



### 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 3<sup>rd</sup> 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.

**5:30 P.M. ROLL CALL for Closed Sessions – Council Members Rocha, Tiscareno, Agopian and Mayor Harper present (Council Member Wilson was absent)**

**PUBLIC COMMENTS for Closed Sessions**

#### **CLOSED SESSIONS:**

- 1) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Section is authorized by California Government Code Section 54957.6. City designated representatives: Michelle Fitzer, Denise Haskett, and Glenn Berkheimer; Employee organizations: Management and Confidential Units  
**Direction given to Staff**
- 2) **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**
- 3) **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**
- 4) **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** – Property: 074-080-029; Agency Negotiators: Jim Jakel, Michelle Fitzer, Brian Nunnally; Negotiating Parties: MESA OUTDOOR, LLC; Under Negotiation: price and terms of payment.  
**Direction given to Staff**

**6:20 P.M. ROLL CALL for Special Meeting – for City Manager Recruiter to discuss qualifications and experience for the City Manager position - Council Members Rocha, Tiscareno, Agopian and Mayor Harper present (Council Member Wilson was absent)**

**PUBLIC COMMENTS for Special Meeting**

**6:30 P.M. City Council returned to closed session, which ended at 6:49 p.m. Council Members Rocha, Tiscareno, Agopian and Mayor Harper present (Council Member Wilson was absent)**

7:01 P.M.

**ROLL CALL** for Regular Meeting - for Council Members/City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency - **Council Members Rocha, Tiscareno, Agopian and Mayor Harper present (Council Member Wilson was absent)**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS –** *Contra Costa County Foster Family Network, September 2013  
Fall Prevention Awareness Week, Sept. 22-28 2013  
Constitution Week, Sept. 17-23 2013*

*Approved, 4/0*

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

**ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

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

**CITY COUNCIL SUBCOMMITTEE REPORTS**

**MAYOR’S COMMENTS**

**PRESENTATION –** *Presentation on the Positive Impact Volunteers and Waste Haulers can have on increasing litter collection, Julie Haas-Wajdowicz*

**MINUTES**

**1. CONSENT CALENDAR**

**A. APPROVAL OF COUNCIL MINUTES FOR AUGUST 13, 2013**

Recommended Action: Motion to continue to September 24, 2013

**STAFF REPORT**

**B. APPROVAL OF COUNCIL WARRANTS**

Recommended Action: Motion to approve the warrants

*Approved, 4/0*

**STAFF REPORT**

**C. APPROVAL OF TREASURER’S REPORT FOR JULY 2013**

Recommended Action: Motion to approve the report

*Approved, 4/0*

**D. UPDATES TO PREVIOUSLY ADOPTED CITY COUNCIL RESOLUTIONS DIRECTING STAFF TO SUBMIT REVISED REORGANIZATION APPLICATIONS FOR NORTHEAST ANTIOCH TO INCLUDE DETACHMENT FROM COUNTY COMMUNITY SERVICE AREAS (CSA’S) L-100 AND CSA P-6 FOR ANNEXATION AREAS 1 AND 2B, AND DETACHMENT FROM CSA P-6 FOR ANNEXATION AREA 2A. ALL THREE AREAS ARE LOCATED IN NORTHEAST ANTIOCH.**

*Reso Nos. 2013/48 & 2013/49, 4/0*

Recommended Action: Motion to adopt the resolutions

**STAFF REPORT**

**E. RESOLUTION APPROVING A STREET NAME CHANGE FOR SUNSET DRIVE, EAST OF HILLCREST AVENUE, TO SLATTEN RANCH ROAD**

**STAFF REPORT**

*Reso No. 2013/50, 4/0*

Recommended Action: Motion to adopt the resolution approving a street name change for Sunset Drive, east of Hillcrest Avenue, to Slatten Ranch Road

- F. ANNUAL PURCHASE ORDER FOR WATER DISTRIBUTION AND SERVICE MATERIALS *Approved, 4/0*

Recommended Action: Motion to authorize the City Manager to execute contracts for the Water Distribution and Service Materials, Bid No. 658-0613-13F to each of the responding bidders: Roberts & Brune Company for \$300,000 and PACE Supply Corporation for \$125,000 for a period of three years with the option to extend this contract an additional two years

**STAFF REPORT**

- G. BIDS FOR THE MARINA BOAT LAUNCH FACILITY RESTROOM (P.W. 523-16R) *Approved, 4/0*

Recommended Action: Motion to reject all bids

**STAFF REPORT**

- H. FIRST AMENDMENT TO THE DESIGN CONSULTANT SERVICE AGREEMENT WITH BEALS ALLIANCE, INC. IN THE AMOUNT OF \$69,443 FOR THE ANTIOCH COMMUNITY PARK SYNTHETIC TURF FIELDS PROJECT (P.W. 394-7F)

**STAFF REPORT**

*Approved, 4/0*

Recommended Action: It is recommended that City Council approve the First Amendment to the Design Consultant Agreement with Beals Alliance, Inc. for additional design services, construction support, geotechnical testing and observation and to authorize the Director of Finance to amend the 2013-2014 Capital Improvement Budget to increase WW Grant funding or this project in the amount of \$452,867 for the Antioch Community Park Synthetic Turf Fields project.

- I. RESOLUTION APPROVING THE CLASS SPECIFICATION FOR MARINA LEADWORKER/PROPERTY MANAGER AND ESTABLISHING AN ASSOCIATED SALARY RANGE

**STAFF REPORT**

*Reso No. 2013/51, 4/0*

Recommended Action: Motion to adopt the Resolution approving the class specification and establishing an associated salary range.

- J. RESOLUTION APPROVING CLASS SPECIFICATIONS FOR FLEET LEADWORKER, LEAD COLLECTIONS SYSTEMS WORKER, AND LEAD WATER DISTRIBUTION OPERATOR, AND ESTABLISHING ASSOCIATED SALARY RANGES

**STAFF REPORT**

*Reso No. 2013/52, 4/0*

Recommended Action: Motion to adopt the Resolution approving the class specifications and establishing associated salary ranges.

- K. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING THE MASTER FEE SCHEDULE TO INCLUDE RENTAL PRICING FOR THE NEW TURF FIELDS AT ANTIOCH COMMUNITY PARK

**STAFF REPORT**

*Reso No. 2013/53, 4/0*

Recommended Action: Motion to adopt the Resolution

- L. AGREEMENT WITH THE CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY FOR MAINTENANCE OF SUCCESSOR AGENCY PROPERTIES

*Approved, 4/0*

Recommended Action: Motion to approve the agreement and authorize the City Manager to sign it.

**STAFF REPORT**

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

- M. RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE CITY OF ANTIOCH AS SUCCESSOR AGENCY/HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY FOR THE PERIOD OF JANUARY 2014 – JUNE 2014 (ROPS 13-14B)

*SA Reso No. 2013/09, 4/0*

Recommended Action: Motion to adopt the resolution approving the Recognized Obligation Payment Schedule (ROPS 13-14B)

**STAFF REPORT**

- N. AGREEMENT WITH THE CITY OF ANTIOCH FOR MAINTENANCE OF SUCCESSOR AGENCY PROPERTIES

*SA Reso No. 2013/10, 4/0*

Recommended Action: Motion to adopt a resolution to approve the agreement and authorize the Mayor to sign it.

