

ANNOTATED AGENDA

for
July 10, 2012

CITY COUNCIL MEETING

Order of Council vote: AYES: Council Members Kalinowski, Rocha, Agopian and Mayor Pro Tem
Harper

ABSENT: Mayor Davis

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

6:15 P.M. ROLL CALL for Closed Sessions – ***Council Members Kalinowski, Rocha and Agopian (Mayor Davis and Mayor Pro Tem Harper Absent)***

PUBLIC COMMENTS for Closed Sessions – ***None***

CLOSED SESSIONS:

- 1) **PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – This Closed Session is authorized by California Government Code §54957 City Manager. ***No action taken***
- 2) **PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS** – This Closed Session is authorized by California Government Code §54957 – City Attorney. ***No action taken***

7:00 P.M. ROLL CALL for Council Members – ***Mayor Pro Tem Harper and Council Members Kalinowski, Rocha and Agopian (Mayor Davis Absent)***

PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

CITY COUNCIL SUBCOMMITTEE REPORTS

MAYOR’S COMMENTS

PRESENTATION – *District Attorney Mark Peterson*

1. COUNCIL CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR JUNE 26, 2012

Recommended Action: Motion to continue to July 24, 2012

Con't to 07/24/12

MINUTES

COUNCIL CONSENT CALENDAR — Continued

B. APPROVAL OF COUNCIL WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 4/0

STAFF REPORT

C. REJECTION OF CLAIM

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

Recommended Action: Motion to reject the listed claim

Rejected, 4/0

STAFF REPORT

D. RESOLUTION CONFIRMING CONSOLIDATION OF ELECTION, CANDIDATES STATEMENT WORD COUNT AND CLARIFYING COSTS FOR THE NOVEMBER 6, 2012 REGULAR ELECTION

Recommended Action: Motion to adopt the resolution

Reso 2012/47, 4/0

STAFF REPORT

E. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CONFIRMING CANVASS BY THE COUNTY CLERK OF CONTRA COSTA OF BALLOTS CAST AT THE PRIMARY ELECTION HELD ON JUNE 5, 2012

Recommended Action: Motion to adopt the resolution

STAFF REPORT

F. ADOPTION OF THE 5-YEAR CAPITAL IMPROVEMENT PROGRAM 2012-2017 (P.W. 150-12)

Recommended Action: Motion to adopt the resolution approving the City's 5-Year Capital Improvement Program 2012-2017

Reso 2012/49, 4/0

STAFF REPORT

STAFF REPORT

G. RESOLUTION APPROVING THE REIMBURSEMENT AGREEMENT WITH LOWE'S HIW, INC. FOR LONE TREE WAY WIDENING AND AN AMENDMENT TO THE 2011-2012 MEASURE "J" BUDGET (PD-04-2 & UP-04-4)

Recommended Action: Motion to adopt the resolution approving a Reimbursement Agreement that provides for a \$237,500 lump-sum reimbursement to Lowe's HIW, Inc. ("Lowe's") for Lone Tree Way widening and an Amendment to the 2011-2012 Measure "J" Budget

Reso 2012/50, 4/0

STAFF REPORT

H. CONSIDERATION OF BIDS FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE HANDICAP ACCESSIBLE RAMPS AT MISCELLANEOUS LOCATIONS 2012-2013, (P.W. 507-14)

Recommended Action: Motion to award the project to the low bidder, J.D. Partners Concrete, in the amount of \$200,000.00

Approved, 4/0

STAFF REPORT

COUNCIL CONSENT CALENDAR — Continued

- I. APPROVAL OF PROPOSAL AND AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH BROWN AND CALDWELL FOR ENGINEERING DESIGN FOR THE CAMBRIDGE TANK EXPANSION PROJECT (P.W. 365-T3)

Approved, 4/0

Recommended Action: Motion to approve the proposal and authorize the City Manager to sign an agreement with Brown and Caldwell for engineering design for the Cambridge Tank Expansion project and authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to increase Water Enterprise Funding for this project by \$67,252

STAFF REPORT

- J. AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH ANN B. SPAULDING

Approved, 3/1-A

Recommended Action: Motion to approve the Seventh Amendment to the Consultant Services Agreement with Ann B. Spaulding for assistance in support of our negotiations with the California State Department of Water Resources (DWR) and interactions regarding the Bay Delta Conservation Plan, the Delta Protection Commission, the Delta Stewardship Council and the State Department of Natural Resources

STAFF REPORT

- K. RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT EXTENSION WITH THE ENVIRONMENTAL CONSULTING FIRM CIRCLE POINT TO UPDATE AND AUGMENT THE EXISTING ENVIRONMENTAL DOCUMENTATION PREPARED FOR THE NORTHEAST ANTIOCH ANNEXATION

Reso 2012/51, 4/0

Recommended Action: Motion to adopt the resolution authorizing the City Manager to execute a contract extension with the consulting firm CirclePoint to update and augment the existing environmental documentation for the Northeast Antioch Annexation

STAFF REPORT

END OF COUNCIL CONSENT CALENDAR

COUNCIL REGULAR AGENDA

2. KELLY'S CARD ROOM

Allow card room license not to expire for six months at the 408 O Street location if Blarney LLC and current owner/licensee complete purchase by 5:00 p.m. on July 20, 2012 and the card room operation at that location will open prior to January 23, 2013
3/1-H

Action: Provide direction regarding the request of Blarney LLC to allow Kelly's card room license at 408 O Street not to expire and be extended for six months (or longer) to allow the potential new buyers to propose the transfer of the license to another site, which has not been identified yet

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

3. BENEFITS FOR ELECTED OFFICIALS

Continued

Action: At the Council meeting on June 26, 2012, there was City Council concurrence to place medical and retirement benefits for elected officials on the agenda

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS

ADJOURNMENT – 9:28 p.m.

**REPORT FROM THE CITY CLERK'S OFFICE TO THE CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF JULY 10, 2012**

PREPARED BY: Christina Garcia, Acting Deputy City Clerk
Denise Skaggs, City Clerk



REVIEWED BY: Jim Jakel, City Manager



DATE: July 3, 2012

SUBJECT: APPROVAL OF COUNCIL MINUTES

The Minutes of June 26, 2012 are continued to the next meeting.

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JUNE 21 - JULY 3, 2012
 FUND/CHECK#

100 General Fund

Non Departmental

339889 CIRCLEPOINT	PROFESSIONAL SERVICES	3,682.26
339988 AMERICAN TELESOURCE INC	IVR MAINTENANCE	6,706.00
339997 BOYER, BLAIR	BALANCE REFUND	4,473.50
340073 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	1,263.39
340085 STANTEC CONSULTING	DESIGN REVIEW SERVICES	258.00
917527 RETIREE	MEDICAL AFTER RETIREMENT	1,643.21

City Council

340067 PERS	COUNCIL PAYMENT	255.78
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City Attorney

339923 LEXISNEXIS MATTHEW BENDER	ONLINE LEGAL RESEARCH	75.00
339953 SHRED IT INC	SHRED SERVICE	47.81
339979 XEROX CORPORATION	COPIER LEASE/USAGE	119.57
340042 JARVIS FAY AND DOPORTO LLP	LEGAL SERVICES	4,023.46

City Manager

339915 JAKEL, JAMES M	EXPENSE REIMBURSEMENT	55.27
339979 XEROX CORPORATION	COPIER LEASE/USAGE	119.49
339998 CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	135.00
340018 DIABLO VIEW FLORIST	FLOWER DELIVERY	64.90

City Clerk

339883 BAY AREA NEWS GROUP	LEGAL AD	787.96
339979 XEROX CORPORATION	COPIER LEASE/USAGE	245.08

City Treasurer

340064 PFM ASSET MGMT LLC	ADVISORY SERVICES	6,549.82
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Human Resources

339931 NETSOURCE INC	CONSULTANT SERVICES	1,935.36
339953 SHRED IT INC	SHRED SERVICE	28.97
339979 XEROX CORPORATION	COPIER LEASE/USAGE	261.61
340030 GOVERNMENTJOBS.COM INC	SOFTWARE IMPLEMENTATION	2,500.00
340058 OCCU MED INC	PREPLACEMENT MEDICAL	63.50

Economic Development

339979 XEROX CORPORATION	COPIER LEASE/USAGE	123.03
340000 CAMDEN VILLAGE LLC	SEC 3 SLATTEN RNC	200,000.00

Finance Administration

339883 BAY AREA NEWS GROUP	LEGAL AD	573.56
339935 OFFICE MAX INC	OFFICE SUPPLIES	93.18
339979 XEROX CORPORATION	COPIER LEASE/USAGE	368.51

Finance Accounting

339881 AT AND T MCI	BITECH LINE	476.49
339935 OFFICE MAX INC	OFFICE SUPPLIES	34.11
339953 SHRED IT INC	SHRED SERVICE	47.81
340017 DIABLO LIVE SCAN	LIVE SCAN	40.00

Finance Operations

339930 NEOPOST	POSTAGE	3,010.00
339972 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00

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 Finance Accounting

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339979 XEROX CORPORATION	COPIER LEASE/USAGE	1,928.82
340060 OFFICE MAX INC	WATER BILL FORMS	1,471.83
340066 PROGRESSIVE SOLUTIONS INC	ANNUAL LICENSE FEE	4,547.31
Non Departmental		
339991 ASSOC OF BAY AREA GOVERNMENTS	DUES FY 2012-13	18,196.00
340068 PERS	NON-ELIGIBLE PREMIUMS	1,707.52
Public Works Maintenance Administration		
339932 NEXTEL SPRINT	CELL PHONE	122.24
340101 XEROX CORPORATION	COPIER LEASE/USAGE	45.48
Public Works General Maintenance Services		
339932 NEXTEL SPRINT	CELL PHONE	81.38
340101 XEROX CORPORATION	COPIER LEASE/USAGE	104.83
Public Works Street Maintenance		
339921 L SERPA TRUCKING INC	TRUCK RENTAL	2,527.20
339932 NEXTEL SPRINT	CELL PHONE	42.26
917467 TELFER OIL COMPANY	SUPPLIES	782.05
Public Works-Signal/Street Lights		
339881 AT AND T MCI	PHONE	564.88
339941 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,571.80
340039 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,239.28
340062 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	293.26
Public Works-Striping/Signing		
339952 SHERWIN WILLIAMS CO	SUPPLIES	355.70
Public Works-Facilities Maintenance		
339874 ACE HARDWARE, ANTIOCH	SUPPLIES	15.24
339881 AT AND T MCI	PHONE	45.88
339946 REAL PROTECTION INC	REPAIR SERVICE	300.00
339960 STATE OF CALIFORNIA	WASTE FEES	465.00
340008 CONTRA COSTA COUNTY	HAZ MAT ANNUAL PERMIT FEE	1,040.00
340074 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	585.87
917464 LEES BUILDING MAINTENANCE	JANITORIAL SERVICE	2,494.82
Public Works-Parks Maint		
339881 AT AND T MCI	PHONE	79.67
339904 EWING IRRIGATION PRODUCTS	VALVE REPLACEMENT	398.60
339939 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	37,500.31
339941 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	168.92
917463 JOHN DEERE LANDSCAPES PACHECO	IRRIGATION CONTROLLER PARTS	1,181.21
Public Works-Median/General Land		
339874 ACE HARDWARE, ANTIOCH	SUPPLIES	28.16
339881 AT AND T MCI	PHONE	147.83
339940 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	8,843.00
339941 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	299.82
339967 TARGET SPECIALTY PRODUCTS	CHEMICALS	7,909.99
340037 HOME DEPOT, THE	BATTERIES/SMALL TOOLS	312.80
Public Works-Work Alternative		
339932 NEXTEL SPRINT	CELL PHONE	98.56

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 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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Police Administration

339887 CANTANDO, ALLAN J	EXPENSE REIMBURSEMENT	50.15
339898 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	180.00
339899 CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	554.93
339919 KIWANIS CLUB OF THE DELTA ANTIOCH	MEMBER DUES	39.00
339979 XEROX CORPORATION	COPIER LEASE/USAGE	1,630.98
340007 CONCORD UNIFORMS LLC	NAME PATCHES	44.37
340013 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	180.00
340029 GALLS INC	POLICE SAFETY EQUIPMENT	371.81
917556 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	457.85

Police Prisoner Custody

340068 PERS	PAYROLL DEDUCTIONS	1,041.00
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Police Community Policing

339932 NEXTEL SPRINT	CELL PHONE EQUIPMENT	154.40
340068 PERS	PAYROLL DEDUCTIONS	1,327.76

Police Traffic Division

340068 PERS	PAYROLL DEDUCTIONS	3.75
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Police Investigations

339979 XEROX CORPORATION	COPIER LEASE/USAGE	718.73
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Police Special Operations Unit

339992 AUTO WORLD INC	VEHICLE LEASE	2,066.25
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Police Communications

339880 AT AND T MCI	PHONE	655.27
339881 AT AND T MCI	PHONE	1,180.39
340068 PERS	PAYROLL DEDUCTIONS	5.72

Office Of Emergency Management

339881 AT AND T MCI	PHONE	293.74
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Police Community Volunteers

917460 COMPUTERLAND	COMPUTER EQUIPMENT	54.13
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Police Facilities Maintenance

339881 AT AND T MCI	PHONE	258.51
339932 NEXTEL SPRINT	CELL PHONE	4,978.17
339946 REAL PROTECTION INC	REPAIR SERVICE	495.00
340074 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	426.40
917464 LEES BUILDING MAINTENANCE	JANITORIAL SERVICE	5,038.17

Community Development Administration

340101 XEROX CORPORATION	COPIER LEASE	271.46
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Community Development Land Planning Services

339993 BAY AREA NEWS GROUP	LEGAL AD	498.66
340019 DYETT AND BHATIA	CONSULTING SERVICES	2,905.00

Community Development Neighborhood Improvement

340084 SHERWIN WILLIAMS CO	PAINT SUPPLIES	171.03
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PW Engineer Land Development

339881 AT AND T MCI	PHONE	30.15
339932 NEXTEL SPRINT	CELL PHONE	203.68
339993 BAY AREA NEWS GROUP	LEGAL AD	291.05

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 Finance Accounting

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340101 XEROX CORPORATION	COPIER USAGE	213.11
Community Development Building Inspection		
339932 NEXTEL SPRINT	CELL PHONE	112.56
Capital Imp. Administration		
340068 PERS	PAYROLL DEDUCTIONS	1,225.28
Community Development Engineering Services		
339932 NEXTEL SPRINT	CELL PHONE	65.06
212 CDBG Fund		
CDBG		
339893 CONSTRUCTION TESTING SERVICES	CONSULTING SERVICES	1,071.00
339993 BAY AREA NEWS GROUP	LEGAL AD	166.95
213 Gas Tax Fund		
Streets		
339941 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	116.31
214 Animal Control Fund		
Animal Control		
339932 NEXTEL SPRINT	CELL PHONE EQUIPMENT	193.95
339979 XEROX CORPORATION	COPIER LEASE/USAGE	167.24
339989 ANIMAL CARE EQUIPMENT & SERVICES	SPAY/NEUTER	579.50
340022 EAST BAY VETERINARY EMERGENCY	EMERGENCY TREATMENT	321.35
340023 EAST HILLS VETERINARY HOSPITAL	SPAY/NEUTER	5,019.18
340036 HILLS PET NUTRITION	ANIMAL FOOD	233.35
340048 KOEFRAN SERVICES INC	ANIMAL DISPOSAL SERVICE	1,850.00
340052 LOWES COMPANIES INC	SUPPLIES	100.98
340056 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	730.00
917464 LEES BUILDING MAINTENANCE	JANITORIAL SERVICE	435.75
219 Recreation Fund		
Non Departmental		
339882 BARRETT, STEPHEN	DEPOSIT REFUND	663.00
339966 TACUBA, JOSEPHINA	DEPOSIT REFUND	700.00
Recreation Admin		
340011 COSTCO	MEMBERSHIP FEE	55.00
340017 DIABLO LIVE SCAN	LIVE SCAN	20.00
340074 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	129.60
Senior Programs		
339881 AT AND T MCI	PHONE	94.09
Recreation Classes/Prog		
339897 COSTCO	SUPPLIES	78.95
339906 GARRISON, JACQUELYN	CONTRACTOR PAYMENT	778.80
339917 JUMP BUNCH	CONTRACTOR PAYMENT	112.80
339925 LIPPE, PATRICIA	CONTRACTOR PAYMENT	615.00
339978 WE ARE ONE PRODUCTIONS	CONTRACTOR PAYMENT	924.60
339985 AGBAYANI, SHARLENE	CLASS REFUND	181.00
340001 CARIASO, ANGELICA	CONTRACTOR PAYMENT	406.20
340011 COSTCO	MEMBERSHIP FEE	55.00
340072 RAMIREZ, SUSAN	CLASS REFUND	155.00

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 Finance Accounting

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340080 ROBLES, VIRNA	CLASS REFUND	120.00
340086 STARGAZERS/TRACI MARTIN	CONTRACTOR PAYMENT	915.00
340099 WILSON, WILHELMENIA KAY	CLASS REFUND	152.00
Recreation Camps		
339886 BIG SKY LOGOS AND EMBROIDERY	CAMP SHIRTS	971.91
339902 DISCOUNT SCHOOL SUPPLY	CLASS SUPPLIES	242.20
Recreation Sports Programs		
339941 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	161.29
340011 COSTCO	MEMBERSHIP FEE	55.00
340017 DIABLO LIVE SCAN	LIVE SCAN	20.00
Recreation Teens		
339886 BIG SKY LOGOS AND EMBROIDERY	CAMP SHIRTS	318.58
Rec After School/AUSD		
Recreation Concessions		
339897 COSTCO	SUPPLIES	308.22
339942 PEPSI COLA COMPANY	SUPPLIES	570.42
339975 US FOODSERVICE INC	CONCESSION SUPPLIES	739.07
Recreation-New Comm Cntr		
339941 PACIFIC GAS AND ELECTRIC CO	GAS	8,036.72
339979 XEROX CORPORATION	COPIER LEASE/USAGE	383.00
340006 COMCAST	INTERNET CONNECTION	1,589.35
340052 LOWES COMPANIES INC	SUPPLIES	246.15
340074 REAL PROTECTION INC	ALARM SYSTEM SERVICE	140.00
222 Measure C Fund		
Streets		
339982 YODER, ROD	WIRE REPAIR	150.00
229 Pollution Elimination Fund		
Channel Maintenance Operation		
339932 NEXTEL SPRINT	CELL PHONE	98.56
339947 RED WING SHOE STORE	SAFETY SHOES-RAMIREZ	206.18
339990 ANKA BEHAVIORAL HEALTH INC	CHANNEL MAINTENANCE	4,968.00
340017 DIABLO LIVE SCAN	LIVE SCAN	20.00
251 Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1		
339878 APEX GRADING	WEEDING & MOWING	6,000.00
339881 AT AND T MCI	PHONE	62.92
Lonetree Maintenance Zone 2		
339878 APEX GRADING	WEEDING & MOWING	3,000.00
339881 AT AND T MCI	PHONE	121.68
339941 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	32.71
Lonetree Maintenance Zone 3		
339878 APEX GRADING	WEEDING & MOWING	3,000.00
339881 AT AND T MCI	PHONE	46.55
339941 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	69.51
340062 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	53.51

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253 Almondridge SLLMD Fund		
Almondridge Maintenance		
339878 APEX GRADING	WEEDING & MOWING	500.00
254 Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1		
339878 APEX GRADING	WEEDING & MOWING	5,000.00
339881 AT AND T MCI	PHONE	31.46
Hillcrest Maintenance Zone 2		
339878 APEX GRADING	WEEDING & MOWING	2,500.00
339881 AT AND T MCI	PHONE	124.70
339973 US CONCRETE PRECAST GROUP	SOUNDWALL PROJECT	2,094.00
Hillcrest Maintenance Zone 4		
339878 APEX GRADING	WEEDING & MOWING	8,000.00
339881 AT AND T MCI	PHONE	91.80
255 Park 1A Maintenance District Fund		
Park 1A Maintenance District		
339878 APEX GRADING	WEEDING & MOWING	1,000.00
339881 AT AND T MCI	PHONE	15.79
339939 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	160.00
340062 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	33.63
256 Citywide 2A Maintenance District Fund		
Citywide 2A Maintenance Zone 3		
339878 APEX GRADING	WEEDING & MOWING	3,000.00
Citywide 2A Maintenance Zone 4		
339878 APEX GRADING	WEEDING & MOWING	3,000.00
Citywide 2A Maintenance Zone 6		
339878 APEX GRADING	WEEDING & MOWING	1,000.00
339964 STEWARTS TREE SERVICE	TREE REMOVAL	400.00
Citywide 2A Maintenance Zone 8		
339939 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	986.00
Citywide 2A Maintenance Zone 9		
339881 AT AND T MCI	PHONE	62.92
339939 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,190.00
Citywide 2A Maintenance Zone10		
339878 APEX GRADING	WEEDING & MOWING	8,000.00
257 SLLMD Administration Fund		
SLLMD Administration		
339914 IRRIGATION SYSTEM SERVICE	WIRING REPAIR	530.00
339932 NEXTEL SPRINT	CELL PHONE	239.38
339938 ORCHARD SUPPLY HARDWARE	SMALL TOOLS	162.23
259 East Lone Tree SLLMD Fund		
Zone 1-District 10		
339878 APEX GRADING	WEEDING & MOWING	1,000.00
339941 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	66.57
340062 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	12.73
311 Capital Improvement Fund		

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 Finance Accounting

CITY OF ANTIOCH
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Measure WW

339933 ODIN SYSTEMS INC SURVEILLANCE 66,951.00

Public Buildings & Facilities

339908 HARRISON ENGINEERING INC ENGINEERING SERVICE 12,592.90

339962 STATE WATER CONTROL BOARD APPLICATION FEE 427.00

312 Prewett Family Park Fund

Parks & Open Space

340090 SYCLONE CORP SAFETY MIRRORS 4,185.00

319 Residential Dev Alloc Fund

Non Departmental

340024 ECONOMIC AND PLANNING SYSTEMS CONSULTING SERVICES 1,441.25

376 Lone Diamond Fund

Assessment District

339903 EBMUD CHECK REPLACEMENT 1,000.00

339945 PUBLIC STORAGE STORAGE FEES 532.00

570 Equipment Maintenance Fund

Non Departmental

339911 HUNT AND SONS INC FUEL 13,855.16

Equipment Maintenance

339876 ANTIOCH AUTO PARTS AUTO PARTS STOCK 255.10

339888 CHUCKS BRAKE AND WHEEL SERVICE BRAKE PARTS 108.64

339965 SUPERIOR AUTO PARTS BANDING TOOL 21.41

339969 TRED SHED, THE TIRES 1,481.86

339970 ULLMANN, RODNEY SUPPLIES 180.02

339977 WALNUT CREEK FORD SEAT COVER 976.62

340002 CHUCKS BRAKE AND WHEEL SERVICE IGNITION COIL 58.46

340009 CONTRA COSTA COUNTY PROGRAM NEW RADIOS 1,634.84

340010 COP SHOP INSTALLATION INC RADIO FACE PLATES 2,534.45

340020 EAST BAY TIRE CO AUTO PARTS & SERVICE 45.52

340021 EAST BAY TRUCK CENTER COOLING TANKS 180.40

340041 IRONMAN PARTS AND SERVICES REPAIR SERVICE 292.50

340050 LEHR AUTO ELECTRIC EQUIPMENT INSTALLATION 4,889.95

340052 LOWES COMPANIES INC TOOLS AND HARDWARE 45.16

340097 WALNUT CREEK FORD STOCK PARTS 366.69

340101 XEROX CORPORATION COPIER LEASE/USAGE 53.43

917457 A1 TRANSMISSION REBUILT TRANSMISSION 2,238.66

917462 GRAINGER INC SUPPLIES 122.92

917538 KIMBALL MIDWEST STOCK PARTS 542.15

573 Information Services Fund

Non Departmental

340059 OFFICE DEPOT EE COMPUTER PURCHASE 1,164.94

Information Services

339881 AT AND T MCI PHONE 57.85

339932 NEXTEL SPRINT CELL PHONE 98.56

340095 VERIZON WIRELESS AIR CARD 45.01

Prepared by: Georgina Meek
 Finance Accounting

7/3/2012

CITY OF ANTIOCH
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Network Support & PCs

339881 AT AND T MCI	PHONE	449.86
339932 NEXTEL SPRINT	CELL PHONE	214.46
340006 COMCAST	CONNECTION SERVICE	1,046.33
917493 COMPUCOM SYSTEMS INC	POST WARRANTY SUPPORT	219.00

