

***REVISED**

ANNOTATED AGENDA

for
April 9, 2013

CITY COUNCIL MEETING
Regular Meeting

Order of Council vote: AYES:

Council Members Wilson, Rocha, Tiscareno, Agopian and
Mayor Harper

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

6:00 P.M. ROLL CALL for Closed Sessions – *All Present*

PUBLIC COMMENTS for Closed Sessions – *None*

CLOSED SESSIONS:

- 1) **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code section 44956.9(d)(1): *In re Eva Quesada Romero and Gilbert Raymond Romero* [Humphrey's Restaurant], Case No. 12-44668, U.S. Bankruptcy Court, Northern District of California; **CONFERENCE WITH REAL PROPERTY NEGOTIATOR** – Property: APN066-010-018; Agency Negotiator: City Manager, City Attorney; Negotiating Parties: Wells Fargo Bank, John Majidi, Bay Area Employment Development Company; Under negotiation: price, terms of payment

No action taken

- 2) **CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION:** Initiation of litigation pursuant to California Government Code section 54956.9(d)(4): 1 potential case

No action taken

- 3) **CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to California Government Code Section 94956.9(d)(2): Claim of Albert Seeno Construction Co. and Discovery Builders, Inc. regarding fee credit dispute related to Mira Vista Hills subdivision

No action taken

- 4) **CONFERENCE INVOLVING A JOINT POWERS AGENCY** pursuant to California Government Code section 54956.96-- East Contra Costa Regional Fee and Financing Authority

No action taken

Discussion will concern: CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to California Government Code sections 54956.9(d)(2)

Name of local agency representative on joint powers agency board: Mayor Harper

7:02 P.M. ROLL CALL for Council Members – All Present

PLEDGE OF ALLEGIANCE

PROCLAMATIONS – Child Abuse Prevention Month, April 2013
National Service Recognition Day, April 9, 2013

Approved, 5/0

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

CITY COUNCIL SUBCOMMITTEE REPORTS

MAYOR’S COMMENTS

PRESENTATIONS – Contra Costa County Library’s 100th Birthday Celebration, Barbara Flynn
Winner of the Northern California Regional Science Fair, Lauren Rojas

CITY COUNCIL ADDED URGENCY ITEM AS ITEM #4

Approved, 5/0

- 4. **URGENCY ITEM:** SUPPORT FOR AB935 TO EXPAND THE (WETA) WATER EMERGENCY TRANSPORTATION AUTHORITY BOARD MEMBERS FROM FIVE (5) TO SEVEN (7) TO INCLUDE A MEMBER FROM CONTRA COSTA COUNTY

Approved, 5/0

Recommended Action: Motion to support AB935

1. **CONSENT CALENDAR**

- A. APPROVAL OF COUNCIL MINUTES FOR MARCH 26, 2013

Approved, 5/0

Recommended Action: Motion to approve the minutes

MINUTES

- B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

Recommended Action: Motion to approve the warrants

STAFF REPORT

- C. LONE TREE GOLF COURSE - CONTINUED DEFERMENT OF THE TWO OUTSTANDING CONSTRUCTION LOANS TO THE CITY OF ANTIOCH

Approved, 5/0

Recommendation: 1) Maintain the prioritization of the payment of the ABAG loan by the Antioch Golf Corporation Board of Directors.

Approved, 5/0

- 2) Continue to defer the two construction loan payments (site parking lot and additional club house/event center construction costs) until after the ABAG loan payments are current and there are sufficient revenues available over operational expenses annually to pay the ABAG loan and the two construction loans to the City.

STAFF REPORT

CONSENT CALENDAR — Continued

D. GAS PIPELINE FRANCHISE

Approved, 5/0

Recommended Action: Motion to approve the assignment of Franchise for the natural gas pipeline (Ordinance No. 801-C-S) from Venoco, Inc. to Vintage Production California, LLC, a subsidiary of Occidental Petroleum Corporation, and authorize the City Manager to execute the Assignment and Assumption Agreement (Attachment A)

STAFF REPORT

E. CONSIDERATION OF BIDS FOR THE LONE TREE WAY INTERSECTION IMPROVEMENTS, DEER VALLEY ROAD TO HILLCREST AVENUE, INCLUDING DEER VALLEY ROAD/LONE TREE WAY INTERSECTION AND THE TURN POCKET EXTENSION AT LONE TREE WAY/PREWETT PARK, ASSESSMENT DISTRICT NO. 27/31R, LONE TREE WAY CORRIDOR (P.W. 555-12C)

Approved, 5/0

Recommended Action: Motion to award the project to the low bidder, Bay Cities Paving and Grading, Inc., in the amount of \$1,476,724.72 and authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to include Measure 'J' funding in the amount of \$500,000 for this project

STAFF REPORT

END OF COUNCIL CONSENT CALENDAR

COUNCIL REGULAR AGENDA

2. RESOLUTION APPROVING PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) CONTRACT AMENDMENT TO EXCLUDE ELECTED OFFICIALS FROM PERS

Reso No. 2013/16, 5/0

Recommended Action: 1) Motion to adopt a Resolution of Intention to approve an Amendment to Contract between the Board of Administration California Public Employees' Retirement System (PERS) and the City Council of the City of Antioch to provide for the exclusion of Elected Officials on and after the effective date of this Amendment to Contract.

2) Motion to introduce the Ordinance by title only.

***To 05/14/13 for adoption, 5/0**

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

STAFF REPORT

3. UPDATE ON ANTIOCH'S WATER ISSUES AND ON-GOING DELTA ACTIVITIES

Received, 5/0

Recommended Action: Motion to receive and file the staff report regarding the current Bay Delta Conservation Plan (BDGP), Delta Stewardship Council's (DSC) Delta Plan and the State Water Resources Control Board (SWRCB) Water Quality Control Plan and Delta flow criteria

STAFF REPORT

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS

ADJOURNMENT – 9:26 *p.m.*

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

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

**March 26, 2013
Council Chambers**

5:30 P.M. - CLOSED SESSION

- 1. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION:** Initiation of litigation pursuant to California Government Code section 54956.9(d)(4): 1 potential case
- 2. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION –** Initiation of Litigation pursuant to California Government Code §54956.9 (d)(4): Claim against Contra Costa County for overcharge of Property Tax Administration Fee
- 3. CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION –** Significant exposure to litigation pursuant to California Government Code Section 94956.9(d)(2): Claim of Albert Seeno Construction Co. and Discovery Builders, Inc. regarding fee credit dispute related to Mira Vista Hills subdivision
- 4. CONFERENCE INVOLVING A JOINT POWERS AGENCY** pursuant to California Government Code section 54956.96-- East Contra Costa Regional Fee and Financing Authority

Discussion will concern: CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to California Government Code sections 54956.9(d)(2)

Name of local agency representative on joint powers agency board: Mayor Harper

City Attorney Nerland reported the City Council had been in Closed Session and gave the following report:

#1 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION, Direction was given to Staff; **#2 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION**, Direction was given to Staff; **#3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, Direction was given to staff; and **#4 CONFERENCE INVOLVING A JOINT POWERS AGENCY**, No action was taken.

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

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

PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS

Sunshine Week, March 10 – 16, 2013

Keep Antioch Beautiful Day, April 20, 2013

Mayor Harper announced the proclamation proclaiming March 10-16, 2013 as *Sunshine Week* would be given to the appropriate organization.

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the Council unanimously approved the Proclamations.

Mayor Harper presented the proclamation proclaiming April 20, 2013 as *Keep Antioch Beautiful Day* to Martha Parsons and members of the Keep Antioch Beautiful committee who thanked the City Council for the proclamation and provided locations and signup information for the event.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Michael Pollard announced the Antioch Prayer Breakfast in conjunction with the *National Day of Prayer*, would be held 7:00 A.M. – 9:00 A.M. on May 2, 2013 at the Lone Tree Golf and Event Center.

Susan Vasquez, representing the City of Antioch Recreation Department, announced the following upcoming recreational programming; Art Camp for Kids, Gymnastics Camp, and SAT Prep Class.

PUBLIC COMMENTS

Fred Hoskins, Antioch resident, submitted written comment and briefly described ideas for reducing criminal activity and creating cohesive neighborhoods in Antioch.

Eileen Batthany, Antioch resident, requested clarification with regards to the implementation and status of the City's Rental Inspection Program.

City Manager Jakel stated he would respond to Ms. Batthany's request for information.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Agopian reported on his attendance at the Antioch Unified School District and City subcommittee meeting.

Councilmember Tiscareno reported on his attendance at the Community Development Block Grant (CDBG) subcommittee meeting.

Councilmember Wilson reported on her attendance at the Community Development Block Grant (CDBG) subcommittee meeting and the African Child's Choir performance at Antioch Family Church.

Councilmember Rocha reported on her attendance at the Cesar Chavez event. She recognized Assemblyman Frazier's efforts to submit AB935, for consideration.

MAYOR'S COMMENTS

Mayor Harper reported he had attended the American Public Transportation Conference with Tri-Delta Transit, in Washington D.C. He also reported on his attendance at the opening day of baseball, the Contra Costa Transportation Authority meeting, promotion ceremony for the Antioch Police Department, and the Cesar Chavez event. He noted he had attended many meetings with community members who have expressed interest in bringing business into Antioch.

PRESENTATION

Mike Carlson and Carl Roner representing the Contra Costa County Flood Control & Water Conservation District gave a brief overhead presentation of the Upper Sand Creek Basin Restoration project. They introduced Resident Engineer, Bob Joslin.

The Council was presented with plants to identify as their own, to be planted in the basin during the ribbon-cutting ceremony for the project.

Mayor Harper thanked Mr. Carlson and Mr. Roner for the presentation.

1. COUNCIL CONSENT CALENDAR

City of Antioch

A. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 26, 2013 AND MARCH 12, 2013

B. APPROVAL OF COUNCIL WARRANTS

C. APPROVAL OF TREASURER'S REPORT FOR FEBRUARY 2013

D. REJECTION OF CLAIMS

- 1. Estate of Denny Gonzales & Andrea Gonzales 12/13-2094A & B (wrongful death)**
- 2. Andrew Eudy 12/13-2090 (personal injury)**
- 3. Gilbert Hernandez 13/14-2093 (personal injury)**

- E. **CONSULTING SERVICES AGREEMENT FOR CITY MANAGER RECRUITMENT**
- F. **CONSIDERATION OF BIDS FOR THE MARINA BOAT LAUNCH FACILITY THIRD BOARDING FLOAT (P.W. 523-16B)**
- G. **CONSIDERATION OF BIDS FOR THE MARINA BOAT LAUNCH RESTROOM FACILITY (P.W. 523-16R)**
- H. **RESOLUTION NO. 2013/15 AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF BOATING AND WATERWAYS FOR THE IMPROVEMENTS OF THE MARINA BOAT LAUNCHING FACILITY, (P.W. 523-16)**
- I. **CONSIDERATION OF BIDS FOR THE 2013 PAVEMENT MAINTENANCE, RUBBERIZED CAPE SEAL PROJECT (P.W. 328-6)**

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

J. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Councilmember Rocha reported Item E was a Consulting Services Agreement for City Manager recruitment.

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the City Council unanimously approved the Council Consent Calendar.

PUBLIC HEARING

2. ADOPTION OF AN INTERIM URGENCY ZONING ORDINANCE PROHIBITING THE ISSUANCE OF PERMITS, LICENSES OR APPROVALS FOR COMMUNITY SUPERVISION PROGRAMS

Councilmember Rocha recused herself from this item due to potential conflict of interest.

Deputy Director of Community Development Wehrmeister presented the staff report dated March 21, 2013 recommending the City Council take the following actions: 1) Motion to adopt the interim urgency zoning ordinance prohibiting the issuance of permits, licenses or approvals for construction, establishment or operation of Community Supervision Programs, as defined in the ordinance, on an interim basis pending consideration of amendments to Title 9 of the Antioch Municipal Code for a period of forty-five (45) days and declaring the urgency thereof (four-fifths vote required), 2) Provide initial feedback to staff on future zoning regulations.

In response to Council, Captain McConnell clarified AB109 applies to those released for non-violent, non-serious, and non-sexual offenders, irrespective of their criminal history. He provided a breakdown per agency for AB109 releases and noted Antioch had the majority of the population.

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

Councilmember Tiscareno stated he was willing to support the forty-five (45) day moratorium to give staff time to study feasible locations and to amend the Municipal Code to include Community Service Programs.

Mayor Harper spoke to the importance of providing these services in the community and stated he supported restricting Community Service Programs to feasible locations.

Councilmember Agopian expressed concern for the recidivism rate for AB109 releases and stated he felt the help for those individuals needed to be provided when they were incarcerated. He noted that considering the risks, it is prudent to study the issue during the forty-five (45) day moratorium and assure facilities are regulated appropriately.

Following discussion and at the request of Council, Todd Belleci, Contra Costa County Probation Department, came forward to respond to questions. Mayor Harper reopened the public hearing.

Todd Belleci, Contra Costa County Probation Department, reported the bidder's conference for the Requests for Proposals (RFP) begin on March 27, 2013, bids would be due on April 19, 2013, and County staff would then begin to evaluate bids and award the Requests for Proposals. He briefly discussed the categories for services and the recidivism rate for those individuals on probation.

Director of Community Development Wehrmeister reported the County had indicated RFP contracts would be awarded on May 14, 2013.

Mayor Harper closed the public hearing.

City Attorney Nerland clarified the urgency ordinance recommended by City Staff and the option, urgency ordinance were both interim urgency ordinances for forty five (45) days, unless extended by the City Council and both require a 4/5 vote.

Speaking on the following motion, Council directed staff to study feasible areas and identify Community Supervision Programs in the Antioch Municipal Code.

On motion by Councilmember Agopian, seconded by Councilmember Wilson, the Council unanimously approved the interim urgency ordinance (attachment B).

Councilmember Rocha returned to the dais.

COUNCIL REGULAR AGENDA

3. REVENUE BALLOT MEASURES

City Manager Jakel presented the staff report dated March 20, 2013 and Finance Director Merchant presented a Power Point Presentation recommending the City Council provide direction to staff regarding further action items related to putting sales tax and business license tax ballot measures on the November 2013 ballot.

In response to Councilmember Agopian, Chief Cantando reported Community Service Officers provided vital services that freed up full-time Police Officers and he discussed the importance of having a blend of sworn and non-sworn officers.

Councilmember Agopian suggested building the organization around what the community would support.

In response to Councilmember Rocha, City Manager Jakel clarified the oversight committee would be included in the survey.

Fred Hoskins, Antioch resident, spoke against imposing additional taxes on the citizens due to criminal activity in the community. In an effort to save the City money, he offered to survey the residents on the tax measures. He questioned what research had been done to alternatives to increasing taxes and presented the City Council with a report from the City of Richmond office on Neighborhood Safety.

Don Freitas, representing the Friday Morning Breakfast Club, applauded the City Council for seeking input from the community. He recommended that in addition to any other measure, a business license ballot measure for landlords of rentals be placed on the ballot. He stated they would be coming forward with a proposal and they would like to see it surveyed and on the ballot at the same time the request is made for any other funding source.

George Briggs, Antioch resident, provided a breakdown of revenue that could be generated from rental units and the fee/tax rate per unit. He questioned why the City had not generated income based on the same unit count, for the Rental Inspection Program.

City Manager Jakel reported the Rental Inspection Program had been suspended and the Code Enforcement Division had been shut down during the budget crisis.

Allen Payton, Antioch resident, questioned why the business license for rental units needed to be voted on by residents.

City Attorney Nerland explained the Residential Rental Inspection Program was a fee for services and a regulatory fee does not require a vote of the people. She noted a Business License Tax is required by State law to go to the voters.

Following discussion, direction was given to staff to survey for one-half ($\frac{1}{2}$) and three-fourth ($\frac{3}{4}$) cent sales tax for ten (10) years and a business license tax for rentals of residential properties.

4. NON-PROFIT ORGANIZATION WATER LOAN PROGRAM

Director of Public Works/City Engineer Bernal presented the staff report dated March 19, 2013 recommending the City Council approve a loan program to provide funding from the Water Fund for alternative non-potable water sources, specifically wells, for Antioch Historical Society and Sports Legends, Antioch Babe Ruth, and Antioch Youth Sports Complex with the City Manager authorized to execute all documents to effectuate the loans.

In response to Mayor Harper, Director of Finance Merchant clarified the Water Fund is a rate supported fund and she was unsure if it would be able to provide a forgiven loan.

In response to Councilmember Rocha, Director of Public Works/City Engineer Bernal stated that he would research grant opportunities through Delta Diablo Sanitation District.

Bob Liles, representing the Antioch Youth Sports Complex, voiced his support for the staff recommendation as outlines in the staff report this evening. He stated they need to know upfront if they would be responsible for repayment of the loan.

Ed Davies, representing Antioch Babe Ruth, stated they would support a loan for 20-30 years with the possibility of it being forgiven. He requested the connection fee for the smaller water line be eliminated.

Fred Hoskins, Antioch resident, questioned if the City had considered the value of the Sports Leagues and Historical Society to the community. He requested the City Council rescind the issue.

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the Council directed staff to draft loan documents with the non-profits for zero percent loan for 20 years with a provision to forgive the amount.

5. 4TH OF JULY EVENT AND CITY EVENT POLICY

City Manager Jakel presented the staff report dated March 19, 2013 recommending the City Council provide direction to staff regarding City support for the 2013 4th of July event; consider amending the City's existing Event Policy as it relates to the 4th of July.

Discussion ensued regarding the value and benefit of the 4th of July event. Council recognized the efforts of the citizen committee and supported revising the Event Policy to include the Independence Day event as a City-Supported Event, with the goal to eventually move them into the City-Sponsored Events category. Additionally, they agreed, in the future, the Veteran's Day and Memorial Day Parades could be moved into City-Supported Events, provided that does not harm those events.

Mayor Harper read written comment from Martha Parsons, Antioch resident, requesting the City Council vote to loan the July 4th committee \$25,000 to be repaid from the NRG Community Benefit monies.

Mayor Harper read written comment from Carole Harrison, Celebrate Antioch Foundation Inc., requesting the City Council support their endeavor to organize the 4th of July event in Antioch.

Wayne Harrison, Celebrate Antioch Foundation Inc., voiced his appreciation to the City Council for their support. He reported they were setting up a non-profit and they had started planning the 4th of July event for this year.

Mayor Harper challenged the Councilmembers to financially support the event.

Allen Payton, Celebrate Antioch Foundation Inc., voiced his appreciation to the City Council for their support of the committee's efforts. He clarified there were two errors in the financial report contained within the staff report and the balance owed was considerably less than indicated. He provided contact information for anyone wishing to make a donation.

Councilmember Agopian challenged each Councilmember to donate \$200.00 to support the event.

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the Council unanimously amended the City Event Policy moving 4th of July Event to Level #3 City Supported Events.

