for alcohol related costs, unless as part of a set price for the event that happens to include alcohol. If a guest accompanies an Elected Official, only the cost of the Elected Official will be reimbursed.

**V. TRAVEL**

In recognition of the fact that Elected Officials may need to represent the City at conferences and meetings and may incur expenses in the course of their travel, this policy establishes procedures for requesting and receiving payment for travel and travel-related expenditures. Appointed Officials must be specifically authorized by the City Council to attend educational seminars or other meetings in order to seek reimbursement.



**CITY OF ANTIOCH  
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**(A) PROCEDURE**

The key document in the administrative process is the Travel Authorization/Warrant Request (TA/WR). Besides ensuring that travel by Elected and Appointed Officials is conducted within this policy, the TA/WR summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for cash advances, vendor payments and credit card purchases. General instructions for completing and processing this form are provided in a separate document.

**(B) AUTHORIZATION PROCESS**

All travel by an Appointed Official shall be pre-approved by having the item placed on the City Council Consent Calendar. Overnight travel by an Elected Official, shall be pre-approved by having the item placed on the City Council Consent Calendar.

After travel, the Travel Authorization report must be finalized. Finance will review for receipts and policy compliance.

**(C) METHODS OF REIMBURSEMENT**

There are three ways to request and receive payment for travel and travel-related expenditures: (1) advance payment, (2) reimbursement for actual expenditures, and (3) credit card usage.

(1) Advance payments: Elected Officials may request a cash advance for meals. The advance will be within the IRS approved per diem rates for meals and incidental expenses (M&IE) for the location/area visited as listed in Publication 1542. The value of meals provided at conferences, training, or other travel programs will be deducted from the cash advance at the following rate:

Breakfast - 20%      Lunch - 30%      Dinner - 50%

Other items, such as conference registration, lodging, and air fare may be paid directly to the vendor in advance of travel.

Upon return from travel, all cash advances must be documented with original itemized receipts.

(2) Reimbursement: Elected and Appointed Officials shall be reimbursed for all eligible expenditures upon return from travel for items that have original receipts. A Travel Authorization/Warrant Request with original receipts will be paid by Finance within the regular accounts payable time

**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

schedule. Reimbursement claims should be submitted within 30 days from the return from travel, and no reimbursements may be made that cross over fiscal years.

(3) Credit Card Usage: Elected and Appointed Officials may use personal credit cards to pay for travel expenses. Original receipts must be included with the Travel Authorization/Warrant Request to be eligible for reimbursement.

**(D) ELIGIBLE EXPENDITURES**

**Meals and Incidental Expenses (M & IE)**

- **Meals:** City funds shall not be used to purchase alcohol or reimburse Elected or Appointed Officials for alcohol related costs. Meal costs will be reimbursed as supported by original itemized receipts.

- **Personal Meals:** All expenditures must be documented and reimbursement will not exceed the meal schedule listed above.

- **Business Meals:** To qualify as a business meal, the identity of the participants and the business purpose of the discussion must be substantiated.

- **Incidental Expenses:** Those related to City business will be reimbursed at cost as supported by original receipts (e.g., tolls and taxi cabs).

In no event shall the reimbursement for meals and incidental expenses exceed the IRS approved per diem rates for the location visited as listed in Publication 1542.

- **Lodging:** The City will pay lodging expenses for Elected or Appointed Officials during official travel requiring one or more overnight stays. The City will pay for lodging for the evening preceding or subsequent to a meeting or business event when the Elected or Appointed Official would have to travel at unreasonably early or late hours to reach his or her destination.

Elected or Appointed Officials shall make an effort to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The City will pay only for standard single rooms for individual Elected Officials. If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor. If conference rates are not available, government rates must be requested. A

**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

list of hotels offering government rates in different areas of the country is available in the Finance Department. Lodging rates that are equal to or less than the government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

If a double room is requested by an Elected or Appointed Official because he or she is accompanied by a spouse or other person, the difference between the single and double room rate shall be considered the Elected or Appointed Official's personal expense.

Elected or Appointed Officials shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the Elected or Appointed Official's personal expense unless failure to cancel the reservation was due to circumstances beyond the Elected Official's control.