Telephone System

339879 AT AND T MCI	PHONE	16.46
339881 AT AND T MCI	PHONE	2,469.98

577 Post Retirement Medical-Police Fund

Non Departmental

339983 RETIREE	MEDICAL AFTER RETIREMENT	193.22
339999 RETIREE	MEDICAL AFTER RETIREMENT	498.44
340049 RETIREE	MEDICAL AFTER RETIREMENT	776.25
340057 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
340068 PERS	POLICE-MED AFTER RETIREMENT	3,009.87
340082 RETIREE	MEDICAL AFTER RETIREMENT	40.61
340100 RETIREE	MEDICAL AFTER RETIREMENT	776.25
917469 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917474 RETIREE	MEDICAL AFTER RETIREMENT	1,013.38
917477 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917486 RETIREE	MEDICAL AFTER RETIREMENT	986.79
917487 RETIREE	MEDICAL AFTER RETIREMENT	929.00
917491 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917494 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917504 RETIREE	MEDICAL AFTER RETIREMENT	848.86
917508 RETIREE	MEDICAL AFTER RETIREMENT	791.00
917509 RETIREE	MEDICAL AFTER RETIREMENT	193.22
917522 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917526 RETIREE	MEDICAL AFTER RETIREMENT	193.22
917529 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917530 RETIREE	MEDICAL AFTER RETIREMENT	1,088.88
917531 RETIREE	MEDICAL AFTER RETIREMENT	123.73
917539 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917555 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917558 RETIREE	MEDICAL AFTER RETIREMENT	498.44
917569 RETIREE	MEDICAL AFTER RETIREMENT	304.35
917571 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917573 RETIREE	MEDICAL AFTER RETIREMENT	803.66
917583 RETIREE	MEDICAL AFTER RETIREMENT	498.44
917599 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917603 RETIREE	MEDICAL AFTER RETIREMENT	498.44
917612 RETIREE	MEDICAL AFTER RETIREMENT	164.52

578 Post Retirement Medical-Misc Fund

Non Departmental

339995 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340014 RETIREE	MEDICAL AFTER RETIREMENT	242.69

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340016 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340044 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340054 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340061 RETIREE	MEDICAL AFTER RETIREMENT	124.69
340068 PERS	MISC-MED AFTER RETIREMENT	6,071.47
340070 RETIREE	MEDICAL AFTER RETIREMENT	124.69
340078 RETIREE	MEDICAL AFTER RETIREMENT	597.38
340081 RETIREE	MEDICAL AFTER RETIREMENT	124.69
340083 RETIREE	MEDICAL AFTER RETIREMENT	242.69
340091 RETIREE	MEDICAL AFTER RETIREMENT	271.44
340096 RETIREE	MEDICAL AFTER RETIREMENT	472.20
917471 RETIREE	MEDICAL AFTER RETIREMENT	320.43
917472 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917473 RETIREE	MEDICAL AFTER RETIREMENT	225.99
917476 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917480 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917482 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917484 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917489 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917492 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917495 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917498 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917500 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917503 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917506 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917507 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917510 RETIREE	MEDICAL AFTER RETIREMENT	84.00
917512 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917516 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917517 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917519 RETIREE	MEDICAL AFTER RETIREMENT	310.36
917525 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917528 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917533 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917534 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917537 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917541 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917543 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917546 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917549 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917551 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917554 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917565 RETIREE	MEDICAL AFTER RETIREMENT	363.88
917566 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917575 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917578 RETIREE	MEDICAL AFTER RETIREMENT	242.69

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917582	RETIREE	MEDICAL AFTER RETIREMENT	597.38
917588	RETIREE	MEDICAL AFTER RETIREMENT	124.69
917597	RETIREE	MEDICAL AFTER RETIREMENT	597.38
917601	RETIREE	MEDICAL AFTER RETIREMENT	120.36
917602	RETIREE	MEDICAL AFTER RETIREMENT	165.81
917610	RETIREE	MEDICAL AFTER RETIREMENT	597.38
917611	RETIREE	MEDICAL AFTER RETIREMENT	361.38
917613	RETIREE	MEDICAL AFTER RETIREMENT	597.38
917614	RETIREE	MEDICAL AFTER RETIREMENT	242.69
917615	RETIREE	MEDICAL AFTER RETIREMENT	124.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

340003	RETIREE	MEDICAL AFTER RETIREMENT	901.90
340012	RETIREE	MEDICAL AFTER RETIREMENT	182.69
340028	RETIREE	MEDICAL AFTER RETIREMENT	124.69
340032	RETIREE	MEDICAL AFTER RETIREMENT	242.69
340038	RETIREE	MEDICAL AFTER RETIREMENT	400.00
340051	RETIREE	MEDICAL AFTER RETIREMENT	361.38
340055	RETIREE	MEDICAL AFTER RETIREMENT	762.38
340063	RETIREE	MEDICAL AFTER RETIREMENT	124.69
340068	PERS	MGMT-MED AFTER RETIREMENT	8,608.51
340076	RETIREE	MEDICAL AFTER RETIREMENT	752.86
340102	RETIREE	MEDICAL AFTER RETIREMENT	165.81
917475	RETIREE	MEDICAL AFTER RETIREMENT	361.38
917478	RETIREE	MEDICAL AFTER RETIREMENT	361.38
917479	RETIREE	MEDICAL AFTER RETIREMENT	254.87
917481	RETIREE	MEDICAL AFTER RETIREMENT	182.70
917483	RETIREE	MEDICAL AFTER RETIREMENT	124.69
917485	RETIREE	MEDICAL AFTER RETIREMENT	901.90
917488	RETIREE	MEDICAL AFTER RETIREMENT	597.38
917490	RETIREE	MEDICAL AFTER RETIREMENT	165.81
917496	RETIREE	MEDICAL AFTER RETIREMENT	752.86
917497	RETIREE	MEDICAL AFTER RETIREMENT	124.69
917499	RETIREE	MEDICAL AFTER RETIREMENT	597.38
917501	RETIREE	MEDICAL AFTER RETIREMENT	477.38
917502	RETIREE	MEDICAL AFTER RETIREMENT	361.38
917505	RETIREE	MEDICAL AFTER RETIREMENT	320.43
917511	RETIREE	MEDICAL AFTER RETIREMENT	361.38
917513	RETIREE	MEDICAL AFTER RETIREMENT	901.90
917514	RETIREE	MEDICAL AFTER RETIREMENT	242.69
917518	RETIREE	MEDICAL AFTER RETIREMENT	1,006.50
917520	RETIREE	MEDICAL AFTER RETIREMENT	280.20
917521	RETIREE	MEDICAL AFTER RETIREMENT	70.00
917523	RETIREE	MEDICAL AFTER RETIREMENT	361.38
917524	RETIREE	MEDICAL AFTER RETIREMENT	443.62
917532	RETIREE	MEDICAL AFTER RETIREMENT	854.68

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917535 RETIREE	MEDICAL AFTER RETIREMENT	727.38
917536 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917540 RETIREE	MEDICAL AFTER RETIREMENT	320.43
917542 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917544 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917545 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917547 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917548 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917550 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917552 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917553 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917557 RETIREE	MEDICAL AFTER RETIREMENT	920.60
917559 RETIREE	MEDICAL AFTER RETIREMENT	165.81
917561 RETIREE	MEDICAL AFTER RETIREMENT	320.43
917562 RETIREE	MEDICAL AFTER RETIREMENT	182.69
917563 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917564 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917567 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917568 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917570 RETIREE	MEDICAL AFTER RETIREMENT	477.38
917572 RETIREE	MEDICAL AFTER RETIREMENT	1,108.88
917574 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917576 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917577 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917579 RETIREE	MEDICAL AFTER RETIREMENT	242.69
917580 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917581 RETIREE	MEDICAL AFTER RETIREMENT	382.69
917584 RETIREE	MEDICAL AFTER RETIREMENT	901.90
917585 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917586 RETIREE	MEDICAL AFTER RETIREMENT	727.38
917587 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917589 RETIREE	MEDICAL AFTER RETIREMENT	320.40
917590 RETIREE	MEDICAL AFTER RETIREMENT	752.86
917592 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917593 RETIREE	MEDICAL AFTER RETIREMENT	901.90
917594 RETIREE	MEDICAL AFTER RETIREMENT	762.30
917595 RETIREE	MEDICAL AFTER RETIREMENT	161.21
917596 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917598 RETIREE	MEDICAL AFTER RETIREMENT	597.38
917600 RETIREE	MEDICAL AFTER RETIREMENT	320.43
917604 RETIREE	MEDICAL AFTER RETIREMENT	1,946.46
917605 RETIREE	MEDICAL AFTER RETIREMENT	361.38
917606 RETIREE	MEDICAL AFTER RETIREMENT	752.86
917607 RETIREE	MEDICAL AFTER RETIREMENT	727.38
917608 RETIREE	MEDICAL AFTER RETIREMENT	124.69
917609 RETIREE	MEDICAL AFTER RETIREMENT	320.43

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580 Loss Control Fund

Human Resources

339932 NEXTEL SPRINT	CELL PHONE	42.26
340040 IEDA INC	PROFESSIONAL SERVICES	3,884.46

611 Water Fund

Non Departmental

339875 AWWA	REGISTRATION	520.00
339949 ROBERTS AND BRUNE CO	SUPPLIES	216.50
339963 STATEWIDE SAFETY AND SIGNS INC	SUPPLIES	381.58
340079 ROBERTS AND BRUNE CO	SUPPLIES	4,288.19
340087 STATEWIDE SAFETY AND SIGNS INC	SUPPLIES	381.58
917515 GOLDEN WEST BETTERWAY UNIFORMS	UNIFORM AND SUPPLIES	624.59

Water Supervision

339885 BETTER HOMES	CHECK REPLACEMENT	101.53
339916 JOHNSTON, CATHERINE	CHECK REPLACEMENT	10.36
339932 NEXTEL SPRINT	CELL PHONE	123.64
339951 RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	1,537.94
340068 PERS	PAYROLL DEDUCTIONS	612.64

Water Production

339881 AT AND T MCI	PHONE	817.16
339920 KORALEEN ENTERPRISES	WATER SAMPLING STATIONS	887.29
339932 NEXTEL SPRINT	CELL PHONE	126.78
339940 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	857.00
339941 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,805.70
339948 REINHOLDT ENGINEERING CONSTR	EQUIPMENT REPAIR	2,542.28
339949 ROBERTS AND BRUNE CO	PIPE & FITTINGS	229.06
339957 SPAULDING, ANN B	CONSULTING SERVICE	5,014.05
339968 TELSTAR INSTRUMENTS INC	ELECTRONIC SERVICES	1,220.80
339980 XEROX CORPORATION	COPIER LEASE/USAGE	68.05
339986 ALLIED PACKING AND SUPPLY INC	DISCHARGE HOSE	1,103.04
340008 CONTRA COSTA COUNTY	CAL ARP ANNUAL FEES	28,786.00
340025 ENVIRONMENTAL RESOURCE ASSOC	PROFICIENCY STUDY	121.90
340033 HACH CO	LAB SUPPLIES	3,899.65
340034 HAGGARD, WILLIAM T	EXAM FEES REIMBURSEMENT	75.00
340045 KARL NEEDHAM ENTERPRISES INC	CONSULTING SERVICES	60,267.15
340052 LOWES COMPANIES INC	SUPPLIES	29.01
340075 RED VALVE COMPANY INC	SUPPLIES	1,536.31
340093 UNIVAR USA INC	CAUSTIC	34,568.43
340101 XEROX CORPORATION	COPIER LEASE/USAGE	68.05
917464 LEES BUILDING MAINTENANCE	JANITORIAL SERVICE	658.60
917466 SIERRA CHEMICAL CO	CHLORINE	12,166.11
917468 THYSSEN KRUPP ELEVATOR CORP	ELEVATOR SERVICE	120.00
917470 AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,777.35
917591 SIERRA CHEMICAL CO	CHEMICALS	11,055.37

Water Distribution

339881 AT AND T MCI	PHONE	15.73
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339905 FASTENAL CO	PIPE & FITTINGS	6.24
339912 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	892.49
339927 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	101.09
339932 NEXTEL SPRINT	CELL PHONE	508.40
339935 OFFICE MAX INC	OFFICE SUPPLIES	573.23
339949 ROBERTS AND BRUNE CO	PIPE & FITTINGS	9,168.57
339958 STAFFMARK	TEMP HELP	522.00
340015 DELTA DIABLO SANITATION DISTRICT	CONSUMPTION FEE	233.57
340017 DIABLO LIVE SCAN	LIVE SCAN	20.00
340026 FASTENAL CO	PIPE & FITTINGS	12.47
340027 FINTA ENTERPRISES INC	EQUIPMENT RENTAL	5,000.00
340079 ROBERTS AND BRUNE CO	PIPE & FITTINGS	751.50
340092 ULLMANN, RODNEY	EXPENSE REIMBURSEMENT	187.09
340101 XEROX CORPORATION	COPIER LEASE/USAGE	120.65
917560 NICHOLS CONSULTING ENGINEERS	WELL MONITORING	1,472.50
Water Meter Reading		
339932 NEXTEL SPRINT	CELL PHONE	21.12
Public Buildings & Facilities		
339941 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	4,943.25
340035 HANSON BRIDGETT LLP	LEGAL SERVICES	3,530.00
Warehouse & Central Stores		
339932 NEXTEL SPRINT	CELL PHONE	98.56
339972 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00
339979 XEROX CORPORATION	COPIER LEASE/USAGE	174.98
621 Sewer Fund		
Sewer-Wastewater Supervision		
339932 NEXTEL SPRINT	CELL PHONE	42.26
340101 XEROX CORPORATION	COPIER LEASE/USAGE	70.85
Sewer-Wastewater Collection		
339881 AT AND T MCI	PHONE	31.86
339896 CCC TAX COLLECTOR	SEWER CHARGES	11,369.02
339912 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	892.48
339932 NEXTEL SPRINT	CELL PHONE	185.88
339947 RED WING SHOE STORE	SAFETY SHOES-HICKS	419.18
339950 ROOTX	SUPPLIES	735.73
340069 QUESADA CHIROPRACTIC	DMV PHYSICAL	75.00
340098 WECO INDUSTRIES INC	SUPPLIES	922.69
631 Marina Fund		
Marina Administration		
339881 AT AND T MCI	PHONE	64.75
339883 BAY AREA NEWS GROUP	LEGAL AD	58.18
339884 BELUS CONSTRUCTION	CONSTRUCTION SERVICE	955.20
339980 XEROX CORPORATION	COPIER LEASE/USAGE	68.05
340074 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	89.87
340101 XEROX CORPORATION	COPIER LEASE	68.05

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Marina Maintenance

339934 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	410.00
339949 ROBERTS AND BRUNE CO	SUPPLIES	61.56
339964 STEWARTS TREE SERVICE	TREE REMOVAL	650.00
917464 LEES BUILDING MAINTENANCE	JANITORIAL SERVICE	1,355.14

641 Prewett Water Park Fund

Non Departmental

339877 ANTIOCH CHARTER ACADEMY	DEPOSIT REFUND	500.00
339954 SILENT PARTNER PRIVATE SECURITY	SECURITY GUARD SERVICES	475.00
339955 SMITH, DARRELL	DEPOSIT REFUND	500.00
340065 PINA, CONNIE	DEPOSIT REFUND	500.00

Rec - Prewett Admin

339881 AT AND T MCI	PHONE	45.58
339891 COMCAST	MONTHLY DMX SERVICE	53.31
339892 COMMERCIAL POOL SYSTEMS INC	REPAIR SERVICE	4,611.95
339909 HILLYARD INDUSTRIES	SUPPLIES	251.84
339910 HONEYWELL INTERNATIONAL INC	REFRIGERATOR REPAIR	2,059.02
339922 LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIRS	99.00
339935 OFFICE MAX INC	OFFICE SUPPLIES	160.66
339941 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,244.09
339979 XEROX CORPORATION	COPIER LEASE/USAGE	429.86
339987 AMERICAN LOCKER SECURITY SYSTEMS	LOCKERS	672.05
339994 BAY CITIES PYROTECTOR	INSPECTION/CERTIFICATION	270.00
340011 COSTCO	MEMBERSHIP FEE	55.00
340017 DIABLO LIVE SCAN	LIVE SCAN	100.00
340039 ICR ELECTRICAL CONTRACTORS	NEW GFI FOR POOL LIGHT	223.14
340043 JEFF ELLIS AND ASSOCIATES INC	LIFEGUARD LICENSE	252.00
340046 KING DJ COMPANY	DJ FRIDAY NIGHT	200.00
340047 KNORR SYSTEMS INC	CARBON DIOXIDE	1,895.43
340052 LOWES COMPANIES INC	SUPPLIES	19.19
340071 RACO INDUSTRIES LLC	RIBBON	292.90
340074 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	269.60
340077 REX LOCK AND SAFE INC	RELOCATE SAFE WATER PARK	500.00
340088 SUNSHINE CARPET AND TILE CLEANERS	FLOOR CLEANING	2,363.00
340093 UNIVAR USA INC	CHEMICALS	3,769.07

Recreation Aquatics

339886 BIG SKY LOGOS AND EMBROIDERY	CAMP SHIRTS	540.17
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Recreation Water Park

339907 GREAT BIG COLOR INC	ADVERTISING	246.88
339918 KING DJ COMPANY	EVENT ENTERTAINMENT	200.00
339926 MAGIC PRINCESS PARTIES INC	EVENT ENTERTAINMENT	655.20
340004 COAST RADIO COMPANY INC	ADVERTISING	1,215.00
340031 GREEN, ANNDRINA	EVENT REFUND	153.00
340053 MAGIC PRINCESS PARTIES INC	EVENT ENTERTAINMENT	150.00
340089 SWANSON, DEDREA	EVENT REFUND	160.00

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Rec Prewett Concessions

339881	AT AND T MCI	PHONE	45.56
339975	US FOODSERVICE INC	CONCESSION SUPPLIES	3,909.72
339996	BIMBO BAKERIES USA	CONCESSION SUPPLIES	332.29
340005	COCA COLA BOTTLING CO	CONCESSION SUPPLIES	1,356.52
340094	US FOODSERVICE INC	CONCESSION SUPPLIES	4,420.50
917461	DEI MONTI INC	REFRIGERATOR REPAIR	450.00

721 Employee Benefits Fund

Non Departmental

339890	CLAYTON FITNESS CENTER	PAYROLL DEDUCTIONS	34.00
339894	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
339895	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
339900	DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	74.00
339901	DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
339913	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	1,080.00
339924	LINA	PAYROLL DEDUCTIONS	4,530.99
339928	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,267.45
339936	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,028.00
339937	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	593.92
339943	PERS LONG TERM CARE	PAYROLL DEDUCTIONS	92.66
339944	PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,213.22
339956	SOLAR SWIM AND GYM	PAYROLL DEDUCTIONS	27.00
339959	STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	487.30
339961	STATE OF FLORIDA DISBURSEMENT UNIT	PAYROLL DEDUCTIONS	150.00
339971	UNION BANK OF CALIF	PAYROLL DEDUCTIONS	6,053.38
339974	US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	242.90
339976	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	1,687.48
339981	XTREME FITNESS	PAYROLL DEDUCTIONS	144.50
339984	AFLAC	PAYROLL DEDUCTIONS	8,297.14
340067	PERS	PAYROLL DEDUCTIONS	260,983.52
340068	PERS	PAYROLL DEDUCTIONS	261,365.31
917458	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	600.00
917459	APOA	PAYROLL DEDUCTIONS	11,324.67
917465	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	57,310.59

736 APFA Lone Diamond Reassessment 1998 Fund

Non Departmental

339929	NBS LOCAL GOVERNMENT SOLUTIONS	MANAGEMENT SERVICES	3,061.85
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**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF JULY 10, 2012**

FROM: Lynn Tracy Nerland, City Attorney

DATE: July 2, 2012

SUBJECT: Rejection of Claims

RECOMMENDATION:

Reject the listed claims:

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

LTN/spd

cc: Anthony Allenza

REPORT FROM THE CITY CLERK'S OFFICE TO THE CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF JULY 10, 2012

PREPARED BY: Christina Garcia, Acting Deputy City Clerk
Denise Skaggs, City Clerk



REVIEWED BY: Jim Jakel, City Manager



DATE: July 3, 2012

SUBJECT: RESOLUTION CONFIRMING CONSOLIDATION OF ELECTION;
CANDIDATE'S STATEMENT WORD COUNT; AND CLARIFYING
COSTS FOR THE NOVEMBER 6, 2012 REGULAR ELECTION

RECOMMENDATION:

Adopt the resolution confirming consolidation of election, candidate's statement word count limited to 250 words, and clarifying costs for the November 6, 2012 Regular Election.

BACKGROUND:

The County Elections Department, in accordance with Election Code 10403, requires a resolution requesting consolidation be sent to the Contra Costa County Board of Supervisors for the November 6, 2012 election.

There is a \$25 Filing Fee to obtain and file Nomination Papers. The nominating period for the November 2012 municipal election opens Monday, July 16, 2012. Due to City Hall being closed on Fridays, the deadline for filing papers to run for an Antioch office will be **Thursday, August 9, 2012, at 5:00 P.M.** This period will be extended 5 days, to August 14, 2012, if an incumbent fails to file. **Candidates are strongly encouraged to make appointments with the City Clerk's Office to pick up nomination papers and to file them to allow better service. Appointments can be made by calling the City Clerk's Office at 925-779-7009 or cgarcia@ci.antioch.ca.us.**

As to candidate's statements published in the Voter's Pamphlet, in accordance with Election Code §13307, the County Election Department has provided an estimated cost of \$930 to file a 250-word candidate statement. This cost is based on the candidate statement being printed in both **English and Spanish** as now required by California State law. As a condition of having the candidate's statement published, the candidate shall pay the \$930 estimated cost at the time of filing plus 10% buffer if estimated costs exceeded, as stated in Resolution 2004/50, for an estimated cost of \$1,023 candidate statement. The candidate statement is optional but the candidate is responsible for actual cost. Therefore the entire amount due at the time of filing both Nomination Papers and Candidate Statement will be \$1,048. Refunds for actual costs less than estimated amount will be provided.

ATTACHMENT:

Resolution

D
07-10-12

RESOLUTION NO 2012/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CONFIRMING REQUEST AND CONSENT TO CONSOLIDATION OF ELECTIONS;
AND SETTING SPECIFICATIONS OF THE ELECTION ORDER FOR THE
NOVEMBER 6, 2012 REGULAR ELECTION**

WHEREAS, the City Council has ordered a Municipal Election to be held on Tuesday, November 6, 2012, to fill certain municipal offices; and

WHEREAS, other elections may be held in whole or in part of the territory of the City and it is to the advantage of the City to consolidate pursuant to Elections Code §10400; and

WHEREAS, Elections Code §10242 provides that the governing body shall determine the hours of opening and closing the polls; and

WHEREAS, Elections Code §10002 requires the City to reimburse the county in full for the services performed upon presentation of a bill to the City by the County Elections Official; and

WHEREAS, Elections Code §13307 requires that before the nominating period opens, the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and may estimate the cost; and determine whether the estimate must be paid in advance; and

WHEREAS, Elections Code §12101 requires the publication of a notice of the election once in a newspaper of general circulation in the City; and

WHEREAS, a tie vote shall be determined by lot by the City Council pursuant to the California Election Code §15651 (a), unless the City Council adopts the provisions of Elections Code §15651 (b) prior to the election resulting in the tie vote; and

WHEREAS, the boundaries of the City of Antioch have not changed since the June 2012 election;

NOW, THEREFORE, IT IS ORDERED that an election be held in accordance with the following specifications:

SPECIFICATIONS OF THE ELECTION ORDER

1. The Election shall be held on **Tuesday, the 6th day of November, 2012**. The purpose of the election is to choose successors for the **following offices and terms**:

Mayor, one 4-year term

Council Members, two 4-year terms

City Clerk, one 4-year term

City Treasurer, one 4-year term

RESOLUTION NO. 2012/**

July 10, 2012

Page Two

2. City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code §10400.
3. The City hereby designates the hours the polls are to be kept open shall be from 7:00 A.M. to 8:00 P.M.
4. The City will reimburse the County for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the Election Official.
5. The City Council has determined **Candidates will pay for their individual Candidate's Statement if they choose to submit one.** The Candidate's Statement will be limited to 250 words. As a condition of having the Candidate's Statement published, the candidate shall pay the \$930 estimated cost at the time of filing, plus 10%, as stated in Resolution 2004/50. The City Council hereby establishes the estimated cost for a candidate statement as the following: \$1,023. There is also a \$25 Filing Fee for Nomination Papers regardless if candidate's statement is filed. Therefore the entire amount due at the time of filing both Nomination Papers and Candidate Statement will be \$1,048.
6. The City of Antioch is to publish the Notice of Election in the following newspaper: *Contra Costa Times*, a newspaper of general circulation, published daily in the City of Antioch.
7. The City Council has determined that in the event of a tie vote, then the tie will be determined by a lot pursuant to Elections Code Section 15651 (a).
8. The City directs that a certified copy of this Resolution be forwarded to the Registrar of Voters and to the Board of Supervisors of Contra Costa County.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

DENISE SKAGGS, City Clerk

**REPORT FROM THE CITY CLERK'S OFFICE TO THE CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF JULY 10, 2012**

PREPARED BY: Christina Garcia, Acting Deputy City Clerk 
Denise Skaggs, City Clerk

REVIEWED BY: Jim Jakel, City Manager 

DATE: July 3, 2012

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CONFIRMING THE CANVASS BY THE COUNTY CLERK OF CONTRA
COSTA OF BALLOTS CAST AT THE PRIMARY ELECTION HELD ON
JUNE 5, 2012

RECOMMENDATION:

Adopt the resolution confirming the results of the June 5, 2012 Primary Election.