**STAFF REPORT**

**END OF CONSENT CALENDAR**

**COUNCIL REGULAR AGENDA**

- 2. AMENDMENT NO. 1 TO THE APRIL 11, 1968 AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF ANTIOCH REGARDING PAYMENT BY THE STATE FOR ANTIOCH’S USE OF WATER FROM THE SAN JOAQUIN RIVER

*Reso No. 2013/54, 4/0*

*(Supplemental report and revised Amendment No. 1)*

Recommended Action: It is recommended that City Council approve Amendment No. 1 (Attachment A) to the April 11, 1968 Agreement between the State of California and the City of Antioch.

**STAFF REPORT**

**STAFF REPORT**

- 3. THIRD AMENDMENT TO THE JOINT EXERCISE OF POWER AGREEMENT FOR EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY

*Reso No. 2013/55, 4/0*

Recommended Action: Motion to adopt a Resolution approving the Third Amendment to the Joint Exercise of Powers Agreement for East Contra Costa Regional Fee and Financing Authority, authorizing the City Manager in consultation with the City Attorney to approve minor modifications to the final version of the Third Amendment, and authorizing the City Manager to execute the Third Amendment.

**STAFF REPORT**

**PUBLIC COMMENT  
STAFF COMMUNICATIONS  
COUNCIL COMMUNICATIONS**

**ADJOURNMENT – 8:27 p.m.**

**REPORT FROM THE CITY CLERK'S OFFICE TO THE CITY COUNCIL FOR CONSIDERATION AT THE  
COUNCIL MEETING OF SEPTEMBER 10, 2013**

**PREPARED BY:** Arne Simonsen, City Clerk  
**REVIEWED BY:** Jim Jakel, City Manager  
**DATE:** September 5, 2013  
**SUBJECT:** APPROVAL OF COUNCIL MINUTES

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The Minutes of August 13, 2013 are continued to the next meeting.

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 AUGUST 8 - SEPTEMBER 4, 2013  
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**100 General Fund**

**Non Departmental**

202902	HARDY NIX JEWELERS	PLAQUE	27.13
202957	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	64.00
202959	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	11.30
203006	ASADOORIAN, RICHARD	BARRICADE DEPOSIT REFUND	30.00
203007	HOPWOOD, LARRY B	BARRICADE DEPOSIT REFUND	40.00
203010	SOTO, LINDA	BARRICADE DEPOSIT REFUND	20.00
203081	YUDS, JANIE	DEPOSIT REFUND	60.00
346679	MOORE, TERENCE	SMI RESIDENTIAL FEE REFUND	2.00
346771	GLOBALSTAR	TELECOMMUNICATIONS SERVICE	43.62
346785	KIMLEY HORN AND ASSOCIATES INC	CONSULTANT SERVICES	4,693.25
346809	OVERLAND CONTRACTING INC	DEPOSIT REFUND	2,000.00
346814	PAGE, TROY	BARRICADE DEPOSIT REFUND	60.00
346854	TAYLOR, AUDREY	BARRICADE DEPOSIT REFUND	40.00
346894	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	442.50
346918	DELTA DENTAL	PAYROLL DEDUCTIONS	303.28
346987	SDG ARCHITECTURE & ENGINEERING	CONSULTING SERVICES	1,887.50
346989	SMITH, SHAWN	DEPOSIT REFUND	1,794.50
347045	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	19,063.46
347046	CONTRA COSTA WATER DISTRICT	FACILITY RESERVE FEES	83,030.00
347064	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	129,453.46
347124	PETERSEN DEAN SOLAR INC	CBSC FEE REFUND	2.00

**City Council**

202868	RICKS ON SECOND	MEETING EXPENSE	72.00
347106	MOUNTAINTOP INSIGHT CONSULTING	CONSULTING SERVICES	3,393.07

**City Attorney**

346669	JACKSON LEWIS LLP	LEGAL SERVICES	118.65
346743	CONTINUING EDUCATION OF THE BAR	AUTOMATIC UPDATE	348.03
346894	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	2,006.00
346901	COLANTUONO AND LEVIN PC	LEGAL SERVICES	130.00
347005	WENDEL ROSEN BLACK AND DEAN	LEGAL SERVICES	1,679.50
347082	JARVIS FAY AND DOPORTO LLP	LEGAL SERVICES	5,719.59
347098	LEXISNEXIS	ONLINE LEGAL RESEARCH	76.50
347147	SHRED IT INC	SHRED SERVICE	50.74
347172	XEROX CORPORATION	COPIER LEASE/USAGE	119.02
920197	GALSTAN, WILLIAM R	LEGAL SERVICES	437.50

**City Manager**

202869	BAY AREA NEWS GROUP	SUBSCRIPTION	29.00
202870	NATURES BOUNTY	MEETING EXPENSE	27.00
202871	DS WATERS OF AMERICA	SUPPLIES	38.80
346637	BANK OF AMERICA	MEETING EXPENSES	61.36
346895	CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	153.00
346976	PECKHAM AND MCKENNEY	RECRUITMENT/CITY MANAGER	6,166.66
347115	OFFICE MAX INC	OFFICE SUPPLIES	139.81
347172	XEROX CORPORATION	COPIER LEASE/USAGE	119.02

Prepared by: Georgina Meek  
 Finance Accounting

9/5/2013



CITY OF ANTIOCH  
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920132 KARSTE CONSULTING INC	CONSULTANT SERVICES	840.00
<b>City Clerk</b>		
346642 BAY AREA NEWS GROUP	LEGAL AD	253.31
346660 EIDEN, KITTY J	MINUTES CLERK	588.00
347172 XEROX CORPORATION	COPIER LEASE/USAGE	119.01
<b>City Treasurer</b>		
346932 GARDA CL WEST INC	ARMORED CAR PICK UP	210.12
<b>Human Resources</b>		
202814 RALEYS	MEETING EXPENSE	12.55
202815 RICKS ON SECOND	MEETING EXPENSE	71.20
346885 BAY AREA NEWS GROUP	LEGAL AD	61.59
347033 EMPLOYEE	CHECK REPLACEMENT	45.00
347147 SHRED IT INC	SHRED SERVICE	30.66
347172 XEROX CORPORATION	COPIER LEASE/USAGE	504.15
920124 COMPUCOM SYST EMS INC	EQUIPMENT	656.72
<b>Economic Development</b>		
346646 CIRCLEPOINT	CONSULTING SERVICES	225.00
346714 ANTIOCH CHAMBER OF COMMERCE	MEMBER DUES	1,270.00
346798 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	1,150.00
346812 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,405.13
346969 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	12,384.00
347022 BAY ALARM COMPANY	MONITORING FEE	390.00
347172 XEROX CORPORATION	COPIER LEASE/USAGE	119.02
920139 BERNICK, MICHAEL	PROFESSIONAL SERVICES	3,300.00
<b>Finance Administration</b>		
346685 OFFICE MAX INC	OFFICE SUPPLIES	53.23
346885 BAY AREA NEWS GROUP	LEGAL AD	624.46
347172 XEROX CORPORATION	COPIER LEASE/USAGE	448.21
<b>Finance Accounting</b>		
346694 RELYCO SALES INC	AP/PAYROLL CHECK ST OCK	1,900.61
346880 AT AND T MCI	BITECH PHONE LINE	480.74
347147 SHRED IT INC	SHRED SERVICE	50.73
920292 SUNGARD PUBLIC SECTOR INC	ASP SERVICE	12,732.85
<b>Finance Operations</b>		
346682 NATIONAL SEMINARS GROUP	TRAINING-SAUNDERS	179.00
346705 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	4.00
346825 PROGRESSIVE SOLUTIONS INC	BUSINESS LICENSE ON LINE	5,597.50
346996 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.00
347020 BANK OF AMERICA	COUNTERFEIT BILL DETECTOR	116.01
347112 NEOPOST	POSTAGE MACHINE SUPPLIES	1,044.87
347163 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	13.00
347172 XEROX CORPORATION	COPIER LEASE/USAGE	2,211.90
<b>Non Departmental</b>		
203005 WINGS EXPORT	BUS LIC OVERPAYMENT REFUND	4.00
203008 GAGNE MULFORD	BUS LIC APP FEE REFUND	30.00
203009 DESIGNS BY MARCELLA	BUS LIC OVERPAYMENT REFUND	4.00