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the Council unanimously directed staff work with the 4th of July Committee regarding the event.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Manager Jakel announced the following meeting and event schedule:

- Special City Council Meeting – 6:00 P.M. on March 28, 2013 at the Prewett Water Park Community Room
- City Council Meeting – 7:00 P.M. April 9 and 23, 2013 at Council Chambers
- Budget Subcommittee meeting with Mayor Harper and Councilmember Agopian – date to be determined

COUNCIL COMMUNICATIONS

Councilmember Tiscareno reported on his attendance at the Cesar Chavez event and Los Medanos College luncheon. He announced a dinner event honoring Cesar Chavez would be held at 6:00 P.M. on March 29, 2013 at Los Medanos College.

Councilmember Rocha requested City Staff look into an ordinance that would require landlords to be responsible for the garbage fees for their rental units. She reported the entryway into the Lynn House had been vandalized repeatedly by the homeless and suggested a fence be installed to keep the area clean.

City Manager Jakel stated he would discuss the issue with the Antioch Police Department.

In response to Councilmember Rocha, City Manager Jakel stated the Fulton Shipyard Boat Ramp report would be returning to the City Council in April.

Mayor Harper requested City Staff determine what needed to be done to remove the house off of the river at the foot of "A" Street.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 9:41 P.M. to the next regular Council meeting on April 9, 2013.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

100 General Fund

Non Departmental

344343	ICON BUILDERS	DEPOSIT REFUND	262.25
344367	R AND S ERECTION OF CONCORD INC	DEPOSIT REFUND	500.00

City Council

202605	CITY OF BRENTWOOD	CONFERENCE-WILSON	50.00
--------	-------------------	-------------------	-------

City Attorney

344374	SHRED IT INC	SHRED SERVICE	50.74
344537	XEROX CORPORATION	COPIER LEASE/USAGE	107.65

City Manager

202604	BANK OF AMERICA	MEETING EXPENSE	77.40
344537	XEROX CORPORATION	COPIER LEASE/USAGE	107.65

City Clerk

201738	DIABLO VIEW FLORIST	PLANT	70.42
344308	BAY AREA NEWS GROUP	LEGAL AD	71.60
344333	EIDEN, KITTY J	MINUTES CLERK	560.00
344537	XEROX CORPORATION	COPIER LEASE/USAGE	107.64

City Treasurer

344489	PFM ASSET MGMT LLC	ADVISORY SERVICES	6,528.40
--------	--------------------	-------------------	----------

Human Resources

344374	SHRED IT INC	SHRED SERVICE	30.66
344440	FEDEX	SHIPPING	23.43
344477	OFFICE MAX INC	OFFICE SUPPLIES	190.14
344485	PARS	PROFESSIONAL SERVICES	1,080.40
344493	PSYCHOLOGICAL RESOURCES INC	PROFESSIONAL SERVICES	2,800.00
344537	XEROX CORPORATION	COPIER LEASE/USAGE	299.06

Economic Development

344307	BAY ALARM COMPANY	MONITORING SERVICE	1,684.77
344537	XEROX CORPORATION	COPIER LEASE/USAGE	107.65

Finance Administration

344537	XEROX CORPORATION	COPIER LEASE/USAGE	327.47
--------	-------------------	--------------------	--------

Finance Accounting

344374	SHRED IT INC	SHRED SERVICE	50.73
344399	AT AND T MCI	BITECH PHONE LINE	480.63
919317	SUNGARD PUBLIC SECTOR INC	ASP SERVICE	12,361.99

Finance Operations

344354	NEOPOST	POSTAGE	1,025.15
344440	FEDEX	SHIPPING	12.90
344525	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.00
344537	XEROX CORPORATION	COPIER LEASE/USAGE	2,154.82

Non Departmental

202625	WILLIAMS, ANTONINA HARROLD	BUS LIC APP FEE REFUND	30.00
202626	HORIZON RETAIL CONSTRUCTION	BUS LIC APP FEE REFUND	30.00
202627	JC PENNEY PORTRAIT STUDIO	BUS LIC OVERPAYMENT REFUND	25.00
344389	WAGeworks	ADMIN CHARGES	150.00
919249	RETIREE	MEDICAL AFTER RETIREMENT	1,643.21

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

Public Works Maintenance Administration

344355 NEXTEL SPRINT	CELL PHONE	57.50
344537 XEROX CORPORATION	COPIER LEASE/USAGE	39.01

Public Works General Maintenance Services

344537 XEROX CORPORATION	COPIER LEASE/USAGE	104.07
--------------------------	--------------------	--------

Public Works Street Maintenance

344298 ANTIOCH BUILDING MATERIALS	ASPHALT	21,487.02
344328 DELTA GRINDING CO INC	GRINDING SERVICES	4,375.00
344348 L SERPA TRUCKING INC	TRUCK RENTAL	4,059.00
344355 NEXTEL SPRINT	CELL PHONE	57.50
344356 OFFICE MAX INC	OFFICE SUPPLIES	180.30
344384 UNIVERSAL BUILDING SERVICES INC	STREET SWEEPING SERVICES	330.00

Public Works-Signal/Street Lights

344303 AT AND T MCI	PHONE	570.27
919187 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,122.49

Public Works-Striping/Signing

344334 FASTENAL CO	SIGNS	3.93
344336 FLINT TRADING INC	REFLECTORS	468.65
344350 MANERI SIGN COMPANY	SCHOOL SIGNS	6,776.31
344355 NEXTEL SPRINT	CELL PHONE	57.50
344390 ZAP MANUFACTURING INC	REFURBISHED SIGN	459.40
344497 RED WING SHOE STORE	SAFETY SHOES-CARERA	215.93

Public Works-Facilities Maintenance

344294 ACE HARDWARE, ANTIOCH	SUPPLIES	9.75
344303 AT AND T MCI	PHONE	46.60
344329 DREAM RIDE ELEVATOR	ELEVATOR SERVICE	240.00
344357 OPTIC FUEL CLEAN	FUEL FILTER/CLEANING	931.90
344439 FASTENAL CO	SUPPLIES	1.94
344476 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	100.00
344502 ROGERS ROOFING	GUTTER SERVICE	350.00
344534 WESCO RECEIVABLES CORP	SUPPLIES	342.58
919188 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	2,494.82

Public Works-Parks Maint

344303 AT AND T MCI	PHONE	80.54
344327 DELTA FENCE CO	FENCE RENTAL	733.94
344482 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	39,092.82
344534 WESCO RECEIVABLES CORP	SUPPLIES	1,727.58

Public Works-Median/General Land

344294 ACE HARDWARE, ANTIOCH	PVC FITTINGS	109.51
344303 AT AND T MCI	PHONE	149.67
344448 HORIZON	VALVE REPAIR KITS	45.43
344483 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	7,280.00
919256 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	825.96

Public Works-Work Alternative

344355 NEXTEL SPRINT	CELL PHONE	48.80
----------------------	------------	-------

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

Police Administration

202506	CLEAR INC.	MEETING EXPENSE	25.00
344299	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	90.00
344300	ASR - BRICKER MINCOLA	UNIFORMS	93.69
344304	BANK OF AMERICA	TRAINING EXPENSE	2,402.33
344305	BANK OF AMERICA	TRAINING EXPENSE	164.00
344306	BANK OF AMERICA	LATE FEE	54.90
344316	CANTANDO, ALLAN J	EXPENSE REIMBURSEMENT	59.28
344318	CASTILLO IV, SANTIAGO	EXPENSE REIMBURSEMENT	37.50
344320	COMMERCIAL SUPPORT SERVICES	CAR WASHES	451.50
344321	CONCORD UNIFORMS LLC	UNIFORMS	1,054.46
344322	CONTRA COSTA COUNTY	FIELD TRAINING	639.00
344332	ED JONES CO INC	BADGES	270.77
344337	FUHRMANN, THOMAS J	PER DIEM	213.00
344371	SCHNEIDER, MICHAEL	COURT APPEARANCE	486.72
344373	SHERATON HOTEL	LODGING-FUHRMANN	291.24
344381	STENGER, JAMES E	EXPENSE REIMBURSEMENT	37.50
344415	CONCORD UNIFORMS LLC	UNIFORMS	1,302.55
344423	COSTCO	LATE FEE	2.96
344426	CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	250.00
344427	CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	687.45
344438	EIDEN, KITTY J	TRANSCRIPTION SERVICES	60.00
344440	FEDEX	SHIPPING	26.29
344459	KIRBY POLYGRAPH & INVESTIGATIVE	POLYGRAPH EXAMS	4,350.00
344477	OFFICE MAX INC	OFFICE SUPPLIES	156.31
344491	PORAC LAW ENFORCEMENT NEWS	ADVERTISEMENT	3,100.00
344508	SHRED IT INC	SHRED SERVICE	378.55
344529	VERIZON WIRELESS	AIR CARDS	76.02
344537	XEROX CORPORATION	COPIER LEASE/USAGE	1,771.93
919186	HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	721.50
919218	CRYSTAL CLEAR LOGOS INC	SHIRTS	78.12
919242	HAMMONS SUPPLY COMPANY	SUPPLIES	63.05
919254	HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	1,697.70
919257	IMAGE SALES INC	BADGES	88.31

Police Community Policing

202507	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	90.20
202508	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	33.90
344338	HARGER, MATTHEW J	DOG ALLOWANCE	150.00
344346	JOANNIDES, JASON M	DOG ALLOWANCE	150.00
344361	PERKINSON, JAMES A	DOG ALLOWANCE	150.00
344364	PERS	PAYROLL DEDUCTIONS	352.32
344386	VALLIERE, CHRISTOPHER J	DOG ALLOWANCE	150.00
344423	COSTCO	SUPPLIES	87.27
344437	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	196.00
344444	EMPLOYEE	PENSION PAYMENT	4,999.00
344449	HUNT AND SONS INC	FUEL	46.39

Prepared by: Georgina Meek
 Finance Accounting

4/4/2013

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

344524 EMPLOYEE	PENSION PAYMENT	3,882.50
Police Investigations		
202507 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	7.50
202508 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	22.00
344295 AGUINAGA, DIANE	EXPENSE REIMBURSEMENT	50.00
344416 CONTRA COSTA COUNTY	EXTRADITION	350.00
344419 CONTRA COSTA COUNTY	SART EXAMS	1,000.00
344425 COURT SERVICES INC	PRISONER TRANSPORTATION	500.00
344521 THOMSON WEST	ONLINE DATABASE	310.91
344537 XEROX CORPORATION	COPIER LEASE/USAGE	465.79
Police Special Operations Unit		
344522 TOYOTA FINANCIAL SERVICES	VEHICLES LEASE	1,621.10
Police Communications		
344296 AMERICAN TOWER CORPORATION	TOWER RENTAL	216.12
344302 AT AND T MCI	PHONE	655.27
344303 AT AND T MCI	PHONE	1,182.86
344372 SEN COMMUNICATIONS INC	HEADSET REPAIR	49.00
Office Of Emergency Management		
344303 AT AND T MCI	PHONE	308.30
Police Community Volunteers		
344423 COSTCO	WATER	21.20
344457 KELLEY, ROBIN M	EXPENSE REIMBURSEMENT	45.00
919189 LONE TREE GOLF COURSE	VIPS MEETING EXPENSE	1,010.56
Police Facilities Maintenance		
344303 AT AND T MCI	PHONE	295.44
344329 DREAM RIDE ELEVATOR	ELEVATOR SERVICE	80.00
344357 OPTIC FUEL CLEAN	FUEL FILTER/CLEANING	931.90
344392 ABBEY CARPET	FLOORING	2,725.75
344421 CONTRA COSTA METAL FABRICATORS	METAL FABRICATION	559.17
344476 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	165.00
344517 STEWARTS TREE SERVICE	TREE SERVICE	2,820.00
919188 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4,411.17
Community Development Administration		
344537 XEROX CORPORATION	COPIER LEASE/USAGE	277.37
Community Development Neighborhood Improvement		
202488 CONTRA COSTA COUNTY	LIEN RELEASE FEE	30.00
344452 INTERWEST CONSULTING GROUP INC	CONSULTANT SERVICES	2,380.00
PW Engineer Land Development		
344303 AT AND T MCI	PHONE	30.64
344355 NEXTEL SPRINT	CELL PHONE	171.38
344537 XEROX CORPORATION	COPIER LEASE/USAGE	148.15
Community Development Building Inspection		
344355 NEXTEL SPRINT	CELL PHONE	57.10
344356 OFFICE MAX INC	OFFICE SUPPLIES	29.61
Capital Imp. Administration		
344537 XEROX CORPORATION	COPIER LEASE/USAGE	26.85

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

Community Development Engineering Services

344355 NEXTEL SPRINT	CELL PHONE	57.50
344477 OFFICE MAX INC	OFFICE SUPPLIES	41.22
344537 XEROX CORPORATION	COPIER LEASE/USAGE	201.42

210 Federal Asset Seizure Fund

Non Departmental

344377 SPECIAL SERVICES GROUP LLC	SURVEILLANCE SUBSCRIPTION	900.00
-----------------------------------	---------------------------	--------

Asset Forfeiture

344377 SPECIAL SERVICES GROUP LLC	SURVEILLANCE SUBSCRIPTION	300.00
-----------------------------------	---------------------------	--------

212 CDBG Fund

CDBG

344452 INTERWEST CONSULTING GROUP INC	CONSULTANT SERVICES	7,650.00
---------------------------------------	---------------------	----------

213 Gas Tax Fund

Streets

344351 MARK THOMAS AND CO INC	PROFESSIONAL SERVICES	6,459.00
344360 PARSONS BRINCKERHOFF INC	CONSULTANT SERVICES	49,543.45
344484 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	41.03
344492 PROVEN MANAGEMENT INC	WILBUR OVERCROSSING PROJECT	290,902.01

214 Animal Control Fund

Animal Control

344364 PERS	PAYROLL DEDUCTIONS	2.80
344436 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	487.29
344437 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	3,531.81
344530 VORTECH PHARMACEUTICALS	VETERINARY SUPPLIES	339.69
344537 XEROX CORPORATION	COPIER LEASE/USAGE	170.07
919188 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	435.75

216 Park-In-Lieu Fund

Parks & Open Space

344349 LSA ASSOCIATES INC	PROFESSIONAL SERVICES	638.62
---------------------------	-----------------------	--------

219 Recreation Fund

Non Departmental

344398 ANTIOCH HISTORICAL SOCIETY	DEPOSIT REFUND	500.00
344446 GREVEN, CHERYL	DEPOSIT REFUND	500.00
344469 MENDEZ, ERIKA	DEPOSIT REFUND	1,000.00
344506 RUCKER, MABEL	DEPOSIT REFUND	500.00

Senior Programs

344303 AT AND T MCI	PHONE	95.74
---------------------	-------	-------

Recreation Classes/Prog

202443 FENTON, ANNA MARIA	CLASS REFUND	76.00
202441 DOBLE WILKES, DEANNA	CLASS REFUND	24.00
202442 LAXMON, GREG	CLASS REFUND	76.00
344324 COSTCO	SUPPLIES	65.51
344445 GOUDELOCK, SARAH	CLASS REFUND	126.00
344455 JUMP BUNCH	CONTRACTOR PAYMENT	403.20
344461 KOVALICK, LUANNE	CONTRACTOR PAYMENT	840.18
344501 ROBERTS, NANCY	CONTRACTOR PAYMENT	158.40

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

344535 WINGATE, TINA	CLASS REFUND	130.00
Recreation Sports Programs		
344458 KIDZ LOVE SOCCER INC	SOCCER CAMP	1,609.00
344460 KOPIKO, FEBE	DEPOSIT REFUND	118.00
344477 OFFICE MAX INC	OFFICE SUPPLIES	94.20
Recreation Concessions		
344324 COSTCO	SUPPLIES	413.74
344385 US FOODSERVICE INC	SUPPLIES	610.73
344477 OFFICE MAX INC	OFFICE SUPPLIES	16.72
344490 PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	244.87
344528 US FOODSERVICE INC	CONCESSION SUPPLIES	631.50
Recreation-New Comm Cntr		
344391 AAA FIRE PROTECTION SVCS	SYSTEM SERVICE	197.31
344404 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICE	995.00
344468 MARLIES CLEANING SERVICE	CLEANING SERVICE	277.00
344476 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	200.00
344480 ORCHARD SUPPLY HARDWARE	SUPPLIES	146.37
344482 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,818.34
344537 XEROX CORPORATION	COPIER LEASE/USAGE	267.70
919256 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	101.07
220 Traffic Signalization Fund		
Traffic Signals		
344516 STEINY & COMPANY	TRAFFIC SIGNAL PROJECT	169,176.00
226 Solid Waste Reduction Fund		
Solid Waste		
344384 UNIVERSAL BUILDING SERVICES INC	SWEEPING SERVICES	440.00
229 Pollution Elimination Fund		
Channel Maintenance Operation		
344355 NEXTEL SPRINT	CELL PHONE	48.80
344360 PARSONS BRINCKERHOFF INC	CONSULTANT SERVICES	1,387.68
251 Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1		
344303 AT AND T MCI	PHONE	63.84
Lonetree Maintenance Zone 2		
344303 AT AND T MCI	PHONE	123.59
Lonetree Maintenance Zone 3		
344303 AT AND T MCI	PHONE	47.26
254 Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1		
344303 AT AND T MCI	PHONE	31.92
Hillcrest Maintenance Zone 2		
344303 AT AND T MCI	PHONE	110.48
Hillcrest Maintenance Zone 4		
344303 AT AND T MCI	PHONE	93.23

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

344303 AT AND T MCI	PHONE	16.02
344327 DELTA FENCE CO	REPAIR SERVICE	1,865.00
344379 STANTON, RICHARD	RV LOT MANAGEMENT	242.00
344482 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	160.00

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 6

344483 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,420.00
---	--------------------	----------

Citywide 2A Maintenance Zone 9

344303 AT AND T MCI	PHONE	63.84
---------------------	-------	-------

257 SLLMD Administration Fund

SLLMD Administration

344355 NEXTEL SPRINT	CELL PHONE	163.80
919191 3M AOSAFETY EYEWARE	SAFETY GLASSES-BURGESS	370.95

259 East Lone Tree SLLMD Fund

Zone 1-District 10

344359 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	11.89
344484 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	23.88

311 Capital Improvement Fund

Public Buildings & Facilities

344442 FIELDTURF USA INC	FIELD TURF PROJECT	342,436.15
--------------------------	--------------------	------------

376 Lone Diamond Fund

Assessment District

344365 PUBLIC STORAGE	STORAGE FEES	1,143.80
344422 CORRPRO COMPANIES INC	CONSULTING SERVICES	5,000.00

416 Honeywell Capital Lease Fund

Non Departmental

344401 BANK OF AMERICA	LOAN PAYMENT	42,588.54
------------------------	--------------	-----------

570 Equipment Maintenance Fund

Non Departmental

344342 HUNT AND SONS INC	FUEL	4,750.73
344449 HUNT AND SONS INC	FUEL	18,935.30

Equipment Maintenance

344294 ACE HARDWARE, ANTIOCH	SUPPLIES	10.89
344297 ANTIOCH AUTO PARTS	FILTERS	1,504.15
344299 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	90.00
344312 BILL BRANDT FORD	AC PARTS	441.86
344330 EAST BAY TIRE CO	TIRE REPAIR	38.00
344331 EAST BAY TRUCK CENTER	SIGNAL SWITCH	73.92
344366 QUESADA CHIROPRACTIC	DMV PHYSICAL	75.00
344382 TRED SHED, THE	TIRES	1,740.84
344387 VEE JAY MARINE SERVICES INC	EQUIPMENT REPAIR	5,457.13
344395 ANTIOCH AUTO PARTS	AUTO PARTS STOCK	366.06
344397 ANTIOCH GLASS	WINDSHIELD REPLACEMENT	150.00
344435 EAST BAY TRUCK CENTER	SEAT VALVE	93.74