BACKGROUND:

The County Clerk of the Contra Costa County Election Department has provided a certified copy of the canvass of the June 5, 2012 Primary Election for the following two Local Ballot Measures:

- 1) Changing the City Clerk and City Treasurer positions from Elected to Appointed (Measure L) was not approved;
- 2) Changing the Mayor Position from Elected to Appointed (Measure M) was not approved.

ATTACHMENTS:

Resolution with certified copy of ballots cast on June 5, 2012 from the Contra Costa County Clerk's Office. (Attachment A)

/cg
Att.

E
07/10/12

RESOLUTION NO. 2012/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CONFIRMING CANVASS BY THE COUNTY CLERK OF CONTRA COSTA
OF BALLOTS CAST AT THE PRIMARY ELECTION
HELD ON JUNE 5, 2012**

WHEREAS, the County Clerk of Contra Costa County, pursuant to the request of the City Clerk for the City of Antioch, has duly canvassed the votes cast in the Primary Election held on June 5, 2012, for the election of two Local Ballot Measures "Changing the City Clerk and City Treasurer positions from Elected to Appointed (Measure L)", and "Changing the Mayor Position from Elected to Appointed (Measure M)", as hereinafter set forth and has certified to this City Council the results of the votes cast, certification of which is now on file in the office of the Antioch City Clerk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that the canvass of votes by the County Clerk as shown by the certification and the results shown thereby are hereby ratified, confirmed and approved, and the votes cast for the two measures are attached as in "Exhibit A".

IT IS THEREFORE, FURTHER RESOLVED as follows:

- 1) Changing the City Clerk and City Treasurer positions from Elected to Appointed (Measure L) was not approved;
- 2) Changing the Mayor Position from Elected to Appointed (Measure M) was not approved.

* * * * *

I HEREBY CERTIFY that the foregoing Resolution was duly passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 10th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

DENISE SKAGGS
City Clerk

STEPHEN L. WEIR
COUNTY CLERK



CANDY LOPEZ
ASSISTANT COUNTY REGISTRAR

CONTRA COSTA COUNTY
REGISTRATION-ELECTIONS DEPARTMENT
555 ESCOBAR STREET
MARTINEZ, CALIFORNIA 94553-1140
(925) 335-7800

RECEIVED

JUN 28 2012

CITY OF ANTIOCH
CITY CLERK

June 25, 2012

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

Attn: Denise Skaggs, City Clerk

Re: June 5, 2012 Presidential Primary Election
Measure L

Dear Ms. Skaggs,


Please find enclosed the **Certificate of Results** for the above election held in your jurisdiction on Tuesday, June 5, 2012.

Also enclosed for your information is a copy of the Certified Statement of Votes, a Sample Ballot example and the Voter Information Pamphlet.

If you have any questions in this regard, please contact this office at (925) 335-7806.

Respectfully,

STEPHEN L. WEIR, COUNTY CLERK


Rosa Mena
Election Processing Supervisor

Enclosures

CERTIFICATE OF COUNTY CLERK
AS TO THE RESULT OF THE CANVASS OF THE
CITY OF ANTIOCH
MEASURE L
06/05/12 PRESIDENTIAL PRIMARY ELECTION

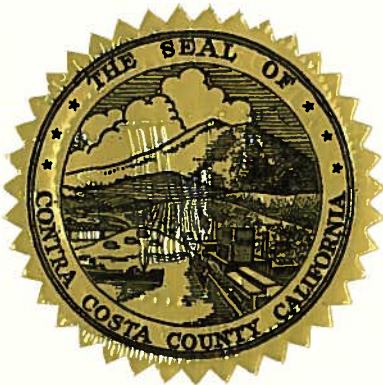
State of California)
)
County of Contra Costa) SS.

I, STEPHEN L. WEIR, County Clerk of Contra Costa County, State of California, do hereby certify that I did canvass the returns of the votes cast at the June 5, 2012, **CITY OF ANTIOCH, MEASURE L**, Election. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said County, and the whole number of votes cast for and against the measure in said County and in each respective precinct therein, and that the totals of the respective columns and the totals as shown for and against the measure are full, true and correct.

WITNESS my hand and Official Seal this 22nd day of June, 2012.

STEPHEN L. WEIR, County Clerk

By Rosa Mena
Rosa Mena, Deputy Clerk



STEPHEN L. WEIR
COUNTY CLERK



CANDY LOPEZ
ASSISTANT COUNTY REGISTRAR

CONTRA COSTA COUNTY
REGISTRATION-ELECTIONS DEPARTMENT
555 ESCOBAR STREET
MARTINEZ, CALIFORNIA 94553-1140
(925) 335-7800

RECEIVED

JUN 28 2012

CITY OF ANTIOCH
CITY CLERK

June 25, 2012

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

Attn: Denise Skaggs, City Clerk

Re: June 5, 2012 Presidential Primary Election
Measure M

Dear Ms. Skaggs,


Please find enclosed the **Certificate of Results** for the above election held in your jurisdiction on Tuesday, June 5, 2012.

Also enclosed for your information is a copy of the Certified Statement of Votes, a Sample Ballot example and the Voter Information Pamphlet.

If you have any questions in this regard, please contact this office at (925) 335-7806.

Respectfully,

STEPHEN L. WEIR, COUNTY CLERK


Rosa Mena
Election Processing Supervisor

Enclosures

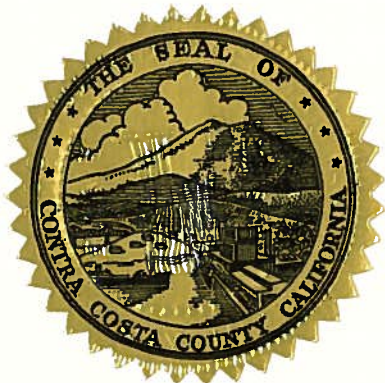
CERTIFICATE OF COUNTY CLERK
AS TO THE RESULT OF THE CANVASS OF THE
CITY OF ANTIOCH
MEASURE M
06/05/12 PRESIDENTIAL PRIMARY ELECTION

State of California)
)
County of Contra Costa) SS.

I, STEPHEN L. WEIR, County Clerk of Contra Costa County, State of California, do hereby certify that I did canvass the returns of the votes cast at the June 5, 2012, **CITY OF ANTIOCH, MEASURE M**, Election. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said County, and the whole number of votes cast for and against the measure in said County and in each respective precinct therein, and that the totals of the respective columns and the totals as shown for and against the measure are full, true and correct.

WITNESS my hand and Official Seal this 22nd day of June, 2012.

STEPHEN L. WEIR, County Clerk



By Rosa Mena
Rosa Mena, Deputy Clerk

2012 PRESIDENTIAL PRIMARY
 CONTRA COSTA COUNTY
 TUESDAY, JUNE 5, 2012

Official Results

RECEIVED
 JUN 5 2012
 COUNTY OF ANTIOCH
 CITY CLERK

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55 PRECINCTS		R E G I S T E R E D	V O T E R S	B C A A L S L T O T A L	T P U E R R N C O U N T Y	L-City of Antioch Change City Clerk & Treasurer Majority	Y e s	N o	M-City of Antioch Change Mayor Elect to Appoint Majority	Y e s	N o
0000135 ANO 9	A	625	104	16.64	27	72	10	91			
0000135 ANO 9	V	625	70	11.20	27	41	12	57			
0000136 ANO 9	A	641	120	18.72	22	94	19	100			
0000136 ANO 9	V	641	73	11.39	17	53	9	62			
0000137 ANO 9	A	1008	196	19.44	53	138	27	162			
0000137 ANO 9	V	1008	91	9.03	19	70	14	76			
0000138 ANO 9	A	750	128	17.07	32	92	20	103			
0000138 ANO 9	V	750	85	11.33	19	63	8	75			
0000139 ANO 9	A	960	113	11.77	33	76	17	92			
0000139 ANO 9	V	960	53	5.52	21	30	13	39			
0000140 ANO 10	A	943	250	26.51	66	180	39	206			
0000140 ANO 10	V	943	99	10.50	31	65	21	75			
0000141 ANO 10	A	938	182	19.40	52	127	34	142			
0000141 ANO 10	V	938	104	11.09	26	77	10	92			
0000142 ANO 10	A	1021	217	21.25	71	142	36	178			
0000142 ANO 10	V	1021	138	13.52	29	106	21	114			
0000143 ANO 12	A	557	102	18.31	37	61	20	79			
0000143 ANO 12	V	557	51	9.16	15	34	9	41			
0000144 ANO 12	A	825	135	16.36	39	86	15	113			
0000144 ANO 12	V	825	82	9.94	19	62	11	70			
0000145 ANO 12	A	1123	158	14.07	33	121	11	143			
0000145 ANO 12	V	1123	72	6.41	22	47	18	53			
0000146 ANO 12	A	942	191	20.28	63	128	26	164			
0000146 ANO 12	V	942	78	8.28	27	48	13	62			
0000147 ANO 12	A	1103	192	17.41	56	130	27	161			
0000147 ANO 12	V	1103	93	8.43	21	68	7	82			
0000148 ANO 12	A	552	115	20.83	29	84	14	101			
0000148 ANO 12	V	552	76	13.77	18	54	12	63			
0000149 ANO 12	A	1312	229	17.45	73	151	38	186			
0000149 ANO 12	V	1312	106	8.08	27	75	16	86			
0000150 ANO 12	A	1085	170	15.67	57	111	18	150			
0000150 ANO 12	V	1085	89	8.20	30	58	16	71			
0000151 ANO 12	A	977	195	19.96	64	129	29	164			
0000151 ANO 12	V	977	94	9.62	26	64	12	79			
0000152 ANO 12	A	495	79	15.96	27	52	11	67			
0000152 ANO 12	V	495	52	10.51	16	35	8	41			
0000153 ANO 12	A	1222	204	16.69	63	133	38	159			
0000153 ANO 12	V	1222	95	7.77	22	73	16	79			
0000154 ANO 12	A	1431	266	18.59	67	198	44	220			
0000154 ANO 12	V	1431	112	7.83	22	89	14	97			
0000155 ANO 12	A	790	115	14.56	34	79	13	100			
0000155 ANO 12	V	790	52	6.58	11	38	4	46			
0000156 ANO 12	A	858	128	14.92	41	86	23	105			
0000156 ANO 12	V	858	84	9.79	28	53	18	63			
0000157 ANO 12	A	845	163	19.29	43	115	18	143			
0000157 ANO 12	V	845	76	8.99	23	53	17	58			
0000158 ANO 12	A	373	62	16.62	16	46	8	54			
0000158 ANO 12	V	373	44	11.80	12	29	4	37			
0000159 ANO 12	A	596	117	19.63	38	77	15	100			
0000159 ANO 12	V	596	66	11.07	29	35	18	45			

2012 PRESIDENTIAL PRIMARY
 CONTRA COSTA COUNTY
 TUESDAY, JUNE 5, 2012

Official Results

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55 PRECINCTS	R E G I S T E R E D	V O T E S	8 C A A L S L T O T S	T P U E R R N C O E U N T T A G E	L-City of Antioch Change City Clerk & Treasurer Majority		M-City of Antioch Change Mayor Elect to Appoint Majority	
					Y e s	N o	Y e s	N o
0000160 ANO 12	A	764	143	18.72	35	104	27	112
0000160 ANO 12	V	764	59	7.72	16	39	7	51
0000161 ANO 13	A	1014	231	22.78	56	167	38	190
0000161 ANO 13	V	1014	139	13.71	41	97	34	102
0000162 ANO 13	A	1303	301	23.10	102	189	57	238
0000162 ANO 13	V	1303	124	9.52	35	88	14	109
0000163 ANO 13	A	1285	339	26.38	103	232	60	276
0000163 ANO 13	V	1285	131	10.19	42	88	17	111
0000164 ANO 13	A	814	193	23.71	70	115	31	157
0000164 ANO 13	V	814	83	10.20	24	58	9	74
0000165 ANO 13	A	897	218	24.30	73	143	35	181
0000165 ANO 13	V	897	158	17.61	45	107	24	132
0000166 ANO 13	A	1112	262	23.56	84	172	47	211
0000166 ANO 13	V	1112	147	13.22	36	110	23	120
0000167 ANO 13	A	550	102	18.55	37	64	24	76
0000167 ANO 13	V	550	74	13.45	25	47	15	58
0000168 ANO 13	A	962	257	26.72	83	168	37	214
0000168 ANO 13	V	962	116	12.06	34	79	20	94
0000169 ANO 13	A	546	143	26.19	40	102	16	126
0000169 ANO 13	V	546	73	13.37	24	48	9	62
0000170 ANO 13	A	725	110	15.17	25	83	13	93
0000170 ANO 13	V	725	78	10.76	9	66	6	72
0000171 ANO 13	A	939	198	21.09	70	123	42	153
0000171 ANO 13	V	939	98	10.44	35	61	16	80
0000172 ANO 13	A	1227	221	18.01	63	156	45	174
0000172 ANO 13	V	1227	124	10.11	19	100	17	103
0000173 ANO 13	A	835	220	26.35	70	149	42	175
0000173 ANO 13	V	835	105	12.57	31	73	20	83
0000174 ANO 12	A	313	65	20.77	16	48	3	61
0000174 ANO 12	V	313	30	9.58	6	23	0	29
0000175 ANO 16	A	813	165	20.30	42	121	26	136
0000175 ANO 16	V	813	89	10.95	27	60	13	76
0000176 ANO 16	A	832	209	25.12	52	154	28	177
0000176 ANO 16	V	832	137	16.47	31	103	21	113
0000177 ANO 16	A	783	159	20.31	38	117	22	134
0000177 ANO 16	V	783	79	10.09	18	61	14	64
0000178 ANO 16	A	543	101	18.60	27	67	15	82
0000178 ANO 16	V	543	37	6.81	11	24	9	27
0000179 ANO 16	A	1023	220	21.51	50	167	35	182
0000179 ANO 16	V	1023	98	9.58	29	61	17	72
0000180 ANO 16	A	998	211	21.14	52	154	20	187
0000180 ANO 16	V	998	91	9.12	22	66	12	76
0000181 ANO 16	A	717	181	25.24	48	126	33	139
0000181 ANO 16	V	717	70	9.76	17	53	14	56
0000182 ANO 16	A	344	73	21.22	26	46	13	59
0000182 ANO 16	V	344	36	10.47	10	24	7	27
0009585 ANO 11	A	394	124	31.47	33	89	15	107
0009585 ANO 11	V	394	0		0	0	0	0
0009586 ANO 12	A	403	116	28.78	31	82	26	87
0009586 ANO 12	V	403	0		0	0	0	0

2012 PRESIDENTIAL PRIMARY
 CONTRA COSTA COUNTY
 TUESDAY, JUNE 5, 2012

Official Results

JUN 5 2012
 CITY OF ANTIOCH

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55 PRECINCTS	R E G I S T E R E D	V O T E R S	B C A A L S L T O T A L	T P U E R R N C O U N T Y	L-City of Antioch Change City Clerk & Treasurer Majority		M-City of Antioch Change Mayor Elect to Appoint Majority	
					Y e s	N o	Y e s	N o
0009587 ANO 12	A	533	159	29.83	43	107	22	128
0009587 ANO 12	V	533	0		0	0	0	0
0009588 ANO 13	A	107	50	46.73	22	25	15	32
0009588 ANO 13	V	107	0		0	0	0	0
0009589 ANO 13	A	381	15	3.94	7	7	5	10
0009589 ANO 13	V	381	0		0	0	0	0
0009590 ANO 14	A	6	4	66.67	1	2	2	1
0009590 ANO 14	V	6	0		0	0	0	0
0009591 ANO 15	A	0	0		0	0	0	0
0009591 ANO 15	V	0	0		0	0	0	0
COUNTY TOTAL		43135	12932	29.98	3679	8943	2023	10635
ABSENTEES		43135	8721	20.22	2535	5987	1364	7181
VOTING PRECINCTS		43135	4211	9.76	1144	2956	659	3454
9TH CONGRESSIONAL DST		32698	9815	30.02	2875	6719	1558	8063
11TH CONGRESSIONAL DST		10437	3117	29.86	804	2224	465	2572
CONGRESSIONAL TOTAL		43135	12932	29.98	3679	8943	2023	10635
7TH SENATORIAL		43135	12932	29.98	3679	8943	2023	10635
STATE SENATE TOTAL		43135	12932	29.98	3679	8943	2023	10635
11TH ASSEMBLY DST		43135	12932	29.98	3679	8943	2023	10635
STATE ASSEMBLY TOTAL		43135	12932	29.98	3679	8943	2023	10635
Bd Of Equalization		43135	12932	29.98	3679	8943	2023	10635
BD OF EQUALIZATION TOT		43135	12932	29.98	3679	8943	2023	10635
3RD SUPERVISORIAL		36243	10905	30.09	3133	7515	1711	8970
5TH SUPERVISORIAL		6892	2027	29.41	546	1428	312	1665
SUPERVISORIAL TOTAL		43135	12932	29.98	3679	8943	2023	10635
CITY OF ANTIOCH		43135	12932	29.98	3679	8943	2023	10635
CITY TOTAL		43135	12932	29.98	3679	8943	2023	10635
MAIL ONLY PRECINCTS		1824	468	25.66	137	312	85	365

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION
AT THE COUNCIL MEETING OF JULY 10, 2012**

PREPARED BY: Ahmed Abu-Aly, Associate Engineer, Capital Improvements Division

AA

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

REB

DATE: July 2, 2012

SUBJECT: Adoption of the 5-Year Capital Improvement Program 2012-2017
(P.W. 150-12)

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the City's 5-Year Capital Improvement Program 2012-2017.

BACKGROUND

On June 26, 2012, the City Council adopted the Capital Improvement Program (CIP) budget for FY 12/13 along with the City's operating budget. In addition to the 2012/13 projects and budget, the 5-Year CIP outlines the proposed projects and funding sources for the remaining years 2013 through 2017, which are provided for planning purposes only.

The last 5-Year Capital Improvement Program was adopted in 2010 to cover the period from 2010-2015.

On May 16, 2012, the Planning Commission received a presentation from staff and determined that the 5-Year CIP is consistent with the Antioch General Plan.

Staff also provided a presentation of the 5-Year CIP to the Parks and Recreation Commission at their May 17, 2012 meeting.

At the May 22, 2012 at the City Council budget study session, staff presented a summary of projects completed during the past two years and the projects proposed over the next five years. Council provided comments to the Draft 5-Year CIP which staff has noted in preparation of the attached document.

ATTACHMENTS

5-Year Capital Improvement Program 2012-2017 (Council Members Only)

RESOLUTION NO. 2012/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AND ADOPTING THE
2012-2017 CAPITAL IMPROVEMENT PROGRAM
(P.W. 150-12)**

WHEREAS, the City Manager of the City of Antioch, in accordance with Antioch Municipal Code, Title 2, Section 2-2.06(B)(7), has submitted to the City Council a 2012-2017 Capital Improvement Program; and

WHEREAS, the City Council of the City of Antioch has heretofore considered the 2012-2017 Capital Improvement Program; and

WHEREAS, the City Council did receive, consider and evaluate all public comments on the 2012-2017 Capital Improvement Program document as submitted by the City Manager; and

WHEREAS, in facing declining resources for maintenance of parks, trails and paths, including recreational trails, bike paths and the trail at the Marina and along the riverfront, the City Council realizes that it could close some of these amenities as it strives to attain a balanced budget, but has determined that it is in the public interest to leave these important recreational amenities open but with reduced maintenance; and

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

The 2012-2017 Capital Improvement Program, for general and special purposes, are approved and adopted as amended.

* * * * *

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 10th day of July 2012 by the following vote:

AYES:

NOES:

ABSENT:

DENISE SKAGGS, City Clerk

CITY OF ANTIOCH 5 YEAR CAPITAL IMPROVEMENT PROGRAM 2012–2017



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CAPITAL IMPROVEMENT PROGRAM

1. PROGRAM OBJECTIVE

The City of Antioch's Capital Improvement Program (CIP) primary objectives are to provide professional and technical engineering services and support to all City Departments related to facility expansions and improvements, infrastructure rehabilitation and development, and provide leadership in implementing Federal, State and Local programs.

Projects within the City's CIP are allocated over five years using both existing and projected revenue sources. The CIP staff plans for and designs infrastructure specifications and bid documentations, and provides project management and oversight during and after construction.

The CIP is a five-year plan to guide the construction or acquisition of capital improvements, and includes the capital budget for the upcoming fiscal years, which is a one-year authorization from the City Council to expend dedicated revenues for specified projects. The CIP is reviewed by the City's Planning Commission to assure its consistency with the City's current General Plan.

The Capital Budget document is different from the Operating Budget document, but the two budgets are closely linked. The Capital Improvement Budget, as distinguished from the Operating Budget, is used as a planning tool by the City to identify specific Capital Improvement needs consistent with the financing and timing of those needs in a way that assures the most responsible and efficient use of resources. Staff continues to prioritize the five-year CIP projects taking into account the City's continued reductions of incoming revenues for several project categories. Project expenditures for outlying years beyond the one year approval are provided in the CIP for planning purposes only and do not reflect a Council commitment of funds.

Key Personnel:

Ron Bernal	Director of Public Works/City Engineer
Ahmed Abu-Aly	Associate Engineer
Scott Buenting	Associate Engineer
Sal Rodriguez	Senior Community Development Technician
Lori Medeiros	Administrator

2. CIP PROCESS

The CIP process began in January with City departments submitting proposals and requests for capital projects to Department of Public Works staff for consideration and inclusion in the CIP with their annual operating requests. New proposals are evaluated and prioritized based on goals and objectives of the City Council, as well as available funding, consequences of not completing the project, and the impacts on the operating budget.

All projects are evaluated, and prioritized using the following criteria:

1. Does the project maintain or replace an existing facility?
2. Does the project provide new facilities or infrastructure?
3. Does the project promote economic development?
4. What is the project's impact on annual maintenance and operating costs?

The draft CIP is prepared by Capital Improvement staff and reviewed by the Finance Department Director before being circulated and presented to the Planning Commission, the Parks & Recreation Commission, the Economic Development Commission and the City Council as part of the annual review. The final CIP budget is presented to the City Council in June and is adopted concurrently with the annual operating budget.

3. CAPITAL IMPROVEMENT PROGRAM CATEGORIES

The program is divided into six major categories:

- **Community Facilities**
This category includes new and renovated public buildings as well as the Marina. The majority of the projects in this category are located in the City's former redevelopment areas.
- **Parks & Trails**
This category includes improvements and renovations for local and community parks, open space, and trails in the City.
- **Roadway Improvements**
This category includes new streets, street widening, street rehabilitation, grade separations, bridges, the overlay program, sidewalk repair program, and the City's Pavement Management System.
- **Traffic Signals**
This category includes new traffic signals and signal modifications throughout the City.
- **Wastewater Systems**
This category includes extensions, replacements, rehabilitations and reroutes of the sewer and storm drains system.

- **Water Systems**

This category includes projects related to the Water Treatment Plant, new water lines, and repairs to existing lines.

4. READING THE CIP PROGRAM

In order to facilitate the use of the CIP binder, it is divided into Tabs. The following tab references are of special interest:

- “Program Categories” contains a summary of each project by category and contains project number, project name and funding source. It also provides a subtotal of expenditures for each category.
- “Project Details” lists projects sorted by project number in numerical order and contains detailed information for each project, such as project location, project description, and project justification.

5. SOURCE OF FUNDING FOR CAPITAL IMPROVEMENT PROJECTS

5.1 CAPITAL IMPROVEMENT FUND

This fund was established to set aside money from the General Fund for any Capital Improvement project not provided for in one of the other funds such as parks and community facilities improvement projects. Revenue sources for this fund are annexation fees and the proceeds of sales of surplus properties. The City may transfer General Fund dollars to the Capital Improvement Fund as funding becomes available. Decisions to transfer funds from the General Fund to the Capital Improvement Fund are made annually.