Prepared by: Georgina Meek  
 Finance Accounting

9/5/2013

CITY OF ANTIOCH  
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346680 MUNISERVICES LLC	STARS QTR1	250.00
346863 US DEPT OF HUD	HUD FUND REFUND	759.00
346968 MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	674,006.02
346979 PERS	NON ELIGIBLE ADMIN FEE	1,392.96
347002 WAGeworks	ADMIN FEES	150.00
920215 RETIREE	PPPA	1,654.43
<b>Public Works Maintenance Administration</b>		
346971 NEXTEL SPRINT	CELL PHONE	57.47
347172 XEROX CORPORATION	COPIER LEASE/USAGE	46.82
<b>Public Works General Maintenance Services</b>		
347130 QUESADA CHIROPRACTIC	DMV PHYSICAL	75.00
347172 XEROX CORPORATION	COPIER LEASE/USAGE	124.87
<b>Public Works Street Maintenance</b>		
346720 BANK OF AMERICA	ADVERTISEMENT	150.00
346819 PERRY, DENNIS J	SAFETY SHOES REIMBURSEMENT	215.93
346850 SUPERCO SPECIALTY PRODUCTS	SUPPLIES	215.97
346876 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	36,794.05
346971 NEXTEL SPRINT	CELL PHONE	57.47
347018 ATLAS TREE SERVICE INC	TREE REMOVAL	2,350.00
347023 BAY AREA BARRICADE	SUPPLIES	591.33
347056 DELTA GRINDING CO INC	EQUIPMENT RENTAL	1,968.75
347071 FURBER SAW INC	HAND BLOWER	260.39
347165 UNIVERSAL BUILDING SERVICES INC	STREET SWEEPING SERVICES	440.00
920295 TELFER OIL COMPANY	LEVEL COURSE	3,300.00
<b>Public Works-Signal/Street Lights</b>		
346627 AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING MATERIALS	12,450.60
346699 STATE OF CALIFORNIA	SIGNAL/LIGHTING MAINTENANCE	3,425.65
346718 AT AND T MCI	PHONE	1,140.46
346746 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	209,290.25
346812 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	8,025.73
346974 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	295.37
347006 WESCO RECEIVABLES CORP	SUPPLIES	3,588.58
920116 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,154.29
920130 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,458.94
920146 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	698.76
920222 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	261.16
<b>Public Works-Striping/Signing</b>		
202901 TRAFFIC CONTROL SUPV ASSOC	MEMBER DUES	50.00
346636 BANK OF AMERICA	SUPPLIES	98.06
346675 LOWES COMPANIES INC	SUPPLIES	97.26
346685 OFFICE MAX INC	OFFICE SUPPLIES	41.40
346804 OFFICE MAX INC	OFFICE SUPPLIES	21.93
346928 FASTENAL CO	SUPPLIES	8.25
346931 FURBER SAW INC	SUPPLIES	70.16
346971 NEXTEL SPRINT	CELL PHONE	57.47
346988 SHERWIN WILLIAMS CO	SUPPLIES	390.09

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347081	INTERSTATE SALES	SUPPLIES	3,018.91
347085	KELLY MOORE PAINT CO	AIR HOSE FITTING	204.12
347100	LOWES COMPANIES INC	SUPPLIES	330.93
347101	MANERI SIGN COMPANY	SIGNS	5,966.16
347143	ROYAL BRASS INC	SUPPLIES	199.82
347154	STATEWIDE SAFETY AND SIGNS INC	SPRAY TIPS	1,069.31
920203	GRAINGER INC	SUPPLIES	264.53
<b>Public Works-Facilities Maintenance</b>			
346675	LOWES COMPANIES INC	SUPPLIES	221.23
346718	AT AND T MCI	PHONE	93.02
346768	FRESCHI AIR SYST EMS	AC SERVICE	216.00
346777	HOME DEPOT , THE	SUPPLIES	310.74
346801	OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	100.00
346806	OMEGA INDUST RIAL SUPPLY	SUPPLIES	389.40
346812	PACIFIC GAS AND ELECT RIC CO	GAS	26,324.61
346869	ACE HARDW ARE, ANTIOCH	SUPPLIES	4.38
346872	AMERICAN PLUMBING INC	PLUMBING SERVICES	125.00
347009	ACE HARDW ARE, ANTIOCH	SUPPLIES	6.42
347058	DREAM RIDE ELEVAT OR	ELEVATOR SERVICE	240.00
347100	LOWES COMPANIES INC	SUPPLIES	40.72
347113	OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	100.00
347115	OFFICE MAX INC	OFFICE SUPPLIES	14.11
920144	HAMMONS SUPPLY COMPANY	SUPPLIES	429.03
920203	GRAINGER INC	SUPPLIES	415.51
920237	LEES BUILDING MAINT ENANCE	JANITORIAL SERVICES	2,494.82
<b>Public Works-Parks Maint</b>			
346642	BAY AREA NEW S GROUP	LEGAL AD	425.03
346716	APEX GRADING	DISKING SERVICES	972.00
346718	AT AND T MCI	PHONE	161.46
346730	BSN SPORTS	SUPPLIES	144.04
346812	PACIFIC GAS AND ELECT RIC CO	GAS	1,477.79
346849	STEWARTS TREE SERVICE	TREE SERVICES	435.00
346973	ORCHARD SUPPLY HARDW ARE	SUPPLIES	54.32
346974	PACIFIC GAS AND ELECT RIC CO	ELECTRIC	139.13
346990	SPECTRATURF INC	PLAYGROUND MAT ERIAL	798.60
346992	STEWARTS TREE SERVICE	TREE SERVICES	760.00
347055	DELTA FENCE CO	FENCE REPAIR	980.00
920222	ICR ELECTRICAL CONT RACTORS	ELECTRICAL SERVICES	101.07
920224	JOHN DEERE LANDSCAPES PACHECO	CONTROLLER INST ALLATION	1,996.50
<b>Public Works-Median/General Land</b>			
346684	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
346718	AT AND T MCI	PHONE	298.86
346812	PACIFIC GAS AND ELECT RIC CO	ELECTRIC	3,313.01
346869	ACE HARDW ARE, ANTIOCH	SUPPLIES	33.18
346974	PACIFIC GAS AND ELECT RIC CO	ELECTRIC	62.16
347009	ACE HARDW ARE, ANTIOCH	PVC FITTINGS	53.34

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 Finance Accouting  
 9/5/2013