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

344453	IRONMAN PARTS AND SERVICES	SMOKE TEST	1,800.00
344464	LEHR AUTO ELECTRIC	SPOT LIGHTS	138.25
344477	OFFICE MAX INC	OFFICE SUPPLIES	170.01
344532	WALNUT CREEK FORD	AUTO PARTS STOCK	60.50
344537	XEROX CORPORATION	COPIER LEASE/USAGE	47.70
919183	ECONOMY AUTO PAINTING & BODYWORK	BODY SHOP SERVICES	827.30
573 Information Services Fund			
Information Services			
344303	AT AND T MCI	PHONE	58.78
344355	NEXTEL SPRINT	CELL PHONE	56.51
Network Support & PCs			
344303	AT AND T MCI	PHONE	93.34
344319	COMCAST	INTERNET SERVICE	111.67
344355	NEXTEL SPRINT	CELL PHONE	120.87
344509	SOFTCHOICE CORPORATION	WINDOWS SERVER	3,270.32
Telephone System			
344301	AT AND T MCI	PHONE	16.97
344303	AT AND T MCI	PHONE	2,278.60
Office Equipment Replacement			
344341	HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	1,622.85
577 Post Retirement Medical-Police Fund			
Non Departmental			
344394	RETIREE	MEDICAL AFTER RETIREMENT	219.32
344409	RETIREE	MEDICAL AFTER RETIREMENT	182.05
344463	RETIREE	MEDICAL AFTER RETIREMENT	842.00
344474	RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
344504	RETIREE	MEDICAL AFTER RETIREMENT	219.32
344536	RETIREE	MEDICAL AFTER RETIREMENT	461.74
919192	RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
919198	RETIREE	MEDICAL AFTER RETIREMENT	1,111.84
919200	RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
919209	RETIREE	MEDICAL AFTER RETIREMENT	1,088.53
919210	RETIREE	MEDICAL AFTER RETIREMENT	973.00
919212	RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
919214	RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
919225	RETIREE	MEDICAL AFTER RETIREMENT	1,090.04
919230	RETIREE	MEDICAL AFTER RETIREMENT	810.00
919231	RETIREE	MEDICAL AFTER RETIREMENT	219.32
919245	RETIREE	MEDICAL AFTER RETIREMENT	173.37
919248	RETIREE	MEDICAL AFTER RETIREMENT	219.32
919251	RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
919252	RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
919253	RETIREE	MEDICAL AFTER RETIREMENT	130.73
919263	RETIREE	MEDICAL AFTER RETIREMENT	173.37
919280	RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
919282	RETIREE	MEDICAL AFTER RETIREMENT	553.63

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

919293 RETIREE	MEDICAL AFTER RETIREMENT	352.26
919294 RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
919296 RETIREE	MEDICAL AFTER RETIREMENT	887.95
919306 RETIREE	MEDICAL AFTER RETIREMENT	553.63
919316 RETIREE	MEDICAL AFTER RETIREMENT	173.32
919320 RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
919325 RETIREE	MEDICAL AFTER RETIREMENT	553.63
919335 RETIREE	MEDICAL AFTER RETIREMENT	553.63
919337 RETIREE	MEDICAL AFTER RETIREMENT	193.61

578 Post Retirement Medical-Misc Fund

Non Departmental

344406 RETIREE	MEDICAL AFTER RETIREMENT	239.69
344428 RETIREE	MEDICAL AFTER RETIREMENT	239.69
344432 RETIREE	MEDICAL AFTER RETIREMENT	121.69
344433 RETIREE	MEDICAL AFTER RETIREMENT	387.26
344434 RETIREE	MEDICAL AFTER RETIREMENT	594.38
344470 RETIREE	MEDICAL AFTER RETIREMENT	239.69
344481 RETIREE	MEDICAL AFTER RETIREMENT	121.69
344496 RETIREE	MEDICAL AFTER RETIREMENT	121.69
344499 RETIREE	MEDICAL AFTER RETIREMENT	594.38
344503 RETIREE	MEDICAL AFTER RETIREMENT	121.69
344507 RETIREE	MEDICAL AFTER RETIREMENT	239.69
344531 RETIREE	MEDICAL AFTER RETIREMENT	519.26
919193 RETIREE	MEDICAL AFTER RETIREMENT	255.43
919194 RETIREE	MEDICAL AFTER RETIREMENT	594.38
919195 RETIREE	MEDICAL AFTER RETIREMENT	146.32
919203 RETIREE	MEDICAL AFTER RETIREMENT	239.69
919205 RETIREE	MEDICAL AFTER RETIREMENT	239.69
919207 RETIREE	MEDICAL AFTER RETIREMENT	594.38
919213 RETIREE	MEDICAL AFTER RETIREMENT	121.69
919215 RETIREE	MEDICAL AFTER RETIREMENT	358.38
919219 RETIREE	MEDICAL AFTER RETIREMENT	121.69
919221 RETIREE	MEDICAL AFTER RETIREMENT	239.69
919224 RETIREE	MEDICAL AFTER RETIREMENT	121.69
919227 RETIREE	MEDICAL AFTER RETIREMENT	173.37
919228 RETIREE	MEDICAL AFTER RETIREMENT	594.38
919233 RETIREE	MEDICAL AFTER RETIREMENT	173.37
919236 RETIREE	MEDICAL AFTER RETIREMENT	121.69
919238 RETIREE	MEDICAL AFTER RETIREMENT	121.69
919240 RETIREE	MEDICAL AFTER RETIREMENT	558.59
919241 RETIREE	MEDICAL AFTER RETIREMENT	171.94
919247 RETIREE	MEDICAL AFTER RETIREMENT	594.38
919250 RETIREE	MEDICAL AFTER RETIREMENT	121.69
919258 RETIREE	MEDICAL AFTER RETIREMENT	239.69
919259 RETIREE	MEDICAL AFTER RETIREMENT	121.69
919262 RETIREE	MEDICAL AFTER RETIREMENT	594.38

Prepared by: Georgina Meek
 Finance Accounting

4/4/2013

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

919265	RETIREE	MEDICAL AFTER RETIREMENT	239.69
919267	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919270	RETIREE	MEDICAL AFTER RETIREMENT	594.38
919273	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919275	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919279	RETIREE	MEDICAL AFTER RETIREMENT	594.38
919289	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919290	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919298	RETIREE	MEDICAL AFTER RETIREMENT	239.69
919301	RETIREE	MEDICAL AFTER RETIREMENT	239.69
919305	RETIREE	MEDICAL AFTER RETIREMENT	594.38
919310	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919319	RETIREE	MEDICAL AFTER RETIREMENT	594.38
919321	RETIREE	MEDICAL AFTER RETIREMENT	255.43
919324	RETIREE	MEDICAL AFTER RETIREMENT	173.37
919328	RETIREE	MEDICAL AFTER RETIREMENT	709.38
919334	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919336	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919338	RETIREE	MEDICAL AFTER RETIREMENT	84.28
919339	RETIREE	MEDICAL AFTER RETIREMENT	121.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

344402	RETIREE	MEDICAL AFTER RETIREMENT	239.69
344411	RETIREE	MEDICAL AFTER RETIREMENT	898.90
344424	RETIREE	MEDICAL AFTER RETIREMENT	179.69
344443	RETIREE	MEDICAL AFTER RETIREMENT	121.69
344447	RETIREE	MEDICAL AFTER RETIREMENT	239.69
344450	RETIREE	MEDICAL AFTER RETIREMENT	400.00
344466	RETIREE	MEDICAL AFTER RETIREMENT	358.38
344471	RETIREE	MEDICAL AFTER RETIREMENT	759.38
344487	RETIREE	MEDICAL AFTER RETIREMENT	121.69
344498	RETIREE	MEDICAL AFTER RETIREMENT	255.43
344519	RETIREE	MEDICAL AFTER RETIREMENT	594.38
344539	RETIREE	MEDICAL AFTER RETIREMENT	173.37
919199	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919201	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919202	RETIREE	MEDICAL AFTER RETIREMENT	256.89
919204	RETIREE	MEDICAL AFTER RETIREMENT	179.70
919206	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919208	RETIREE	MEDICAL AFTER RETIREMENT	898.90
919211	RETIREE	MEDICAL AFTER RETIREMENT	594.38
919216	RETIREE	MEDICAL AFTER RETIREMENT	625.86
919217	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919220	RETIREE	MEDICAL AFTER RETIREMENT	594.38
919222	RETIREE	MEDICAL AFTER RETIREMENT	474.38
919223	RETIREE	MEDICAL AFTER RETIREMENT	358.38

Prepared by: Georgina Meek
 Finance Accounting

4/4/2013

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

919226	RETIREE	MEDICAL AFTER RETIREMENT	255.43
919232	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919234	RETIREE	MEDICAL AFTER RETIREMENT	898.90
919235	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919239	RETIREE	MEDICAL AFTER RETIREMENT	1,184.56
919243	RETIREE	MEDICAL AFTER RETIREMENT	374.20
919244	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919246	RETIREE	MEDICAL AFTER RETIREMENT	461.74
919255	RETIREE	MEDICAL AFTER RETIREMENT	133.84
919260	RETIREE	MEDICAL AFTER RETIREMENT	724.38
919261	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919264	RETIREE	MEDICAL AFTER RETIREMENT	255.43
919266	RETIREE	MEDICAL AFTER RETIREMENT	594.38
919268	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919269	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919271	RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
919272	RETIREE	MEDICAL AFTER RETIREMENT	239.69
919274	RETIREE	MEDICAL AFTER RETIREMENT	239.69
919276	RETIREE	MEDICAL AFTER RETIREMENT	159.02
919277	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919278	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919281	RETIREE	MEDICAL AFTER RETIREMENT	964.95
919283	RETIREE	MEDICAL AFTER RETIREMENT	173.37
919285	RETIREE	MEDICAL AFTER RETIREMENT	255.43
919286	RETIREE	MEDICAL AFTER RETIREMENT	146.32
919287	RETIREE	MEDICAL AFTER RETIREMENT	594.38
919288	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919291	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919292	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919295	RETIREE	MEDICAL AFTER RETIREMENT	1,222.26
919297	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919299	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919300	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919302	RETIREE	MEDICAL AFTER RETIREMENT	239.69
919303	RETIREE	MEDICAL AFTER RETIREMENT	146.32
919304	RETIREE	MEDICAL AFTER RETIREMENT	379.69
919307	RETIREE	MEDICAL AFTER RETIREMENT	898.90
919308	RETIREE	MEDICAL AFTER RETIREMENT	594.38
919309	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919311	RETIREE	MEDICAL AFTER RETIREMENT	246.43
919312	RETIREE	MEDICAL AFTER RETIREMENT	625.86
919313	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919314	RETIREE	MEDICAL AFTER RETIREMENT	898.80
919315	RETIREE	MEDICAL AFTER RETIREMENT	759.38
919318	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919323	RETIREE	MEDICAL AFTER RETIREMENT	255.43

Prepared by: Georgina Meek
 Finance Accounting
 4/4/2013

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

919326	RETIREE	MEDICAL AFTER RETIREMENT	2,051.22
919327	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919329	RETIREE	MEDICAL AFTER RETIREMENT	358.38
919330	RETIREE	MEDICAL AFTER RETIREMENT	1,623.44
919331	RETIREE	MEDICAL AFTER RETIREMENT	121.69
919332	RETIREE	MEDICAL AFTER RETIREMENT	1,623.44
919333	RETIREE	MEDICAL AFTER RETIREMENT	255.43
611 Water Fund			
Non Departmental			
344395	ANTIOCH AUTO PARTS	SUPPLIES	2,601.83
344403	BAY AREA BARRICADE	SUPPLIES	3,756.27
344408	BISHOP CO	SUPPLIES	1,382.31
344500	ROBERTS AND BRUNE CO	SUPPLIES	1,133.18
344534	WESCO RECEIVABLES CORP	SUPPLIES	377.41
919237	GRAINGER INC	SUPPLIES	123.69
919242	HAMMONS SUPPLY COMPANY	SUPPLIES	636.56
Water Supervision			
344355	NEXTEL SPRINT	CELL PHONE	86.98
344505	RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	2,583.13
Water Production			
202582	DEPT OF PUBLIC HEALTH	COMPLIANCE TRACKING FEES	63.00
344294	ACE HARDWARE, ANTIOCH	STEPPING STONES	12.64
344303	AT AND T MCI	PHONE	824.45
344311	BIGGE CRANE AND RIGGING CO INC	CRANE SERVICE	2,546.60
344323	CONTRA COSTA WATER DISTRICT	RAW WATER	34,441.94
344335	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	409.35
344339	HARRINGTON INDUSTRIAL PLASTICS LLC	NEEDLE VALVES	244.86
344342	HUNT AND SONS INC	FUEL	121.75
344355	NEXTEL SPRINT	CELL PHONE	61.80
344356	OFFICE MAX INC	OFFICE SUPPLIES	81.79
344357	OPTIC FUEL CLEAN	FUEL FILTER/CLEANING	1,863.80
344358	ORCHARD SUPPLY HARDWARE	TOOLS	174.15
344363	POLYDYNE INC	POLYMER	5,060.00
344368	REINHOLDT ENGINEERING CONSTR	INSPECTION & TESTING SERVICES	250.00
344369	ROBERTS AND BRUNE CO	BALL VALVES	698.26
344375	SIEMENS INDUSTRY INC	SERVICE DI H2O SYSTEM	416.00
344383	UNIVAR USA INC	CAUSTIC	6,158.74
344393	ACE HARDWARE, ANTIOCH	FITTINGS	38.48
344396	ANTIOCH BUILDING MATERIALS	ASPHALT	19,014.02
344441	FERGUSON ENTERPRISES INC	PIPE FITTINGS	458.33
344462	KRUGER INC	SAND	783.13
344465	LEIGHTON STONE CORP	SOLENOID VALVE	1,550.56
344477	OFFICE MAX INC	OFFICE SUPPLIES	173.47
344480	ORCHARD SUPPLY HARDWARE	BRASS FITTINGS	230.10
344495	QUESADA CHIROPRACTIC	DMV PHYSICAL	75.00
344500	ROBERTS AND BRUNE CO	PIPE STANDS	1,536.36

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

344526 UNIVAR USA INC	CAUSTIC	6,223.65
919182 AIRGAS SPECIALTY PRODUCTS	AMMONIA	989.40
919184 GENERAL CHEMICAL CORP	ALUM	12,894.03
919185 GRAINGER INC	RUBBER MATTING	1,723.26
919188 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	658.60
919190 SIERRA CHEMICAL CO	CHLORINE	4,064.55
Water Distribution		
344303 AT AND T MCI	PHONE	15.96
344325 COUNTY ASPHALT	ASPHALT	627.18
344326 CWEA SFBS	MEMBER RENEWALS	560.00
344328 DELTA GRINDING CO INC	GRINDING SERVICES	875.00
344348 L SERPA TRUCKING INC	TRUCK RENTAL	787.20
344352 MCCAMPBELL ANALYTICAL INC	MONITORING	146.70
344355 NEXTEL SPRINT	CELL PHONE	356.09
344364 PERS	PAYROLL DEDUCTIONS	13.66
344366 QUESADA CHIROPRACTIC	DMV PHYSICAL	75.00
344370 ROYAL BRASS INC	HOSE & FITTINGS	662.05
344400 BACKFLOW APPARATUS AND VALVE CO	BACKFLOW REPAIR PARTS	101.62
344405 BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	159.44
344429 DELTA DIABLO SANITATION DISTRICT	RECYCLED WATER	7,062.27
344439 FASTENAL CO	SMALL TOOLS	201.91
344495 QUESADA CHIROPRACTIC	DMV PHYSICAL	75.00
344497 RED WING SHOE STORE	SAFETY SHOES-LOWE	215.93
344537 XEROX CORPORATION	COPIER LEASE/USAGE	121.42
919187 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,010.83
919229 FREDS WELDING	STAMPED METAL	120.00
Water Meter Reading		
344355 NEXTEL SPRINT	CELL PHONE	47.16
344529 VERIZON WIRELESS	METER READING	61.98
Public Buildings & Facilities		
344314 BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	28,598.13
344315 BURLINGAME ENGINEERS INC	CHEMICAL STORAGE TANK	24,298.75
344376 SIMPSON SANDBLASTING	REHABILITATION PROJECT	181,696.84
Warehouse & Central Stores		
344355 NEXTEL SPRINT	CELL PHONE	49.00
344477 OFFICE MAX INC	OFFICE SUPPLIES	170.02
344525 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.00
344537 XEROX CORPORATION	COPIER LEASE/USAGE	140.96
621 Sewer Fund		
Sewer-Wastewater Supervision		
344355 NEXTEL SPRINT	CELL PHONE	116.61
344537 XEROX CORPORATION	COPIER LEASE/USAGE	121.42
Sewer-Wastewater Collection		
344303 AT AND T MCI	PHONE	335.22
344325 COUNTY ASPHALT	ASPHALT	627.20
344345 JACK DOHENY SUPPLIES INC	PACP TRAINING	1,800.00

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

344353 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	129.17
344355 NEXTEL SPRINT	CELL PHONE	163.01
344366 QUESADA CHIROPRACTIC	DMV PHYSICAL	225.00
344388 VERIZON WIRELESS	DATA SERVICE	76.02
344393 ACE HARDWARE, ANTIOCH	SUPPLIES	8.59
344396 ANTIOCH BUILDING MATERIALS	ASPHALT	470.77
344405 BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	159.43
344500 ROBERTS AND BRUNE CO	PIPE & FITTINGS	1,912.69
344525 UNITED PARCEL SERVICE	SHIPPING	60.48
919181 3T EQUIPMENT COMPANY	TV TRUCK REPAIR SERVICES	140.00
631 Marina Fund		
Non Departmental		
344313 BRANDENBURG, JOHN	BERTH DEPOSIT REFUND	290.00
344317 CARTER, JEANETTE	BERTH DEPOSIT REFUND	40.00
344344 INGRAM, STEVE	BERTH DEPOSIT REFUND	184.00
344347 KIRBY, JOHN	BERTH DEPOSIT REFUND	207.00
344362 PETERSON, JEROLD	BERTH DEPOSIT REFUND	161.00
344378 STAHL, JASON	BERTH DEPOSIT REFUND	232.00
344380 STATE BOARD OF EQUALIZATION	SALES TAX	298.22
Marina Administration		
344303 AT AND T MCI	PHONE	74.69
344420 CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	1,703.70
Marina Maintenance		
344297 ANTIOCH AUTO PARTS	PUMP	80.28
344340 HENDERSON MARINE SUPPLY	DOCK COATING	274.40
344357 OPTIC FUEL CLEAN	FUEL FILTER/CLEANING	1,021.90
919188 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,355.14
Major Projects		
344309 BAY CITIES PAVING AND GRADING	MARINA PROJECT	133,168.59
344310 BAY CITIES PAVING AND GRADING	MARINA PROJECT SETTLEMENT	370,000.00
641 Prewett Water Park Fund		
Non Departmental		
344410 CANTUBA, ROSELYN	DEPOSIT REFUND	500.00
344454 JUAREZ, BERENICE	DEPOSIT REFUND	500.00
344456 KAMANZI, ASSUMPTA	DEPOSIT REFUND	1,000.00
344520 THOMPSON, MELISSA	DEPOSIT REFUND	500.00
Recreation Aquatics		
202548 OSEQUERA, KRISTINA	CLASS REFUND	49.00
344472 MUIR, ROXANNE	WATER AEROBICS INSTRUCTOR	105.00
919237 GRAINGER INC	SIGNS	47.61
Recreation Water Park		
202547 UNITED STATES POSTAL SERVICE	STAMPS	92.00
344303 AT AND T MCI	PHONE	46.25
344413 COMCAST	MONTHLY DMX SERVICES	53.33
344414 COMMERCIAL POOL SYSTEMS INC	MAINTENANCE SERVICES	577.22
344477 OFFICE MAX INC	OFFICE SUPPLIES	76.70