- **Personal Entertainment:** No reimbursement will be made for personal entertainment.

- **Guests:** If a guest accompanies an Elected or Appointed Official, only the cost of the Elected or Appointed Official will be reimbursed. All costs above a single person will be borne by the Elected or Appointed Official.

- **Discounts:** If offered early registrations should be obtained whenever possible.

- **Telephone/Internet:** The City will pay for all City-related business telephone calls or internet use by an Elected or Appointed Official while traveling on authorized City business. If approved prior to travel, the City may pay for personal internet use up to \$5.00 per day for authorized overnight business travel within California and up to \$10.00 per day for all other authorized overnight business travel.

- **Transportation:** All travel will be made by the method most cost effective for the City. Considerations such as time, distance traveled and cost of transportation should be factors in arriving at the lowest cost. Elected and Appointed Officials shall endeavor to book air travel to take advantage of discounts and nonrefundable ticket fares where practical. All flights shall be booked at coach class or equivalent level. Any additional costs incurred due to personal travel added on before or after the trip will be paid by the Elected or Appointed Official.

Elected and Appointed Officials are encouraged to use their personal vehicles as transportation to and from airports. The cost of traveling from home to the

**CITY OF ANTIOCH  
TRAVEL AND EXPENSE POLICY  
ELECTED AND APPOINTED OFFICIALS**

airport will be paid for from monthly stipend. If a personal vehicle is left at the airport for more than one day, parking will be reimbursed per day based on long term parking rates or other transportation to and from the airport, whichever is less. Parking will not be reimbursed at the short term parking rate.

The use of rental vehicles is discouraged and shall be authorized only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical. Elected or Appointed Officials must understand that the City's vehicle insurance coverage does not cover the individual driver of a rental car. Therefore, the City Official shall confirm personal coverage under their personal insurance or purchase additional insurance from the rental agency at their own expense. Rental vehicles shall be driven only by Elected or Appointed Officials included on the car rental agreement. Elected or Appointed Officials shall be reimbursed for reasonable taxi fare, airport van, or other public transportation in order to travel from their destination airport to their hotel.

**VI. REPORTING OF EXPENDITURES**

If the City reimburses an Elected or Appointed Official for attending a "meeting" as defined under the Brown Act<sup>1</sup>, the Official shall provide a brief written or oral report regarding the "meeting" at the next regular meeting of the Council or applicable commission, board or committee to which the Official belongs. For other educational seminars or events for which expenses were reimbursed by the City, the Official may provide a brief written or oral report at the next regularly scheduled meeting of the Council or applicable commission, board or committee to which the Official belongs.

**VII. ACKNOWLEDGEMENT**

After being sworn in, Elected or Appointed Officials will be required to sign a statement formally acknowledging receipt and acceptance of this policy.

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<sup>1</sup> The Brown Act (California Government Code section 54952.2) defines a meeting as including "any congregation of majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains."



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 5, 2019

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

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

**APPROVED BY:** Derek Cole, Interim City Attorney *DC*

**SUBJECT:** Resolution to form Committees

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### **RECOMMENDED ACTION**

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

- 1) Adopt resolutions to form the following committees as Ad Hoc Committees for a period of six (6) months to determine if the Ad Hoc Committees should become Standing Committees or continue as Ad Hoc Committees:
  - Waterfront Committee
  - City/School Committee
  - Youth Services Task Force Committee
  - Quality of Life Civic/Municipal Center Committee
  - Smart Growth Committee
  - Human Trafficking Committee
  - Sesquicentennial Committee
  
- 2) Confirm the appointment of the two (2) members for each of the Ad Hoc Committees.

### **STRATEGIC PURPOSE**

The recommended action supports **Long Term Goal L: Provide exemplary City administration.**

### **FISCAL IMPACT**

The recommended action has no direct fiscal impact on City finances.

### **DISCUSSION**

At the January 22, 2019 City Council meeting, the City Council discussed and provided direction to staff regarding the formation of committees. During the discussion, the City Council decided the following committees should be Ad Hoc Committees for a period of six (6) months to determine if the Ad Hoc Committees should become Standing Committees to report back to City Council on a specific subject matter on a continual

basis or continue as Ad Hoc Committees for a limited period of time to report back to City Council to address a specific need or purpose. Also during the January 22, 2019 City Council meeting, the City Council discussed the following appointments to each of the Ad Hoc Committees.