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347078 HORIZON	IRRIGATION SUPPLIES	2,540.29
347100 LOWES COMPANIES INC	SUPPLIES	268.46
920224 JOHN DEERE LANDSCAPES PACHECO	IRRIGATION SUPPLIES	8,796.72
<b>Public Works-Work Alternative</b>		
346931 FURBER SAW INC	SUPPLIES	361.31
346971 NEXTEL SPRINT	CELL PHONE	194.95
<b>Police Administration</b>		
202991 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	22.97
346635 ARROWHEAD 24 HOUR T OWING INC	TOWING SERVICES	47.50
346685 OFFICE MAX INC	OFFICE SUPPLIES	331.96
346691 PORAC LAW ENFORCEMENT NEWS	RECRUITING	1,550.00
346705 UNITED PARCEL SERVICE	SHIPPING	7.63
346721 BANK OF AMERICA	TRAINING-AGUINAGA/KELLEY	1,431.00
346722 BANK OF AMERICA	MEETING EXPENSE	271.41
346723 BARNETT MEDICAL SERVICES INC	WASTE DISPOSAL	220.00
346740 COMCAST	CABLE	27.40
346742 CONCORD UNIFORMS LLC	UNIFORMS	119.36
346754 CCC POLICE CHIEFS ASSOC	ASSOC DUES	650.00
346755 COSTCO	FILM PROCESSING	4.19
346756 COVANTA STANISLAUS	DESTRUCTION SERVICES	325.13
346757 CSI FORENSIC SUPPLY	SUPPLIES	925.10
346770 GALLS INC	SUPPLIES	327.02
346774 HEAD, SHIRLEY	EXPENSE REIMBURSEMENT	92.32
346782 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	575.90
346795 MORIN, SHAW N M	UNIFORM REIMBURSEMENT	130.75
346823 PITNEY BOWES INC	EQUIPMENT RENTAL	331.35
346824 PORAC LAW ENFORCEMENT NEWS	RECRUITING	1,550.00
346830 QUALITY SOUND	SOUND SYSTEM REPAIR	275.00
346833 REACH PROJECT INC	REACH SERVICES	51,250.00
346834 REZENTES, KAREN L	UNIFORM REIMBURSEMENT	84.20
346840 SAVE MART SUPERMARKET S	SUPPLIES	28.39
346841 SHRED IT INC	SHRED SERVICE	841.85
346852 T MOBILE USA INC	PHONE RECORDS	800.00
346871 ALAMEDA COUNTY SHERIFFS OFFICE	TUITION-FUHRMANN	347.00
346877 ARROWHEAD 24 HOUR T OWING INC	TOWING SERVICES	47.50
346882 BANK OF AMERICA	MEETING EXPENSE	260.62
346883 BARAKOS, DIMITRI A	PER DIEM	198.00
346884 BARAKOS, DIMITRI A	PER DIEM	198.00
346899 CLEARS INC.	TUITION-HEAD	410.00
346900 CNOA	TUITION-VANDERPOOL	45.00
346903 COLLEY, JAMES M	PER DIEM	198.00
346905 COMFORT SUITES	LODGING-JOHNSON	501.75
346906 COMMERCIAL SUPPORT SERVICES	CAR WASHES	661.50
346907 CONCORD UNIFORMS LLC	UNIFORMS	610.29
346912 COSTCO	MEETING EXPENSE	19.86
346914 CROWNE PLAZA	LODGING W K1-BARAKOS	305.28

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346915	CROWNE PLAZA	LODGING W K2-BARAKOS	305.28
346916	CVCIAA	TUITION-JOHNSON	500.00
346920	DOUBLETREE HOTEL	LODGING-WISECARVER	481.32
346924	EIDEN, KITTY J	MINUTES CLERK	90.00
346927	FAIRFIELD INN AND SUIT ES	LODGING-MORTIMER	591.00
346929	FORTNER, JOHN C	MEAL ALLOW ANCE	75.00
346930	FUHRMANN, THOMAS J	PER DIEM	305.00
346936	HAWTHORNE SUIT ES	LODGING-VALLIERE	400.14
346937	HAWTHORNE SUIT ES	LODGING-COLLEY	400.14
346938	HAWTHORNE SUIT ES	LODGING-MARTIN	400.14
346939	HEAD, SHIRLEY	PER DIEM	355.00
346941	HILTON	LODGING-FUHRMANN	453.00
346942	HILTON	LODGING-WISECARVER	538.62
346944	HYATT REGENCY	CONFERENCE- HEAD	737.75
346945	INTERVIEWS AND INTERROGATIONS	TUITION FEES	1,528.00
346947	JOHN ASCUAGAS NUGGET HOTEL	LODGING-KOCH	439.56
346948	JOHN ASCUAGAS NUGGET HOTEL	LODGING-MOREFIELD	449.46
346949	JOHN ASCUAGAS NUGGET HOTEL	LODGING-MORTIMER	439.56
346950	JOHNSON, VIRGINIA L	PER DIEM	305.00
346954	KOCH, MATTHEW T	PER DIEM	204.00
346955	KOCH, MATTHEW T	MEAL ALLOW ANCE	37.50
346959	LOWTHER, GARY M	MEAL ALLOW ANCE	37.50
346963	MARTIN, RICHARD B	PER DIEM	198.00
346964	MOREFIELD, ANTHONY W	PER DIEM	204.00
346965	MORTIMER, MICHAEL P	PER DIEM	183.00
346966	MORTIMER, MICHAEL P	PER DIEM	204.00
346972	OFFICE MAX INC	OFFICE SUPPLIES	231.57
346977	PERKINSON, JAMES A	MEAL ALLOW ANCE	37.50
346984	SACTO REGIONAL PUBLIC SAFETY	TUITION-WISECARVER	172.00
346991	STATE OF CALIFORNIA	FINGERPRINT ING	481.00
346994	TRAINING FOR SAFETY INC	TUITION FEES	327.00
346998	VALLIERE, CHRISTOPHER J	PER DIEM	198.00
346999	VANDERPOOL, JASON C	MEAL ALLOW ANCE	37.50
347007	WISECARVER, JAMES R	PER DIEM	610.00
347013	AMERICAN TOW	TOWING SERVICES	175.00
347017	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	222.50
347038	COLLEY, JAMES M	PER DIEM	426.00
347042	CONTRA COSTA COUNTY	TRAINING FEES	370.00
347047	EMPLOYEE	CHECK REPLACEMENT	58.15
347049	COURTYARD BY MARRIOTT	LODGING-SUMMERS	703.12
347050	COURTYARD BY MARRIOTT	LODGING-COLLEY	703.12
347088	KIRBY POLYGRAPH & INVESTIGATIVE	POLYGRAPH EXAMS	900.00
347093	LC ACTION POLICE SUPPLY	UNIFORM SUPPLIES	242.22
347115	OFFICE MAX INC	OFFICE SUPPLIES	1,341.71
347139	ROGUE FITNESS	FITNESS EQUIPMENT	1,641.18
347141	ROSE CITY LABEL	STICKERS	226.00

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347155	SUMMERS, MATHEW V	PER DIEM	426.00
347172	XEROX CORPORATION	COPIER LEASE/USAGE	2,024.21
920118	MOBILE MINI LLC	STORAGE CONTAINER	815.62
920131	IMAGE SALES INC	ID CARDS	176.83
920145	HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	3,030.84
920147	IMAGE SALES INC	ID CARDS	30.25
920183	CRYSTAL CLEAR LOGOS INC	SHIRTS	111.35
920220	HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	429.00
920223	IMAGE SALES INC	ID CARDS	16.96
920227	KARSTE CONSULTING INC	CONSULTING SERVICES	1,200.00
920251	MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	774.74
<b>Police Community Policing</b>			
202657	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	93.05
202957	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	30.10
202958	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	67.50
202959	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	58.20
202960	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	83.75
202991	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	63.49
202992	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	22.60
202993	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	82.70
202994	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	74.60
346667	HUNT AND SONS INC	FUEL	95.77
346780	IBS OF TRI VALLEY	BATTERIES	816.46
346784	KELLEY, ROBIN M	EXPENSE REIMBURSEMENT	168.05
346826	PERS	PAYROLL DEDUCTIONS	1,255.37
346831	QUINTERO, ROBERT B	EXPENSE REIMBURSEMENT	43.39
346979	PERS	PAYROLL DEDUCTIONS	2,386.24
347070	EMPLOYEE	PENSION PAYMENT	4,999.00
347072	EMPLOYEE	PENSION PAYMENT	3,999.00
347073	EMPLOYEE	PENSION PAYMENT	3,999.00
347079	HUNT AND SONS INC	FUEL	384.72
347105	MOORE K9 SERVICES	K9 TRAINING	500.00
920114	GRAINGER INC	SUPPLIES	162.13
<b>Police Investigations</b>			
202657	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	6.05
202957	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	5.65
202958	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	30.00
202959	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	28.26
202960	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	15.00
202991	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	12.50
202992	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	74.40
346721	BANK OF AMERICA	BUSINESS EXPENSE	1,624.00
346744	CONTRA COSTA COUNTY	LAB TESTING	3,280.20
346745	CONTRA COSTA COUNTY	LAB TESTING	14,631.50
346750	CONTRA COSTA COUNTY	SART EXAMS	2,000.00
346853	T MOBILE USA INC	PHONE RECORDS	350.00