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 21 - APRIL 3, 2013
 FUND/CHECK#

344482	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	1,879.16
344490	PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	31.86
344526	UNIVAR USA INC	CHEMICALS	750.00
344533	WATER SAFETY PRODUCTS INC	SUPPLIES	2,171.84
344537	XEROX CORPORATION	COPIER LEASE/USAGE	308.48
Rec Prewett Concessions			
202546	KAMPS PROPANE	TANK RENTAL	13.02
344303	AT AND T MCI	PHONE	46.29
344391	AAA FIRE PROTECTION SVCS	SYSTEM SERVICES	760.76
344407	BIMBO BAKERIES USA	CONCESSION SUPPLIES	57.43
721 Employee Benefits Fund			
Non Departmental			
344364	PERS	PAYROLL DEDUCTIONS	279,510.35
344412	CLAYTON FITNESS CENTER	PAYROLL DEDUCTIONS	35.99
344417	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
344418	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
344430	DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00
344431	DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
344451	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	1,144.00
344467	LINA	PAYROLL DEDUCTIONS	4,729.71
344473	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,256.47
344478	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,223.00
344479	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	1,254.45
344486	PARS	PAYROLL DEDUCTIONS	3,384.93
344488	PERS LONG TERM CARE	PAYROLL DEDUCTIONS	97.27
344494	PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,159.37
344510	SOLAR SWIM AND GYM	PAYROLL DEDUCTIONS	27.00
344511	STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	924.50
344512	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
344513	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
344514	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	214.00
344515	STATE OF FLORIDA DISBURSE UNIT	PAYROLL DEDUCTIONS	150.00
344518	TEXAS CHILD SUPPORT DISBURSE UNIT	PAYROLL DEDUCTIONS	422.77
344523	RECIPIENT	PAYROLL DEDUCTIONS	112.15
344527	US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	218.04
344538	XTREME FITNESS	PAYROLL DEDUCTIONS	104.00
919196	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	536.75
919197	APOA	PAYROLL DEDUCTIONS	12,233.67
919284	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	39,092.30
919322	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	1,334.13
736 APFA Lone Diamond Reassessment 1998 Fund			
Non Departmental			
344475	NBS LOCAL GOVERNMENT SOLUTIONS	PARCEL FEE	8,790.28

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR
CONSIDERATION AT THE MEETING OF April 9, 2013**

Prepared by: Lonnie Karste, Project Consultant – Karste Consulting Inc. 

Reviewed by: Jim Jakel, City Manager 
Dawn Merchant, Finance Director 

Date: March 18, 2013

Subject: Lone Tree Golf Course – Continued Deferment of the Two Outstanding
Construction Loans to the City of Antioch

RECOMMENDATION

1. Maintain the prioritization of the payment of the ABAG loan by the Antioch Golf Corporation Board of Directors. A significant portion of this loan payment must be made annually.
2. Continue to defer the two construction loan payments (site parking lot and additional club house/event center construction costs) until after the ABAG loan payments are current and there are sufficient revenues available over operational expenses annually to pay the ABAG loan and the two construction loans to the City.

BACKGROUND INFORMATION

At the meeting July 26, 2011 Mayor Davis appointed himself and Councilmember Harper to the Ad-Hoc Subcommittee related to the Lone Tree Golf Course & Event Center. The current Subcommittee is Mayor Harper and Councilmember Tiscareno.

This Subcommittee allowed the City Council and the Antioch Golf Corporation Board of Directors an opportunity to discuss the operational and financial challenges that the golf course has been experiencing over the last several years. It was envisioned that the Subcommittee would complete its duties by the end of that calendar year. Because of its effectiveness, this Subcommittee continues to meet periodically to maintain the lines of communication.

The first Subcommittee meeting was held on August 25, 2011.

During the regular Council meeting on February 28, 2012 the City Council directed staff to proceed with the following and report back annually:

1. Prioritize the repayment of the ABAG loan by the Antioch Golf Corporation Board of Directors.

4-9-13

2. Defer all other loan payments until after the ABAG loan payments are current and there are sufficient revenues available over operational expenses annually to pay the ABAG loan and the two other loans with the City of Antioch (parking lot construction and additional construction costs for the clubhouse/event center). The deferral was to be reviewed annually.

History of the Relationship

In 1982 the City of Antioch transferred operations of the Lone Tree Golf Course to the Antioch Golf Corporation Inc., a non-profit Board of Directors, in an effort to improve the conditions and operations of the Lone Tree Golf course. The following conditions were stipulated in that original agreement:

- The City would remain owner of the facility.
- Public course – with reduced fees to Antioch residents.
- Water was provided to the course for irrigation.
- The City Council had to approve fee increases by the course.
- No changes could be made to the course without City Council approval.
- City had responsibility for road maintenance from Lone Tree Way (now Golf Course Road) to the Golf Course parking lot.

Golf Course Debt Obligation

There were a series of ABAG loans related to the Golf course operation and capital improvements – those loans are listed below:

1. First ABAG loan III 1984 - \$235,000 – sewer line and water line installation, gas line install and cable TV connection – repaid with ABAG XXV loan 1992.
2. Second ABAG loan XXV 1992 – \$1.48M – repay 1982 ABAG loan and construct a new course irrigation system.
3. The current 2001 ABAG loan includes refinancing of the previous loans, ABAG III and ABAG XXV, and the construction of the LTGC event center as part of the total \$5,080,000 due 7/1/31.

Two Other Outstanding Loans

1. Parking lot improvement loan that coincided with the event center construction project, but was not part of the 2001 ABAG loan – total amount due \$222,165.00.

2. Clubhouse construction loan additional – this was separate from the 2001 ABAG loan – total amount due \$900,000.00.

Current Outstanding Loan Payment Balances

1. 2001 ABAG as of January 2013 – \$674,124.80.
2. 2011 & 2012 Golf Course construction loan- \$57,289- Principal and Interest
3. 2011 & 2012 parking lot loan - \$148,110

Upcoming Payments Due

1. 2001 ABAG loan payment due June 2013 - \$291,447.50
2. Parking lot loan payments due June 2013 - \$74,055.00 – City of Antioch loan
3. Clubhouse loan principal and interest payment due January 2013 – \$ 48,379.00 – City of Antioch Loan.

The 2001 ABAG loans are the only 3rd party loans in this situation, the parking lot renovation and clubhouse loans were made by the City of Antioch to the Antioch Golf Course Nonprofit Corporation.

SUMMARY


The City Council Subcommittee has reviewed the current financial obligations of the Lone Tree Golf Course and their current operating budget and revenue projections for the past three years. As a result of these discussions and reviews, they have concluded the following:

1. The Antioch Golf Corporation Board of Directors continues significant strides to improve the operations of the golf course in a fiscally conservative manner while trying to maintain quality of the course and excellent customer service.
2. The Antioch Golf Corporation Board of Directors is making a strong push to improve revenue generation of the facility through an aggressive marketing campaign.
3. The golf course provides a benefit to the community and its stakeholders.
4. The lines of communication now established by this Subcommittee need to be maintained.

RECOMMENDATIONS

1. Maintain the prioritization of the payment of the ABAG loan by the Antioch Golf Corporation board of directors. A significant portion of this loan payment must be made annually.
2. Continue to defer the two construction loan payments (site parking lot and additional clubhouse/event center construction costs) until after the ABAG loan payments are current and there are sufficient revenues available over operational expenses annually to pay the ABAG loan and the two construction loans to the City.

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE
COUNCIL MEETING OF APRIL 9, 2013**

FROM: Lynn Tracy Nerland, City Attorney 
DATE: March 27, 2013
SUBJECT: Gas Pipeline Franchise

RECOMMENDATION

Motion to approve the assignment of Franchise for the natural gas pipeline (Ordinance No. 801-C-S) from Venoco, Inc. to Vintage Production California, LLC, a subsidiary of Occidental Petroleum Corporation, and authorize the City Manager to execute the attached Assignment and Assumption Agreement (Attachment A)

BACKGROUND INFORMATION

Pursuant to Ordinance No. 801-C-S dated January 8, 1991, the City of Antioch granted a franchise to Union Oil Company for a 12-inch high-pressure natural gas and oil pipeline in City of Antioch right-of-way for twenty-five years for a one-time fee of \$226,376 (Attachment B). The pipeline transports natural gas from the Lathrop natural gas fields, along Deer Valley Road to Lone Tree Way to James Donlon Boulevard to Somersville Road to Buchanan Road and then to the Chevron property in Antioch from where it is then piped in Chevron lines to the Chevron refinery in Richmond (Attachment C includes a map). The approximately 7 miles of pipeline can transport 50 million standard cubic feet of natural gas a day, but currently transports approximately 5 million standard cubic feet of natural gas a day.

More details regarding the operations of the gas pipeline are found in Attachment D, including highlights of the safety plan that Venoco and now Vintage follow. The system is operated remotely. Vintage has a crew in Rio Vista. The U.S. Department of Transportation and State Fire Marshall oversee the operation of the pipeline. The normal operating pressure of the pipeline is 500 to 770 psig and it automatically shuts down at 800 psig. More detailed safety plans have been provided to the Public Works Director/City Engineer.

The Franchise requires the franchise holder to relocate its pipelines, at its expense, if deemed necessary by the City. The Franchise also requires the franchise holder to repair any public improvements that it damages and to indemnify the City for any claims.

Section 7 of the Franchise requires the City Council to consent to any sale or assignment of the Franchise. The Franchise was previously assigned to Tosco Corporation, Conoco Phillips, and Venoco Inc. due to various corporate sales and mergers. Venoco Inc. has sold its interests to

Vintage Production California LLC, pending approval of the assignment from the various jurisdictions through which the pipeline runs. The Cities of Brentwood and Counties of San Joaquin and Contra Costa are also being asked to approve the assignment. Brentwood already did so.

FINANCIAL IMPACT

The Franchise called one-time fee of \$226,376 that was paid in 1991. The parties have agreed to a \$4,000 fee for the assignment and \$10,000 payment for staff time to process the requested consent. Vintage intends to negotiate terms for a new Franchise in 2016. Vintage knows that the City is eager to commence those negotiations as soon as possible.

OPTIONS

The City Council has the option of approving or modifying the Assignment and Assumption Agreement to assign the Franchise from Venoco Inc. to Vintage Production LLC. Should the Council desire to deny the assignment, further research would be necessary.

ATTACHMENTS

- A. Proposed Assignment and Assumption Agreement
- B. Ordinance No. 801-C-S
- C. Power Point Presentation regarding the Pipeline
- D. Occidental Petroleum Letter regarding assets and insurance

ASSIGNMENT AND ASSUMPTION AGREEMENT

Venoco, Inc. / Vintage Production California, LLC City of Antioch Franchise Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment Agreement") is made and entered into this 29th day of March, 2013, by and between the City of Antioch, a municipal corporation of the State of California ("City"), Venoco, Inc. ("Assignor") and Vintage Production California LLC ("Assignee") (collectively, the "Parties"), and is made with reference to the following facts:

RECITALS

A. On January 8, 1991, the City Council approved Ordinance 801-C-S, granting an oil and gas pipeline franchise (the "Franchise") to Union Oil Company of California, dba Unocal Corp. for 25 years for a franchise fee of \$226,376.35.

B. The Franchise allows for the construction, installation, maintenance, operation, inspection, protection, repair, replacement, renewal, removal or abandonment in place of an oil and gas pipeline, not to exceed 12 inches in diameter, generally running north-westerly along Deer Valley Road to Lone Tree Way to James Donlon Boulevard to Somersville Road to Buchanan Road and then to the Chevron property in Antioch.

C. The City previously approved assignments of the Franchise to Tosco Corporation, Conoco Phillips, and Venoco Inc. due to various corporate sales and mergers.

D. On December 20, 2013, Venoco, Inc. formally requested City consent to assign the Franchise to Vintage Production California LLC ("Vintage") in order to execute the terms of a Purchase and Sale Agreement between Venoco and Vintage dated December 21, 2012.

E. Pursuant to Section 7 of Ordinance 801-C-S, City consent to assignments of the Franchise is required.

F. Venoco has submitted a check to the City in the amount of \$14,000 in consideration for the consent to the assignment and to cover the City's costs in processing their assignment request.

NOW THEREFORE, incorporating the above recitals and in consideration of the covenants and obligations set forth herein, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights and obligations as set forth in the Franchise.

2. Assumption. Assignee hereby assumes all of Assignor's rights and obligations as set forth in the Franchise.

3. City Consent. City hereby agrees and consents to the assignment from Assignor to Assignee of all of Assignor's rights and obligations as set forth in the Franchise, and to all previous assignments of the Franchise.

4. Costs. Assignor shall pay to City an Assignment Fee in the amount of Four Thousand Dollars (\$4,000.00) and Ten Thousand Dollars (\$10,000) to cover staff costs in processing the assignment request.

5. General Terms and Conditions. The following general terms and conditions shall apply to this Assignment Agreement.

5.1 Hold Harmless. In addition to the hold harmless provisions contained within the Franchise, Assignee shall defend, indemnify and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including the payment of prevailing wages and attorney's fees, which arises out of or is in any way connected with this Assignment Agreement, notwithstanding that City may have benefited from this Assignment Agreement. This hold harmless provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Assignee. The Parties expressly agree that this section shall survive the expiration or early termination of this Agreement.

5.2. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

5.3. Successors and Assigns. It is mutually understood and agreed that this Assignment Agreement shall be binding upon the Parties and their respective successors. Neither this Assignment Agreement nor any part hereof nor any monies due or to become due hereunder may be assigned by Assignee without the prior consent of City.

5.4. Governing Law. This Assignment Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

5.5. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Assignment Agreement shall be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

5.6. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Assignment Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

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

Copy to: City Attorney
City of Antioch
P.O. Box 5007
Antioch, CA 94531

ASSIGNMENT AND ASSUMPTION AGREEMENT

Venoco, Inc. / Vintage Production California, LLC City of Antioch Franchise Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment Agreement") is made and entered into this ____ day of _____, 2013, by and between the City of Antioch, a municipal corporation of the State of California ("City"), Venoco, Inc. ("Assignor") and Vintage Production California LLC ("Assignee") (collectively, the "Parties"), and is made with reference to the following facts:

RECITALS

A. On January 8, 1991, the City Council approved Ordinance 801-C-S, granting an oil and gas pipeline franchise (the "Franchise") to Union Oil Company of California, dba Unocal Corp. for 25 years for a franchise fee of \$226,376.35.

B. The Franchise allows for the construction, installation, maintenance, operation, inspection, protection, repair, replacement, renewal, removal or abandonment in place of an oil and gas pipeline, not to exceed 12 inches in diameter, generally running north-westerly along Deer Valley Road to Lone Tree Way to James Donlon Boulevard to Somersville Road to Buchanan Road and then to the Chevron property in Antioch.

C. The City previously approved assignments of the Franchise to Tosco Corporation, Conoco Phillips, and Venoco Inc. due to various corporate sales and mergers.

D. On December 20, 2013, Venoco, Inc. formally requested City consent to assign the Franchise to Vintage Production California LLC ("Vintage") in order to execute the terms of a Purchase and Sale Agreement between Venoco and Vintage dated December 21, 2012.

E. Pursuant to Section 7 of Ordinance 801-C-S, City consent to assignments of the Franchise is required.

F. Venoco has submitted a check to the City in the amount of \$14,000 in consideration for the consent to the assignment and to cover the City's costs in processing their assignment request.

NOW THEREFORE, incorporating the above recitals and in consideration of the covenants and obligations set forth herein, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights and obligations as set forth in the Franchise.

2. Assumption. Assignee hereby assumes all of Assignor's rights and obligations as set forth in the Franchise.

3. City Consent. City hereby agrees and consents to the assignment from Assignor to Assignee of all of Assignor's rights and obligations as set forth in the Franchise, and to all previous assignments of the Franchise.

4. Costs. Assignor shall pay to City an Assignment Fee in the amount of Four Thousand Dollars (\$4,000.00) and Ten Thousand Dollars (\$10,000) to cover staff costs in processing the assignment request.

5. General Terms and Conditions. The following general terms and conditions shall apply to this Assignment Agreement.

5.1 Hold Harmless. In addition to the hold harmless provisions contained within the Franchise, Assignee shall defend, indemnify and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including the payment of prevailing wages and attorney's fees, which arises out of or is in any way connected with this Assignment Agreement, notwithstanding that City may have benefited from this Assignment Agreement. This hold harmless provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Assignee. The Parties expressly agree that this section shall survive the expiration or early termination of this Agreement.

5.2. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

5.3. Successors and Assigns. It is mutually understood and agreed that this Assignment Agreement shall be binding upon the Parties and their respective successors. Neither this Assignment Agreement nor any part hereof nor any monies due or to become due hereunder may be assigned by Assignee without the prior consent of City.

5.4. Governing Law. This Assignment Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

5.5. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Assignment Agreement shall be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

5.6. Notices. Service of any notices, bills, invoices or other documents required or permitted under this Assignment Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

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

Copy to: City Attorney
City of Antioch
P.O. Box 5007
Antioch, CA 94531

Assignor: Venoco, Inc.
Attention: Pat Moran, Sr. Land Negotiator
6267 Carpinteria Ave., Ste. 100
Carpinteria, CA 93013

Assignee: Vintage Production California LLC
Attention: Russ Ledbetter, Land Manager
9600 Ming Ave.
Bakersfield, CA 93311

5.7 Nondiscrimination. During the term of this Assignment Agreement, the parties shall comply with the state and federal laws regarding non-discrimination.

5.8 Authority. The parties executing this Assignment Agreement on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind the Parties, respectively, to the terms and conditions hereof.