5.2 GAS TAX FUND

The City receives gas tax funds from the State of California as provided by the State Street and Highways Code. The gas tax funds are limited to research, planning, construction, improvement, maintenance, and operation of public streets. The city also uses these funds to pay for maintenance and operation of streetlights.

5.3 LOW AND MODERATE INCOME HOUSING FUND

This fund was for the Redevelopment tax increment, which no longer exists due to the dissolution of Redevelopment.

5.4 MARINA FUND

This fund accounts for the operation of the City's Marina. Funds are collected from lease agreements and transfers from the City as Successor Agency to the Antioch Development Agency if allowed by the State, County and Oversight Board.

5.5 MEASURE “J” RETURN TO SOURCE

The source of money for this fund is the voter approved one-half cent sales tax. Provided the City has complied with the Growth Management Program, each year the City receives return to source funding from the Contra Costa Transportation Authority to be used for transportation improvement and maintenance projects.

5.6 MELLO ROOS FUND

Formed in 1989, the Mello-Roos District (District) is a joint agreement between the Antioch Unified School District (AUSD) and City. This fund is for the construction of eight AUSD schools and the Prewett Family Park. Funds for the District come from a fee assessed on each new home located primarily in the Southeast Area. The fees, which are based on the square footage of each home, are used to pay off construction bonds used to finance the District's construction projects.

5.7 SEWER FACILITY RESERVE FUND

Fees are collected from developers to fund offsite facilities or to oversize sewer facilities and replace inadequate sewers.

5.8 TRAFFIC SIGNAL FUND

Fees are collected from developers to fund offsite traffic signals.

5.9 WATER & SEWER RELATED RESERVE FUNDS

The City collects user fees and developer fees to fund offsite water and sewer facility improvements. The fees are placed into one of the following four funds:

Water Fund
Sewer Fund
Water Facilities Expansion Fund
Sewer Facilities Expansion Fund

These fees are currently under review.

5.10 OVERHEAD UTILITY UNDERGROUND CONVERSION FUND

PUC RULE 20 - Utility companies are required to set aside money for placing underground existing overhead utilities in each community based on the size of their distribution system. These funds are to be used for undergrounding overhead utilities at the discretion of the City.

5.11 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM FUND

NPDES - The National Pollutant Discharge Elimination System was mandated by the Clean Water Act of 1987 to reduce storm water related pollution. The program is funded by a parcel assessment.

6. GRANTS FUNDING OPPORTUNITIES

CMAQ - Congestion Mitigation Air Quality funds are federal funds used to reduce emission from vehicle travel and provide alternatives to driving alone. Signal timing is another example of emission reduction.

HBRR - Highway Bridges Repair and Replacement. This money is for renovation and replacement of substandard bridges only.

CDBG - Community Development Block Grant Fund. This fund accounts for grant funds received from the Federal Government for the purpose of developing community programs and urban renewal projects.

HES - Hazard Elimination Safety. These funds are available for upgrading high accident locations on major arterial.

TEA 21-Transportation Equity Act for the 21st Century is a six-year program that provides the state and the local governments funding for transportation improvement and roadway rehabilitation projects.

RTSOP - Regional Traffic Signalization and Operations Program provides funds for traffic signal system projects. The purpose of the program is to support projects that reduce congestion and automobile emissions.

TDA - Transportation Development Act provides state funding, from sales taxes, to each county and city for transit operations and bicycle facilities.

TFCA - Transportation Fund for Clean Air. Funding under this program is intended to support projects contributing to a reduction in vehicle emissions. Local governments are eligible to apply for TFCA- Regional funds from the Bay Area Air Quality Management District.

BTA - The Bicycle Transportation Account (BTA) provides state funds for city and county projects that improve safety and convenience for bicycle commuters.

SR2S - Safe Routes to School. - The program provides funding for construction projects near schools, with the intent of increasing pedestrian and bicyclist safety and improving the environment for non-motorized transportation to and from school.

Measure WW Park Bond Funding - The East Bay Regional Park District has enacted Measure WW. This Park Bond extension provides funds for the acquisition, renovation and development of neighborhood, community, regional parks and recreation lands and facilities. These fund allocations are available to municipalities over the next 10 years. The City of Antioch's share of allocations is approximately \$4.5 million.

Proposition 1B - As approved by the voters in the November 2006 general elections, Proposition 1B enacts the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 to authorize \$19.925 billion of state general obligation bonds for specified purposes, including high-priority transportation corridor improvements, State Route 99 corridor enhancements, trade infrastructure and port security projects, school bus retrofit and replacement

purposes, state transportation improvement program augmentation, transit and passenger rail improvements, state-local partnership transportation projects, transit security projects, local bridge seismic retrofit projects, highway-railroad grade separation and crossing improvement projects, state highway safety and rehabilitation projects, and local street and road improvement, congestion relief, and traffic safety.

DBAW Grant - State Department of Boating and Waterways (DBAW) may grant funds to a county, city, district, or other public agency for the construction and development of small craft launching facilities.

Proposition 1E Storm Water Flood Management Grant - The storm water management portion of Proposition 1E is designed for projects that manage storm water runoff to reduce flooding and are ready, or nearly ready to proceed to implementation. The Storm Water Flood Management Grants are being disbursed to local agencies through the Integrated Regional Water Management (IRWM) Grant program and provides a 50 percent cost match for the project.

7. ROADWAY MAINTENANCE PROJECTS

In addition to the City's Capital Improvement Program funds allocated to roadway improvements projects, the City's Street Maintenance Division also contributes to roadway improvements each fiscal year by using gas tax revenue in resurfacing neighborhood streets, and repairing or paving utility service cuts and utility trenches.

The work is performed using a combination of City public work forces and private contractors as part of the City's local street and utility maintenance programs.

PROJECTS ADDED TO 2012-2017

<u>Project</u>	<u>Project Estimate</u>	<u>Projected Completion Date</u>
❖ West Antioch Creek Channel Improvements	\$6,400,000	FY 14/15
❖ Markley Creek Culvert Replacement	\$1,590,000	FY 12/13
❖ “L” Street Sewer Main at HWY 4	\$500,000	FY 13/14
❖ Country Hills Sewer Main Replacement	\$800,000	FY 12/13
❖ Antioch Community Turf Soccer Field	\$2,413,000	FY 12/13
❖ Pavement Preventative Maintenance Program	\$200,000/Year	On-Going
❖ Golf Course Road Pavement Rehab	\$750,000	FY 14/15
❖ 2 nd Street Pavement Rehab	\$410,000	FY 13/14
❖ WTP Solids Handling Improvements	\$1,150,000	FY15/16
❖ Insp/Assessment - 39-inch Raw Water Pipeline	\$300,000	FY 13/14
❖ Water Treatment Plant Drainage Capture	\$400,000	FY 12/13

PROJECTS COMPLETED IN FY 10/11 & FY 11/12

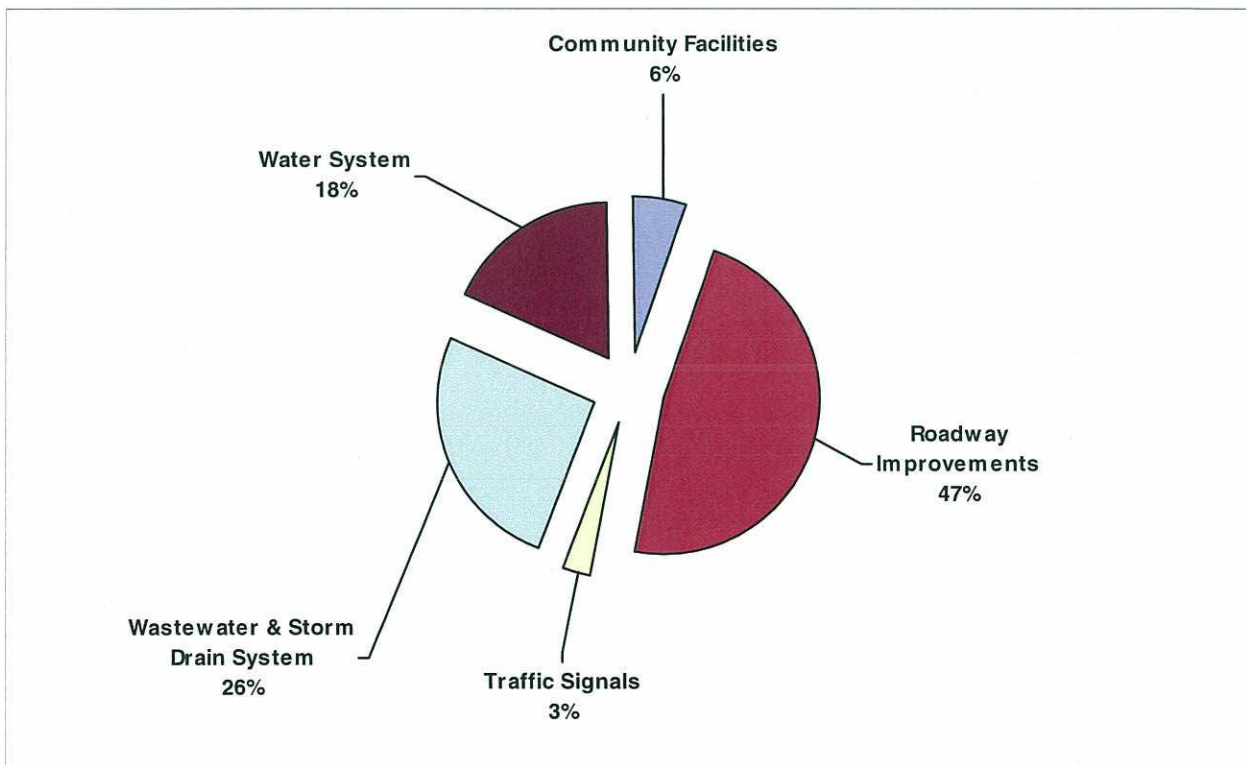
- ❖ Lone Tree Golf Course Driving Range Lighting
- ❖ Deerfield Park Playground Rehabilitation
- ❖ Eagleridge Park Playground Rehabilitation
- ❖ San Jose Drive Pavement Overlay
- ❖ Reservoir Tower Sluice Gate
- ❖ Lone Tree Way Intersection Improvements
- ❖ CDBG Downtown Roadway Pavement Rehab, Phases 4 & 5
- ❖ Hillcrest Avenue Widening, Phase 2
- ❖ Curb, Gutter and Sidewalk Repair
- ❖ Delta Fair Boulevard Pavement Reconstruction
- ❖ Hillcrest Ave./Putnam St./Contra Loma Blvd. Pavement Rehabilitation
- ❖ Downtown Trunk Sewer Improvements, Phase 3
- ❖ Water Main Replacement on North Lake Drive and Circle
- ❖ Marina Boat Launch Facility

2012-2017 CIP

Projected Capital Expenditures

(\$ in thousands)

Program Category	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	Total
Community Facilities	\$2,909	\$0	\$0	\$0	\$0	\$2,909
Roadway Improvements	\$9,595	\$8,338	\$3,510	\$1,295	\$1,795	\$24,533
Traffic Signals	\$440	\$250	\$250	\$250	\$250	\$1,440
Wastewater & Storm Drain System	\$2,950	\$7,550	\$1,050	\$1,050	\$1,050	\$13,650
Water System	\$2,840	\$3,350	\$1,230	\$600	\$1,550	\$9,570
Total	\$18,734	\$19,488	\$6,040	\$3,195	\$4,645	\$52,102



Community Facilities

\$ in thousands

<i>Project No</i>	<i>Project Title</i>	<i>Source of Funding</i>	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>
<input type="checkbox"/>	7015 Marina Launch Ramp Restroom Facility	DBAW Grant	\$65	\$430	\$0	\$0	\$0	\$0
Project Status:			\$65	\$430	\$0	\$0	\$0	\$0
<input type="checkbox"/>	7610 Fishing Pier Pavilion	Measure WW	\$0	\$66	\$0	\$0	\$0	\$0
Project Status: Planning/Design Stage			\$0	\$66	\$0	\$0	\$0	\$0
<input type="checkbox"/>	7611 Antioch Community Park Turf Soccer Fields	Measure WW	\$0	\$2,413	\$0	\$0	\$0	\$0
Project Status: Planning/Design Stage			\$0	\$2,413	\$0	\$0	\$0	\$0
Total Community Facilities			\$65	\$2,909	\$0	\$0	\$0	\$0

= New Project

Roadway Improvements

\$ in thousands

Project No	Project Title	Source of Funding	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
<input type="checkbox"/>	7334 Wilbur Avenue Bridge							
		Prop 1B	\$0	\$0	\$103	\$0	\$0	\$0
		Gas Tax	\$80	\$0	\$0	\$0	\$0	\$0
		Measure J	\$235	\$700	\$700	\$0	\$0	\$0
		HBRR Grant	\$1,815	\$5,400	\$5,400	\$0	\$0	\$0
	Project Status: Right of Way process		\$2,130	\$6,100	\$6,203	\$0	\$0	\$0
<input type="checkbox"/>	7358 Sidewalk Repair Program							
		Sewer Fund	\$80	\$70	\$70	\$70	\$70	\$70
		CDBG Fund	\$50	\$0	\$0	\$0	\$0	\$0
		Gas Tax	\$0	\$50	\$50	\$50	\$50	\$50
		Water Fund	\$83	\$100	\$100	\$100	\$100	\$100
	Project Status: Ongoing Program		\$213	\$220	\$220	\$220	\$220	\$220
<input type="checkbox"/>	7359 Pavement Management System Program							
		Gas Tax Fund		\$25	\$25	\$25	\$25	\$25
	Project Status: Ongoing Program			\$25	\$25	\$25	\$25	\$25
<input type="checkbox"/>	7360 Pavement Preventative Maintenance Program							
		Gas Tax	\$0	\$200	\$200	\$200	\$200	\$200
	Project Status:		\$0	\$200	\$200	\$200	\$200	\$200
<input type="checkbox"/>	7746 CDBG Downtown Roadway Rehabilitation Program							
		CDBG Fund	\$0	\$200	\$200	\$200	\$200	\$200
	Project Status: Ongoing		\$0	\$200	\$200	\$200	\$200	\$200
<input type="checkbox"/>	7749 Longview Road Pavement Rehab							
		Gas Tax Fund	\$0	\$0	\$0	\$50	\$650	\$0
	Project Status: Not Initiated		\$0	\$0	\$0	\$50	\$650	\$0
<input type="checkbox"/>	7751 Lone Tree Way Pavement Overlay							
		Measure J	\$0	\$0	\$50	\$1,320	\$0	
	Project Status: Not Initiated		\$0	\$0	\$50	\$1,320	\$0	

= New Project

Roadway Improvements

\$ in thousands

Project No	Project Title	Source of Funding	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
<input type="checkbox"/>	7908 AD 26 & 27 Close Out Projects, Phase C	Lone Tree Way AD 27/31	\$100	\$700	\$0	\$0	\$0	\$0
Project Status: Planning/Design Stage			\$100	\$700	\$0	\$0	\$0	\$0
<input type="checkbox"/>	7910 Cavallo Road Pavement Rehabilitation	Gas Tax Fund	\$0	\$0	\$50	\$810	\$0	\$0
Project Status: Not Initiated			\$0	\$0	\$50	\$810	\$0	\$0
<input checked="" type="checkbox"/>	7911 Country Hills Drive Pavement Rehabilitation	Gas Tax	\$0	\$150	\$980	\$0	\$0	\$0
Project Status: Planning/Design Stage			\$0	\$150	\$980	\$0	\$0	\$0
<input checked="" type="checkbox"/>	7912 Golf Course Road Pavement Rehabilitation	Gas Tax	\$0	\$0	\$0	\$0	\$0	\$750
Project Status: Not Initiated			\$0	\$0	\$0	\$0	\$0	\$750
<input checked="" type="checkbox"/>	7913 Deer Valley Road/Davison Pavement Rehabilitation	Prop 1B Grant	\$0	\$1,450	\$0	\$0	\$0	\$0
		Gas Tax	\$0	\$550	\$0	\$0	\$0	\$0
Project Status: Planning/Design Stage			\$0	\$2,000	\$0	\$0	\$0	\$0
<input checked="" type="checkbox"/>	7915 2nd Street Pavement Rehabilitation	Gas Tax	\$0	\$0	\$410	\$0	\$0	\$0
Project Status: Not Initiated			\$0	\$0	\$410	\$0	\$0	\$0
<input checked="" type="checkbox"/>	7917 "G" Street Pavement Rehabilitation	Gas Tax	\$0	\$0	\$0	\$685	\$0	\$0
Project Status: Not Initiated			\$0	\$0	\$0	\$685	\$0	\$0
<input type="checkbox"/>	7920 Hillcrest Avenue Median Landscape	Measure J	\$0	\$0	\$0	\$0	\$0	\$400
Project Status: Not Initiated			\$0	\$0	\$0	\$0	\$0	\$400
Total	Roadway Improvements		\$2,443	\$9,595	\$8,338	\$3,510	\$1,295	\$1,795

= New Project

Traffic Signals

\$ in thousands

<i>Project No</i>	<i>Project Title</i>	<i>Source of Funding</i>	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>
<input type="checkbox"/> 7447	<i>New Traffic Signals</i>							
		Traffic Signal Fund	\$20	\$440	\$250	\$250	\$250	\$250
<i>Project Status:</i> Planning/Design Stage			\$20	\$440	\$250	\$250	\$250	\$250
<i>Total</i>	Traffic Signals		\$20	\$440	\$250	\$250	\$250	\$250

= *New Project*

Wastewater & Storm Drain System

\$ in thousands

Project No	Project Title	Source of Funding	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
<input type="checkbox"/>	7724 Sewer Main Capacity Improvements Program	Sewer Facility Expansion Fund	\$0	\$800	\$800	\$800	\$800	\$800
Project Status: Ongoing Program			\$0	\$800	\$800	\$800	\$800	\$800
<input type="checkbox"/>	7736 Sewer Line Corrosion Rehabilitation Program	Sewer Fund	\$0	\$250	\$250	\$250	\$250	\$250
Project Status: Ongoing Program			\$0	\$250	\$250	\$250	\$250	\$250
<input checked="" type="checkbox"/>	7737 West Antioch Creek Channel Improvements	NPDES	\$0	\$400	\$0	\$0	\$0	\$0
		Prop 1E Grant	\$0	\$0	\$3,000	\$0	\$0	\$0
		Flood Dist Drainage Area Fund	\$0	\$0	\$1,300	\$0	\$0	\$0
		AD 27/31	\$76	\$500	\$1,200	\$0	\$0	\$0
Project Status: Permit Process			\$76	\$900	\$5,500	\$0	\$0	\$0
<input checked="" type="checkbox"/>	7738 Country Hills Sewer Main Replacement	Sewer Fund	\$20	\$800	\$0	\$0	\$0	\$0
Project Status: Planning/Design Stage			\$20	\$800	\$0	\$0	\$0	\$0
<input checked="" type="checkbox"/>	7739 "L" Street Sewer Main Replacement at HWY 4	Sewer Fund	\$0	\$0	\$500	\$0	\$0	\$0
Project Status: Under Construction			\$0	\$0	\$500	\$0	\$0	\$0
<input checked="" type="checkbox"/>	7740 Master Sewer Study Update	Sewer Fund	\$0	\$0	\$500	\$0	\$0	\$0
Project Status: Not Initiated			\$0	\$0	\$500	\$0	\$0	\$0
<input checked="" type="checkbox"/>	7741 Markley Creek Culvert Replacement	Measure J	\$390	\$200	\$0	\$0	\$0	\$0
		ADA Funds	\$1,000	\$0	\$0	\$0	\$0	\$0
Project Status: Under Construction			\$1,390	\$200	\$0	\$0	\$0	\$0
Total	Wastewater & Storm Drain System		\$1,486	\$2,950	\$7,550	\$1,050	\$1,050	\$1,050

= New Project

Water System

\$ in thousands

Project No	Project Title	Source of Funding	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
<input type="checkbox"/>	7628 Water Main Replacement Program	Water Line Expansion Fund	\$850	\$500	\$500	\$500	\$500	\$500
Project Status: Ongoing Program			\$850	\$500	\$500	\$500	\$500	\$500
<input type="checkbox"/>	7665 River Pumping Station Rehabilitation	Water Fund	\$0	\$50	\$150	\$0	\$0	\$0
Project Status: Not Initiated			\$0	\$50	\$150	\$0	\$0	\$0
<input type="checkbox"/>	7670 Water Treatment Plant Operations	Water Fund	\$0	\$600	\$530	\$0	\$0	\$0
Project Status: Ongoing Program			\$0	\$600	\$530	\$0	\$0	\$0
<input type="checkbox"/>	7672 Water Studies and Planning	Water Fund	\$0	\$50	\$50	\$50	\$50	\$50
Project Status: Ongoing			\$0	\$50	\$50	\$50	\$50	\$50
<input type="checkbox"/>	7674 Reservoirs Rehabilitation	Water Fund	\$0	\$800	\$250	\$0	\$0	\$0
Project Status: Not Initiated			\$0	\$800	\$250	\$0	\$0	\$0
<input type="checkbox"/>	7675 Water Treatment Plant Improvements	Water Fund		\$100	\$400	\$275	\$50	\$0
Project Status: Ongoing Program				\$100	\$400	\$275	\$50	\$0
<input type="checkbox"/>	7676 James Donlon Pump Station Upgrades	Water Fund	\$0	\$0	\$0	\$115	\$0	\$0
Project Status: Not Initiated			\$0	\$0	\$0	\$115	\$0	\$0
<input type="checkbox"/>	7677 Hillcrest Pump Station Rehabilitation	Water Fund	\$0	\$0	\$280	\$0	\$0	\$0
Project Status: Not Initiated			\$0	\$0	\$280	\$0	\$0	\$0
<input type="checkbox"/>	7679 Cambridge Tank Expansion	Water Fund	\$0	\$50	\$700	\$0	\$0	\$0
Project Status: Not Initiated			\$0	\$50	\$700	\$0	\$0	\$0
<input checked="" type="checkbox"/>	7682 Water Treatment Plant Solids Handling Improvements	Water Fund	\$0	\$50	\$150	\$0	\$0	\$1,000
Project Status: Not Initiated			\$0	\$50	\$150	\$0	\$0	\$1,000
<input checked="" type="checkbox"/>	7684 Water Treatment Plant Drainage Capture	Water Fund	\$0	\$400	\$0	\$0	\$0	\$0
Project Status: Not Initiated			\$0	\$400	\$0	\$0	\$0	\$0

= New Project

Water System

\$ in thousands

<i>Project No</i>	<i>Project Title</i>	<i>Source of Funding</i>	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>
<input checked="" type="checkbox"/> 7685	Canal Pump No. 4 Improvements	Water Fund	\$0	\$200	\$0	\$0	\$0	\$0
<i>Project Status:</i> Not Initiated			\$0	\$200	\$0	\$0	\$0	\$0
<input checked="" type="checkbox"/> 7686	Direct Raw Water Connection to Water Treatment Plant	Water Fund	\$0	\$0	\$0	\$250	\$0	\$0
<i>Project Status:</i> Not Initiated			\$0	\$0	\$0	\$250	\$0	\$0
<input type="checkbox"/> 7689	Chemical Tanks Replacement	Water Fund	\$0	\$40	\$40	\$40	\$0	\$0
<i>Project Status:</i> Not Initiated			\$0	\$40	\$40	\$40	\$0	\$0
<input type="checkbox"/> 7692	Inspection/Assessment of the 39-inch Raw Water Pipeline	Water Fund	\$0	\$0	\$300	\$0	\$0	\$0
<i>Project Status:</i> Not Initiated			\$0	\$0	\$300	\$0	\$0	\$0
Total	Water System		\$850	\$2,840	\$3,350	\$1,230	\$600	\$1,550

= New Project

Project Title: Marina Launch Ramp Restroom Facility

Project No: 7015

Location: Antioch Marina at the foot of "L" Street

Lead Department : Public Works

Project Description: The project will construct a new restroom facility at the new Marina Launch Ramp. The project grant also includes adding one more board floating dock to the launch ramp area.

Justification: The new grant funding will supplement the previous grant for the launch ramp and provide funding for the new restroom facility.

Est Completion: FY 12/13

Project Cost Estimate: \$495,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding (\$ in thousands)					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
DBAW Grant	\$65	\$430	\$0	\$0	\$0	\$0
	\$65	\$430	\$0	\$0	\$0	\$0

Comments:

Project Title: Wilbur Avenue Bridge

Project No: 7334

Location: Wilbur Avenue east of Minaker Drive over the BNSF railroad tracks

Lead Department : Public Works

Project Description: The project consists of constructing a parallel new bridge north of the existing bridge, seismically retrofit the existing overhead structure, constructing roadway approach east of the bridge and replacing the existing bridge barrier railings.