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346856 THOMSON WEST	ONLINE DAT ABASE	310.91
346909 CONTRA COSTA COUNTY	EXTRADITION FEES	700.00
346913 COURT SERVICES INC	PRISONER T RANSPORTATION	1,160.93
346979 PERS	PAYROLL DEDUCT IONS	1,695.01
347159 THOMSON WEST	ONLINE DAT ABASE	310.91
347172 XEROX CORPORATION	COPIER LEASE/USAGE	723.94
<b>Police Special Operations Unit</b>		
346843 SPECIAL SERVICES GROUP LLC	SURVEILLANCE SUBSCRIPT ION	1,800.00
<b>Police Communications</b>		
346631 AMERICAN TOWER CORPORAT ION	TOWER RENTAL	216.12
346685 OFFICE MAX INC	OFFICE SUPPLIES	51.61
346718 AT AND T MCI	PHONE	1,616.90
346771 GLOBALSTAR	TELECOMMUNICAT IONS SERVICE	305.76
346813 PACIFIC TELEMAGEMENT SERVICES	LOBBY PAYPHONE	78.00
346873 AMERICAN TOWER CORPORAT ION	TOWER RENTAL	216.12
346879 AT AND T MCI	PHONE	655.27
346880 AT AND T MCI	PHONE	372.83
346908 CONTRA COSTA COUNTY	ARIES MAINTENANCE	33,400.00
346910 CONTRA COSTA COUNTY	ACCJIN SHARED COST S FY2013- 14	13,244.53
346912 COSTCO	SUPPLIES	134.69
346956 LANGUAGE LINE SERVICES	TRANSLATION SERVICES	21.75
346972 OFFICE MAX INC	OFFICE SUPPLIES	401.41
347115 OFFICE MAX INC	OFFICE SUPPLIES	81.31
<b>Office Of Emergency Management</b>		
346718 AT AND T MCI	PHONE	617.51
<b>Police Community Volunteers</b>		
346722 BANK OF AMERICA	MEETING EXPENSE	3,007.00
346907 CONCORD UNIFORMS LLC	WHISTLES	43.06
347115 OFFICE MAX INC	OFFICE SUPPLIES	804.88
<b>Police Facilities Maintenance</b>		
346675 LOWES COMPANIES INC	SUPPLIES	4.08
346697 ROCHESTER MIDLAND CORP	RESTROOM SANIT ATION SERVICE	1,441.56
346718 AT AND T MCI	PHONE	549.42
346801 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	165.00
346812 PACIFIC GAS AND ELECT RIC CO	GAS	35,855.84
346869 ACE HARDW ARE, ANTIOCH	SUPPLIES	21.47
346971 NEXTEL SPRINT	CELL PHONE	2,549.72
346992 STEWARTS TREE SERVICE	TREE SERVICE	800.00
347032 CAMALI CORP	MAINTENANCE SERVICE	345.00
347058 DREAM RIDE ELEVAT OR	ELEVATOR SERVICE	80.00
347100 LOWES COMPANIES INC	SUPPLIES	37.02
920136 A AND B CREATIVE TROPHIES	SIGN	19.53
920140 CLUB CARE INC	EQUIPMENT REPAIR	216.69
920237 LEES BUILDING MAINT ENANCE	JANITORIAL SERVICES	4,411.17
<b>Community Development Administration</b>		
347172 XEROX CORPORATION	COPIER LEASE/USAGE	325.67

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**Community Development Land Planning Services**

202830	CONTRA COSTA COUNTY	RECORDING FEE	50.00
346642	BAY AREA NEWS GROUP	LEGAL AD	888.49
346751	CONTRA COSTA COUNTY	FISH/WILDLIFE CEQA FEE	2,156.25
346958	LOEWKE PLANNING ASSOCIATES	CONSULTING SERVICES	1,100.00
346978	PMC	CONSULTING SERVICES	11,531.52
347133	RANEY PLANNING & MANAGEMENT	CONSULTING SERVICES	9,390.00

**Community Development Neighborhood Improvement**

202831	CONTRA COSTA COUNTY	LIEN RELEASE FEES	45.00
202833	CONTRA COSTA COUNTY	LIEN RELEASE FEES	30.00
346668	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	9,580.00
346704	TURNAGE II, KEN	ABATEMENT SERVICES	501.18
346707	VERIZON WIRELESS	NETWORK SERVICES	114.03
346865	VERIZON WIRELESS	NETWORK SERVICES	114.03
346995	TURNAGE II, KEN	PUBLIC NUISANCE ABATEMENT	4,689.29
347012	ALLIED WASTE SERVICES	GARBAGE ABATEMENT	4,889.94

**PW Engineer Land Development**

346671	KIMLEY HORN AND ASSOCIATES INC	ENGINEERING SERVICES	540.00
346718	AT AND T MCI	PHONE	61.16
346971	NEXTEL SPRINT	CELL PHONE	169.18
347172	XEROX CORPORATION	COPIER LEASE/USAGE	198.97
920134	TESTING ENGINEERS INC	TESTING SERVICES	396.00

**Community Development Building Inspection**

346632	AMS DOT NET INC	COMPUTER SOFTWARE	365.99
346638	BANK OF AMERICA	REFRIGERATOR	513.98
346671	KIMLEY HORN AND ASSOCIATES INC	PROFESSIONAL SERVICES	1,155.00
346679	MOORE, TERENCE	TECH FEE REFUND	164.44
346804	OFFICE MAX INC	OFFICE SUPPLIES	138.07
346970	MUNN, LAWRENCE E	SAFETY SHOES REIMBURSEMENT	190.00
346971	NEXTEL SPRINT	CELL PHONE	56.44
347124	PETERSEN DEAN SOLAR INC	TECHNOLOGY FEE REFUND	164.44

**Capital Imp. Administration**

203042	DS WATERS OF AMERICA	SUPPLIES	39.40
346636	BANK OF AMERICA	CONSTRUCTION MANUAL	139.52
347172	XEROX CORPORATION	COPIER LEASE/USAGE	48.23

**Community Development Engineering Services**

346685	OFFICE MAX INC	OFFICE SUPPLIES	32.69
346971	NEXTEL SPRINT	CELL PHONE	57.47
347172	XEROX CORPORATION	COPIER LEASE/USAGE	361.62

**212 CDBG Fund**

**CDBG**

346668	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	7,450.00
346752	CONTRA COSTA COUNTY	CDBG SERVICES	36,227.00
346952	KENNEDY, JANET	CONSULTING SERVICES	315.00
346968	MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	281.00
920129	HOUSE, TERI	CONSULTING SERVICES	6,045.00