ASSIGNOR:

By: Patrick T. Moran
PATRICK T. MORAN
ITS ATTORNEY-IN-FACT
By: _____

CITY:

By: _____
Jim Jakel, City Manager

ATTEST:

By: _____
Arne Simonsen, City Clerk

ASSIGNEE:

*By: Russell P. Ledbetter
Russell P. Ledbetter
Attorney-In-Fact
**By: _____

APPROVED AS TO FORM:

By: _____
Lynn Tracy Nerland, City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

*Group A.
Chairman,
President, or
Vice-President

**Group B.
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

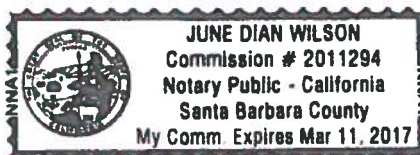
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On March 29, 2013, before me, June Dian Wilson, a notary public, personally appeared Patrick T. Moran who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



[Signature] (Seal)
Notary Public

ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Kern)

On April 1, 2013, before me, Rachel O. Chavez, a notary public, personally appeared Russell P. Ledbetter who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



[Signature] (Seal)
Notary Public

VINTAGE PRODUCTION CALIFORNIA LLC

POWER OF ATTORNEY

The undersigned, Vintage Production California LLC, a Delaware limited liability company (the "Company"), by these presents, does make, constitute and appoint William Albrecht, Duane Dudics, Michael D. Gooding, Russell P. Ledbetter, Francisco J. Leon, Sally McElroy, Richard W. Oringderff, Stacy L. Palmatary, Brenda Shumate, Todd Stevens, Michael Viayra, Marc R. Waugh and Alan White, and each of them acting individually, its true and lawful Attorneys-in-Fact for it and in its name, place and stead, to enter into, execute, acknowledge and deliver on behalf of the Company the instruments designated and described below:

- (1) Agreements pooling royalty on any or all minerals of the Company under oil, gas and/or other mineral leases with royalty on any or all minerals under oil, gas and/or other mineral leases of third parties
- (2) Agreements pooling oil, gas and/or other mineral leases and the rights thereunder of the Company with oil, gas and/or other mineral leases or minerals and rights thereunder of third parties
- (3) Agreements providing for the joint or unit development of oil, gas and/or other mineral leases or minerals of the Company with oil, gas and/or other mineral leases or minerals of third parties
- (4) Agreements pooling unleased interests in minerals of the Company with unleased mineral rights and/or rights in oil, gas and/or other mineral leases of third parties
- (5) Agreements pledging contributions to third parties in connection with the drilling of wells
- (6) Agreements subordinating oil, gas and/or other mineral leases or minerals and the rights thereunder of the Company to the rights of third parties
- (7) Agreements for the purchase, or exchange, of minerals or oil, gas and/or other mineral leases or interests in minerals or oil, gas and/or other mineral leases and assignments, leases or deeds pursuant thereto
- (8) Agreements for the sale, lease or assignment of minerals and/or oil, gas and/or other mineral leases and the necessary instruments pursuant thereto
- (9) Agreements for the renting, leasing, licensing, permitting, purchase and/or sale of real property and/or personal property and the necessary instruments pursuant thereto

- (10) Division orders and Transfer orders covering sale of oil, gas and/or other minerals
- (11) Agreements for geological and geophysical exploration work and any other agreements for test well drilling, and any and all other agreements of a functional nature pertaining to the acquisition, exploration, testing, development, and operation of oil, gas and/or other mineral properties
- (12) Easements, rights-of-way, servitudes, licenses and permits on lands owned by the Company
- (13) Oil, gas and/or other mineral leases on fee lands and on mineral rights in lands of the Company wherever situated
- (14) Oil, gas and/or other mineral leases on lands of members of any Tribe of Indians and/or lands of Natives, on mineral interests of any Indian Tribe and/or Native corporation, company, or organization, on public lands and other lands of the United States of America wherever situated, on public lands and other lands of any State and of any subdivision of any State wherever situated, in which the Company is lessee
- (15) Oil, gas and/or other mineral leases on any land or mineral interest regardless of ownership wherever situated, in which the Company is lessee
- (16) Agreements for the sale of mineral producing properties, oil, gas and/or other mineral leases, and other mineral interests owned by the Company
- (17) Assignments, transfers, conveyances, deeds, oil, gas and/or other mineral leases, bills of sale and other instruments in connection with sales of leases, wells and related facilities and/or installations, together with personal property in, on and/or serving the properties sold
- (18) Bids, applications and filings for oil, gas and/or other mineral leases on lands of the United States of America and any State owned lands, including such lands embraced within the area called "the Outer Continental Shelf", on lands of any Indian Tribe, on lands of any Native corporation, company or organization
- (19) Leases of the surface of lands wherever situated of the Company for agricultural grazing and other purposes
- (20) Subleases of rights under surface leases and under oil, gas and/or other mineral leases of the Company
- (21) Releases and surrenders of leases, oil, gas and/or other mineral leases and easements in real estate wherever situated
- (22) Agreements for consulting services and/or other personal services

- (23) Saltwater disposal agreements and right-of-way agreements and agreements for construction of facilities necessary for the functional operation thereof
- (24) Development contracts, unit agreements and other agreements relating thereto with the federal, state and local governments and the various departments, agencies and branches thereof
- (25) Assignments and/or partial assignments of oil, gas and/or other mineral leases covering federal, state or other lands
- (26) Assignments of operating rights and designations of operator under oil, gas and/or other mineral leases covering federal, state or other lands

Said Attorneys-in-Fact are hereby granted full and complete power and authority to execute, acknowledge and deliver such other documents and instruments and to do such things and perform such acts as may be necessary or convenient in connection with the foregoing.

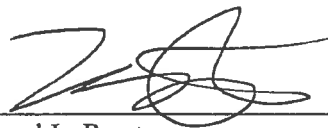
The Company hereby declares that each and every act, matter and thing which shall be given, made and done by said William Albrecht, Duane Dudics, Michael D. Gooding, Russell P. Ledbetter, Francisco J. Leon, Sally McElroy, Richard W. Oringderff, Stacy L. Palmatary, Brenda Shumate, Todd Stevens, Michael Viayra, Marc R. Waugh and Alan White, in connection with the exercise of any or all of the aforesaid powers, shall be as good, valid and effectual to all intents and purposes as if the same has been given, made and done by the Company in its company presence and it hereby ratifies whatsoever said Attorneys-in-Fact, or any of them, shall lawfully do or cause to be done by virtue hereof.

The Company shall be bound to the representations made on its behalf by said Attorneys-in-Fact and waives any and all defenses which may be available to the Company to contest, negate or disaffirm the actions of said Attorneys-in-Fact under this Power of Attorney.

IN WITNESS WHEREOF, Vintage Production California LLC has hereunto caused its name to be subscribed and its company seal to be affixed as of the 25th day of June, 2012.

VINTAGE PRODUCTION CALIFORNIA LLC

By


Michael L. Preston
Vice President and General Counsel

Recording Requested by

And When Recorded Mail to:

Venoco, Inc.
6267 Carpinteria Avenue
Suite 100
Carpinteria, California 93013
Attention: Pat Moran
(805) 745-2145


CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2013-0024058-00
Tuesday, JAN 29, 2013 10:00:51
CPY \$3.00:MOD \$3.00:REC \$13.00
FTC \$2.00:RED \$1.00:ERD \$1.00
Ttl Pd \$23.00 Rcpt # 0001551393
rrc/R9/1-3

State of California §

County of Contra Costa §

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

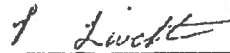
That the Board of Directors of Venoco, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Board"), does hereby make, constitute and appoint:

Patrick T. Moran its true and lawful Attorney-in-Fact with power and authority in accordance with the provisions of this instrument, for and on behalf of and in the name, place and stead of Venoco, Inc. (the "Company") to execute the instruments specifically set forth herein. The authority granted herein shall permit the Attorney-in-Fact to execute, deliver, file, receive, accept and/or acknowledge onshore oil and gas leases and extensions and amendments thereto, lease option agreements, pooling declarations, assignments, right-of-ways, surface leases and land-use permit applications and other related instruments related thereto, as required to facilitate the Company's oil and gas operations.


This Power of Attorney has been in effect as of May 26, 2000, as stated in the Board's Minutes of May 26, 2000, and shall remain in full force and effect until expressly revoked by Venoco, Inc.

IN WITNESS WHEREOF, Venoco, Inc., pursuant to the Board's Resolution of May 26, 2000, has caused these presents to be executed by its duly authorized Vice President and its Corporate Seal to be hereunto affixed and attested by its Secretary this 18th day of January, 2013.

[CORPORATE SEAL]

By: 
Name: Ian Livett
Title: Vice President
Southern California

ATTEST:

BY: 
Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of SANTA BARBARA

On JAN 18, 2013 before me, JORDAN D. REED, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared IAN G. LIVETT

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature: JORDAN REED

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: LIMITED POWER OF ATTORNEY - CONTRA COSTA

Document Date: JAN 18, 2013

Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: IAN G. LIVETT

Signer's Name: _____

Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



RIGHT THUMBPRINT OF SIGNER

Top of thumb here

UNOCAL'S COPY

57880

ORDINANCE NO. 801-C-S

AN ORDINANCE OF THE CITY OF ANTIOCH
GRANTING A PIPELINE FRANCHISE TO
UNION OIL COMPANY OF CALIFORNIA,
dba Unocal

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

SECTION I:

THAT A FRANCHISE IS GRANTED by the CITY OF ANTIOCH,
whose address is P.O. Box 130, Third and "H" Streets, Antioch,
California 94509-0504, hereinafter referred to as "CITY", to
UNION OIL COMPANY OF CALIFORNIA, dba Unocal, a California
Corporation, whose address is P.O. Box 7600, 1201 West 5th
Street, Los Angeles, California 90051, hereinafter referred to
as "FRANCHISEE".

RECITALS

A. FRANCHISEE desires to transport natural gas and
other substances resulting from the drilling for production,
transportation and storage of petroleum oil, gas and other
hydrocarbon substances, through an underground pipeline in
public highways, streets, alleys and other public places of
CITY, and FRANCHISEE intends to construct, maintain and use
said underground pipeline for the transmission of said
substances.

B. CITY will permit FRANCHISEE to construct,
maintain and operate said pipeline through the public ways and

places of CITY subject to certain covenants, limitations and restrictions as hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of these premises and the following terms and conditions, the City Council of CITY does ordain and FRANCHISEE, by acceptance hereof agrees, as follows:

1. The right, privilege and franchise is hereby granted to FRANCHISEE from time to time to construct, install, maintain, operate, inspect, protect, repair, replace, renew and remove or abandon in place, a pipeline not to exceed 12.75 inches outside diameter, and such other pipeline or pipelines as may be authorized from time to time by the City Engineer or by resolution by the City Council; for the transportation of the substances identified herein, together with all manholes, valves, valve boxes, service connections and other appurtenances, devices, appliances and attachments necessary or convenient for the operation of said pipeline or pipelines, including but not limited to facilities for cathodic protection, communication circuits and monitoring and testing systems, for the term of twenty-five (25) years from and after the date when this Franchise shall become effective, in, under, along and across the public highways, streets and alleys and other public places of CITY, in and along the routes to be followed by said pipeline, all as shown on Drawings dated September 1, 1988, respectively, on file in the Office of the City Clerk, and such other routes as may be authorized from time to time by the City Engineer or by

resolution adopted by the City Council, generally following Lone Tree Way from the eastern city limits, thence along James Donlon Boulevard and Somersville Road to the westerly city limits.

2. Definitions:

(a) FRANCHISEE as used herein means and includes: Union Oil Company of California, dba Unocal, a California corporation, its successors and assigns;

(b) PUBLIC HIGHWAY, STREET, ALLEY and PUBLIC PLACE includes all the area within the right of way for all public highways, streets, alleys and other public places in the CITY now or hereafter coming under the jurisdiction or ownership of CITY; and

(c) The word "PIPELINE" herein means all property constructed, installed, operated or maintained in any public highway, street, alley and other public place pursuant to any right or privilege granted by this Franchise.

3. The Franchise granted herein shall be held and enjoyed only upon the provisions and conditions prescribed by law and those contained in this Franchise.

4. The pipeline to be constructed and operated under this Franchise shall be built and constructed in a good workmanlike manner and of good material, and any pipes, manholes or other appurtenances laid, located or maintained hereunder shall be so placed as to not interfere with the use of said public highway or other public place by the traveling public or for public purposes. In constructing, installing

and maintaining the pipeline, FRANCHISEE shall make and backfill all excavations in such manner and way as to leave the surface of the public highway or other public place in as good condition as it was prior to said excavation and to repair any trench subsidence as well as to conform to the statutes of the State of California and specifications of CITY, with respect to securing of permits and the excavation, filling and obstruction of CITY streets. CITY shall have the right to designate the location, or approve in writing plans for the location, of all pipes prior to commencement of construction. The work to erect or lay said pipeline shall be commenced in good faith within no more than twelve (12) months from the execution of this Franchise, unless delay in commencement is caused by conditions beyond the control of FRANCHISEE, and if not so commenced, this Franchise shall be forthwith terminated and the franchise described herein forfeited. Franchisee shall also fully comply with all the conditions and mitigation measures specified in the Environmental Impact Report and ancillary documents for this project, all as approved by Contra Costa County.

5. CITY reserves the right to vacate any public highway, street or alley or portion thereof subject to this Franchise, without obligation or liability to FRANCHISEE, and may, to the extent deemed necessary or advisable to CITY, terminate that portion of this Franchise affected by the vacated public highway, street or alley, provided that CITY shall make available to FRANCHISEE under the same terms,

conditions and provisions of this Franchise, the right and privilege to use an alternate route upon reasonably convenient public highways and streets or alleys, which alternate route shall be accepted without recourse by FRANCHISEE. CITY shall have no obligation whatsoever to pay for any costs of FRANCHISEE for relocation.

6. FRANCHISEE shall remove or relocate without expense to CITY any facilities installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place, including the construction of any subway or viaduct by CITY, however, FRANCHISEE shall not be required to bear the expense of any removal or relocation made at the request of CITY on behalf of or for the benefit of any developer or other third party.

7. FRANCHISEE shall not sell or assign this Franchise or any of the rights and privileges granted hereby without the consent of the City Council, nor shall this Franchise for rights or privileges be sold, transferred or assigned except by a duly executed instrument in writing, filed in the office of the City Clerk of CITY. Any property installed, maintained or used in public highways, streets, alleys or other public places pursuant to this Franchise may be owned partly or wholly by persons, firms or corporations other than FRANCHISEE, but FRANCHISEE shall be solely responsible for the operation and maintenance of such property; and FRANCHISEE holds itself responsible to CITY for

the full performance and observance of the terms and conditions of this Franchise by such other owners.

8. CITY reserves the right to improve any highway, street, alley or other public places or any portion thereof, and there is further reserved to CITY and any political subdivision or district within CITY the right to construct, reconstruct, install, repair and maintain in any such highway, street, alley or other public places or portion thereof, any public improvement.

If notice in writing is given to FRANCHISEE ninety (90) calendar days in advance of the fact that work is to be done pursuant to any right reserved above in this section, specifying the general nature of the work and the area in which the same is to be performed, FRANCHISEE shall do all things necessary to protect its pipeline during the progress of such work, and if ordered by the City Council said notice will, if available and practicable, provide an alternate route within the public highway in which FRANCHISEE may at its option relocate its pipeline for a temporary or permanent use, to such extent, in such manner and for such period as shall be necessary to permit the performance of such work in an economical manner, and in accordance with generally recognized engineering and construction methods, and to permit the maintenance, operation and use of such public improvement of the highway, street, alley or other public places as so improved. All of such things to be done and work to be

performed by FRANCHISEE shall be at the sole cost and expense of FRANCHISEE.

In the event that CITY or any political subdivision or district within CITY shall hereafter construct, install, reconstruct or repair any bridge, culvert, storm drain, sanitary sewer or other facility owned or operated by any such agencies over or underlying any highway, street, alley or other public places in which FRANCHISEE's pipeline is located pursuant to this Franchise, and in the event that the cost of such work as may reasonably be required is increased in order to provide for the installation, maintenance or operation of FRANCHISEE's pipeline in or on the area covered by or underlain by said bridge or other artificial support, then FRANCHISEE shall either modify its pipeline to accommodate said bridge or other facilities, to eliminate the increased cost incurred by the presence of FRANCHISEE's pipeline, or shall pay to CITY or such political subdivision or district doing such work the full amount of increase of cost upon completion of such construction, installation or repair, such cost to be properly documented and identified to FRANCHISEE.

Any damage done directly or indirectly to any public street, highway, alley or other public improvement by FRANCHISEE, in exercising directly or indirectly any right, power or privilege under this Franchise, or in performing any duty under or pursuant to the provisions of this Franchise, shall be promptly repaired by FRANCHISEE at its sole cost and expense, to the complete satisfaction of CITY.

9. If FRANCHISEE shall fail to comply or to commence and diligently proceed toward compliance with any instruction of the City Council or City Engineer with respect to the location of said pipeline franchised hereunder or the repair of any damage to streets, alleys, highways or other public facilities within the highway right of way in which the franchise is granted, within ninety (90) calendar days after the service of written notice upon FRANCHISEE requiring compliance therewith, then the City Council may immediately cause to be done whatever work is necessary to carry out the instructions at the cost and expense of FRANCHISEE, which cost FRANCHISEE agrees to pay upon demand.

10. CITY may, upon such reasonable terms and conditions as it may determine, give FRANCHISEE permission to abandon, without removing, the pipeline or any portion thereof installed under this Franchise. The ownership of the pipeline or portion thereof abandoned pursuant to such permission shall thereafter vest in CITY.

11. It is expressly understood and agreed that by CITY's granting this Franchise it in no way expresses or implies any warranty whatsoever of its power, right or authority to grant this Franchise and FRANCHISEE, by acceptance hereof, expressly accepts all obligations and liabilities hereunder at its own risk and without recourse to CITY. FRANCHISEE further agrees to expressly hold CITY, its officers, agents and employees free, clear and harmless from any and all claims, litigations and suits against CITY, its

officers, agents and employees arising from or in any way connected with the exercise by FRANCHISEE of any of the rights herein granted to FRANCHISEE, and to further reimburse CITY for any expense incurred by CITY in connection therewith, including but not limited to attorneys' fees, court costs, witness fees and loss of time of CITY personnel. Should this Franchise be terminated or forfeited for any cause or reason whatsoever, any fees theretofore paid by FRANCHISEE to CITY shall be without recourse or refund.

12. FRANCHISEE shall pay to CITY as a one-time Franchise fee of \$226,376.35.

13. Any neglect or refusal to comply with any of the conditions of this Franchise, which neglect, failure or refusal shall continue for more than thirty (30) calendar days following notice thereof to FRANCHISEE from CITY shall (unless FRANCHISEE shall be unable to comply with such notice by reason of strikes, riots, acts of God or of public enemies) work a forfeiture hereof, and CITY, by its Council, may thereupon declare this Franchise forfeited and terminated, and may exclude FRANCHISEE from further use of the public highways, streets, alleys and public places of CITY under this Franchise; and FRANCHISEE shall thereupon surrender all rights in and to the same, and this Franchise shall be deemed and shall remain null, void and of no effect.

14. This Franchise incorporates the provisions of Public Utilities Code §§6201 through 6302, as such provisions

are effective at the granting of this Franchise and as they may be amended from time to time.

15. The provisions of this Franchise and all rights, obligations and duties hereunder shall inure to and be binding upon FRANCHISEE, its successors and assigns.