- Waterfront Committee: Mayor Pro Tem Motts, Council Member Wilson
- City/School Committee: Mayor Pro Tem Motts, Council Member Ogorchock
- Youth Services Task Force Committee: Mayor Wright, Council Member Thorpe
- Quality of Life Civic/Municipal Center Committee: Council Member Wilson, Council Member Thorpe
- Smart Growth Committee: Council Member Thorpe
- Human Trafficking Committee: Council Member Wilson, Mayor Pro Tem Motts
- Sesquicentennial Committee: Mayor Wright, Mayor Pro Tem Motts

#### **ATTACHMENTS**

- A. Resolution: Waterfront Committee
- B. Resolution: City/School Committee
- C. Resolution: Youth Services Task Force Committee
- D. Resolution: Quality of Life Civic/Municipal Center Committee
- E. Resolution: Smart Growth Committee
- F. Resolution: Human Trafficking Committee
- G. Resolution: Sesquicentennial Committee

**RESOLUTION NO. 2019/\*\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO FORM AN AD HOC WATERFRONT COMMITTEE FOR A  
PERIOD OF SIX MONTHS**

**WHEREAS**, the City Council discussed the formation of a Waterfront Committee at the January 22, 2019 City Council meeting; and

**WHEREAS**, the City Council discussed the formation of an Ad Hoc Waterfront Committee that would report back to the City Council prior to and upon termination in six months to determine if the ad hoc committee should become a standing committee on a specific subject matter on a continual basis or continue as an ad hoc committee for a limited period of time to address a specific need or purpose; and

**WHEREAS**, the City Council confirms the appointment of (insert name of appointee) and (insert name of appointee) to an Ad Hoc Waterfront Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that (insert name of appointee) and (insert name of appointee) are appointed to an Ad Hoc Waterfront Committee and to report back to the City Council prior to and upon the ad hoc committee's termination in six months.

\* \* \* \* \*

**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 5<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**RESOLUTION NO. 2019/\*\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO FORM AN AD HOC CITY/SCHOOL COMMITTEE FOR A  
PERIOD OF SIX MONTHS**

**WHEREAS**, the City Council discussed the formation of a City/School Committee at the January 22, 2019 City Council meeting; and

**WHEREAS**, the City Council discussed the formation of an Ad Hoc City/School Committee that would report back to the City Council prior to and upon termination in six months to determine if the ad hoc committee should become a standing committee on a specific subject matter on a continual basis or continue as an ad hoc committee for a limited period of time to address a specific need or purpose; and

**WHEREAS**, the City Council confirms the appointment of (insert name of appointee) and (insert name of appointee) to an Ad Hoc City/School Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that (insert name of appointee) and (insert name of appointee) are appointed to an Ad Hoc City/School Committee and to report back to the City Council prior to and upon the ad hoc committee’s termination in six months.

\* \* \* \* \*

**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 5<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



**RESOLUTION NO. 2019/\*\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO FORM AN AD HOC YOUTH SERVICES TASK FORCE COMMITTEE FOR A  
PERIOD OF SIX MONTHS**

**WHEREAS**, the City Council discussed the formation of a Youth Services Task Force Committee at the January 22, 2019 City Council meeting; and

**WHEREAS**, the City Council discussed the formation of an Ad Hoc Youth Services Task Force Committee that would report back to the City Council prior to and upon termination in six months to determine if the ad hoc committee should become a standing committee on a specific subject matter on a continual basis or continue as an ad hoc committee for a limited period of time to address a specific need or purpose; and

**WHEREAS**, the City Council confirms the appointment of (insert name of appointee) and (insert name of appointee) to an Ad Hoc Youth Services Task Force Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that (insert name of appointee) and (insert name of appointee) are appointed to an Ad Hoc Youth Services Task Force Committee and to report back to the City Council prior to and upon the ad hoc committee’s termination in six months.