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**CDBG NSP**

346952 KENNEDY, JANET CONSULTING SERVICES 2,520.00

**213 Gas Tax Fund**

**Streets**

346812 PACIFIC GAS AND ELECTRIC CO ELECTRIC 46,122.18  
 346890 BNSF RAILWAY COMPANY INC WILBUR AVE PROJECT 22,552.86  
 346974 PACIFIC GAS AND ELECTRIC CO ELECTRIC 117.72  
 346975 PARSONS BRINCKERHOFF INC WILBUR AVE PROJECT 62,368.45  
 347001 VSS INTERNATIONAL INC PAVEMENT 113,089.66  
 920148 PROVEN MANAGEMENT INC WILBUR AVE PROJECT 405,894.38

**214 Animal Control Fund**

**Animal Control**

346721 BANK OF AMERICA SUPPLIES 94.90  
 346762 EAST HILLS VETERINARY HOSPITAL VETERINARY SERVICES 274.13  
 346787 KOEFRAN SERVICES INC ANIMAL DISPOSAL SERVICES 1,850.00  
 346812 PACIFIC GAS AND ELECTRIC CO GAS 1,887.16  
 346922 EAST HILLS VETERINARY HOSPITAL VETERINARY SERVICES 2,915.35  
 346940 HILLS PET NUTRITION ANIMAL FOOD 364.27  
 346968 MUNICIPAL POOLING AUTHORITY LIABILITY PREMIUM 11,831.00  
 346971 NEXTEL SPRINT CELL PHONE 474.25  
 347062 EAST BAY VETERINARY EMERGENCY VETERINARY SERVICES 430.59  
 347063 EAST HILLS VETERINARY HOSPITAL VETERINARY SERVICES 437.70  
 347077 HILLS PET NUTRITION ANIMAL FOOD 3,200.51  
 347100 LOWES COMPANIES INC SUPPLIES 76.19  
 347110 MWI VETERINARY SUPPLY CO VETERINARY PHARMACEUTICALS 2,825.96  
 347172 XEROX CORPORATION COPIER LEASE/USAGE 214.69  
 920128 HAMMONS SUPPLY COMPANY SUPPLIES 536.94  
 920144 HAMMONS SUPPLY COMPANY SUPPLIES 67.74  
 920208 HAMMONS SUPPLY COMPANY SUPPLIES 364.78  
 920237 LEES BUILDING MAINTENANCE JANITORIAL SERVICES 435.75

**Maddie's Fund Grant**

346886 BAYER HEALTH CARE SUPPLIES 95.15

**215 Civic Arts Fund**

**Civic Arts**

346717 ARTS & CULTURAL FOUNDATION INCREMENTAL FUNDING 8,450.00

**216 Park-In-Lieu Fund**

**Parks & Open Space**

346650 COMMERCIAL POOL SYSTEMS INC VAULT REPAIRS 5,513.16  
 346673 LINCOLN EQUIPMENT INC POOL COVER 322.91  
 346675 LOWES COMPANIES INC SUPPLIES 52.84  
 346739 COLUMN CONCEPTS WALL EXAMINATION 2,432.55  
 346935 H AND H CONSTRUCTION CITY PARK PROJECT 36,250.77  
 347100 LOWES COMPANIES INC SUPPLIES 155.72

**219 Recreation Fund**

**Non Departmental**

203064 BARELA, STEFANIE DEPOSIT REFUND 75.00

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203065	GOLDEN GATE PETROLEUM	DEPOSIT REFUND	75.00
346733	CAMERENA, ALVARO	DEPOSIT REFUND	340.00
346764	ENRIQUEZ, GRACIELA	DEPOSIT REFUND	1,000.00
346778	HUB INTERNATIONAL CA INSURANCE	LIABILITY INSURANCE	377.94
346791	LIPPE, PATRICIA	CONTRACTOR PAYMENT	211.07
346793	MATHERLY, PATRICIA	DEPOSIT REFUND	500.00
346800	NORDAL, VICTORIA	DEPOSIT REFUND	1,000.00
346805	OLUSEGUN, AJOSE	DEPOSIT REFUND	1,000.00
346837	RODRIGUEZ, GLORIA	DEPOSIT REFUND	500.00
346851	SUTTER DELTA MEDICAL	DEPOSIT REFUND	465.00
346896	CASTRO, RENE	DEPOSIT REFUND	1,000.00
346898	CITY OF ANTIOCH	PETTY CASH	120.00
347094	LDI GROWTH PARTNERS	DEPOSIT REFUND	1,000.00
<b>Recreation Admin</b>			
346643	BAY CITIES PYROTECTOR	INSPECTION SERVICES	250.00
<b>Senior Programs</b>			
346638	BANK OF AMERICA	SUPPLIES	5,565.55
346718	AT AND T MCI	PHONE	191.22
346812	PACIFIC GAS AND ELECTRIC CO	GAS	2,936.60
346968	MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	3,867.00
920178	COMPUTERLAND	COMPUTER EQUIPMENT	198.22
<b>Recreation Classes/Prog</b>			
202949	ROBINSON, DEBORAH	CLASS REFUND	30.00
202950	LOEWEN, JENNA	CLASS REFUND	56.00
203051	CORDOVA, BLANCA	CLASS REFUND	44.00
203052	OBRIEN, JESSICA	CLASS REFUND	44.00
203053	RIDEOUT, DELITHA	CLASS REFUND	44.00
203054	FIGLIORINI, TONY	CLASS REFUND	66.00
203055	KRATZER, SHELI	CLASS REFUND	66.00
203056	ZHAO, YING	CLASS REFUND	66.00
203057	ZEIDAM, DENISE	CLASS REFUND	66.00
203058	CENDEJAS, JENNIFER	CLASS REFUND	44.00
203059	MOSKALENKO, MARINA	CLASS REFUND	44.00
203060	CARDOZA, PABLO	CLASS REFUND	64.00
203061	HOUSTON, VANESSA	CLASS REFUND	29.00
203062	EAGLE, KERI	CLASS REFUND	54.00
203063	BELISLE, MARY	CLASS REFUND	64.00
346656	DUGAND, KARINA	CONTRACTOR PAYMENT	318.00
346677	MADSEN, MELISSA	CONTRACTOR PAYMENT	350.00
346687	ORTIZ, CHERYL	CONTRACTOR PAYMENT	290.40
346696	ROBERTS, NANCY	CONTRACTOR PAYMENT	2,934.00
346708	WE ARE ONE PRODUCTIONS	CONTRACTOR PAYMENT	1,386.00
346769	FRESHI FILMS LLC	CONTRACTOR PAYMENT	955.20
346791	LIPPE, PATRICIA	CONTRACTOR PAYMENT	84.43
346796	MUIR, ROXANNE	CONTRACTOR PAYMENT	370.89
346799	NELSEN, HEIDI	CLASS REFUND	165.00