SECTION II:

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

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 18th day of December, 1990, and passed and adopted at a regular meeting thereof, held on the 8th day of January, 1991.

AYES: Council Members Freitas, Price, Rimbault, Stone and Mayor Keller.
NOES: None.
ABSENT: None.



MAYOR OF THE CITY OF ANTIOCH

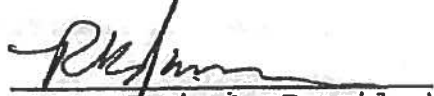
ATTEST:



CITY CLERK OF THE CITY OF ANTIOCH

THE FOREGOING FRANCHISE is hereby accepted, subject to all of its terms and conditions.

UNION OIL COMPANY OF CALIFORNIA
dba UNOCAL, a California Corp.

By 
R. K. Jemison, President
Its Unocal Real Estate Division

Dated October 30, 1990

APPROVED
Description: *Leases et al.*
Legal Dept: *[Signature]*
Operating Dept: *[Signature]*
Unocal Real Estate
Division
E. R. Jackson

My Commission Expires December 29, 1993
 LOS ANGELES COUNTY
 PRINCIPAL OFFICE IN
 NOTARY PUBLIC-CALIFORNIA
MONA HERBERT
 OFFICIAL SEAL



Notary's Signature

Mona Herbert

WITNESS my hand and official seal.

On this the 15th day of November 1990, before me, Mona Herbert, the undersigned Notary Public, personally appeared Richard K. Jamison, President Unocal Real Estate Division, personally known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

State of California
 County of Los Angeles § SS.

ConocoPhillips

Mona D. Hebert, SRWA
3900 Kilroy Airport Way, Suite 210
Long Beach, CA 90806
Phone: (562) 290-1519
Email: mona.hebert@conocophillips.com

August 1, 2005

William R. Galstan
City of Antioch
City Hall
Third and H
Antioch, California 94509

Dear Mr. Galstan:

Re: Franchise Ordinance No. 801-C-S
Tosco Corporation
Request for Consent to Assignment of Franchise

On January 1, 2003, Tosco Corporation was merged with and into ConocoPhillips Company and ceased to exist as a legal entity. ConocoPhillips Company assumed all of Tosco Corporation's properties, rights and obligations including a 12-inch natural gas pipeline which is operated and maintained within Antioch public streets pursuant to Franchise Ordinance No. 801-C-S.

It is hereby requested that the City of Antioch acknowledge and consent to the assignment, transfer and conveyance by TOSCO CORPORATION, a Nevada corporation, of all of its rights, title, and interest to Franchise Ordinance No. 801-C-S, to CONOCOPHILLIPS COMPANY, a Delaware corporation, or a subsidiary or affiliate thereof.

Enclosed for your information is a copy of the Certificate of Merger between ConocoPhillips Company and Tosco Corporation and a copy of Ordinance Number 801-C-S.

Please indicate your acceptance of this acknowledgement by signing, dating and returning the attached copy of this letter.

Very truly yours,

CONOCOPHILLIPS COMPANY

By: 
TIM R. THOMPSON, ATTORNEY-IN-FACT

MDH/mh

AGREED TO AND ACCEPTED

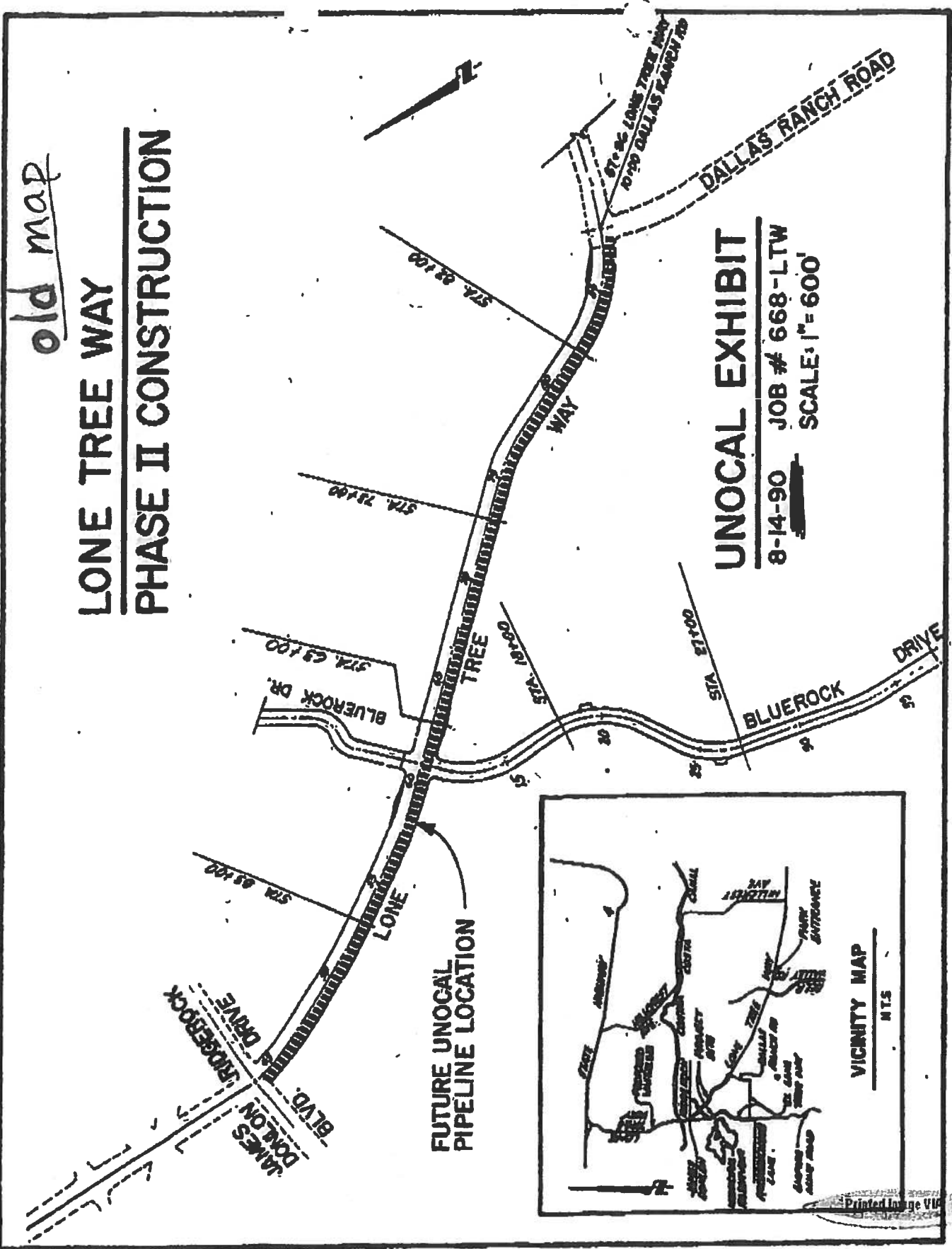
This 15 day of August, 2005

CITY OF ANTIOCH

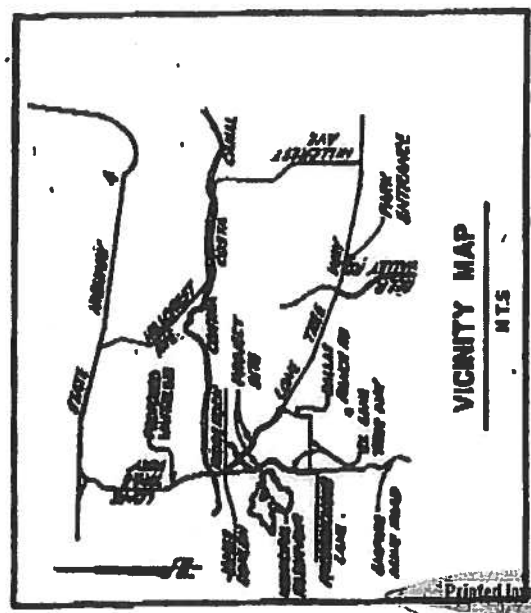
By: 
WILLIAM R. GALSTAN
CITY ATTORNEY

old map

LONE TREE WAY PHASE II CONSTRUCTION



UNOCAL EXHIBIT
 8-14-90 JOB # 668-LTW
 SCALE: 1" = 600'



VICINITY MAP
MTS

Venoco, Inc. ----
Request for Consent to
Assign Franchise No.
801-C-S in the
City of Antioch

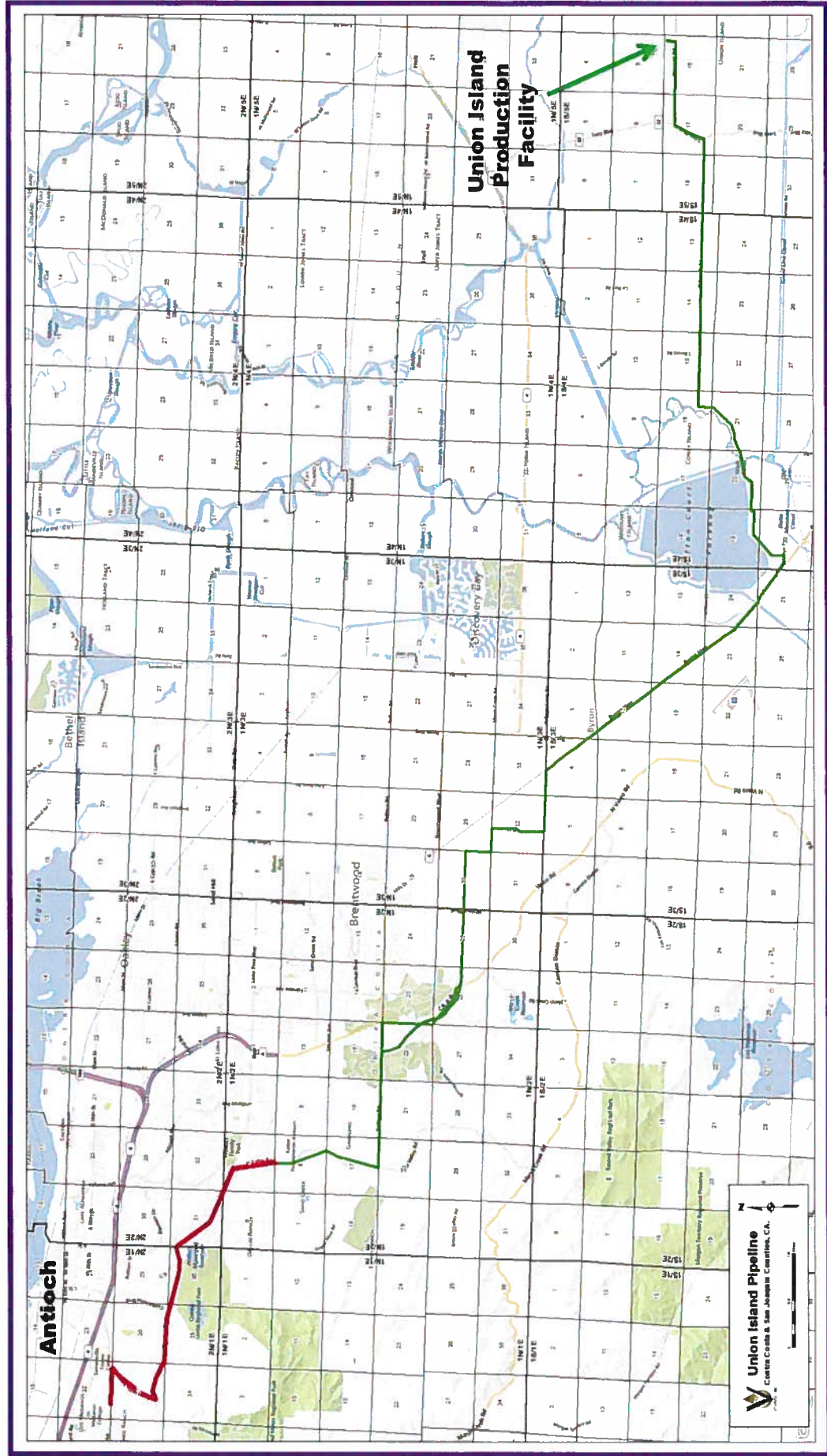


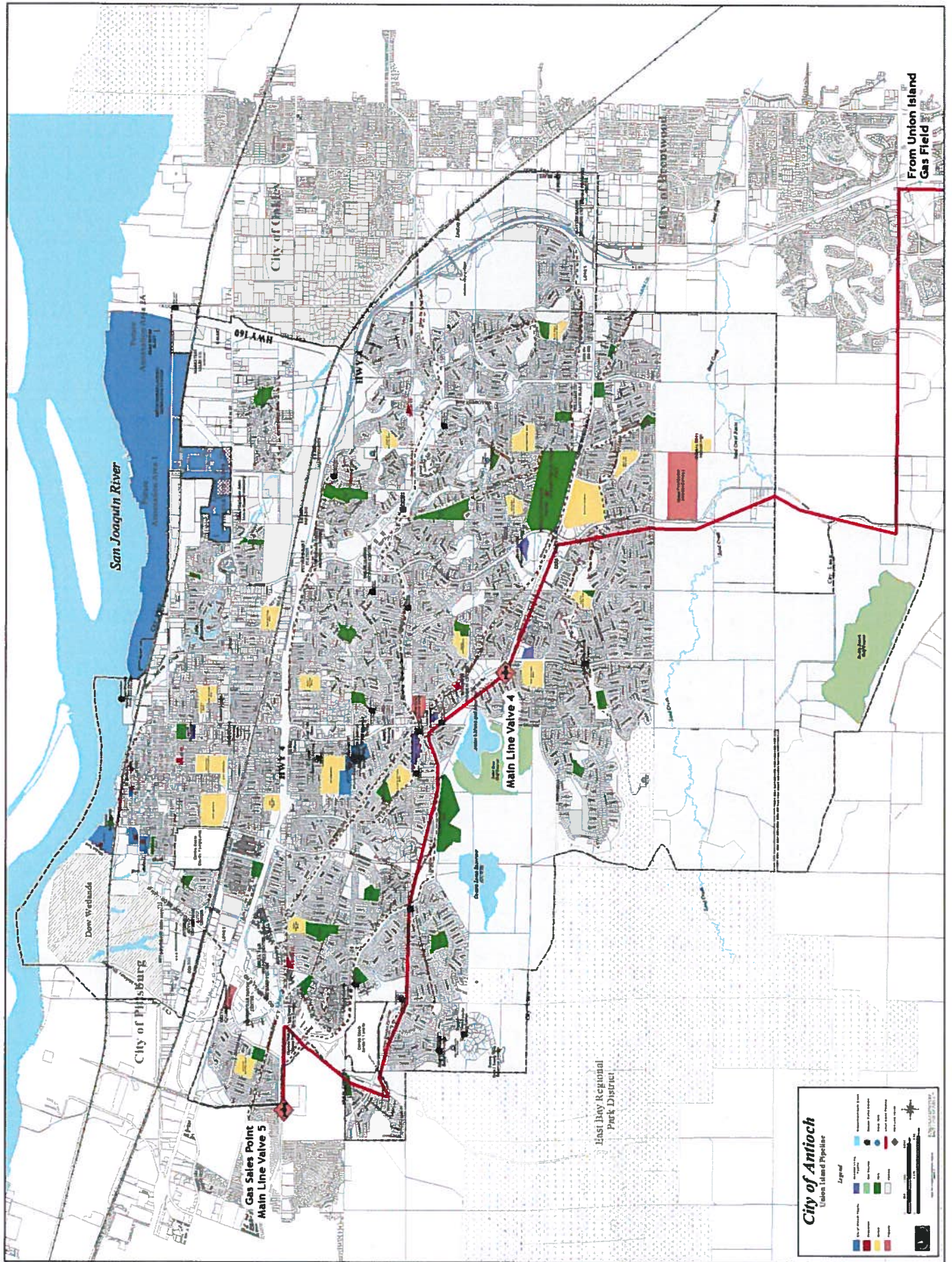
April 9, 2013

www.venocoinc.com



Venoco, Inc.; Union Island Pipeline System --- within City of Antioch





City of Antioch
 Union Island Pipeline

Legend

- Water
- San Joaquin River
- City of Pittsburg
- City of Charles
- City of Brentwood
- East Bay Regional Park District
- Gas Sales Point
- Main Line Valve
- Gas Line
- Water Line
- San Joaquin River
- City of Pittsburg
- City of Charles
- City of Brentwood
- East Bay Regional Park District

Scale: 1" = 100'

North Arrow



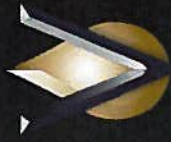
Union Island Natural Gas Pipeline System – General

- 12-inch pipeline installed in 1991
- Natural gas is delivered to east end of the pipeline from the following sources: Union Island, Lathrop and Bowmen natural gas field wells
 - Flow of gas is westerly, ending at Chevron U.S.A.'s property in City of Antioch
- Pipeline is capable of transporting 50 million standard cubic feet of natural gas per day (MCFD), but today transports approx. 5 MCFD
- 4 main valves along the route,
 - End of Clifton Court, near Byron along Byron Hwy
 - In Brentwood at the end of Concord Avenue
 - In Antioch, on Lone Tree Way
 - In Antioch, at Chevron U.S.A.'s Los Medanos Facility in Antioch where the pipeline ends.



Pipeline Facts

- One (1) pipeline; 12" natural gas (12.75" outside diameter)
- Total length Union Isl. Pipeline system = 35.34 miles
 - Length within the City of Antioch = 7.06 miles or 37,282 feet
- Grade and Type of Pipeline:
 - Steel, American Petroleum Institute (API) 5L X-52 ERW (electric resistance welding)
- Pipeline Coating:
 - Pritec 10/40
- Pipeline Pressures:
 - Maximum operating pressure = 800 psig
 - Normal operation pressure = 500 to 770 psig
 - Automatic safety shutdown of system at 800+ psig



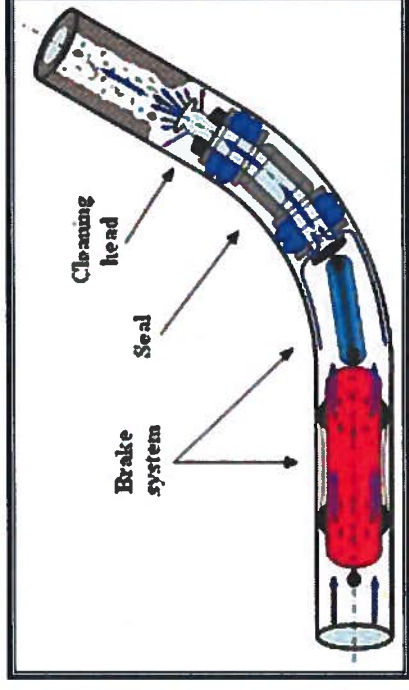
Pipeline Regulation and Oversight

- U.S. Dept. of Transportation – Pipeline and Hazardous Materials Safety Administration (49 CFR Part 192)
 - Operations & Maintenance
 - Design and Construction
 - Inspection (Pipeline Integrity Management)
 - Operator Qualification
 - Public Awareness
 - Emergency Response
 - Audits
- Ongoing daily, weekly, bi-monthly, semi-annual, and annual inspection and maintenance activities.