Justification: The existing two-lane structure and barrier railings do not meet the City and State standards and are in need of retrofitting for seismic stability. The project will improve traffic circulation and traffic safety on Wilbur Avenue.

Est Completion: July 2015

Project Cost Estimate: \$15,720,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$5,100 per lane mile per year

Maintenance work includes erosion repair, crack seal, sweeping, striping and pavement preventative maintenance

<i>Source of Funding</i>	Project Funding <i>(\$ in thousands)</i>					
	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>
Prop 1B	\$0	\$0	\$103	\$0	\$0	\$0
Measure J	\$235	\$700	\$700	\$0	\$0	\$0
HBRR Grant	\$1,815	\$5,400	\$5,400	\$0	\$0	\$0
Gas Tax	\$80	\$0	\$0	\$0	\$0	\$0
	\$2,130	\$6,100	\$6,203	\$0	\$0	\$0

Comments: Design is 95% complete, staff is working with BNSF on the right of way maintenance agreement and utility relocations. Construction is expected to begin in September of 2012.

Project Title: Sidewalk Repair Program

Project No: 7358

Location: Citywide

Lead Department : Public Works

Project Description: The program contracts with a concrete contractor to remove and replace sidewalks that have been damaged or raised due to tree roots or due to utility services repair work. The program installs new handicap ramps to bring the city in compliance with ADA .

Justification: Problems arising from age and landscape impacts has caused sections of curbs and sidewalks to uplift creating a pedestrian hazard. The program helps reduce the number of claims against the city due to sidewalk problems.

Est Completion: On-going Program

Project Cost Estimate:

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$220,000/year including contract administration

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Sewer Fund	\$80	\$70	\$70	\$70	\$70	\$70
Water Fund	\$83	\$100	\$100	\$100	\$170	\$100
CDBG Fund	\$50	\$0	\$0	\$0	\$170	\$0
Gas Tax	\$0	\$50	\$50	\$50	\$220	\$50
	\$213	\$220	\$220	\$220	\$220	\$220

Comments: Funds are allocated to the program from the appropriate sources in addition to the property owner's contributions to the cost of repair.

Project Title: Pavement Management System Program

Project No: 7359

Location: Citywide

Lead Department : Public Works

Project Description: The Pavement Management System program evaluates all the streets based on the pavement conditions and recommends pavement repair options.

Justification: A Pavement Management Plan is required as a condition of Measure "J" funding for streets.

Est Completion: On-going Program

Project Cost Estimate:

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

<i>Source of Funding</i>	<i>Prior FY</i>	Project Funding					<i>(\$ in thousands)</i>
		<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>	
Gas Tax Fund		\$25	\$25	\$25	\$25	\$25	
		\$25	\$25	\$25	\$25	\$25	

Comments:

* Estimate includes prior years' expenditures

Project Title: Pavement Preventative Maintenance Program

Project No: 7360

Location: Citywide

Lead Department : Public Works

Project Description: The City Pavement Preventative Maintenance Program provides pavement preservation treatments such as slurry seal and other preventative maintenance treatments to extend the road's life expectancy.

Justification: The program implements the Pavement Management System program recommendations

Est Completion: On-going Program

Project Cost Estimate:

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Gas Tax	\$0	\$200	\$200	\$200	\$200	\$200
	\$0	\$200	\$200	\$200	\$200	\$200

Comments: The program includes yearly maintenance construction contracts such as slurry seal, crack seal and other preventative maintenance projects.

Project Title: *New Traffic Signals*

Project No: 7447

Location: Delta Fair Boulevard/Belle Drive and other locations to be determined

Lead Department : Public Works

Project Description: Install traffic signals at the intersection of Delta Fair Blvd. and Belle Drive and other signals that prove to be warranted by the Traffic Signal Warrant Study.

Justification: The traffic signal warrants analysis has justified the need for a new traffic signal at this intersection.

Est Completion: On-going Program

Project Cost Estimate:

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$3,500 per signal/year

Routine monthly maintenance to the signal controller and signal heads, electrical power fees, emergency repair work.

<i>Source of Funding</i>	Project Funding						<i>(\$ in thousands)</i>
	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>	
Traffic Signal Fund	\$20	\$440	\$250	\$250	\$250	\$250	
	\$20	\$440	\$250	\$250	\$250	\$250	

Comments: The first new signal will be constructed at Delta Fair Blvd. and Belle Drive. Future traffic signals to be determined by traffic signal warrants analysis studies.

Project Title: Fishing Pier Pavilion

Project No: 7610

Location: Fishing Pier at the foot of I Street

Lead Department : Public Works

Project Description: Rehabilitate the existing restroom structure on Antioch's fishing pier. Leaving roof in tact to create a pavilion, installing a fence to match existing pier fence and replacing rear wall of restroom.

Justification: The restroom has been closed because it is not functional and fails to meet the public's needs.

Est Completion: FY 12/13

Project Cost Estimate: \$66,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$2,500

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Measure WW	\$0	\$66	\$0	\$0	\$0	\$0
	\$0	\$66	\$0	\$0	\$0	\$0

Comments: This will provide covered shelter from sun and rain on the pier by removing the walls and fixtures, leaving the roof and supporting pillars to create an open covered pavilion.

Project Title: Antioch Community Park Turf Soccer Fields

Project No: 7611

Location: Antioch Community Park on James Donlon Blvd

Lead Department : Leisure Services

Project Description: Renovate existing two natural turf soccer/multi- purpose fields and replacing them with two soccer/multi-use synthetic turf fields with Athletic field lighting on both fields. This project includes security fencing to this site.

Justification: This project will increase the field space for users on a year round basis, while improving the field safety and access.

Est Completion: FY 12/13

Project Cost Estimate: \$2,430,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Measure WW	\$0	\$2,413	\$0	\$0	\$0	\$0
	\$0	\$2,413	\$0	\$0	\$0	\$0

Comments: Design and vendor selection is currently in progress , this is one of the Measure WW projects approved by the City Council in 2010.

Project Title: Water Main Replacement Program

Project No: 7628

Location: Citywide

Lead Department : Public Works

Project Description: The projects consists of replacing the existing water facilities as defined in the Water System Master Plan and as requested by Public Works Dept. to improve efficiency in the existing system.

Justification: Portions of the existing water system are aging and/or have experienced failures due to deterioration and are in need of replacement and upgrades.

Est Completion: On-going Program

Project Cost Estimate:

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$13,500 per mile of pipeline/year

Maintenance work includes testing and installing new back flow prevention and air valves, replacing fire hydrants and water meter, exercising water valves, new service water taps and water line repairs.

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Water Line Expansion Fund	\$850	\$500	\$500	\$500	\$500	\$500
	\$850	\$500	\$500	\$500	\$500	\$500

Comments: The project areas include Diablo Ave. from Sunset to E. Madill, Elizabeth Lane, Plumeigh from Roberts to Putnam, Stillwell Cir., Brisdale Pl., Cataline Ave. and Hawthorne Ave.

Project Title: River Pumping Station Rehabilitation

Project No: 7665

Location: Raw water pumping station at Fulton Shipyard Road

Lead Department : Public Works

Project Description: The project will include rebuilding the pump and motor, improving surge control and building ventilation, replace pump control system, and replacing the discharge pipeline.

Justification: The existing raw water pump and motor are aging and in need of rehabilitation to continue operating efficiently.

Est Completion: FY 13/14

Project Cost Estimate: \$200,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: N/A

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Water Fund	\$0	\$50	\$150	\$0	\$0	\$0
	\$0	\$50	\$150	\$0	\$0	\$0

Comments: Construction are planned to start in fall 2013. The new pump must be in operation by July 2014,

Project Title: *Water Treatment Plant Operations*

Project No: 7670

Location: Water Treatment Plant on "D" Street

Lead Department : Public Works

Project Description: Replacement of granular activated carbon (GAC) filters of both "A" and "B" Plants at the Water Treatment Plant.

Justification: The GAC filters must be replaced every four to five years to perform efficiently.

Est Completion: On-going Program

Project Cost Estimate:

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: N/A

<i>Source of Funding</i>	Project Funding						<i>(\$ in thousands)</i>
	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>	
Water Fund	\$0	\$600	\$530	\$0	\$0	\$0	
	\$0	\$600	\$530	\$0	\$0	\$0	

Comments:

Project Title: *Water Studies and Planning*

Project No: 7672

Location: Citywide

Lead Department : Public Works

Project Description: Prepare the following studies: Water Master Plan Update, Urban Water Management Plan Update, Watershed Sanitary Survey Update and Water Rate Study.

Justification: Provide updated information and direction regarding water related topics.

Est Completion: On-going

Project Cost Estimate:

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: N/A

<i>Source of Funding</i>	Project Funding <i>(\$ in thousands)</i>					
	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>
Water Fund	\$0	\$50	\$50	\$50	\$50	\$50
	\$0	\$50	\$50	\$50	\$50	\$50

Comments:

Project Title: Reservoirs Rehabilitation

Project No: 7674

Location: Three locations; Larkspur Dr., James Donlon Blvd., and the Water Treatment Plant

Lead Department : Public Works

Project Description: Larkspur Dr., and James Donlon Reservoirs and the .5 MG Reservoir have coating systems that are rapidly approaching the end of their useful lives. The modern coating system typically lasts 25 years.

Justification: The reservoirs' interior coating has deteriorated due to age and require rehabilitation.

Est Completion:

Project Cost Estimate: \$1,050,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: N/A

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Water Fund	\$0	\$800	\$250	\$0	\$0	\$0
	\$0	\$800	\$250	\$0	\$0	\$0

Comments: Inspections and repairs of these facilities are mandated by the State Department of Public Health.

Project Title: *Water Treatment Plant Improvements*

Project No: 7675

Location: Water Treatment Plant on "D" Street

Lead Department : Public Works

Project Description: Replacement of deteriorating equipment, design and construction of new facilities, review study of channel settlement along westside filter, seismic review of the plant, geotech study of the slope above backwash area to control falling rocks.

Justification: Upgrades to the plant are required to maintain and/or improve the efficiency of the facility.

Est Completion: On-going Program

Project Cost Estimate:

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

<i>Source of Funding</i>	<i>Prior FY</i>	Project Funding					<i>(\$ in thousands)</i>
		<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>	
Water Fund		\$100	\$400	\$275	\$50	\$0	
		\$100	\$400	\$275	\$50	\$0	

Comments: Staff continues to work with Deskins Company on the filter system

Project Title: James Donlon Pump Station Upgrades

Project No: 7676

Location: James Donlon Boulevard

Lead Department : Public Works

Project Description: This project will replace the water pumps and motors at this facility.

Justification: The pumps and motors at this pump station are aging and require replacement to improve reliability and efficiency.

Est Completion: FY 14/15

Project Cost Estimate: \$115,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: N/A

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Water Fund	\$0	\$0	\$0	\$115	\$0	\$0
	\$0	\$0	\$0	\$115	\$0	\$0

Comments:

Project Title: Hillcrest Pump Station Rehabilitation

Project No: 7677

Location: Hillcrest Avenue

Lead Department : Public Works

Project Description: Replace outdated electrical panels, pumps, motors, control valves and install a new mag meter.

Justification: Facility is aging and requires improvements to improve reliability and efficiency.

Est Completion: FY 13/14

Project Cost Estimate: \$280,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: N/A

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Water Fund	\$0	\$0	\$280	\$0	\$0	\$0
	\$0	\$0	\$280	\$0	\$0	\$0

Comments:

Project Title: Cambridge Tank Expansion

Project No: 7679

Location: Cambridge Drive

Lead Department : Public Works

Project Description: The project consists of installing an additional pump at this location in order to increase the capacity of the facility.

Justification: The facility is currently undersize. The additional pump will provide increased water supply in the event of a fire or line breakage.

Est Completion: FY 13/14

Project Cost Estimate: \$750,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

<i>Source of Funding</i>	Project Funding						<i>(\$ in thousands)</i>
	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>	
Water Fund	\$0	\$50	\$700	\$0	\$0	\$0	
	\$0	\$50	\$700	\$0	\$0	\$0	

Comments:

Project Title: Water Treatment Plant Solids Handling Improvements

Project No: 7682

Location: Water Treatment Plant on "D" Street

Lead Department : Public Works

Project Description: These improvements incl: A. Prepare a design report for possible solids thickening and dewatering. B Consider purchasing dewatering equipment from KDE to reduce annual rental fees. C. Consider adding thickened sludge storage to enhance performance.

Justification: Develop design criteria and order of magnitude capital costs. Carry out a business case evaluation to determine City plan for the next 10 to 20 years.

Est Completion:

Project Cost Estimate: \$1,200,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Water Fund	\$0	\$50	\$150	\$0	\$0	\$1,000
	\$0	\$50	\$150	\$0	\$0	\$1,000

Comments:

* Estimate includes prior years' expenditures

Project Title: Water Treatment Plant Drainage Capture

Project No: 7684

Location: Water Treatment Plant on "D" Street

Lead Department : Public Works

Project Description: Upgrade existing sludge lagoon including removal of accumulated solids, stabilization of banks and installation of decant/disposal system.

Justification: City currently lacks location to empty clarifiers for routine or special maintenance while avoiding discharge.

Est Completion: FY 12/13

Project Cost Estimate: \$400,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Water Fund	\$0	\$400	\$0	\$0	\$0	\$0
	\$0	\$400	\$0	\$0	\$0	\$0

Comments:

* Estimate includes prior years' expenditures

Project Title: Canal Pump No. 4 Improvements

Project No: 7685

Location: Eastern Canal Pumping Station

Lead Department : Public Works

Project Description: Replacement of piping and valves; wetwell modification to prevent vortexing.

Justification: Current piping is failing and needs to be replaced. Isolation valves are inoperable and need to be replaced.

Est Completion: FY 12/13

Project Cost Estimate: \$200,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Water Fund	\$0	\$200	\$0	\$0	\$0	\$0
	\$0	\$200	\$0	\$0	\$0	\$0

Comments:

* Estimate includes prior years' expenditures

Project Title: Direct Raw Water Connection to Water Treatment Plant Project No: 7686

Location: Water Treatment Plant on "D" Street

Lead Department : Public Works

Project Description: The project will include design study of the direct feed to WTP and construction of control valves, piping and fittings.

Justification: The project potentially would increase pumping capacity and save energy.

Est Completion: FY 14/15

Project Cost Estimate: \$250,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Water Fund	\$0	\$0	\$0	\$250	\$0	\$0
	\$0	\$0	\$0	\$250	\$0	\$0

Comments:

* Estimate includes prior years' expenditures

Project Title: Chemical Tanks Replacement

Project No: 7689

Location: Water Treatment Plant on "D" Street

Lead Department : Public Works

Project Description: Replace two alum and one fluoride tanks.

Justification: Three chemical tanks installed in 1988 need replacing.

Est Completion: FY 14/15

Project Cost Estimate: \$120,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Water Fund	\$0	\$40	\$40	\$40	\$0	\$0
	\$0	\$40	\$40	\$40	\$0	\$0

Comments:

Project Title: Inspection/Assessment of the 39-inch Raw Water Pipeline **Project No: 7692**

Location: Water Treatment Plant on "D" Street

Lead Department : Public Works

Project Description: First work phase would add inspection manholes and include inspection/assessment.

Justification: Friction calculations suggest that the pipeline is partially filled with debris. Access points are needed for internal inspection and potential cleaning.

Est Completion: FY 13/14

Project Cost Estimate: \$300,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

<i>Source of Funding</i>	Project Funding						<i>(\$ in thousands)</i>
	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>	
Water Fund	\$0	\$0	\$300	\$0	\$0	\$0	
	\$0	\$0	\$300	\$0	\$0	\$0	

Comments:

* Estimate includes prior years' expenditures

Project Title: Sewer Main Capacity Improvements Program

Project No: 7724

Location: Citywide

Lead Department : Public Works

Project Description: Increase the capacity of the sanitary sewer system by installing new sewer mains, manholes and service laterals or modifying the existing system as defined by the Wastewater System Collection Master Plan and as recommended by the Public Works Dept.

Justification: The Wastewater System Collection Master Plan and the Public Works Dept. have identified existing sewer lines to be upgraded.

Est Completion: On-going Program

Project Cost Estimate:

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$5,500 per mile of pipeline/year

Maintenance work includes main line and manhole cleaning and rehab work, service laterals repair, and main line video testing.

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Sewer Facility Expansion Fund	\$0	\$800	\$800	\$800	\$800	\$800
	\$0	\$800	\$800	\$800	\$800	\$800

Comments: The project list includes "L" Street from HWY 4 to Sycamore Drive, Lone Tree Way from Roberts Street to Putnam, Country Hills Drive from Wolf Way to Valley Way, 6th, 7th, 8th and 9th, Acacia, Birch, Chestnut, Deoder, Evergreen, Belshaw and 19th Streets.

Project Title: Sewer Line Corrosion Rehabilitation Program

Project No: 7736

Location: Citywide

Lead Department : Public Works

Project Description: This work includes pipe lining, replacement and additional capacity upgrades due to detritions in the sewer lines.

Justification: These improvements reduce maintenance cost, prevent overflows and improve sewer flow capacity.

Est Completion: On-going Program

Project Cost Estimate:

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$5,500 per mile of pipeline/year

Maintenance work includes main line and manhole cleaning, rehab work, service laterals repair and main line video testing.

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Sewer Fund	\$0	\$250	\$250	\$250	\$250	\$250
	\$0	\$250	\$250	\$250	\$250	\$250

Comments: The project list includes Hamilton Ct., Belle Drive, Beede Park Area, "G" Street, and Dallas Ranch Road at Cache Peak Drive.

Project Title: West Antioch Creek Channel Improvements

Project No: 7737

Location: West Antioch Creek from West 4th Street to West 8th Street.

Lead Department : Public Works

Project Description: The Contra Costa County Flood Control is partnering with the City of Antioch to replace the undersized concrete ditch at 10th and O Street with new box culverts and de-silting the West Antioch Creek between 6th and 4th Street.

Justification: This project will maintain 25-year storm flow capacity and flood protection.

Est Completion: FY 13/14

Project Cost Estimate: \$6,400,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$20,000/year

Maintenance work includes vegetation and weed control, tree care, de-silting and litter removal.

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Flood Dist Drainage Area Fund	\$0	\$0	\$1,300	\$0	\$0	\$0
NPDES	\$0	\$400	\$0	\$0	\$0	\$0
AD 27/31	\$76	\$500	\$1,200	\$0	\$0	\$0
Prop 1E Grant	\$0	\$0	\$3,000	\$0	\$0	\$0
	\$76	\$900	\$5,500	\$0	\$0	\$0

Comments: Design and permit work is under way; construction is planned to start in 2014.

Project Title: Country Hills Sewer Main Replacement

Project No: 7738

Location: Country Hills Drive from Wolf Way to Hillcrest Ave.

Lead Department : Public Works

Project Description: The project will replace the existing 12" sewer main on Country Hills Drive.

Justification: Portion of the existing 12" sewer main needs to be replaced due to deterioration.

Est Completion: FY 12/13

Project Cost Estimate: \$800,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Sewer Fund	\$20	\$800	\$0	\$0	\$0	\$0
	\$20	\$800	\$0	\$0	\$0	\$0

Comments:

Project Title: "L" Street Sewer Main Replacement at HWY 4 Project No: 7739

Location: "L" Street at HWY 4

Lead Department : Public Works

Project Description: The project will replace the existing 12" sewer main that runs under HWY 4 at "L" Street

Justification: The existing 12" sewer main needs to be replaced due to age and deterioration.

Est Completion: FY 13/14

Project Cost Estimate: \$500,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

<i>Source of Funding</i>	Project Funding					
	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>
Sewer Fund	\$0	\$0	\$500	\$0	\$0	\$0
	\$0	\$0	\$500	\$0	\$0	\$0

Comments: The project will be constructed in conjunction with HWY 4 widening project.

Project Title: Master Sewer Study Update

Project No: 7740

Location: Citywide

Lead Department : Public Works

Project Description: The project will evaluate the capacity of the existing system and identify system improvements needs.

Justification: The last Sewer Master Study Update was completed in 2003; the study is required every 10 years

Est Completion:

Project Cost Estimate: \$500,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Sewer Fund	\$0	\$0	\$500	\$0	\$0	\$0
	\$0	\$0	\$500	\$0	\$0	\$0

Comments:

Project Title: Markley Creek Culvert Replacement

Project No: 7741

Location: Somersville Road north of James Donlon Blvd.

Lead Department : Public Works

Project Description: This project will replace the existing 72-inch diameter corrugated steel pipe (CSP) culvert that routes Markley Creek through the existing Somersville Road embankment with a new 96-inch diameter reinforced concrete pipe (RCP).

Justification: This facility is designed to convey storm water from a 100-year flood event and span the width of a widened Somersville Road.

Est Completion: FY 12/13

Project Cost Estimate: \$1,590,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
ADA Funds	\$1,000	\$0	\$0	\$0	\$0	\$0
Measure J	\$390	\$200	\$0	\$0	\$0	\$0
	\$1,390	\$200	\$0	\$0	\$0	\$0

Comments: Discovery Builders is required to reimburse the City for all costs of the project. Measure J funds are designated for this project due to the need to widen the culvert to accommodate future widening of Somersville Road.

Project Title: CDBG Downtown Roadway Rehabilitation Program

Project No: 7746

Location: Downtown area

Lead Department : Public Works

Project Description: The project includes roadway rehabilitation, replacement of damaged sidewalk, curb and gutter, installation of new handicapped ramps and storm drain system modifications.

Justification: Existing pavement has deteriorated due to age and is in need of rehabilitation. The project will reduce the crown on the pavement profile to meet ADA standards.

Est Completion: On-going Program

Project Cost Estimate:

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$5,100 per lane mile per year

Maintenance work includes crack seal, sweeping, striping and pavement preventative maintenance.

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
CDBG Fund	\$0	\$200	\$200	\$200	\$200	\$200
	\$0	\$200	\$200	\$200	\$200	\$200

Comments: The project areas include 5th Street from "F" to "G" Street, "F" Street from 4th to 6th Street, 9th Street from "A" to "L" Street, "B" Street from 6th to 9th Street and "D" Street from 6th to 9th Street. Pavement rehab design options to be determined.

* Estimate includes prior years' expenditures

Project Title: Longview Road Pavement Rehab

Project No: 7749

Location: Longview Road from "G" Street to Putnam Street

Lead Department : Public Works

Project Description: The project includes excavation of the entire roadway section to the full depth and to replace it with new base rock and new pavement section. This work also includes repair or replacement of any damaged or deteriorated underground utility lines.

Justification: Longview Drive is a major collector; existing pavement has deteriorated due to age and base failures.

Est Completion: FY 15/16

Project Cost Estimate: \$700,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$5,100 per lane mile per year

Maintenance work includes crack seal, sweeping, striping and pavement preventative maintenance.

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Gas Tax Fund	\$0	\$0	\$0	\$50	\$650	\$0
	\$0	\$0	\$0	\$50	\$650	\$0

Comments: The Pavement Management System has identified this section of the road as having a Pavement Condition Index (PCI) of 11.

Project Title: Lone Tree Way Pavement Overlay

Project No: 7751

Location: Lone Tree Way from Golf Course Road to Deer Valley Road

Lead Department : Public Works

Project Description: The project will identify deteriorated pavement areas due to base failures. These areas will be excavated and plugged with asphalt. After all the base failure areas have been repaired a final pavement overlay will be placed over the entire road.

Justification: Without this scheduled preventative maintenance for this major arterial, the pavement condition will deteriorate rapidly in just a few years, which would require a major repair and significantly increase the cost of the repair.

Est Completion: FY 14/15

Project Cost Estimate: \$1,370,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$5,100 per lane mile per year

Maintenance work includes crack seal, sweeping, striping and pavement preventative maintenance.

Source of Funding	Project Funding					(\$ in thousands)	
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	
Measure J	\$0	\$0	\$50	\$1,320	\$0		
	\$0	\$0	\$50	\$1,320	\$0		

Comments: The Pavement Management System has identified this section of the road to be scheduled for preventive maintenance work with a Pavement Condition Index (PCI) of 68. Overlay design options to be determined.

Project Title: AD 26 & 27 Close Out Projects, Phase C

Project No: 7908

Location: Deer Valley Road from Lone Tree Way to Country Hills Drive

Lead Department : Public Works

Project Description: Complete the AD improvements on Deer Valley Road including lengthen existing turn pockets and adding new left turn movements.

Justification: These roadway improvements on Deer Valley Road are needed to correct the street cross section to improve traffic circulation and traffic signal efficiency in this area.

Est Completion: FY 15/16

Project Cost Estimate: \$800,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs: \$5,100 per lane mile per year

Maintenance work includes crack seal, sweeping, striping and pavement preventative maintenance.