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346828	PULLUM, THOMAS	CLASS REFUND	162.00
346923	EDUCATION TO GO	CONTRACTOR PAYMENT	269.00
346925	EL CAMPANIL THEATRE	THEATRE RENTAL	500.00
346961	MAD SCIENCE OF MT DIABLO	CONTRACTOR PAYMENT	675.00
346968	MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	3,921.00
346985	SAFETY DRIVERS ED LLC	CONTRACTOR PAYMENT	389.40
<b>Recreation Camps</b>			
202948	MOUNTAIN MIKE'S PIZZA	PARTY SUPPLIES	57.64
346828	PULLUM, THOMAS	CLASS REFUND	165.00
<b>Recreation Sports Programs</b>			
346651	CONCORD SOFT BALL UMPIRES	UMPIRE FEES	858.00
346681	MUSCO SPORTS LIGHTING INC	PAINTED LAMP	1,015.50
346686	ORCHARD SUPPLY HARDWARE	SUPPLIES	364.44
346727	BIG SKY LOGOS AND EMBROIDERY	UNIFORM SHIRTS	820.12
346731	CALIF USSSA	REGISTRATION FEES	238.00
346772	GUITRON, VICTOR	CLASS REFUND	525.00
346812	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,812.50
346893	BSN SPORTS	SUPPLIES	356.76
346968	MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	3,474.00
347023	BAY AREA BARRICADE	SUPPLIES	591.33
347087	KIDZ LOVE SOCCER INC	SOCCER CAMP	2,716.80
920110	A AND B CREATIVE TROPHIES	TROPHY	417.13
920116	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,547.69
<b>Recreation Concessions</b>			
346654	COSTCO	SUPPLIES	480.85
346718	AT AND T MCI	PHONE	31.86
<b>Recreation-New Comm Cntr</b>			
346638	BANK OF AMERICA	SUPPLIES	93.50
346649	COMCAST	CONNECTION SERVICE	1,586.93
346654	COSTCO	SUPPLIES	247.16
346658	EAST BAY WELDING SUPPLY	WELDING SUPPLIES	40.23
346666	HONEYWELL INTERNATIONAL INC	REPAIR SERVICE	4,540.79
346676	LSA ASSOCIATES INC	MONITORING SERVICES	617.46
346686	ORCHARD SUPPLY HARDWARE	SUPPLIES	195.59
346801	OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	200.00
346804	OFFICE MAX INC	OFFICE SUPPLIES	91.25
346810	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	5,636.68
346812	PACIFIC GAS AND ELECTRIC CO	GAS	4,404.89
346866	WESCO RECEIVABLES CORP	SUPPLIES	592.41
346879	AT AND T MCI	PHONE	63.43
346889	BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	11.25
346918	DELTA DENTAL	PAYROLL DEDUCTIONS	105.60
346943	HONEYWELL INTERNATIONAL INC	AC REPAIRS	2,025.83
346962	MARLIES CLEANING SERVICE	CLEANING SERVICE	335.00
346968	MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	3,731.00
346973	ORCHARD SUPPLY HARDWARE	SUPPLIES	104.65

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346974	PACIFIC GAS AND ELECTRIC CO	GAS	8,958.63
346979	PERS	PAYROLL DEDUCTIONS	787.22
347020	BANK OF AMERICA	COUNTERFEIT BILL DETECTOR	116.02
347023	BAY AREA BARRICADE	SUPPLIES	591.33
347037	COLE SUPPLY CO INC	JANITORIAL SUPPLIES	603.87
347040	COMCAST	CONNECTION SERVICE	1,586.93
347100	LOWES COMPANIES INC	AIR FILTERS	45.27
347115	OFFICE MAX INC	OFFICE SUPPLIES	105.04
347117	ORCHARD SUPPLY HARDWARE	SUPPLIES	18.00
347172	XEROX CORPORATION	COPIER LEASE/USAGE	311.36
920115	HAMMONS SUPPLY COMPANY	SUPPLIES	227.46
920143	GRAINGER INC	SUPPLIES	89.97
920146	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	646.35
920203	GRAINGER INC	SUPPLIES	494.60
<b>220 Traffic Signalization Fund</b>			
<b>Traffic Signals</b>			
346746	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	13,701.66
<b>221 Asset Forfeiture Fund</b>			
<b>Non Departmental</b>			
346747	CONTRA COSTA COUNTY	ASSET FORFEITURE	3,879.14
<b>Asset Forfeiture</b>			
346818	PEN LINK	COLLECTION MAINTENANCE	2,200.00
<b>222 Measure C Fund</b>			
<b>Streets</b>			
346655	DEPT OF CONSERVATION	TRANSPLAN ANNUAL DUES	10,879.00
346663	FEDERAL ADVOCATES INC	ADVOCACY SERVICES	5,000.00
<b>223 Child Care Fund</b>			
<b>Child Care</b>			
347100	LOWES COMPANIES INC	SUPPLIES	38.77
<b>226 Solid Waste Reduction Fund</b>			
<b>Solid Waste Used Oil</b>			
202829	ASBURY ENVIRONMENTAL SERVICES	OIL FILTER COLLECTION	90.00
346758	DELTA DIABLO SANITATION DISTRICT	HOUSEHOLD HAZARDOUS WASTE	830.28
<b>Solid Waste</b>			
346668	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	900.00
346758	DELTA DIABLO SANITATION DISTRICT	HOUSEHOLD HAZARDOUS WASTE	10,056.57
346968	MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	869.00
347115	OFFICE MAX INC	OFFICE SUPPLIES	33.79
<b>228 Abandoned Vehicles Fund</b>			
<b>Abandoned Vehicles</b>			
346668	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	1,240.00
<b>229 Pollution Elimination Fund</b>			
<b>Storm Drainage</b>			
920203	GRAINGER INC	SUPPLIES	94.13
<b>Channel Maintenance Operation</b>			
346632	AMS DOT NET INC	COMPUTER SOFTWARE	325.33

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346633 ANKA BEHAVIORAL HEALT H INC	LANDSCAPE MAINT ENANCE	7,694.00
346659 ECORP CONSULT ING INC	PROFESSIONAL SERVICES	5,076.25
346815 PAPA	REGISTRATION-RAMIREZ	240.00
346968 MUNICIPAL POOLING AUT HORITY	LIABILITY PREMIUM	4,885.00
346971 NEXTEL SPRINT	CELL PHONE	48.75
346982 RMC WATER AND ENVIRONMENT	CONSULT ING SERVICES	15,909.61
347014 ANKA BEHAVIORAL HEALT H INC	LANDSCAPE SERVICES	8,015.50
347065 ECORP CONSULT ING INC	PROFESSIONAL SERVICES	902.50
920143 GRAINGER INC	SUPPLIES	117.22
<b>238 PEG Franchise Fee Fund</b>		
<b>Non Departmental</b>		
346724 BARTON, T ALAN	EXPENSE REIMBURSEMENT	99.43
346776 HEWLETT PACKARD COMPANY	EQUIPMENT	866.14
347091 LAN CON VOICE & DAT A CABLING	IDF RELOCATION	3,581.00
347149 SMITH FAUSE MCDONALD INC	AUDIO/VISUAL PROJECT	2,192.00
920141 COMPUTERLAND	MONITORS	529.55
<b>251 Lone Tree SLLMD Fund</b>		
<b>Lonetree Maintenance Zone 1</b>		
346684 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	192.00
346716 APEX GRADING	DISKING SERVICES	1,512.00
346718 AT AND T MCI	PHONE	127.44
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	1,696.37
347119 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,194.67
<b>Lonetree Maintenance Zone 2</b>		
346718 AT AND T MCI	PHONE	246.70
346811 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	3,594.00
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	1,442.12
346992 STEWARTS TREE SERVICE	TREE SERVICE	300.00
347119 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,995.00
920224 JOHN DEERE LANDSCAPES PACHECO	CONTROLLER INST ALLATION	627.59
<b>Lonetree Maintenance Zone 3</b>		
346718 AT AND T MCI	PHONE	94.34
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	2,331.03
346974 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	58.06
347119 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,840.25
<b>Lonetree Maintenance Zone 4</b>		
346803 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	825.00
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	611.43
<b>252 Downtown SLLMD Fund</b>		
<b>Downtown Maintenance</b>		
346684 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	727.20
346869 ACE HARDWARE, ANTIOCH	SUPPLIES	13.65
346992 STEWARTS TREE SERVICE	TREE SERVICE	350.00