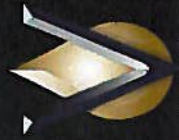


Internal Pipeline Integrity Testing

- Pipeline Internal Inspection; Gauge and/or Smart Pig



- “Pigging” of the pipeline is required every 7 years in accordance with DOT regulations; Venoco has currently set a frequency of every 5 years.



Gas Pipeline Leak Detection

- Supervisory Control and Data Acquisition (SCADA) system is used to continuously monitor for pipeline leaks.
- The SCADA system is monitored 24/7 from remote company control room by qualified control room operators.
- SCADA calculates volume shipped from the Union Island production facility main station and received at the Chevron-Los Medanos Facility. Preset alarm points based on normal operating ranges annunciate alarms which must be acknowledged and responded to by control room operators.
- Detection system meets DOT and API standards and guidelines.



Condition of Gas Pipeline

- Originally installed in ~1991.
- The overall condition of the pipeline within the City limits is very good.
- The last 'smart pig' inspection was performed in 2011 and showed no significant defects.
- The pipeline routes are routinely flown 2x a week for inspection, driven daily and walked 2x a year.
- Cathodic protection system has 68 testing stations and meets ASME/API specifications.



SAFETY PRECAUTIONS

--- Pipeline Emergencies

- U.S. Dept. of Transportation – Pipeline and Hazardous Materials Safety Administration (49 CFR Part 192)
- California State Fire Marshall – Pipeline Safety Division
- Remotely monitored 24/7
- Automatic safety shutdown of system at > 800 psig
- 24/7 365 Notification & Reporting Procedures
- 24/7 365 Incident Detection (SCADA) and Incident Mitigation Procedures
- 24/7 Initial and Sustained Emergency Response Teams
- Annual Training and Drills
- Local personnel live w/i 20 minutes (Oper. & Mngmnt.)



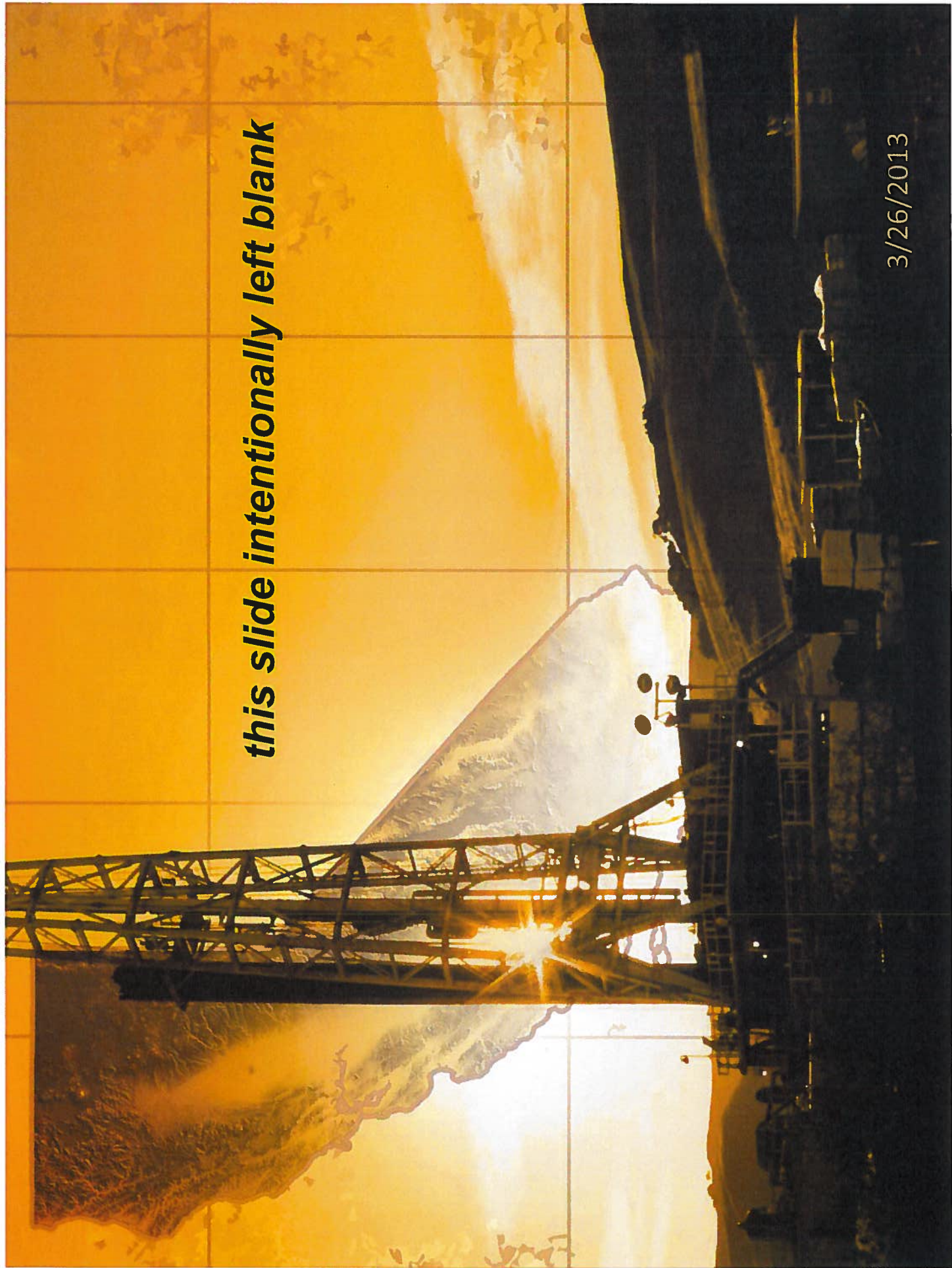
Vintage Ownership & Operations



- Since 1/1/13, Vintage has been operating the pipeline in accordance with Venoco's existing Pipeline Specific Operations & Maintenance ("PSOM") manual during the initial transition (PSOM hard copy provided to City of Antioch).
- Vintage/OXY will assume ownership and all operations of the pipeline upon approval from the City of Antioch.
 - Upon approval from City of Antioch, Vintage will then operate the pipeline under Vintage's PSOM (also a hard copy provided to the City of Antioch).
- Vintage intends to negotiate new terms in 2016 for the renewal of the Pipeline Franchise/Ordinance.

this slide intentionally left blank

3/26/2013





Occidental Petroleum Corporation

Occidental Petroleum Corporation
Occidental Tower
5005 LBJ Freeway, Dallas, TX 75244-6119
P.O. Box 809050, Dallas, TX 75380-9050
972/404-3542 FAX: 972/404-3937
Internet Address: steven_jones@oxy.com

Steven H. Jones
Assistant Director – Casualty Insurance

February 19, 2013

City of Antioch
Attn: Lynn Tracy Nerland, City Attorney
P.O. Box 5007
Antioch, CA 94531-5007

**Re: Union Island Pipeline
City of Antioch Franchise 801-C-S
Venoco File Number CA018.S00012**

Dear Lynn:

Vintage Production California LLC, subsidiary or affiliate of Occidental Petroleum Corporation, is insured through Occidental's worldwide insurance program. Occidental Petroleum Corporation is a multi-national corporation with assets in excess of \$65.6 billion dollars and stockholders' equity in excess of \$40.5 billion dollars. Occidental, like other multi-national corporations, self-insures, directly or indirectly, through deductibles and other risk finance alternatives, the majority of its primary layers of casualty and property. This letter will serve as evidence that Occidental agrees to, directly or indirectly, self-insure the liability assumed in the subject agreement.

This self insured letter will remain in effect throughout the term of the subject agreement. You can obtain current information about Occidental Petroleum Corporation by going to our website at www.oxy.com.

Any questions regarding this letter should be directed to the undersigned.

Sincerely,

Steven H. Jones, CPCU, ARM
Assistant Director - Casualty Insurance

cc: Teresa Altenburger – Land Dept., Vintage Production California LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. dba Aon Risk Ins Services Southwest, Inc CA License 0559715 5555 San Felipe, Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (832) 476-6000 FAX (A/C. No.): (800) 953-4542	
	E-MAIL ADDRESS:	
INSURED Vintage Production California, LLC 9600 Ming Avenue, Suite 300 Bakersfield CA 93311 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins Co of Pittsburgh 19445	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570049349592 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes non-gradual Pollution Coverage GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLCM6432047	11/01/2012	11/01/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$50,000
							PERSONAL & ADV INJURY	\$3,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is added as an Additional Insured on the General Liability policy as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER City of Antioch P.O. Box 5007 Antioch CA 94531 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

Holder Identifier :

Certificate No : 570049349592



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #002

This endorsement, effective 12:01 A.M. 11/01/2012 forms a part of
Policy No. GLCM 643-20-47 issued to OCCIDENTAL PETROLEUM CORPORATION
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.


Authorized Representative

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF APRIL 9, 2013**

PREPARED BY: Harold Jirousky, Assistant Engineer, Engineering Division *HJJ*

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

DATE: April 2, 2013

SUBJECT: Consideration of Bids for the Lone Tree Way Intersection Improvements, Deer Valley Road to Hillcrest Avenue, Including Deer Valley Road/Lone Tree Way Intersection and the Turn Pocket Extension at Lone Tree Way/Prewett Park, Assessment District No. 27/31R, Lone Tree Way Corridor, P.W. 555-12C.

RECOMMENDATION

It is recommended that the City Council award the project to the low bidder, Bay Cities Paving and Grading, Inc., in the amount of \$1,476,724.72 and authorize the Director of Finance to amend the 2012-2013 Capital Improvement Budget to include Measure 'J' funding in the amount of \$500,000 for this project.

BACKGROUND INFORMATION

On April 2, 2013, two (2) bids were received and opened as shown on the attached tabulation. The low bid was submitted by Bay Cities Paving and Grading, Inc. of Concord in the amount of \$1,476,724.72. The bids have been checked and found to be without any errors or omissions.

This project will construct a second left turn lane on southbound Deer Valley Road at Lone Tree Way and lengthen the existing left turn lane on eastbound Lone Tree Way into the Prewett Water Park and Community Center complex. On Lone Tree Way and intersecting streets from James Donlon Boulevard to Hillcrest Avenue, areas within existing four foot wide median islands where landscaping no longer exists or is dying, will be removed and replaced with textured colored concrete. This concrete treatment will not be done where landscaping is doing well and still aesthetically pleasing. In order to construct the second left turn lane on Deer Valley Road, several large trees need to be removed. Modifications of existing lighting, traffic signals, landscaping, storm drainage, utility joint trenching and other City facilities will also be performed as part of this project.

These improvements will be some of the last of this assessment district with closure of the district expected to be concluded in FY 2014.

FINANCIAL IMPACT

The total cost for the project is \$1,700,000.00, which includes project management, construction engineering services, site surveying, inspection, material testing and contract administration. The project will be funded as follows: \$1,200,000 from Assessment District 27/31R funds and \$500,000 from Measure "J" funds.

OPTIONS

None recommended.

ATTACHMENTS

A: Tabulation of Bids
HJ/lm

E
4-9-13

ATTACHMENT "A"

CITY OF ANTIOCH TABULATION OF BIDS

JOB TITLE: Lone Tree Way Intersection Improvements, Deer Valley Road to Hillcrest Avenue
(P.W. 555-12C)

BIDS OPENED: April 2, 2013 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Bay Cities Paving & Grading, Inc. Concord	Prism Engineering, Inc. Hayward
TOTAL BID PRICE	\$1,390,000.00	\$1,476,724.72	\$1,639,029.50

Bay Cities Paving & Grading, Inc.	Prism Engineering, Inc.
Concrete Swisher Cement Electrical Tennyson Electric Landscaping Odyssey Landscape Striping Striping Graphics	Concrete Bay Area Concrete Striping Bayside Stripe & Seal Tree Removal Atlas Tree Surgery, Inc.

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF April 9, 2013**

FROM: Denise Haskett, Human Resources

DATE: April 3, 2013

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

RECOMMENDATION

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

- 1.) Motion to adopt a Resolution of Intention to approve an Amendment to Contract between the Board of Administration California Public Employees' Retirement System (PERS) and the City Council of the City of Antioch to provide for the exclusion of Elected Officials on and after the effective date of this Amendment to Contract.
- 2.) Motion to introduce the ordinance by title only.
- 3.) Motion to introduce the ordinance authorizing an Amendment to the Contract between the Board of Administration California Public Employees' Retirement System (PERS) and the City Council of the City Antioch.

BACKGROUND

At its meeting on February 12, 2013, council approved Resolution No. 2013/06 for the City Manager to initiate an amendment to the PERS contract to exclude Elected Officials. Future Elected Officials will be enrolled in the Public Agency Retirement Services (PARS) plan, a defined contribution plan alternative to PERS.

FINANCIAL IMPACT

City's contribution to PERS would be 21.666%

City's contribution to PARS would be 1.3%

OPTIONS

No options are presented because this option has already been approved by council.

ATTACHMENTS

Resolution

Ordinance

Contract Amendment

RESOLUTION NO. 2013/

RESOLUTION OF INTENTION

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

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

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

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

**To provide for the exclusion of Elected Officials on
and after the effective date of this amendment to contract**

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

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of April, 2013 by the following vote:

AYES:

NOES:

ABSENT:

CITY CLERK OF THE CITY OF ANTIOCH

ORDINANCE NO. _____

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

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

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

**To provide for the exclusion of Elected Officials on and after
the effective date of this amendment to contract.**

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

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

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 9th day of April, 2013, and passed and adopted at a regular meeting thereof, held on the ____ day of ____, 2013.

MAYOR OF THE CITY OF ANTIOCH

AYES:

NOES:

ABSENT:

Attest:

CITY CLERK OF THE CITY OF ANTIOCH



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

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

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 1950, and witnessed May 29, 1950, and as amended effective July 1, 1958, July 1, 1959, July 1, 1963, May 27, 1973, February 15, 1974, May 1, 1974, January 4, 1976, July 4, 1976, January 2, 1977, July 3, 1977, January 1, 1978, October 7, 1979, June 23, 1982, December 26, 1982, July 1, 1986, November 29, 1994, September 9, 2001, September 8, 2002, November 9, 2007, September 14, 2012 and December 28, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective December 28, 2012, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members and age 50 for local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 1950 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Police Officers (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **SCHOOL CROSSING GUARDS HIRED ON AND AFTER FEBRUARY 15, 1974;**
 - b. **POLICE TRAINEES HIRED ON AND AFTER JULY 1, 1986;**
 - c. **FIRE FIGHTERS ON AND AFTER JULY 1, 1975; AND**
 - d. **ELECTED OFFICIAL ON AND AFTER THE EFFECTIVE DATE OF THIS AMENDMENT TO CONTRACT.**
6. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members in employment before and not on or after September 8, 2002 shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
7. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members in employment on or after September 8, 2002 and not entering membership for the first time in the miscellaneous classification after November 9, 2007 shall be determined in accordance with Section 21354.5 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2.7% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after November 9, 2007 and in employment before and not on or after December 28, 2012 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after December 28, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

10. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - b. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.
 - c. Section 20042 (One-Year Final Compensation) for local miscellaneous members and for those local safety members entering membership on or prior to September 14, 2012.
 - d. Section 20425 ("Local Police Officer" shall include employees of a police department who were employed to perform identification or communication duties on August 4, 1972 and who elected to be local safety members).
 - e. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
 - f. Section 21572 (Increased Level of 1959 Survivor Benefits) for local miscellaneous members only.
 - g. Section 21335 (5% Cost-of-Living Allowance) for local miscellaneous members only.
 - h. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.
 - i. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From October 7, 1979 and until December 26, 1982, the normal local safety member contribution rate shall be 4.5%. Legislation repealed said Section effective September 29, 1980.
 - j. Section 21024 (Military Service Credit as Public Service).

- k. Section 20475 (Different Level of Benefits). Section 20037 (Three-Year Final Compensation) is applicable to local safety members entering membership for the first time in the safety classification after September 14, 2012.
12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on January 2, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
 13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
 14. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
 15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

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

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

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF ANTIOCH

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

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR
CONSIDERATION AT THE MEETING OF APRIL 9, 2013**

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

DATE: April 9, 2013

SUBJECT: Update on Antioch's Water Issues and On-Going Delta Activities

RECOMMENDATION

It is recommended that Council receive and file this staff report regarding the current Bay Delta Conservation Plan (BDCP), Delta Stewardship Council's (DSC) Delta Plan and the State Water Resources Control Board (SWRCB) Water Quality Control Plan and Delta flow criteria.

BACKGROUND

City staff has been actively engaged in monitoring and commenting on State and Federal activities regarding the Sacramento-San Joaquin Delta since January 2007. Tonight, staff will provide an update to Council on the status of the on-going processes that have the potential to impact the City of Antioch and the Sacramento-San Joaquin Delta region. Given that the Sacramento-San Joaquin Delta is the primary water supply source for the City, all of these processes, the Delta Reform Act of 2009, the SWRCB In-Delta Flow Criteria, the BDCP, the formation of the Delta Stewardship Council and its Delta Plan and other Delta related processes have the potential to impact Antioch's water supply. Some of the key points for tonight's discussion are:

The Bay Delta Conservation Plan (BDCP)

The BDCP is a process that is intended to improve water supply reliability for water exported from the Delta, in exchange for improving the habitat for endangered and other species through habitat restoration projects in the Delta.

The BDCP proposed project includes construction of three large intakes in the northern Sacramento River and two large tunnels under the Delta to deliver a maximum of 9,000 cubic feet per second (cfs) Sacramento River water to San Joaquin Valley, Bay Area and Southern California water users currently receiving water from the South Delta pumps.

Construction of new water facilities, including:

- Three new north Delta intakes with state-of the art fish screens
- Two 35-mile long tunnels
- New Head of Old River operable gate

Operation of both new and existing water conveyance facilities, including:

- North Delta intakes
- South Delta export facilities
- Delta Cross Channel gates
- Suisun Marsh Salinity Control Gates
- North Bay Aqueduct intake

Antioch has 'been at the table' during the development of the BDCP and has made public and written comments about the plans' potential impacts. Status of the BDCP:

- BDCP draft plan has been released for review by the public. Some chapters of the plan are incomplete. There is no requirement for the BDCP to respond to comments, though they are having public meetings.
- The draft plan modeling results for the proposed project (9,000 cfs pumping) have been released and Antioch is analyzing this modeling to determine potential impacts to Antioch. These impacts may include increased salinity or other water quality impacts.
- The EIR/EIS is slated for release this summer and will include analysis of a full range of project operations, called alternatives and the impacts of these alternatives.
- Alternatives range from more pumping to less than the proposed project and less Delta outflow to more outflow than the proposed project.
- The modeling for all the alternatives in the EIR/EIS will be made available to Antioch upon or before the release of the EIR/EIS.

Delta Stewardship Council's Delta Plan

As a result of the 2009 Delta Reform Act, the Delta Stewardship Council (DSC) was created to achieve the state mandated "co-equal goals" for the Delta. With areas of emphasis including the unique cultural, recreational, natural resource and agricultural values of the Delta as an evolving place, accomplishing these goals would provide a more reliable water supply for California by protecting, restoring and enhancing the Delta ecosystem.