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Lone Tree Way AD 27/31	\$100	\$700	\$0	\$0	\$0	\$0
	\$100	\$700	\$0	\$0	\$0	\$0

Comments:

Project Title: Cavallo Road Pavement Rehabilitation

Project No: 7910

Location: Cavallo Road from Wilbur Avenue to East 18th Street

Lead Department : Public Works

Project Description: The project will repair deteriorated pavement areas due to base failures. These areas will be excavated and plugged with asphalt. After all the base failure areas have been repaired a final pavement overlay will be placed over the entire road.

Justification: Existing pavement has deteriorated due to age and is in need of rehabilitation.

Est Completion: FY 14/15

Project Cost Estimate: \$860,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Gas Tax Fund	\$0	\$0	\$50	\$810	\$0	\$0
	\$0	\$0	\$50	\$810	\$0	\$0

Comments:

Project Title: Country Hills Drive Pavement Rehabilitation

Project No: 7911

Location: Country Hills Drive between Deer Valley Road and Wolf Way

Lead Department : Public Works

Project Description: The project will repair deteriorated pavement areas due to base failures. These areas will be excavated and plugged with asphalt. After all the base failure areas have been repaired a final pavement overlay will be placed over the entire road.

Justification: Existing pavement has deteriorated due to age and is in need of rehabilitation.

Est Completion: FY13/14

Project Cost Estimate: \$1,130,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Gas Tax	\$0	\$150	\$980	\$0	\$0	\$0
	\$0	\$150	\$980	\$0	\$0	\$0

Comments:

* Estimate includes prior years' expenditures

Project Title: *Golf Course Road Pavement Rehabilitation*

Project No: 7912

Location: Lone Tree Way to Mt. Hamilton Drive

Lead Department : Public Works

Project Description: The project will repair deteriorated pavement areas due to base failures. These areas will be excavated and plugged with asphalt. After all the base failure areas have been repaired a final pavement overlay will be placed over the entire road.

Justification: Existing pavement has deteriorated due to age and is in need of rehabilitation.

Est Completion: FY 16/17

Project Cost Estimate: \$750,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

<i>Source of Funding</i>	Project Funding						<i>(\$ in thousands)</i>
	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>	
Gas Tax	\$0	\$0	\$0	\$0	\$0	\$750	
	\$0	\$0	\$0	\$0	\$0	\$750	

Comments:

Project Title: Deer Valley Road/Davison Pavement Rehabilitation

Project No: 7913

Location: Lone Tree Way to Mammoth Drive

Lead Department : Public Works

Project Description: The project will repair deteriorated pavement areas due to base failures. These areas will be excavated and plugged with asphalt. After all the base failure areas have been repaired a final pavement overlay will be placed over the entire road.

Justification: Existing pavement has deteriorated due to age and is in need of rehabilitation.

Est Completion: FY 12/13

Project Cost Estimate: \$2,000,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Prop 1B Grant	\$0	\$1,450	\$0	\$0	\$0	\$0
Gas Tax	\$0	\$550	\$0	\$0	\$0	\$0
	\$0	\$2,000	\$0	\$0	\$0	\$0

Comments:

* Estimate includes prior years' expenditures

Project Title: 2nd Street Pavement Rehabilitation

Project No: 7915

Location: L Street to I Street

Lead Department : Public Works

Project Description: The project will repair deteriorated pavement areas due to base failures. These areas will be excavated and plugged with asphalt. After all the base failure areas have been repaired a final pavement overlay will be placed over the entire road.

Justification: Existing pavement has deteriorated due to age and is in need of rehabilitation.

Est Completion: FY 13/14

Project Cost Estimate: \$410,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Gas Tax	\$0	\$0	\$410	\$0	\$0	\$0
	\$0	\$0	\$410	\$0	\$0	\$0

Comments:

* Estimate includes prior years' expenditures

Project Title: "G" Street Pavement Rehabilitation

Project No: 7917

Location: West Madill to HWY 4

Lead Department : Public Works

Project Description: The project will repair deteriorated pavement areas due to base failures. These areas will be excavated and plugged with asphalt. After all the base failure areas have been repaired a final pavement overlay will be placed over the entire road.

Justification: Existing pavement has deteriorated due to age and is in need of rehabilitation.

Est Completion: FY 14/15

Project Cost Estimate: \$685,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

<i>Source of Funding</i>	Project Funding						<i>(\$ in thousands)</i>
	<i>Prior FY</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>	
Gas Tax	\$0	\$0	\$0	\$685	\$0	\$0	
	\$0	\$0	\$0	\$685	\$0	\$0	

Comments:

Project Title: Hillcrest Avenue Median Landscape

Project No: 7920

Location: Hillcrest Avenue from E 18th Street to Sunset Drive

Lead Department : Public Works

Project Description: The project will complete the Hillcrest Avenue Improvement Project by installing low maintenance landscape

Justification: Roadway Improvements were completed in 2011, with the exception of the median landscape.

Est Completion: FY 16/17

Project Cost Estimate: \$400,000

The above project cost estimate includes construction, design, preliminary planning, project administration and construction management and inspection.

Annual Operating/Maintenance Costs:

Source of Funding	Project Funding					
	Prior FY	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Measure J	\$0	\$0	\$0	\$0	\$0	\$400
	\$0	\$0	\$0	\$0	\$0	\$400

Comments:

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JULY 10, 2012**

Prepared by: Ken Warren, Assistant Engineer *KW*
Approved by: Ron Bernal, Director of Public Works/City Engineer *RJB*
Date: June 26, 2012
Subject: Resolution Approving the Reimbursement Agreement with Lowe's HIW, Inc. for Lone Tree Way Widening and an Amendment to the 2011-2012 Measure "J" Budget (PD-04-2 & UP-04-4)

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving a Reimbursement Agreement that provides for a \$237,500 lump-sum reimbursement to Lowe's HIW, Inc. ("Lowe's") for Lone Tree Way widening and an Amendment to the 2011-2012 Measure "J" Budget.

BACKGROUND INFORMATION

On July 13, 2004 the City Council adopted Resolution No. 2004/87 approving a final planned development, use permit and mitigated negative declaration for the Lowe's Home Improvement Warehouse project located at 5503 Lone Tree Way. Condition #55 of the City Council's resolution required Lowe's to construct "a dedicated right turn lane on west bound Lone Tree Way to northbound Canada Valley Road, as approved by the City Engineer." A Vicinity Map is included as Attachment "A".

Lowe's objected to the imposition of Condition #55 and maintained that there was no direct nexus between impacts from its project and the need for construction of the improvements. In consideration of future traffic needs, the City Council determined to impose the requirement, but to enter into a reimbursement agreement with Lowe's for the cost of design, construction and management of the project, with repayment coming through sales tax receipt produced by the Lowe's store beginning in fiscal year 2010 at \$50,000 per year and continuing until the total cost was repaid.

Lowe's complied with Condition #55 and constructed, in conjunction with the warehouse project, a dedicated right turn lane on westbound Lone Tree Way to northbound Canada Valley Road, as approved by the City Engineer. Additionally, Lowe's dedicated right-of-way for the right turn lane to the City without cost or reimbursement.

The estimated cost of the Lone Tree widening project presented to Council in 2004 was between \$100,000 and \$150,000. In 2005 Lowe's submitted an itemized cost breakdown for complying with Condition #55 that totaled \$274,101. From 2010 to the present the City Engineer and Lowe's representatives discussed the reimbursement amount and arrived at

the proposed lump-sum valuation. Staff recommends that the City Council approve a one-time lump sum payment to Lowe's in the amount of \$237,500 in lieu of "catching up" on payments due to Lowe's from calendar year 2010 and making payments to Lowe's in the minimum amount of \$50,000 in each subsequent calendar year until the entire amount is paid. The lump-sum payment amount is less than the Lowe's 2005 estimate (\$274,101) and represents a \$36,601 savings.

Lowe's submitted a letter (Attachment "B") to the City Engineer and a Reimbursement Agreement (Attachment "C") agreeing to the \$237,500 sum above as the full amount owed to Lowe's and a complete resolution of the matter.

Condition of approval #55 requires that the reimbursement be funded "through sales tax receipt produced by the Lowe's store...". Because the conditioned right turn-lane was necessary for future traffic needs but was not required by the project's traffic study, staff recommends approval of the \$237,500 "lump-sum" reimbursement through Measure "J" funds, which are to be used for "...the construction, maintenance, improvement, and operation of local streets, roads, and highways...". The use of Measure "J" funds requires an amendment to the 2011-2012 Measure "J" budget.

FINANCIAL IMPACT

Funding for the total cost of the reimbursement (\$237,500) is proposed through Measure "J" funds in lieu of sales tax revenues, and requires an amendment to the 2011-2012 Measure "J" budget.

OPTIONS

The City Council may choose to approve the \$237,500 "lump-sum" reimbursement to Lowe's with Measure "J" funds; or it may choose to deny the "lump-sum" reimbursement and/or the use of Measure "J" funds. If Council chooses to commence reimbursement to Lowe's on an annual basis, the cost to "catch up" on annual payments for calendar years 2010, 2011 and 2012 is \$150,000.

ATTACHMENTS

- A: Vicinity Map
- B: Lowe's letter
- C: Lowe's Reimbursement Agreement

RESOLUTION NO. 2012/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A REIMBURSEMENT AGREEMENT WITH LOWE'S FOR LONE TREE WAY WIDENING AND AN AMENDMENT TO THE 2011-2012 MEASURE "J" BUDGET

WHEREAS, on July 13, 2004 the City Council adopted Resolution No. 2004/87 approving a final planned development, use permit and mitigated negative declaration for the Lowe's Home Improvement Warehouse project located at 5503 Lone Tree Way; and

WHEREAS, a condition of approval for the project (Condition #55) required construction of a dedicated right turn-lane on westbound Lone Tree Way to northbound Canada Valley Road for future traffic needs, but the traffic study provided no nexus between the project and the off-site improvement; and

WHEREAS, Condition #55 agreed to reimburse Lowe's for the design, construction and management of the project, with repayment coming through sales tax receipt produced by the Lowe's store beginning in fiscal year 2010 at \$50,000 per year and continuing until the total cost was repaid; and

WHEREAS, Lowe's provided a Reimbursement Agreement agreeing to a one-time "lump-sum" payment of \$237,500 that settles the indebtedness and relieves the City of any further financial responsibility for the improvements; and

WHEREAS, condition #55 required that the reimbursement be funded "through sales tax receipt produced by the Lowe's store..."; and

WHEREAS, Measure "J" funds may be used for "...the construction, maintenance, improvement, and operation of local streets, roads, and highways..."; and

WHEREAS, the use of Measure "J" funds requires an amendment to the 2011-2012 Measure "J" budget.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Antioch does hereby approve a \$237,500 lump-sum reimbursement to Lowe's for Lone Tree Way widening and an Amendment to the 2011-2012 Measure "J" Budget.

BE IT FURTHER RESOLVED by the City Council of the City of Antioch that the City Manager is hereby authorized and directed to sign the attached Reimbursement Agreement between the City of Antioch and Lowe's HIW, Inc. for the design, construction and management of the Lone Tree Way widening in the amount of \$237,500.

RESOLUTION NO. 2012/**

July 10, 2012

Page 2

* * * * *

I HEREBY CERTIFY that the foregoing recommendation was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 10th day of July 2012 by following vote:

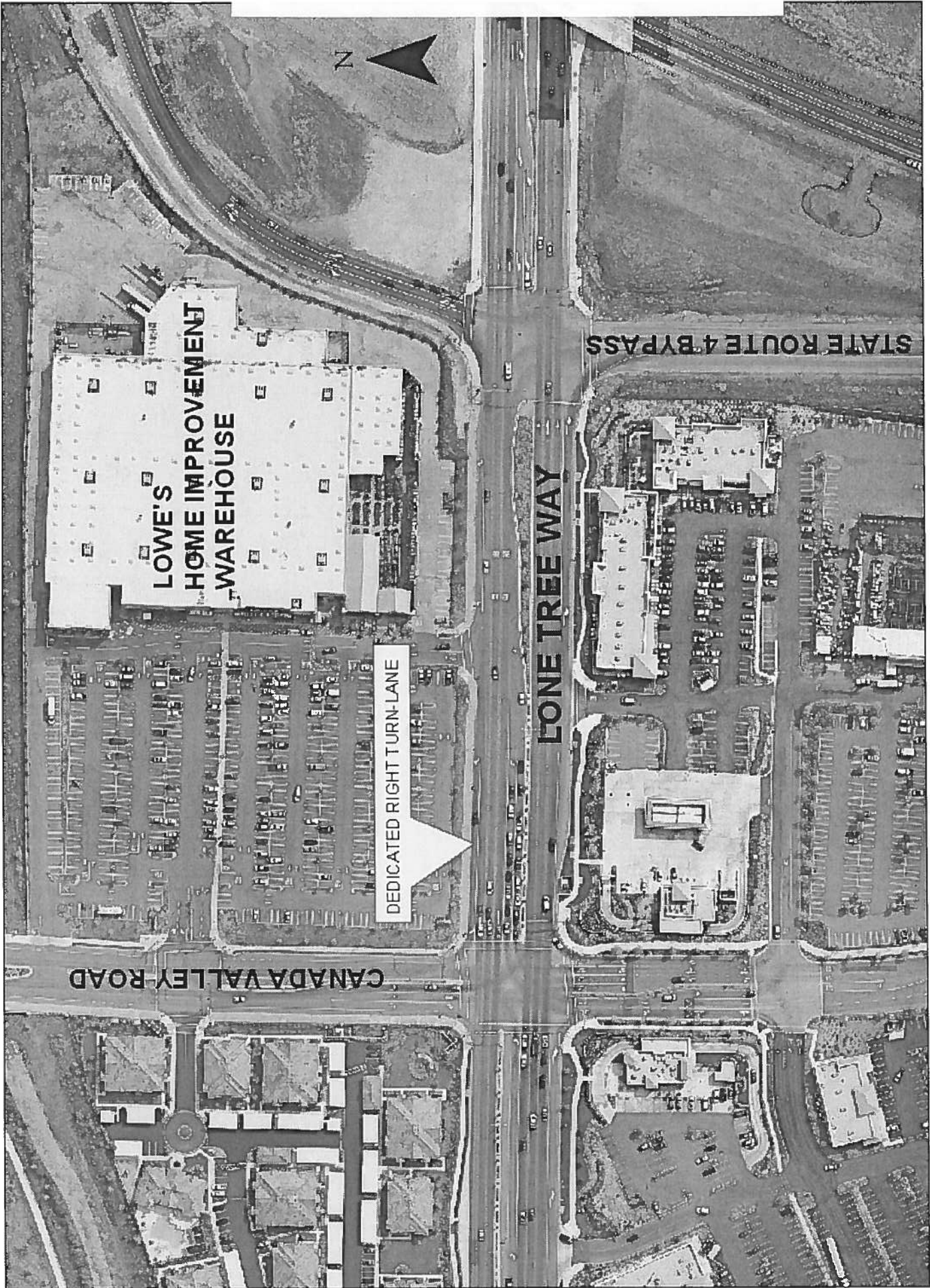
AYES:

NOES:

ABSENT:

DENISE SKAGGS, City Clerk

ATTACHMENT "A"



City of Antioch GIS

400 Feet

200

100

0

VICINITY MAP - Attachment 'A'

ATTACHMENT "B"



June 6, 2012

Mr. Ron Bernal
Director of Public Works/City Engineer City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

RE: Lowe's of S. Antioch, CA - Reimbursement Agreement

Dear Mr. Bernal,

Per my conversations with Ken Warren over the past few months, Lowe's agrees to the lump-sum infrastructure reimbursement payment of \$237,500 offered by the City of Antioch through an email from Mr. Warren on June 5th, 2012. This lump-sum payment will satisfy the City's obligation and replaces the annual payments required by the condition of approval cited in Resolution No. 2004/87, dated July 13, 2004, COA #55.

If you have any questions or concerns please contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Brad Hincer".

Brad Hincer
Real Estate Site Incentives Manager
(336) 658-4640
bradley.s.hincer@lowes.com

cc: Ken Warren – Assistant Engineer, City of Antioch

ATTACHMENT "C"

REIMBURSEMENT AGREEMENT

by and between
CITY OF ANTIOCH
and
LOWE'S HIW, INC.

THIS AGREEMENT is entered into this _____ day of _____, 2012 by and between the CITY OF ANTIOCH, a California municipal corporation ("CITY") and LOWE'S HIW, INC., a Washington Corporation ("LOWE'S").

Recitals

A. LOWE'S has applied to CITY for land use entitlements for a retail project of approximately 13 acres in size located at the northeast corner of Lone Tree Way and Canada Valley Road in Antioch, California.

B. On July 13, 2004 CITY's City Council approved the land use entitlements, known as PD-04-2, SP-04-2 and UP-04-4.

C. Condition #55 of the City Council's resolution approving a final planned development, use permit, and adopting a mitigated negative declaration for the project requires LOWE'S to construct "a dedicated right turn lane...on west bound Lone Tree Way to northbound Canada Valley Road as approved by the City Engineer."

D. LOWE'S objected to the imposition of Condition #55, as there was no direct nexus between impacts from its project and the need for the construction of the improvement. The City Council determined to impose the requirement, but to enter into a reimbursement agreement with LOWE'S for the cost thereof. This Agreement is the result of that action.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. LOWE'S has complied with Condition #55 and has constructed, in conjunction with the project, a dedicated right turn lane on westbound Lone Tree Way to northbound Canada Valley Road as approved by the City Engineer.
2. LOWE'S has dedicated the right-of-way for the right turn lane to the CITY without cost or reimbursement.
3. CITY shall reimburse LOWE'S for the design, management and construction costs of complying with Condition #55 in the total sum of Two Hundred Thirty Seven Thousand Five Hundred (\$237,500.00) Dollars. LOWE'S has submitted to the City Engineer its itemized cost breakdown for complying with Condition #55 and the parties have agreed on the sum above as full amount owing to LOWE'S and complete resolution of the matter.

4. In lieu of the CITY commencing to make payments to LOWE'S beginning calendar year 2010 to reimburse it for the above-referenced costs in the minimum amount of Fifty Thousand (\$50,000.00) Dollars in each subsequent calendar year until the entire amount less than the maximum reimbursement amount of \$237,500.00 is paid to LOWE'S, CITY shall make one lump sum payment in the amount of \$237,500.00 within thirty (30) days of the date of this Agreement.

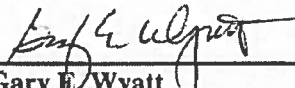
5. The parties understand that the CITY will incur no liability for damages, injuries, claims of contractors, or for any claims whatsoever until it accepts the right turn lane as being complete and accepted by the City Engineer. CITY shall not unreasonably withhold its acceptance of the improvement. The parties further understand that the fulfillment of Condition #55 is a requirement of the CITY for the construction of a public improvement, and that the reimbursement provided for herein does not exceed the cost to LOWE'S of constructing the improvement or of complying with Condition #55.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF ANTIOCH, acting by and through its City Manager, pursuant to Resolution No. _____ authorizing such execution, and by LOWE'S HIW, INC., acting by and through its ~~Real Estate Executive~~ Senior Vice President.

CITY OF ANTIOCH:

LOWE'S HIW, INC.:

By: _____
James M. Jakel
City Manager

By: 
Gary E. Wyatt
~~Real Estate Executive~~
Sr. Vice President

JM
CGW

APPROVED AS TO FORM:

By: _____
Lynn Tracy Nerland
City Attorney

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JULY 10, 2012**

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

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

DATE: July 3, 2012

SUBJECT: Consideration of Bids for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Handicap Accessible Ramps at Miscellaneous Locations 2012-2013, (P.W. 507-14)

RECOMMENDATION

It is recommended that the City Council award the project to the low bidder, J.D. Partners Concrete, in the amount of \$200,000.00.

BACKGROUND INFORMATION

On July 3, 2012, one (1) bid was received and opened as shown on the attached tabulation. The low bid was submitted by J.D Partners Concrete of Fremont in the amount of \$223,550.00. The City has allocated \$200,000.00 for construction of this project from various funding sources. Since the bid amount exceeds the current approved construction funding by \$23,550.00, staff has reduced the bid quantities with J.D Partners Concrete's approval with the resulting bid total being \$200,000.00. The bid has been checked and found to be without any errors or omissions.

Under this contract J.D Partners Concrete will perform various repairs of concrete curb, gutter, sidewalk, handicap accessible ramps and median stamped concrete for a period of at least one (1) year. The project Special Provisions allow for the contract to be extended for an additional year upon mutual agreement between the City and the contractor provided the contract unit prices remained unchanged.

FINANCIAL IMPACT

The 2012-2013 Capital Improvement Budget includes \$220,000.00 from various funding sources for this project. The total budget amount includes funds for City staff administration and inspection of the work.

OPTIONS

None considered at this time.

ATTACHMENTS

A: Tabulation of Bids

SB:lm

7-10-12

ATTACHMENT "A"

<p>CITY OF ANTIOCH</p> <p>TABULATION OF BIDS</p>			
<p>JOB TITLE: Curb, Gutter & Sidewalk Repair Program 2012-2013 (P.W. 507-14)</p>			
<p>BIDS OPENED: July 3, 2012 ~ 2:00 p.m. City Council Chambers</p>			
	<p>Engineer's Estimate</p>	<p>JD Partners Concrete Fremont</p>	
	<p>\$200,000.00</p>	<p>\$223,550.00</p>	
<p>TOTAL BID PRICE</p>			

<p>JD Partners Concrete</p> <p>Tree Removal Atlas Tree Service Supplies White Cap Industries Materials Antioch Building Materials</p>	
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**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JULY 10, 2012**

PREPARED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*
REVIEWED BY: Ron Bernal, Director of Public Works/City Engineer *REB*
DATE: July 2, 2012
SUBJECT: Approval of Proposal and Authorization for the City Manager to Sign an Agreement with Brown and Caldwell for Engineering Design for the Cambridge Tank Expansion Project (P.W. 365-T3)

RECOMMENDATION

It is recommended that the City Council approve the proposal and authorize the City Manager to sign an agreement with Brown and Caldwell for engineering design for the Cambridge Tank Expansion project and authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to increase Water Enterprise Funding for this project by \$67,252.

BACKGROUND INFORMATION

The existing Cambridge Booster Pump Station was constructed in 1991. This facility pumps water from the Cambridge Storage Reservoir up to the higher elevations of Mira Vista Hills, Black Diamond Ranch and the Mira Vista Storage Reservoir. Currently, the facility's pumping capacity does not provide adequate flow into the system. This project will increase the output from the Cambridge Booster Pump Station by installing larger pumps. The project will utilize existing infrastructure such as piping, standby power, instrumentation, electrical and mechanical facilities.

Brown and Caldwell provided the original design for the construction of the pump station and possess all the design files and construction documentation. This company and particularly, their Vice President, William Faisst, and Project Manager, Thomas Birmingham, understand the dynamics of the City's water system and the infrastructure required for it to be maintained. In an effort to capitalize on the knowledge of the Cambridge Storage Reservoir and its related facilities, staff solicited a proposal from Brown and Caldwell to provide engineering design services for the this project. It is recommended that Council approve the proposal submitted by Brown and Caldwell at a cost not to exceed \$117,252.

FINANCIAL IMPACT

The 2012-13 Capital Improvement Budget includes \$50,000.00 in Water Enterprise Funds for an initial study of the capacity limitations of the Cambridge Booster Pump Station. Additional funding in the amount of \$67,252 is requested to perform a complete design of the facility improvements.

OPTIONS

None

ATTACHMENTS

A: Consultant Service Agreement

SB:lm

7-10-12

ATTACHMENT "A"

DESIGN CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND BROWN AND CALDWELL FOR THE CAMBRIDGE TANK EXPANSION P.W. 365-T3

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Brown and Caldwell, a California Corporation ("Consultant") as of July 11, 2012.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2013, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed **\$117,252.00 (One hundred seventeen thousand two hundred fifty-two dollars)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder,

including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City' option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 Payment Schedule.

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

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

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

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

- 2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule: Exhibit B
- 2.5 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed (N/A). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the

Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and their officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and their officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or their officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and their officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3 Professional Liability Insurance. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 **Subcontractors.** Consultant shall include all subcontractors as insureds 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 herein.
- 4.4.4 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City and their officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.5 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. Consistent with California Civil Code Section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, immediately indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of or resulting from any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents, sub-consultants or subcontractors in said performance of professional services under this Agreement, excepting only liability arising from the sole active negligence or sole intentional misconduct of CITY.