\* \* \* \* \*

**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 5<sup>th</sup> day of February, 2019, bythe following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**RESOLUTION NO. 2019/\*\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO FORM AN AD HOC QUALITY OF LIFE CIVIC/MUNICIPAL CENTER COMMITTEE  
FOR A PERIOD OF SIX MONTHS**

**WHEREAS**, the City Council discussed the formation of a Quality of Life Civic/Municipal Center Committee at the January 22, 2019 City Council meeting; and

**WHEREAS**, the City Council discussed the formation of an Ad Hoc Quality of Life Civic/Municipal Center Committee that would report back to the City Council prior to and upon termination in six months to determine if the ad hoc committee should become a standing committee on a specific subject matter on a continual basis or continue as an ad hoc committee for a limited period of time to address a specific need or purpose; and

**WHEREAS**, the City Council confirms the appointment of (insert name of appointee) and (insert name of appointee) to an Ad Hoc Quality of Life Civic/Municipal Center Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that (insert name of appointee) and (insert name of appointee) are appointed to an Ad Hoc Quality of Life Civic/Municipal Center Committee and to report back to the City Council prior to and upon the ad hoc committee’s termination in six months.

\* \* \* \* \*

**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 5<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**RESOLUTION NO. 2019/\*\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO FORM AN AD HOC SMART GROWTH COMMITTEE FOR A  
PERIOD OF SIX MONTHS**

**WHEREAS**, the City Council discussed the formation of a Smart Growth Committee at the January 22, 2019 City Council meeting; and

**WHEREAS**, the City Council discussed the formation of an Ad Hoc Smart Growth Committee that would report back to the City Council prior to and upon termination in six months to determine if the ad hoc committee should become a standing committee on a specific subject matter on a continual basis or continue as an ad hoc committee for a limited period of time to address a specific need or purpose; and

**WHEREAS**, the City Council confirms the appointment of (insert name of appointee) and (insert name of appointee) to an Ad Hoc Smart Growth Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that (insert name of appointee) and (insert name of appointee) are appointed to an Ad Hoc Smart Growth Committee and to report back to the City Council prior to and upon the ad hoc committee’s termination in six months.

\* \* \* \* \*

**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 5<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**RESOLUTION NO. 2019/\*\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO FORM AN AD HOC HUMAN TRAFFICKING COMMITTEE FOR A  
PERIOD OF SIX MONTHS**

**WHEREAS**, the City Council discussed the formation of a Human Trafficking Committee at the January 22, 2019 City Council meeting; and

**WHEREAS**, the City Council discussed the formation of an Ad Hoc Human Trafficking Committee that would report back to the City Council prior to and upon termination in six months to determine if the ad hoc committee should become a standing committee on a specific subject matter on a continual basis or continue as an ad hoc committee for a limited period of time to address a specific need or purpose; and

**WHEREAS**, the City Council confirms the appointment of (insert name of appointee) and (insert name of appointee) to an Ad Hoc Human Trafficking Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that (insert name of appointee) and (insert name of appointee) are appointed to an Ad Hoc Human Trafficking Committee and to report back to the City Council prior to and upon the ad hoc committee's termination in six months.

\* \* \* \* \*

**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 5<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**RESOLUTION NO. 2019/\*\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO FORM AN AD HOC SESQUICENTENNIAL COMMITTEE FOR A  
PERIOD OF SIX MONTHS**

**WHEREAS**, the City Council discussed the formation of a Sesquicentennial Committee at the January 22, 2019 City Council meeting; and

**WHEREAS**, the City Council discussed the formation of an Ad Hoc Sesquicentennial Committee that would report back to the City Council prior to and upon termination in six months to determine if the ad hoc committee should become a standing committee on a specific subject matter on a continual basis or continue as an ad hoc committee for a limited period of time to address a specific need or purpose; and

**WHEREAS**, the City Council confirms the appointment of (insert name of appointee) and (insert name of appointee) to an Ad Hoc Sesquicentennial Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that (insert name of appointee) and (insert name of appointee) are appointed to an Ad Hoc Sesquicentennial Committee and to report back to the City Council prior to and upon the ad hoc committee’s termination in six months.

\* \* \* \* \*

**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 5<sup>th</sup> day of February, 2019, bythe following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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