The DSC was charged to develop its Delta Plan by January 1, 2012. Since then, seven drafts have been released for public review and comments, and monthly meetings have been held to discuss plan development in the open, and receive public comments. Antioch has reviewed all of the seven drafts of the Delta Plan and provided written comments and public testimony.

Current Status of the DSC Delta Plan:

- Final Delta Plan, the EIR for the Plan and the Rulemaking procedures were released for a 90-day comment period.
- The Delta Plan, EIR and Rulemaking are in final form, and about to go into the State rulemaking process, which will make the Delta Plan's policies legally enforceable.

State Water Resources Control Board (SWRCB) - Flow Criteria Proceedings

Antioch's water quality is currently protected by the SWRCB water quality standards:

- Delta Reform Act 2009 required SWRCB to "determine" recommended Delta "outflow" required to protect "public trust" resources in the Delta.
- Criteria to be determined were: *Volume, Timing, and Quality*.
- Hearings held March 2010.
- Antioch presented historical salinity and impacts to the SWRCB and asked to have Antioch as a compliance point for Water Quality.
- August 2011 SWRCB report recommended 75% unimpaired outflow, which is non-binding.
- This balancing of beneficial uses will most likely reduce the 75% unimpaired outflow to a much lower amount of Delta outflow.
- SWRCB hearings will include a 'balancing' of beneficial uses that include water supply, recreational use, water quality and ecosystem needs.
- Any increase in Delta outflow could be beneficial to Antioch's water quality.

- Before the BDCP project can be approved, it must come before the SWRCB to apply for new points of water diversion in the North Delta, and to move water quality compliance monitoring points such as Emmaton to Three Mile Slough.

Matt Emrick, outside legal counsel for the City, will be making a presentation to the City Council on these topics at tonight's meeting. His PowerPoint presentation is included as Attachment "A".

FINANCIAL IMPACT

The City's water consultant team has been actively involved in the discovery and analysis of the potential impacts associated with these programs and projects. Future financial impacts to the City are still unknown at this time. Based on the assumption that the City's water quality and supply may be negatively impacted, the City could have to spend millions of dollars more each water year purchasing supplemental water supplies from local water districts. These costs would have to be covered through existing rates with the very real possibility rates would have to be increased. The City is pursuing compensation for these increased costs through our existing agreement with DWR and mitigation measures through the BDCP.

ATTACHMENTS

A: Power Point Presentation – Water Issues Update



City of Antioch Water Issues Update

April 9, 2013

City of Antioch Water Issues Update

Overview

- ▶ **Antioch’s Water Rights**
- ▶ **State and Federal Export Projects**
- ▶ **Bay Delta Conservation Plan (“BDCP”)**
- ▶ **State Water Resources Control Board (“SWRCB”) – Bay-Delta Plan and Flow Criteria**
- ▶ **Delta Stewardship Council – Delta Plan.**



City of Antioch Water Issues Update

Overview of Antioch's Water Rights:

- ▶ City has what are known as **Pre-1914 Appropriative Rights** to the San Joaquin (and Sacramento Rivers).
- ▶ Validated by the California Supreme Court in 1920.
- ▶ Does not require a Permit from the State.
- ▶ Such rights are considered superior to most other water rights.

City of Antioch Water Issues Update

State Water Development System:

During 1920's through the 1960's State plans and constructs the State Water Development System:

- ▶ **Central Valley Project (Federal)** – e.g. Shasta, Folsom, New Melones and Friant Dams; Delta Mendota Canal (1945- 1980's).
- ▶ **State Water Project (State)** – e.g. Oroville Dam; California Aqueduct (1950's – 1980's).

City of Antioch

Water Issues Update

1968 Agreement:

- ▶ Department of Water Resources and the City of Antioch enter into an Agreement in 1968 to mitigate the Salinity impacts of the State Water Project.
- ▶ Department of Water Resources pays Antioch one-third the cost to purchase substitute water when Antioch's water supply is not usable due to high salinity.
- ▶ Agreement uses a baseline of 208 Days a year.

City of Antioch Water Issues Update

Bay Delta Conservation Plan (“BDCP”)



City of Antioch

Water Issues Update

BDCP:

Primary Components:

- ▶ Habitat Conservation Plan (HCP/NCCCP)
- ▶ 50 year “take” permits
- ▶ Wetlands Restoration.
- ▶ Dual Conveyance, 2 tunnels (“Peripheral Canal”), **9000 cfs** (Sac. River Summer Flow Ave. 6,000 to 12,000 cfs)
- ▶ Operating rules for determining how much water will be diverted to the Tunnels will vary within a **range**.

City of Antioch Water Issues Update

BDCP:

Potential Impacts on Delta:

- ▶ Increase Salinity – primarily during “Wet” years.
- ▶ Uncertainty due to use of an operating range.
- ▶ Potentially increase impacts of sea level rise.
- ▶ Possible impacts to Fish (salmon, smelt).

Project *alternatives* with proposed diversions in the 2,000 to 3,000 cfs during wet periods could have less impact on the City.

City of Antioch Water Issues Update

BDCP:

Current Status:

- ▶ Draft “Plan” is presently being released for review and comment.
- ▶ EIR/EIS slated for release in Spring/Summer 2013.
- ▶ Effects analysis/modeling will be released with EIR/EIS

City of Antioch Water Issues Update

BDCP:

Antioch's Input :

- ▶ Analyzed and publicly commented on modeling and flow impacts.
- ▶ Literally got Antioch put on the Map.
- ▶ Informed the BDCP on Antioch's Water Rights.
- ▶ Informed the BDCP on the issue of historic salinity within the Delta.
- ▶ Changed the BDCP process from a primarily behind closed doors process to a more open public process.
- ▶ Will review EIR/EIS for impacts to Antioch.

City of Antioch Water Issues Update

**State Water Resources Control Board (“SWRCB”) –
Bay-Delta Plan Update**



City of Antioch

Water Issues Update

SWRCB – Bay-Delta Plan Update

SWRCB is in the process of developing and implementing updates to the Bay-Delta Water Quality Control Plan (Bay-Delta Plan).

- ▶ **Phase 1** involves updating San Joaquin River flow and southern Delta water quality requirements included in the Bay-Delta Plan.
- ▶ **Phase 2** involves other comprehensive changes to the Bay-Delta Plan to protect beneficial uses not addressed in Phase 1.

City of Antioch Water Issues Update

SWRCB – Bay-Delta Plan Update

- ▶ **Phase 3** involves changes to water rights and other measures to implement changes to the Bay-Delta Plan from Phases 1 and 2.
- ▶ **Phase 4** involves developing and implementing flow objectives for priority Delta tributaries outside of the Bay-Delta Plan updates.

City of Antioch Water Issues Update

SWRCB– Flow Criteria Proceedings

- ▶ Delta Reform Act 2009 required SWRCB to “determine” recommended Delta “outflow” required to protect “public trust” resources in the Delta.
- ▶ Criteria to be determine were: **Volume, Timing, Quality.**
- ▶ Hearings Held March 2010
- ▶ Antioch presented to the SWRCB on historical salinity and impacts, asked to have Antioch a compliance point for Water Quality.
- ▶ SWRCB report August 2011: recommended 75% unimpaired outflow, non-binding.

City of Antioch

Water Issues Update

SWRCB – Potential Impacts to Antioch

- ▶ Will establish Water Quality Standards for the Delta including Salinity Levels.
- ▶ Will establish Outflow through the Delta.
- ▶ Will determine potential mitigation measures for impacts from the BDCP

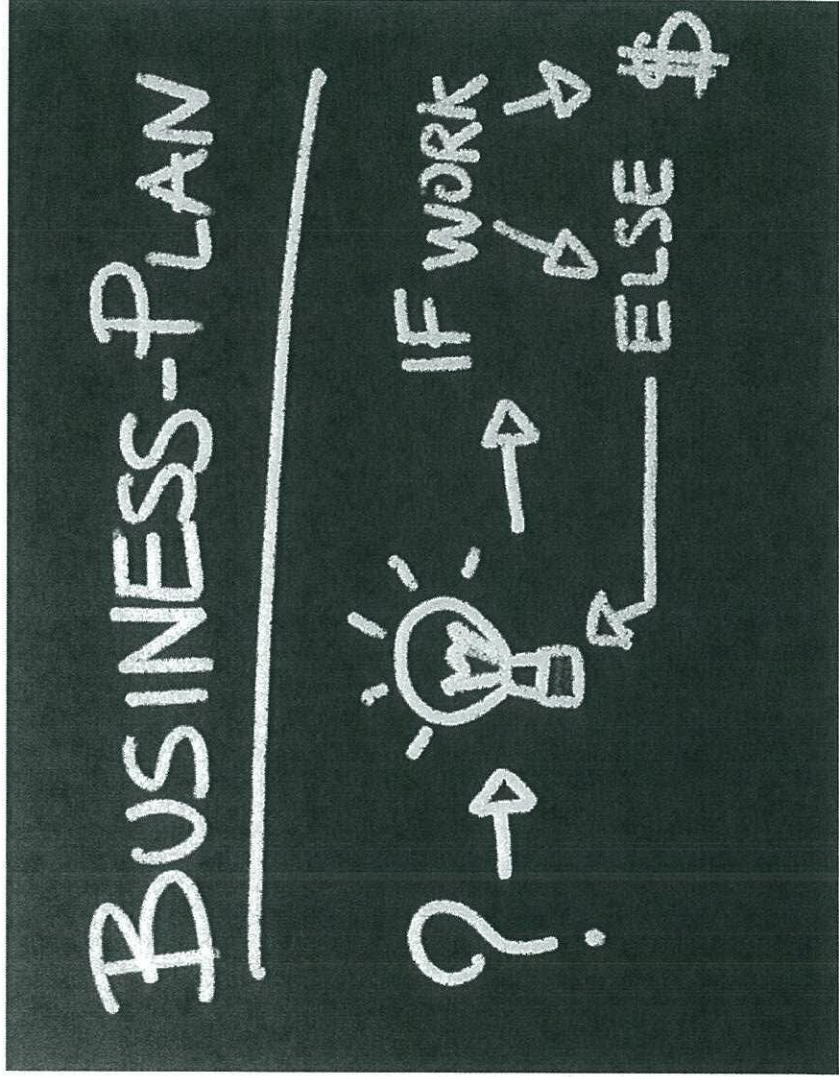
City of Antioch Water Issues Update

SWRCB – Antioch’s Participation

- ▶ Presented Testimony and Evidence of historic Delta Salinity levels to establish Natural Flow baseline for Delta Flow Proceedings.
- ▶ Presented Testimony and Evidence on potential Impacts to the Delta from the BDCP based on modeling and effects analysis.

City of Antioch Water Issues Update

Delta Stewardship Council – Delta Plan



City of Antioch Water Issues Update

Delta Stewardship Council – Delta Plan

- ▶ Delta Reform Act 2009
- ▶ Delta Stewardship Council
- ▶ Delta Plan
- ▶ Dual Goals of the Plan
 - ▶ Water supply reliability for California
 - ▶ Protect, enhance and restore the Delta Ecosystem
- ▶ Protect the Delta as a “Place”

City of Antioch Water Issues Update

Delta Stewardship Council – Delta Plan

Status

- ▶ First Delta Plan being finalized.
- ▶ Programmatic EIR has been circulated and is being finalized.
- ▶ Delta Plan updated every 5 years.
- ▶ A “Road Map” for the Delta.
- ▶ Many of the Policies are non-binding.
- ▶ BDCP to become part of the Delta Plan.

City of Antioch Water Issues Update

Delta Stewardship Council – Potential Impact to Antioch

- ▶ Requires water suppliers using Delta Water to reduce reliance on the Delta
- ▶ Requires that certain projects called “Covered Activities” to be potentially reviewed by the Stewardship Council to determine if they meet the dual goals.
- ▶ Examples: new diversion facilities, marinas.

City of Antioch Water Issues Update

Delta Stewardship Council – Antioch’s Participation

- ▶ Once again put Antioch on the Map.
- ▶ Corrected assumptions regarding the historic salinity of the Delta and Antioch’s “corrections” were adopted into the Plan.
- ▶ Presented Testimony to the Council about Antioch and Antioch’s water rights.
- ▶ Commented on the Plan and EIR.

City of Antioch Water Issues Update

Questions





City of Antioch
Water Issues Update

April 2013

City of Antioch

Water Issues Update

Overview

- ▶ **Antioch's Water Rights**
- ▶ **State and Federal Export Projects**
- ▶ **Bay Delta Conservation Plan (“BDCP”)**
- ▶ **State Water Resources Control Board (“SWRCB”) – Bay-Delta Plan and Flow Criteria**
- ▶ **Delta Stewardship Council – Delta Plan.**



City of Antioch

Water Issues Update

Overview of Antioch's Water Rights:

- ▶ City has what are known as **Pre-1914 Appropriative Rights** to the San Joaquin (and Sacramento Rivers).
- ▶ Validated by the California Supreme Court in 1920.
- ▶ Does not require a Permit from the State.
- ▶ Such rights are considered superior to most other water rights.

City of Antioch

Water Issues Update

State Water Development System:

During 1920's through the 1960's State plans and constructs the State Water Development System:

- ▶ **Central Valley Project (Federal)** – e.g. Shasta, Folsom, New Melones and Friant Dams; Delta Mendota Canal (1945- 1980's).
- ▶ **State Water Project (State)** – e.g. Oroville Dam; California Aqueduct (1950's – 1980's).

City of Antioch

Water Issues Update

1968 Agreement:

- ▶ Department of Water Resources and the City of Antioch enter into an Agreement in 1968 to mitigate the Salinity impacts of the State Water Project.
- ▶ Department of Water Resources pays Antioch one-third the cost to purchase substitute water when Antioch's water supply is not usable due to high salinity.

City of Antioch Water Issues Update

Bay Delta Conservation Plan (“BDCP”)



City of Antioch

Water Issues Update

BDCP:

Primary Components:

- ▶ Habitat Conservation Plan (HCP/NCCP)
- ▶ 50 year “take” permits
- ▶ Wetlands Restoration.
- ▶ Dual Conveyance, **2 tunnels** (“Peripheral Canal”), **9000 cfs** (Sac. River Summer Flow Ave. 6,000 to 12,000 cfs)
- ▶ Operating rules for determining how much water will be diverted to the Tunnels will vary within a **range**.

City of Antioch

Water Issues Update

BDCP:

Potential Impacts on Delta:

- ▶ Increase Salinity – primarily during “**Wet**” years.
- ▶ Uncertainty due to use of an operating range.
- ▶ Potentially increase impacts of sea level rise.
- ▶ Possible impacts to Fish (salmon, smelt).

Project ***alternatives*** with proposed diversions in the 2,000 to 3,000 cfs during wet periods could have less impact on the City.

City of Antioch

Water Issues Update

BDCP:

Current Status :

- ▶ Draft “Plan” is presently being released for review and comment.
- ▶ EIR/EIS slated for release in Spring/Summer 2013.
- ▶ Effects analysis/modeling will be released with EIR/EIS

City of Antioch

Water Issues Update

BDCP:

Antioch's Input :

- ▶ Analyzed and publicly commented on modeling and flow impacts.
- ▶ Literally got Antioch put on the Map.
- ▶ Informed the BDCP on Antioch's Water Rights.
- ▶ Informed the BDCP on the issue of historic salinity within the Delta.
- ▶ Changed the BDCP process from a primarily behind closed doors process to a more open public process.
- ▶ Will review EIR/EIS for impacts to Antioch.

City of Antioch

Water Issues Update

**State Water Resources Control Board (“SWRCB”) –
*Bay-Delta Plan Update***



City of Antioch

Water Issues Update

SWRCB – Bay-Delta Plan Update

SWRCB is in the process of developing and implementing updates to the Bay-Delta Water Quality Control Plan (Bay-Delta Plan).

- ▶ **Phase 1** involves updating San Joaquin River flow and southern Delta water quality requirements included in the Bay-Delta Plan.
- ▶ **Phase 2** involves other comprehensive changes to the Bay-Delta Plan to protect beneficial uses not addressed in Phase 1.

City of Antioch

Water Issues Update

SWRCB – Bay-Delta Plan Update

- ▶ **Phase 3** involves changes to ***water rights*** and other measures to implement changes to the Bay-Delta Plan from Phases 1 and 2.
- ▶ **Phase 4** involves developing and implementing flow objectives for ***priority Delta tributaries*** outside of the Bay-Delta Plan updates.

City of Antioch

Water Issues Update

SWRCB– Flow Criteria Proceedings

- ▶ Delta Reform Act 2009 required SWRCB to “determine” recommended Delta “outflow” required to protect “public trust” resources in the Delta.
- ▶ Criteria to be determine were: ***Volume, Timing, Quality.***
- ▶ Hearings Held March 2010
- ▶ Antioch presented to the SWRCB on historical salinity and impacts, asked to have Antioch a compliance point for Water Quality.
- ▶ SWRCB report August 2011: recommended 75% unimpaired outflow, non-binding.

City of Antioch

Water Issues Update

SWRCB – Potential Impacts to Antioch

- ▶ Will establish **Water Quality Standards** for the Delta including Salinity Levels.
- ▶ Will establish **Outflow** through the Delta.
- ▶ Will determine **potential mitigation measures** for impacts from the BDCP

City of Antioch

Water Issues Update

SWRCB – Antioch's Participation

- ▶ Presented Testimony and Evidence of historic Delta Salinity levels to establish Natural Flow baseline for Delta Flow Proceedings.
- ▶ Presented Testimony and Evidence on potential Impacts to the Delta from the BDCP based on modeling and effects analysis.

City of Antioch Water Issues Update

Delta Stewardship Council – Delta Plan



City of Antioch

Water Issues Update

Delta Stewardship Council – Delta Plan

- ▶ Delta Reform Act 2009
- ▶ Delta Stewardship Council
- ▶ Delta Plan
- ▶ Dual Goals of the Plan
 - ▶ Water supply reliability for California
 - ▶ Protect, enhance and restore the Delta Ecosystem
- ▶ Protect the Delta as a “Place”

City of Antioch

Water Issues Update

Delta Stewardship Council – Delta Plan Status

- ▶ First Delta Plan being finalized.
- ▶ Programmatic EIR has been circulated and is being finalized.
- ▶ Delta Plan updated every 5 years.
- ▶ A “Road Map” for the Delta.
- ▶ Many of the Policies are non-binding.
- ▶ BDCP to become part of the Delta Plan.

City of Antioch

Water Issues Update

Delta Stewardship Council – Potential Impact to Antioch

- ▶ Requires water suppliers using Delta Water to ***reduce reliance*** on the Delta
- ▶ Requires that certain projects called “***Covered Activities***” to be potentially reviewed by the Stewardship Council to determine if they meet the dual goals.
- ▶ Examples: new diversion facilities, marinas.

City of Antioch

Water Issues Update

Delta Stewardship Council – Antioch’s Participation

- ▶ Once again put Antioch on the Map.
- ▶ Corrected assumptions regarding the historic salinity of the Delta and Antioch’s “corrections” were adopted into the Plan.
- ▶ Presented Testimony to the Council about Antioch and Antioch’s water rights.
- ▶ Commented on the Plan and EIR.

City of Antioch
Water Issues Update

Questions