5.2. Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (a) above, and to the full extent permitted by law, CONSULTANT shall indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY and any Indemnified Parties from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

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

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

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

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

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

in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

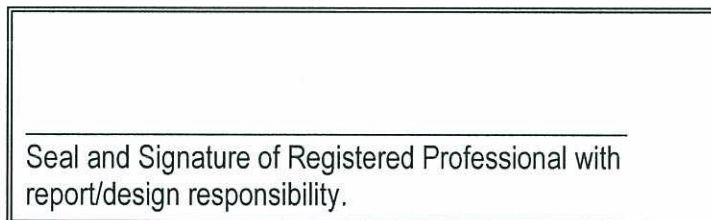
- 10.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 **Solicitation.** Consultant agrees not to solicit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

William K. Faisst, Vice President
Brown and Caldwell
201 North Civic Drive, Suite 115
Walnut Creek, CA 94596-3864

Any written notice to City shall be sent to:

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

- 10.11 **Professional Seal.** When the Contract Administrator considers it appropriate, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



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

CITY OF ANTIOCH

BROWN AND CALDWELL

Jim Jakel, City Manager

William K. Faisst, Vice President

Attest:

Lori Jones, Vice President

Denise Skaggs, City Clerk

Approved as to Form:

Lynn Tracy Nerland, City Attorney

June 11, 2012



Mr. Scott Buenting
Associate Engineer
Capital Improvements
City of Antioch
PO Box 5007
Antioch, California 94531-5007

071128-017

Subject: Proposal for Cambridge Booster Pumping Station Design

Dear Mr. Buenting:

The City of Antioch (City) needs to provide more booster pumping capacity at its Cambridge Booster Pumping Station (BPS). Brown and Caldwell (BC) is pleased to forward this proposal to provide final design of the BPS upgrades, which includes developing biddable and buildable construction documents.

Project Understanding and Overall Approach

Designed in 1990, the Cambridge BPS serves the City's Zone IV West. The 1990 design approach assumed that water demands would be lower than those the system has experienced recently. It also did not anticipate operating the Cambridge Reservoir at considerably less than full, a change the City has made owing to nitrification issues in the stored water. The lower operating level limits the output of installed pumps. The proposed upgrades would use larger vertical turbine pumps, installed to draw water from the reservoir's full depth, to increase the output from the Cambridge BPS. The new pumps would take advantage of existing infrastructure (outside piping, mechanical, electrical and instrumentation) to minimize construction costs.

Project Approach

BC approach will include the following key activities:

- Kick off meeting with City staff to decide on pump location, capacity, control and appurtenances.
- Basis of Design Technical Memorandum (TM) to summarize decisions and establish basic design parameters and layout.
- 90 percent submittal with nearly complete plans and specifications, complemented with a detailed opinion of probable construction cost.
- 100 percent submittal with ready-to-bid technical documents, coordinated to bid with the City's standard front-end.
- Two review meeting with City staff to provide an over-the-shoulder presentation of the design and discussion of City comments.
- Continuous project management, with regular reporting.

Scope of Work

BC has developed a detailed scope of work (see Attachment A) that addresses all activities identified in the City's request for services.

Project Team

Thomas Birmingham, PE, PMP, will perform mechanical engineering and project management. Tom will oversee other BC staff carrying out this assignment, including:

- Dr. William Faisst, Principal-in-Charge, Quality Assurance/Quality Control (QA/QC) and overview of all job progress
- Edgardo Quiroz, PE, SE, Structural Design
- Donna Rammell, PE, Electrical Design
- Butch Matthews, Cost Estimating

Team members have extensive experience completing similar assignments for the City and numerous other public and private water suppliers.

Project Terms and Conditions

BC proposes to complete this assignment working under the terms of the City's standard consulting contract previously agreed to by BC as part of other assignments in 2011 and 2012 for the City.

Schedule

Attachment B provides an initial Microsoft Project schedule for key project activities. We will use this schedule as a management tool throughout the project.

Compensation

Compensation for services shall be on a time-and-expense basis, for a limiting fee not to exceed \$117,252 for base services as detailed in Attachment A. Labor will be charged at direct labor rates as presented in Attachment D. Labor costs include postage, computer charges and copying.

We look forward to the opportunity to perform the work for you. Please call Tom Birmingham at 925.210.2352 or Bill Faisst at 925-210-2384 with any questions.

Very truly yours,

Brown and Caldwell



William K. Faisst
Vice President



Thomas Birmingham, PE, PMP
Project Manager

WKF/TB:dem

Attachments: A: Scope of Work
B: Project Schedule
C: Preliminary Drawing List
D: Hourly Rates and Labor Effort Estimate

Attachment A

City of Antioch Cambridge Booster Pump Station Upgrades

Scope of Work

Brown and Caldwell (BC) will complete the following tasks to design the Cambridge Booster Pump Station (BPS) upgrades. Attachment C presents a preliminary list of drawings expected as necessary for a comprehensive bid document.

Description of Facilities

Based on discussion with The City of Antioch (City) staff and review of available facilities and site limitations, BC expects that upgrades to the Cambridge BPS will include the following components and capacity listed in Table A-1:

Table A-1. Description of Cambridge Booster Pumping Station Capacity and Components		
Item	Description	Comments
Booster pumps	Two pumps at 50 to 60hp each, with capacities of 700 to 850 gpm each.	Vertical turbine, mounted over deep, concrete reinforced cans, located outside without sun shade.
Pump motors	Heavy-duty, inverter duty.	
Pump discharge valves	Swing check.	Use VFDs to control surge on start-up and shutdown.
Pump operation	12- or 18-pulse variable frequency drives.	Likely located outside against north wall of building.
VFD cabinet	NEMA 4X with dedicated AC cooler.	Mount outside due to space constraints within the BPS.
Pump water source	16-inch-diameter Cambridge Reservoir inlet/outlet pipeline.	
Pump discharge	Connected to 12-inch-diameter Mira Vista Hills Reservoir inlet/outlet pipeline.	
Power feed	From existing MCCs in BPS, through breakers in spare bucket.	
Pump instrumentation	Pump suction and discharge pressures, ready/running status and percent of full speed.	
Flow rate	6-inch magnetic flow meter in new precast vault.	Traffic-rated vault cover; flow meter will not have a bypass.
Pump control	Flow rate set locally on VFD or automatically selected through PLC.	
Pump activation	Through existing PLC.	

Task 1. Project Management

BC's project management tasks include routine communication with City staff, day-to-day project tracking, monthly internal meetings and monitoring, internal quality assurance/quality control (QA/QC) reviews with independent review of the Basis of Design Technical Memorandum (TM) and 90 percent design documents, and monthly progress reporting and invoicing.

Deliverables: Monthly invoices and progress reports; agendas and meeting minutes.

Task 2. Basis of Design Document Preparation

BC will complete the following subtasks for the Cambridge BPS Design.

2.1 Basis of Design Draft Technical Memorandum

Prepare and submit a draft Basis of Design TM that documents design assumptions and parameters and describes proposed pump capacity, operation and control. Basis of Design TM will be based on information listed in Table A-1.

Deliverables:

- One draft Basis of Design Technical Memorandum (TM) (approximately two pages)
- Preliminary Project Schedule
- Summary of Design Criteria
- Pump and System Curves
- Draft drawings:
 - Preliminary Site Plan
 - P1 Symbols, Abbreviations, Notes, etc.
 - P400 P&ID
 - M400 Mechanical Plan and Sections
 - E40 Single Line
- Specifications Outline

2.2. Basis of Design Final TM

Respond to City review comments (one set of collated comments) and submit the final TM electronically.

Deliverables:

- Final Basis of Design TM (approximately two pages)
- Updated Project Schedule
- Summary of Design Criteria
- Pump and System Curves
- Preliminary drawings
 - Preliminary Site Plan
 - P1 Symbols, Abbreviations, Notes, etc.
 - P400 Process and Instrumentation Diagram
 - M400 Mechanical Plan and Sections
 - E40 Single Line
- Specifications Outline
- Responses to City comments.

2.3. Site Visit and Kickoff and Review Meetings

Conduct a site visit and attend one kickoff meeting with City staff on the same trip. Attend one review meeting approximately five business days after submitting the draft Basis of Design TM. At the draft TM review meeting, present the design, review the rationale behind the design concepts and proposed approach, and receive a single set of collated review comments from the City. Prepare and submit meeting

agendas electronically five working days before meetings. Prepare and submit meeting minutes electronically within five working days following kick off meeting and design review meeting.

Deliverables:

- Agenda and Kickoff Meeting minutes (submitted electronically)
- TM Review Meeting Minutes

Task 3. 90 Percent Design Document Preparation

3.1 90 percent Design

Address City review comments from the Basis of Design TM and prepare design plans and specifications to a 90 percent level of detail.

Deliverables:

- 90 Percent Design Drawings
- 90 Percent Specifications

3.2. Cost Estimate

Prepare Opinion of Probable Construction Cost in accordance with the AACE International (AACE) criteria; this is a Class 1 estimate, defined as a Baseline Check Estimate or Final Control Estimate.

Deliverables:

- Opinion of Probable Construction Cost, submitted electronically about 10 working days after submittal of the 90 percent design.

3.3. 90 percent Design Review Meeting

Attend one review meeting after submitting the 90 percent design documents. At the review meeting, present the design, review detailed design, and receive a single set of collated review comments from the City. Prepare and submit meeting agendas electronically five working days before meetings. Prepare and submit meeting minutes electronically within five working days following 90 percent review meeting.

Deliverables:

- Review Meeting Minutes (submitted electronically)

Task 4. 100 Percent Design Document Preparation

Address City review comments from the 90 percent design report and prepare the 100 percent design plans and specifications.

4.1. 100 percent Design

Address all 90 percent review comments and carry the BPS design through to final completion. Develop final standard details and finalize general notes and constraint descriptions. Complete all technical specifications to final complete status.

Deliverables:

- 100 Percent Design Drawings on a CD with drawings in ACAD format, one half-size drawing set on bond, and one full-size drawing set on bond.
- 100 Percent Specifications on a CD with technical specifications in Word format and one camera-ready set of paper copies.

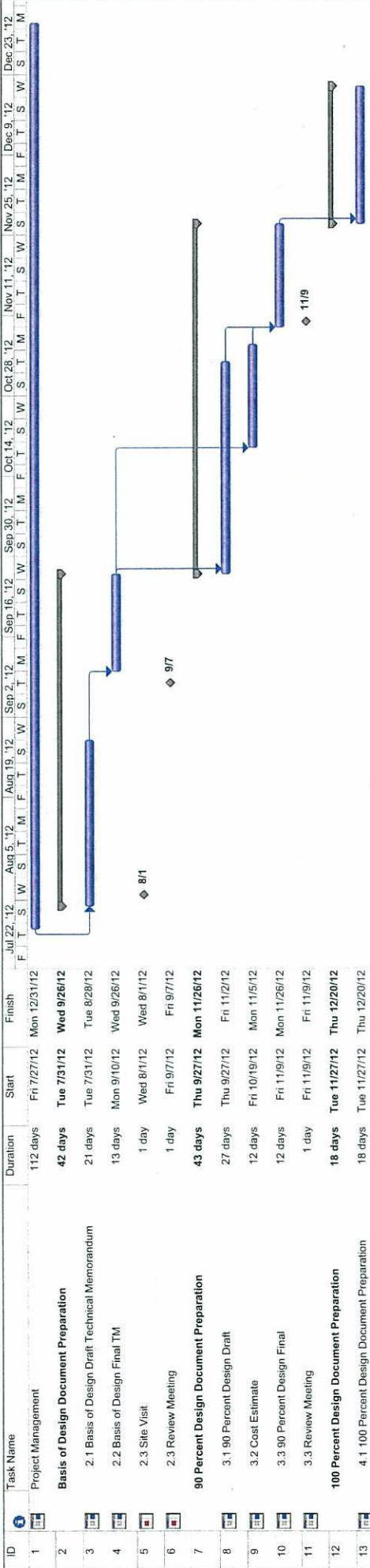
Project Assumptions

The scope of work includes the following assumptions:

- A-1.** City will provide reasonable access to staff and facilities for discussions with Consultant. City staff required to make key decisions will be available at review meetings.
- A-2.** City will contract directly for potholing location of the existing Cambridge BPS16-inch-diameter inlet/outlet pipeline.
- A-3.** The City will provide one set of collated review comments to BC within 10 working days of receiving Basis of Design TM and 90 percent design submittal.
- A-4.** Project duration will be five months.
- A-5.** City's preferred system house will carry out any required supervisory control and data acquisition (SCADA) programming locally at the pump station Remote Terminal Unit (RTU) and remotely at a central control station. The existing site RTU will be used for connecting new status and control signals for the new booster pumps.
- A-6.** Wherever practical, notes on drawings will specify acceptable equipment by manufacturer, model number, and required materials and features.
- A-7.** The project budget includes three meetings (kickoff meeting, Basis of Design review meeting, and 90 percent review meeting) attended by two BC staff. Project budget does not include attendance at public meetings.
- A-8.** BC services only address completion of detailed design. City and Consultant will agree to bidding assistance and construction period services by subsequent mutual agreement.
- A-9.** City staff will obtain all required permits.
- A-10.** City will provide one set of its latest standard details in AutoCAD format, and a copy of the City's latest front-ends in Microsoft Word format for construction projects.
- A-11.** Existing utility service capacity is suitable for adding the new booster pump motor loads estimated at 50hp each. Coordination with the utility for additional service capacity is not required.
- A-12.** Project will include no new landscaping and no new architectural drawings.
- A-13.** Brown and Caldwell will use existing geotechnical investigation for the Cambridge Reservoir and BPS and surveying on original design drawings for these facilities as the basis for the new design.
- A-14.** BC will not participate in any public meetings.
- A-15.** BC will not prepare a traffic control plan for the new design.

Attachment B
City of Antioch Cambridge Booster Pump Station
Proposed Design Schedule

Cambridge Booster Pumping Station Design



Attachment C

City of Antioch Cambridge Booster Pump Station

Table C-1. Preliminary Drawing List

Number	Description
	Cover Sheet with Drawing Index, Location Map, Seals, City Approvals
G1	General Notes, Symbols, and Abbreviations
C1	Site Plan
C2	Civil Details
S1	Structural Notes
S400	Structural Plans and Sections
P1	Symbols, Abbreviations, Notes, etc.
P400	P&ID
M400	Mechanical Plan and Sections
M401	Mechanical Sections and Details
E1	Electrical Symbols and Abbreviations
E2	Electrical Details 1
E3	Electrical Details 2
E40	Single Line Diagram and Cabinet Elevations
E41	Control Diagram
E42	Building and New Pumps Site Plan

Attachment D
Hourly Rates and Labor Effort Estimate

ATTACHMENT D

Antioch, City of (CA) -- Cambridge Booster Pump Station																	
Phase /Phase Description	Birmingham, Thomas F.	Romero, Angela	Falst, William K.	O'Malley, Denis M.	Quroz, Edgardo	Wilkins, Eric J.	Fennell, Donna L.	Sturges, Gregory R.	Mathews, James L.	Tanner, Deanna L.	White, David M.	Total Labor Hours	Total Labor Effort	Other Travel	Total ODCs	Total Expense Effort	Total Effort
	\$175.00	\$98.00	\$240.00	\$240.00	\$240.00	\$110.00	\$210.00	\$135.00	\$218.00	\$98.00	\$222.00						
	34	0	22	0	3	2	30	83	0	16	0	190	31,243	100	100	100	31,343
001 Preliminary Design																	
	34	0	20	0	10	8	56	75	44	8	0	255	46,291	100	100	100	46,391
002 90 Percent Design																	
	24	0	16	0	4	8	24	60	0	4	0	140	23,412	0	0	0	23,412
003 100 Percent Design																	
	26	18	6	20	0	0	0	0	0	0	16	86	16,106	0	0	0	16,106
004 Project Management																	
GRAND TOTAL	118	18	64	20	17	18	110	218	44	28	16	671	117,052	200	200	200	117,252

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JULY 10, 2012**

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

DATE: June 13, 2012

SUBJECT: Amendment to the Consultant Services Agreement for Professional Services with Ann B. Spaulding.

RECOMMENDATION

It is recommended that Council approve the Seventh Amendment to the Consultant Services Agreement with Ann B. Spaulding for assistance in support of our negotiations with the California State Department of Water Resources (DWR) and interactions regarding the Bay Delta Conservation Plan, the Delta Protection Commission, the Delta Stewardship Council and the State Department of Natural Resources.

BACKGROUND INFORMATION

Due to the continuous state and federal processes working to develop new visions for the Sacramento-San Joaquin Delta, specifically with the Delta Stewardship Council, City staff has put together a team of experts to assist in monitoring the potential impacts on our existing water rights. Over the past several years, Spaulding Environmental has been providing support to the City in attending meetings and reporting on issues regarding the Bay Delta Conservation Plan, Delta Stewardship Council, Delta Protection Commission, State Water Resources Control Board, Delta Legislation and Contra Costa County processes that have the potential to impact delta flow circulation and Antioch's reliance on the delta as a primary surface water supply.

Staff is recommending the term of the contract be extended until June 30, 2013 and increase the compensation by an additional \$50,000.00 (fifty thousand dollars). The original contract has been approved as to form by both the City Manager and City Attorney.

FINANCIAL IMPACT

The City's Fiscal Year 2012/13 Water Enterprise Account includes funding for these professional services.

OPTIONS

No options are suggested at this time.

ATTACHMENTS

A: Amendment to Agreement for Professional Services

ATTACHMENT "A"

SEVENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SEVENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES is entered into this 11th day of July 2012, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and ANN B. SPAULDING ("CONSULTANT").

RECITALS

WHEREAS, on April 3, 2008, CITY and CONSULTANT entered into an Agreement for Professional Consulting Services; and

WHEREAS, the parties have agreed to modify the services and compensation of that Agreement;

NOW, THEREFORE, THE PARTIES DO MUTALLY AGREE AS FOLLOWS:

1. **SERVICES.** Section 1 of the Agreement, "Services" is amended to include the following provision:

The term of the contract is extended until June 30, 2013.

2. **COMPENSATION.** Section 2 of the Agreement, "Compensation" is amended to include the following provisions:

CITY hereby agrees to Pay Consultant an additional sum not to exceed \$50,000.00 (fifty thousand dollars), notwithstanding any contrary indications that may be contained in the Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement.

All other terms and conditions of the existing Agreement shall remain in full force and effect.

CITY OF ANTIOCH

ANN B. SPAULDING

By: _____
Jim Jakel, City Manager

By: _____
Ann B. Spaulding

APPROVED AS TO FORM:

By: _____
Lynn Tracy Nerland, City Attorney

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF JULY 10, 2012**

Prepared by: Victor Carniglia, Consultant for the City of Antioch 

Date: July 3, 2012

Subject: Resolution Authorizing the City Manager to Execute a Contract Extension with the Environmental Consulting Firm CirclePoint to Update and Augment the Existing Environmental Documentation Prepared for the Northeast Antioch Annexation

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute a contract extension with the consulting firm CirclePoint to update and augment the existing environmental documentation for the Northeast Antioch Annexation.

BACKGROUND INFORMATION

The current environmental documentation for the Northeast Antioch Annexation, which consists of a Mitigated Negative Declaration, was prepared by the consulting firm CirclePoint in 2010. The City's legal consultant assisting the City on the Northeast Antioch Annexation (Jarvis, Fay, Doporto & Gibson), as well as the City Attorney, recommended that a number of enhancements and updates be made to the existing Mitigated Negative Declaration, due at least in part to the need to include Areas 2a and 2b with the annexation. Staff is proposing that the same consulting firm (CirclePoint) be used that prepared the 2010 environmental documents, given their familiarity with the project and project area. The contract would be an extension of this earlier effort. The cost of the work is \$54,000.

FISCAL IMPACTS

As just noted, the cost of the work to update the environmental documentation is \$54,000. A source of funding for this work has not yet been identified. Typically, funding in this situation is provided by property owners that have a significant interest in the issue at hand, in this case annexation. Discussions between City staff and appropriate property owners on this issue of funding are ongoing, and an update will be provided prior to or at the City Council meeting concerning this question of funding. Delay in securing funding would negatively impact the timing of the annexation process.

OPTIONS

The City Council could consider the following options:

1. Council could request that the work be put out to bid. Such an action would entail a 2 to 3 month delay, as an RFP would need to be prepared, proposals received and reviewed etc. It is likely that selecting a firm unfamiliar with the area and project issues would entail further delays and additional costs.
2. If the Council does not approve the contract extension, then the City would rely on the existing environmental documentation for the Northeast Annexation.

ATTACHMENTS

None.

RESOLUTION NO. 2012/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT EXTENSION WITH THE ENVIRONMENTAL CONSULTING FIRM CIRCLEPOINT TO UPDATE AND AUGMENT THE EXISTING ENVIRONMENTAL DOCUMENTATION PREPARED FOR THE NORTHEAST ANTIOCH ANNEXATION

WHEREAS, in June 2007 the City Council directed City staff to file an annexation application for Area 1 of the Northeast Antioch Area with the Contra Costa County Local Agency Formation Commission (LAFCO), and

WHEREAS, in August 2007 City staff filed an annexation application for Area 1 with LAFCO, and

WHEREAS, in June 2010 the City Council adopted a Mitigated Negative Declaration as the appropriate environmental documentation for the Northeast Antioch Annexation, and

WHEREAS, the City Council on June 12, 2012 in response to a letter received from LAFCO, directed City staff to file annexation applications for Areas 2a and 2b of the Northeast Antioch Area, and

WHEREAS, the City Council, in the interest ensuring that the CEQA documentation for the Northeast Antioch Annexation is as up to date and thorough as possible, supports updating and augmenting the existing environmental documentation that was approved in June 2010, and

WHEREAS, the City Council in consideration of the efficiencies inherent in utilizing the same consulting firm that prepared the environmental being updated, supports the City retaining that same consultant to perform the update.

NOW THEREFORE BE IT RESOLVED THAT the City Council authorizes the City Manager to execute a contract extension with the consulting firm CirclePoint to update and augment the existing environmental documentation for the Northeast Antioch Annexation.

* * * * *

I HEREBY CERTIFY that the foregoing recommendation was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 10th day of July 2012 by following vote:


AYES:

NOES:

ABSENT:

DENISE SKAGGS, City Clerk

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF JULY 10, 2012**

FROM: Lynn Tracy Nerland, City Attorney 
DATE: July 3, 2012
SUBJECT: Kelly's Card Room

ACTION:

Provide direction regarding the request of Blarney LLC to allow Kelly's card room license at 408 O Street not to expire and be extended for six months (or longer) to allow the potential new buyers to propose the transfer of the license to another site, which has not been identified yet.

BACKGROUND:

Card Rooms in Antioch

Antioch historically had a number of card rooms and until recently, two had State and City licenses to operate: Kelly's at 408 O Street and The Nineteenth Hole at 2746 W. Tregallas. Under the City's current ordinance, each card room is limited to four tables with the Council having the discretion to allow up to 6 tables per card room. In the 1980s both card rooms were allowed to increase to six tables. Pursuant to Municipal Code section 5-4.05, no license shall be issued for a card room other than in an established place of business and the other business (e.g. restaurant) is the "major business of the place rather the business of operating such card room."

In 2011, when the City Council was considering Municipal Code amendments to transfer the responsibility for issuing individual card room worker/dealer permits to the State Gambling Control Commission ("Commission"), Kelly's requested further Municipal Code revisions and expressed a desire to move to a larger location with more tables. While these issues were being discussed, the City learned that Albert Cianfichi, the owner of Kelly's, was the subject of an enforcement action by the California Attorney General's Office before the Commission. As staff understands, the Settlement and Order reached in that enforcement action required the payment of fines, closure of Kelly's and the revocation of Mr. Cianfichi's gambling license unless he finds a bona fide buyer approved by the Commission within a certain time period.

Kelly's was closed by Commission Order on January 23, 2012. Under the Municipal Code, this means that that the card room license issued by the City for Kelly's would automatically expire after six months of no activity on July 23, 2012, unless the City Council approves a business relocation by then (no application has been submitted for another site) or grants an additional six months for a relocation application. If Kelly's card room license from the City expires, then it likely cannot be "re-activated" given the statewide moratorium on new card rooms and depending on the status of the State-issued card room license for Kelly's.

State Regulation of the Card Room Industry

Card rooms (sometimes called card clubs or poker clubs) existed in California from the 1800's but in 1860 house-banked games were prohibited by the State. From then, the card room was not to have a stake in a game, but act as the "neutral overseer" with players charged a fee by time period or hand played. This contrasts to the approach at Nevada-style house-banked casinos.

In 1984, the California Legislature required the Attorney General's office to provide uniform, minimum regulation of California card rooms. In 1997, the California Legislature enacted the Gambling Control Act ("Act") to provide more comprehensive oversight of California's gambling industry. The Act created a bifurcated system involving the Division of Gambling Control within the Attorney General's Office and the five-member California Gambling Control Commission ("Commission") appointed by the Governor.

In 2000, California voters amended the California Constitution to permit Class III (casino-style) gaming on Indian land subject to a gaming compact between the Tribe and the State. However, card rooms continue to be limited as to the kinds of games that can be played. In addition, through January 2015, California generally has a moratorium on new card rooms beyond those authorized in January 1996, but does allow for up to a 25% expansion in certain areas such as gambling tables, hours of operation, etc. if approved by the City Council.

According to the website for the California Gambling Control Commission, in 2011 there were 89 card rooms in 70 jurisdictions in California, not including tribal gaming establishments. The Attorney General's Office prepared a report with more details about gambling in California, including card rooms that can be found at this website (<http://ag.ca.gov/gambling/pdfs/GS98.pdf>).

Municipal Code Provisions regarding Card License Expiration and Transfer

The Municipal Code chapter regarding card rooms (Attachment A) includes the provisions below that address the expiration and transfer of a card room license issued by the City of Antioch with the most relevant portions in italics:

§ 5-4.08 LICENSE NONTRANSFERABLE; EXCEPTIONS.

(A) Except as provided in § 5-4.08 of this chapter, *no card room license shall be assignable or transferable, except that such license may be transferable to the purchaser of that established business where the license is used and operated; however, the transferee, before operating the card room, shall obtain permission for the card room license transfer from the Council* in the same manner as for an original issuance, the Chief of Police forwarding his report and recommendation to the Council prior to action being taken. The approval or disapproval of any card room license transfer permitted by this section shall be within the sole discretion of the Council based on the criteria established by this chapter. If a request for a transfer has not been made within 60 days after the business sale takes place, the card room license may be distributed to another person.

(B) In the event the existing business to which the card room license is necessarily attached reverts to the former card room license holder because of the nonpayment of the purchase price or by reason of contract, operation of law, or otherwise, the card room license may be transferred to the former card room license holder subject to Council approval as specified for all transfers. In all other cases, the license shall automatically expire. The provisions of this section shall be broadly construed so as to give effect to the intent thereof.

§ 5-4.09 SUSPENSION AND REVOCATION OF LICENSE.

(A) The Council may suspend or revoke a card room license on any of the grounds set forth in § 5-4.04 of this chapter, on the ground that the card room business has become the main business of the establishment, or on the ground that the licensee has violated a provision of this chapter. *If a card room license is not used by the operation of card tables on the premises to which the card room license is attached for a period of six consecutive months, the card room license shall automatically expire.*

(B) *However, a card room license may be moved from one established business location to another by the licensee provided the new location has been first approved by the Council within six months after card room activity has ceased at the premises to which the card room license was last attached. The Council may grant an additional six months for a business relocation upon a showing of hardship by the licensee.*

Accordingly, a City-issued card room license cannot be transferred to another owner or location without the City Council's approval. Further, if a card room is not operated for six months, then the license expires automatically, unless the City Council has approved a new location for that license. The Council may grant another six months for a business relocation "upon a showing of hardship by the licensee" for a total of one year from the cessation of card room activities.

With Kelly's closure on January 23, 2012, the card room license issued by the City would automatically expire on July 23, 2012, unless the City Council approves a business relocation by then or grants an additional six months for a relocation application. If Kelly's card room license from the City expires, then it likely cannot be "re-activated" given the statewide moratorium on new card rooms and depending on the status of the State-issued card room license for Kelly's.

Blarney LLC interest in Kelly's License

Given the moratorium on card room licenses, there has been interest in the purchase of the Kelly's license and business by a number of individuals/companies over the past months. Currently, the limited liability company of Blarney LLC has an application pending before the California Gambling Control Commission for the purchase of the Kelly's building and card room license. Richard Shindle, who already has an approved ownership interest in the 101 Casino in Petaluma, has put together the investor group for Blarney LLC and intends to make a presentation to the City Council at the July 10th meeting (see Attachment B). He has concerns about the viability of the building and operations at the 408 O Street location and will be setting forth his proposal.

Further, City staff understands that Blarney LLC desires an additional six months (i.e. 18 months from closure on January 23, 2012 or a year from July 2012) to bring forward a new location (or alternate locations) for the City Council's consideration.

FINANCIAL IMPACTS:

The City collects an annual license fee of \$260 per table, but has not been collecting a gross revenues business license tax as well. Thus, card room revenue is a small portion of the City's revenues (less than 1/10th of 1%). In contrast, some cities receive 1/3 or more of revenues from card rooms. For example, the City of Emeryville has a 9% gross receipts tax or \$1,000 per table per month, whichever is greater, on the 40 tables at The Oaks Card Club. Contra Costa County's fee is \$500 per table per year for card rooms licensed before 1995 and 13 ½ % of the monthly gross revenue for newer or expanded card rooms.

If the City Council were to entertain a proposal from Blarney LLC, it is staff's recommendation that increased financial remuneration to the City be addressed as other jurisdictions have done. This could be accomplished with a Development Agreement perhaps followed by a comprehensive business license tax update approved by the voters, including provisions for increased taxes paid by card rooms.

OPTIONS:

At this time, it would be helpful to staff and Blarney LLC, the prospective buyer of Kelly's, to know whether the City Council would prefer to have the City-issued card room license at Kelly's expire at the end of this month, so that no further effort needs to be expended on this matter.

If the City Council was interested in considering a proposal for a relocated Kelly's as requested by Blarney LLC, then under the current Municipal Code provisions, a six-month extension can be granted if the Council finds a "hardship" given that six months have nearly passed. If the prospective owners require additional time, then a Municipal Code amendment would likely need to be approved allowing the City Council to approve another six-month extension. The State needs to approve Municipal Code amendments dealing with card rooms.

ATTACHMENTS:

- A. City's Current Card Room Ordinance
- B. Information from Richard Shindle

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Antioch, CA Code of Ordinances

TITLE 5: PUBLIC WELFARE, MORALS, AND CONDUCT**CHAPTER 4: CARD ROOMS****CHAPTER 4: CARD ROOMS**

Section

- [5-4.01](#) Definitions
- [5-4.02](#) Number of location and licenses limited
- [5-4.03](#) License application
- [5-4.04](#) License; denial
- [5-4.05](#) License; issuance to established businesses only
- [5-4.06](#) License fee
- [5-4.07](#) Failure to pay fees; revocation of licenses
- [5-4.08](#) License nontransferable; exceptions
- [5-4.09](#) Suspension and revocation of license
- [5-4.10](#) Card room work permit required
- [5-4.11](#) Card room work permit application; fee
- [5-4.12](#) Card room work permit nontransferable
- [5-4.13](#) Card room work permit; suspension and revocation
- [5-4.14](#) Rules and regulations
- [5-4.15](#) Conducting unlicensed card rooms unlawful
- [5-4.16](#) Games prohibited by state laws unlawful
- [5-4.17](#) Exemptions

§ 5-4.01 DEFINITIONS.

For purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACT. Cal. Bus. and Prof. Code, Division 8, Chapter 5, known as The Gambling Control Act.

CARD ROOM. Any room, enclosure, or space furnished with a table or tables used, or intended to be

used, as a card table for the playing of cards and similar games, the use of which table is available to the public, or any portion of the public.

CARD ROOM EMPLOYEE. Any natural person employed in the operation of a card room, including, without limitation, dealers, floor personnel, security employees, countroom personnel, cage personnel, collection personnel, surveillance personnel, data-processing personnel, maintenance personnel (but not personnel involved only in maintenance of the exterior of the premises), waiters and waitresses, and secretaries, or any other natural person whose employment duties require or authorize access to card rooms.

COMMISSION. The California Gambling Control Commission.

LICENSE. Any license issued by the Commission pursuant to the Act and regulations adopted pursuant to the Act authorizing the holder to operate a card room operation or be employed in the operation of a card room in a supervisory capacity.

WORK PERMIT. Any card, certificate, or permit issued by the Commission, authorizing the holder to be employed as a card room employee.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.02 NUMBER OF LOCATION AND LICENSES LIMITED.

It is hereby found and determined that the public health, safety, and welfare require that the number and location of licensed card rooms in the city be limited, and the following regulations are required to fulfill such objectives:

(A) The total number of licensed card rooms permitted in the city shall be five, unless otherwise limited by the Act or subsequent state law. Licensed card rooms in existence on March 26, 1985, may be allowed to continue in operation. However, no card room license shall be issued which would cause the number of card rooms to exceed five. This restriction shall not apply to transfers of a license at an existing licensed location.

(B) When, pursuant to the provisions of this section, a card room license can be granted, it shall be granted or denied in the numerical order in which the application was made, all applications being subject to the provisions of this chapter.

(C) No card room license shall be granted, nor shall the transfer of the location of an existing card room license be authorized, until a use permit has first been obtained. A use permit may be granted if the proposed location will be desirable to the public convenience or welfare and will be in harmony with the zoning provisions, the General Plan, and any specific plan and if the location is proper in relation to adjacent uses.

(D) No more than one card room license shall be issued for the downtown area. The downtown area is described as that territory bounded by the San Joaquin River to Sixth Street and L to A Streets. The Council finds that in the past an undue concentration of card rooms in the downtown area has helped lead to blighting conditions.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.03 LICENSE APPLICATION.

(A) *Application to Commission; requirements.* Every person making an application for a card room license shall submit an application under oath to the Commission for review and consideration, pursuant to the procedures and fee schedule in the Act and regulations set by the Commission.

(B) *Application to city; requirements.* Every person making an application for a card room license shall submit an application, under oath, to the Chief of Police, which shall include the following:

(1) The true names and addresses of the applicant and of all persons financially interested in the business. **PERSONS FINANCIALLY INTERESTED** shall include all persons who share in the profits of the business in any form;

(2) The criminal record, if any, of any of the persons named in the application;

(3) The fingerprints and photographs of the applicant and of all persons financially interested in the business;

(4) Any other information required by the Chief of Police; and

(5) Any application fee and/or deposit required under the Master Fee Schedule

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.04 LICENSE; DENIAL.

(A) *Denial by Commission; grounds.* The Commission, upon the receipt of the application, shall either grant or deny the application. Denial may be upon one or more of the grounds in the act and/or regulations set by the Commission.

(B) *Denial by the Council; grounds.* The Council, upon the receipt of the report of the Chief of Police, shall either grant or deny the application. Denial may be upon one or more of the following grounds:

(1) That the applicant or any person financially interested in the business has been convicted of a felony;

(2) That, in the opinion of the Council, the applicant or any person financially interested in the business is not of good moral character;

(3) That any of the information furnished or required in the application was false or omitted with the intent to conceal the facts; and

(4) That, in the opinion of the Council, the proposed location for the card room would be incompatible with the uses being made of the property in the immediate vicinity and injurious to the health, safety, or morals of the people of the city.

(C) *Denial; effect.* Denial of the application shall cause the applicant to lose his place on the numerical ranking list. If the applicant desires future consideration, he shall file a new application, which shall be placed at the bottom of the numerical ranking of applicants.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.05 LICENSE; ISSUANCE TO ESTABLISHED BUSINESSES ONLY.

In addition to the other requirements contained in this chapter, no license shall be issued for a card room other than in an established place of business of sufficient size and volume that the already established business is the major business of the place rather than the business of operating such card room.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.06 LICENSE FEE.

(A) Every person conducting, using, and/or maintaining on premises owned, used, or leased by him any card room or card tables which may be used by patrons of the premises shall pay a license fee in the amount established in the Master Fee Resolution and the fee schedule in the Act and regulations set forth by the Commission.

(B) The license fees for card tables shall be in addition to any other license fees or taxes imposed upon the established business therein.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.07 FAILURE TO PAY FEES; REVOCATION OF LICENSES.

If any person conducting a card room shall fail to pay the fees specified by § 5-4.06 of this chapter following notice from the Finance Department that such fees are delinquent, the Director of Financial Services shall so notify the Chief of Police. The Chief of Police shall notify the licensee of the intention of the Chief of Police to revoke the card room license for failure to pay the fees. If such fees are not then paid within ten calendar days after such notice, the Chief of Police shall revoke such license. During the ten calendar day time period, the licensee may have the opportunity to present to the Chief of Police evidence that the amount of fees being assessed is incorrect. The Chief of Police may order the adjustment of the fees being imposed. If payment is made prior to revocation, a 50% penalty shall be added to the fees due and owing. The remedy of revocation shall be in addition to the civil or criminal remedies

available to the city.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.08 LICENSE NONTRANSFERABLE; EXCEPTIONS.

(A) Except as provided in § 5-4.08 of this chapter, no card room license shall be assignable or transferable, except that such license may be transferable to the purchaser of that established business where the license is used and operated; however, the transferee, before operating the card room, shall obtain permission for the card room license transfer from the Council in the same manner as for an original issuance, the Chief of Police forwarding his report and recommendation to the Council prior to action being taken. The approval or disapproval of any card room license transfer permitted by this section shall be within the sole discretion of the Council based on the criteria established by this chapter. If a request for a transfer has not been made within 60 days after the business sale takes place, the card room license may be distributed to another person.

(B) In the event the existing business to which the card room license is necessarily attached reverts to the former card room license holder because of the nonpayment of the purchase price or by reason of contract, operation of law, or otherwise, the card room license may be transferred to the former card room license holder subject to Council approval as specified for all transfers. In all other cases, the license shall automatically expire. The provisions of this section shall be broadly construed so as to give effect to the intent thereof.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.09 SUSPENSION AND REVOCATION OF LICENSE.

(A) The Council may suspend or revoke a card room license on any of the grounds set forth in § 5-4.04 of this chapter, on the ground that the card room business has become the main business of the establishment, or on the ground that the licensee has violated a provision of this chapter. If a card room license is not used by the operation of card tables on the premises to which the card room license is attached for a period of six consecutive months, the card room license shall automatically expire.

(B) However, a card room license may be moved from one established business location to another by the licensee provided the new location has been first approved by the Council within six months after card room activity has ceased at the premises to which the card room license was last attached. The Council may grant an additional six months for a business relocation upon a showing of hardship by the licensee.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.10 CARD ROOM WORK PERMIT REQUIRED.

No person shall work as a card room employee without first obtaining a work permit from the Commission, nor shall any licensee of a card room employ any person as a

card room employee who does not possess a valid work permit.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.11 CARD ROOM WORK PERMIT APPLICATION; FEE.

An applicant for a card room work permit shall submit his or her application to the Commission for review and consideration, pursuant to the procedures and fee schedule in the act and regulations set by the Commission.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.12 CARD ROOM WORK PERMIT NONTRANSFERABLE.

No card room work permit shall be assignable or transferable.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.13 CARD ROOM WORK PERMIT; SUSPENSION AND REVOCATION.

The Chief of Police may temporarily suspend a work permit on the ground that the permittee has violated any provision of this chapter or the Act, pending action by the Commission.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.14 RULES AND REGULATIONS.

No person, either as a licensee or employee, shall maintain, operate, or permit any act within a card room in violation of any of the following regulations:

- (A) Not more than one card room shall be located at one business location.
- (B) Four card tables shall be automatically allowed per card room. The Council, in its discretion, may allow up to six card tables per card room.
- (C) The number of players permitted at one card table shall be as prescribed by state law.
- (D) Card rooms shall be open to police inspection during all hours of operation.
- (E) Each card table, during the time of play at such table, shall have assigned to it a person holding a valid work permit. Such person shall be in charge of, supervise, and conduct the game strictly in accordance with the laws of the state and the provisions of this chapter.
- (F) Only game authorized by state law to be played shall be permitted to be played in any card room.

(G) Only table stakes shall be permitted.

(H) No person under the age of 21 shall be permitted at any card table, or participate in any game, or remain in a card room.

(I) No intoxicated person shall be permitted in any card room.

(J) The licensee shall post in every card room, in letters plainly visible throughout the room, signs stating the hourly rate or cost per hand charged for the use of the tables in such card room and each other of the regulations set forth in this section as the Chief of Police may require.

(K) Each card room shall adopt a schedule of the hours of operation, after the schedule has been approved by the Chief of Police. Such approved schedule of hours shall be clearly posted at the gambling establishment so as to give law enforcement and patrons adequate notice of the hours of operation. Unless otherwise restricted, a card room may be allowed to operate 24 hours each day.

(L) (1) No player in any licensed Antioch card room shall be permitted to wager or raise a wager by more than the following amounts:

(a) \$200 for individual bets in Blackjack or California games that feature a rotating player-dealer position, except for games described in division (c) which shall have higher limits;

(b) \$200 for individual bets in Limit Poker games;

(c) \$500 for individual bets in No Limit and Double Hand Poker games; and

(d) \$50 for individual bets in any other card room game permitted by California law.

(2) Any licensed card room may increase their current wagering limits as stated above, provided, however, that no card room may increase its wager limit in any amount for any game until it has received prior approval from the Chief of Police. During hours of operation, card rooms shall clearly post the wagering limit rules at the tables where the games are offered, to provide patrons adequate notice of those rules.

(M) Each card room shall be responsible and liable for its patrons' safety and security in and around the card room. Each card room shall adopt a plan to provide for the safety and security of patrons, after the plan has been approved by the Chief of Police.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.15 CONDUCTING UNLICENSED CARD ROOMS UNLAWFUL.

No person shall play, deal, carry on, open, or cause to be opened, conduct, or bet at

or against any game not prohibited by the laws of the state with cards, dice, or any device for money, checks, credit, or other representative of value, except when played in a card room licensed pursuant to the provisions of this chapter.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.16 GAMES PROHIBITED BY STATE LAWS UNLAWFUL.

The provisions of this chapter shall not be construed to permit the licensing of any card room for the playing of any game prohibited by the laws of the state.

(Ord. 2051-C-S, passed 10-25-11)

§ 5-4.17 EXEMPTIONS.

Any nonprofit society, club, or fraternal, labor, or other organization, having adopted bylaws and duly elected directors and members, may be excluded from compliance with the provisions of this chapter by applying to the Council and if the Council finds that the tables are for the exclusive use of the members of the organization and that no charge is made for the use of card room facilities.

(Ord. 2051-C-S, passed 10-25-11)

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BLARNEY LLC

Richard Shindle
Blarney LLC
6335 Warehill Road
Santa Rosa, CA 95404

July 3, 2012

Lynn Tracy Nerland
City Attorney, Antioch
PO Box 5007
Antioch, CA 94531-5007

Dear Lynn

Thank you for your time in meeting with me as it relates to the possible acquisition of Kelly's Cardroom. As discussed we have entered into an agreement to acquire the Cardroom and building, and all paperwork has been submitted to the State for licensing. The Commission has deemed the application complete and has passed the application to the Bureau for completion and investigation. I am currently licensed as an owner of a Cardroom in Petaluma, Cal-Pac Sonoma, LLC (DBA – The 101 Casino). I am in the process of divesting myself of that interest so I can devote my time to this endeavor.

After entering into an agreement to acquire both the license and building, we began our due diligence and found the property located at 408 "O" Street to be in total disrepair and subject to major renovations. We met with both the Building Inspector and Health Inspector and discussed in detail their concerns as well as our own. We were completely misled by current ownership as to the condition of the building as well as the ability to begin operations in the current facility. In order to begin operation at the current location, as both a restaurant and cardroom in compliance with all health and safety regulations, would no longer make the purchase financially feasible.

Looking for a new location in the City, compliant with the zoning requirements, could require a time line of 12 months or longer depending on the condition of the future facility or property. We also realize that the current ordinance only allows for 6 months of non-operation before the City is capable of voiding the license. For us to move forward with the acquisition we would request the City Council to extend this time line so we

July 3, 2012

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could find a property and make all the necessary changes required. We hope to find a suitable location and have all suitable changes completed in a much shorter time frame. We look forward to hopefully meeting with City Council to discuss these issues.

Sincerely,

Richard Shindle

Member
Blarney LLC

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF JULY 10, 2012**

FROM: Jim Jakel, City Manager 
Lynn Tracy Nerland, City Attorney 

DATE: July 3, 2012

SUBJECT: Benefits for Elected Officials

At the Council meeting on June 26, 2012, there was City Council concurrence to place medical and retirement benefits for elected officials on the agenda.

The attached draft resolution reflects current practice with the direction that the half cash in-lieu of medical/cafeteria plan contributions be placed into deferred compensation. The resolution may be amended by the City Council prior to adoption.

BACKGROUND:

Salary

The city council of a general law city (like Antioch) may adopt an ordinance providing for salaries to the council members. (Cal. Gov't Code section 36516) An elected city treasurer and city clerk also receive a salary set by the city council, which here in Antioch is tied to the Council's salary. (Cal. Gov't Code section 36517)

The maximum Council salary is determined by a statutory formula based on population or by increases of no more than five percent for each calendar year from when the last salary adjustment was adopted pursuant to an ordinance. The Attorney General has opined that 5% per year percentage increase must be applied only once, with no compounding (89 Ops. Cal. Att'y Gen. 159 (2006)). State law further prohibits any automatic or "COLA" increases with Council salaries. (Cal. Gov't Code section 36516(a)). The salaries for the Antioch Council Members were last increased in 2006. Pursuant to Ordinance No. 1076-C-S adopted on September 12, 2006, the salary for a council member was set at \$941.20 per month effective January 1, 2007.

Benefits

The City Council adopted a travel and expense policy that provides for a car allowance of \$450 per month and communications allowance of \$100 per month for the Mayor; a car allowance of \$350 per month for Council Members, City Clerk and City Treasurer; and a communications allowance of \$50 per month for Council Members.

Other health and welfare benefits to elected officials track those provided to management employees: 5% of salary in deferred compensation (currently being waived like management employees); and a cafeteria plan that includes \$12,000 life insurance benefit and health insurance currently in the amounts of \$482.54 per month for single individual, \$873.84 per month for two-party, and \$1,132.32 per month for family. Per the management benefit document, any unused cafeteria plan funds will be split 50/50 between the city and employee/official. This saves the City funds when someone chooses not to be “double covered” (often because coverage provided by a spouse or other source) and takes half of the benefit in cash. The attached resolution provides that this amount, if taken, be put into deferred compensation.

The Human Resources Department is researching the CalPERS/PARS retirement issue for elected officials, which is more complicated by the involvement of another agency and its regulations. If information is obtained before the Council meeting, the City Council will be orally briefed then. The attached draft resolution memorializes the current practice that elected officials receive the PARS retirement benefit unless grandfathered into the CalPERS system or already receiving retirement benefits from the City.

Reductions in Compensation

Generally a change in compensation does not apply to a council member during his or her term of office. However, when the council members have staggered terms (as does Antioch’s Council Members), an increase for all council members can occur when one or more members is eligible for a salary increase because of starting a new term of office. (Cal. Gov’t Code section 36516.5) However, the California Attorney General has opined that the city council of a general law city, such as Antioch, may not reduce the salaries or benefits of the council members during their current terms of office. (80 Cal. Op. Att’y Gen. 119) This reasoning would presumably also apply to other city elected officials.

This is why the City Council has adopted a resolution annually since 2009 encouraging each elected official in Antioch (Mayor, City Council, City Treasurer and City Clerk) to voluntarily agree to a reduction in salary and automobile allowance.

OPTIONS

The attached resolution memorializes the current benefits provided to the City Council with an half cash in-lieu of medical/welfare benefits placed into deferred compensation. The City Council can propose changes to this resolution applicable to new terms of elected officials.

ATTACHMENT:

1. Resolution regarding benefits for elected officials

RESOLUTION NO. 2012/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
REGARDING BENEFITS FOR ELECTED OFFICIALS**

WHEREAS, the Antioch Municipal Code provides for the salary of elected officials; the City Council has adopted a Travel and Expense Policy that includes an automobile and communications allowance for elected officials, and elected officials have traditionally received other benefits as provided to management employees; and

WHEREAS, given the financial challenges facing the City of Antioch and the sacrifices made by employees and residents of the City, since 2009 the City Council has adopted resolutions encouraging Antioch elected officials to voluntarily agree to a salary reduction and decrease in the automobile allowance due to the immediate financial challenges facing the City; and

WHEREAS, like management employees, deferred compensation for elected officials has been waived (5% of salary);

WHEREAS, the City Council finds that providing health and welfare benefits to elected officials beyond salary is appropriate;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby memorializes that elected officials generally receive health benefits as provided to management employees and in particular a cafeteria plan that includes \$12,000 life insurance benefit and health insurance currently in the amounts of \$482.54 per month for single individual, \$873.84 per month for two-party, and \$1,132.32 per month for family; with any unused cafeteria plan funds will be split 50/50 between the city and official and the official's portion placed into deferred compensation; and

BE IT FURTHER RESOLVED that elected officials receive the PARS retirement benefit unless grandfathered into the CalPERS system or already receiving retirement benefits from the City.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the ___ day of July 2012 by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK OF THE CITY OF ANTIOCH