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**253 Almondridge SLLM D Fund**

**Almondridge Maintenance**

346803 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,175.00
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	425.02

**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

346684 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80
346716 APEX GRADING	DISKING SERVICES	162.00
346718 AT AND T MCI	PHONE	63.72
346811 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	12,553.00
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	1,841.92
347119 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	6,332.00

**Hillcrest Maintenance Zone 2**

346684 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	960.00
346716 APEX GRADING	DISKING SERVICES	3,942.00
346718 AT AND T MCI	PHONE	220.54
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	1,488.55
347119 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	6,856.00

**Hillcrest Maintenance Zone 4**

346684 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	307.20
346716 APEX GRADING	DISKING SERVICES	243.00
346718 AT AND T MCI	PHONE	186.12
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	1,250.92
346881 ATLAS TREE SERVICE INC	EMERGENCY TREE SERVICE	2,150.00

**255 Park 1A Maintenance District Fund**

**Park 1A Maintenance District**

346675 LOWES COMPANIES INC	SUPPLIES	39.56
346684 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	372.20
346880 AT AND T MCI	PHONE	16.11

**256 Citywide 2A Maintenance District Fund**

**Citywide 2A Maintenance Zone 3**

346688 PACHECO BROT HERS GARDENING INC	LANDSCAPE SERVICES	522.00
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	155.50

**Citywide 2A Maintenance Zone 4**

346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	687.43
346849 STEWARTS TREE SERVICE	TREE SERVICES	350.00

**Citywide 2A Maintenance Zone 5**

346688 PACHECO BROT HERS GARDENING INC	LANDSCAPE SERVICES	812.00
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	726.66

**Citywide 2A Maintenance Zone 6**

346684 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
346688 PACHECO BROT HERS GARDENING INC	LANDSCAPE SERVICES	1,508.00
346812 PACIFIC GAS AND ELECT RIC CO	ELECTRIC	447.91

**Citywide 2A Maintenance Zone 8**

346688 PACHECO BROT HERS GARDENING INC	LANDSCAPE SERVICES	986.00
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346812	PACIFIC GAS AND ELECT RIC CO	ELECTRIC	578.22
<b>Citywide 2A Maintenance Zone 9</b>			
346684	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	307.20
346718	AT AND T MCI	PHONE	127.44
346811	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,396.00
346812	PACIFIC GAS AND ELECT RIC CO	ELECTRIC	966.20
<b>Citywide 2A Maintenance Zone10</b>			
346716	APEX GRADING	DISKING SERVICES	891.00
346803	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	745.00
346812	PACIFIC GAS AND ELECT RIC CO	ELECTRIC	244.40
<b>257 SLLMD Administration Fund</b>			
<b>SLLMD Administration</b>			
346626	ACE HARDWARE, ANTIOCH	SUPPLIES	10.73
346675	LOWES COMPANIES INC	SUPPLIES	218.53
346761	DEPT OF PESTICIDE REGULAT ION	PESTICIDE APP FEE	50.00
346968	MUNICIPAL POOLING AUT HORITY	LIABILITY PREMIUM	1,371.00
346971	NEXTEL SPRINT	CELL PHONE	163.89
920266	QUENVOLDS	SAFETY SHOES-AMBRIZ	215.92
<b>259 East Lone Tree SLLMD Fund</b>			
<b>Zone 1-District 10</b>			
346803	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	1,200.00
346812	PACIFIC GAS AND ELECT RIC CO	ELECTRIC	48.58
346974	PACIFIC GAS AND ELECT RIC CO	ELECTRIC	132.12
<b>311 Capital Improvement Fund</b>			
<b>Measure WW</b>			
347114	ODIN SYSTEMS INC	CAMERA SURVEILLANCE	9,884.01
<b>Public Buildings &amp; Facilities</b>			
346933	GOODLAND LANDSCAPE CONST	SOCCER TURF PROJECT	96,319.51
346993	STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES	11,844.00
<b>319 Residential Dev Alloc Fund</b>			
<b>Non Departmental</b>			
346652	CONTRA COSTA COUNTY	FACILITY MAINTENANCE	23,854.69
346670	JARVIS FAY AND DOPORT O LLP	LEGAL SERVICES	309.17
<b>376 Lone Diamond Fund</b>			
<b>Assessment District</b>			
346659	ECORP CONSULT ING INC	PROFESSIONAL SERVICES	5,436.25
346726	BENCHMARK CONSULT ANTS	CONSULTING SERVICES	5,670.00
346887	BENCHMARK CONSULT ANTS	CONSULTING SERVICES	4,100.00
346980	PUBLIC STORAGE	STORAGE FEES	576.00
346982	RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	32,727.52
347065	ECORP CONSULT ING INC	PROFESSIONAL SERVICES	1,015.00
<b>415 APFA 02 Lease Revenue Ref Fund</b>			
<b>Non Departmental</b>			
346710	WILLDAN FINANCIAL SERVICES	EMMA DISCLOSURE	250.00

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**416 Honeywell Capital Lease Fund**

**Non Departmental**

347019 BANK OF AMERICA	LOAN PAYMENT	43,050.08
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**570 Equipment Maintenance Fund**

**Non Departmental**

346667 HUNT AND SONS INC	FUEL	28,661.74
346779 HUNT AND SONS INC	FUEL	18,812.30
347079 HUNT AND SONS INC	FUEL	7,827.92

**Equipment Maintenance**

202903 WINTER CHEVROLET CO	SUPPLIES	13.08
346634 ANTIOCH AUTO PARTS	AUTO PARTS STOCK	76.36
346672 LEHR AUTO ELECTRIC	VEHICLE SERVICE	3,130.86
346689 PETERSON	ANTI FREEZE	317.83
346702 SUPERIOR AUTO PARTS	SUPPLIES	99.49
346703 TRED SHED, THE	TIRES	2,148.62
346715 ANTIOCH GLASS	WINDSHIELD REPLACEMENT	370.83
346767 FASTENAL CO	SUPPLIES	48.48
346792 MAACO	TAILGATE REPAIR	262.17
346794 MITCHELL ONE INC	SOFTWARE	809.68
346812 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,283.15
346821 PETERSON	OIL TEST KIT	14.75
346829 PURSUIT NORTH	PATROL CAR BUILD	3,554.29
346857 TRED SHED, THE	TIRES	3,223.41
346860 TUTTS TRUCK OUTFITTERS	TAILGATE	348.80
346869 ACE HARDWARE, ANTIOCH	SUPPLIES	13.42
346875 ANTIOCH AUTO PARTS	AUTO PARTS STOCK	1,234.34
346888 BILL BRANDT FORD	WATER PUMP	82.95
346897 CHUCKS BRAKE AND WHEEL SERVICE	BATTERIES	764.70
346921 EAST BAY TIRE CO	REPAIR SERVICE	107.19
346957 LEHR AUTO ELECTRIC	SPOT LIGHTS	138.20
346968 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	8,710.00
346986 SCOTTOS AUTO BODY INC	AUTO BODY SHOP SERVICES	1,151.28
347003 WALNUT CREEK FORD	AUTO PARTS STOCK	311.85
347015 ANTIOCH AUTO PARTS	AUTO PARTS STOCK	1,369.34
347026 BILL BRANDT FORD	BRAKE PARTS	79.73
347061 EAST BAY TIRE CO	TIRE SERVICE	156.56
347100 LOWES COMPANIES INC	BOLTS	21.46
347109 MUNICIPAL MAINT EQUIPMENT INC	HOSE	1,151.13
347125 PETERSON	AIR FILTERS	94.93
347136 RESPONSIVE COMMUNICATION SVCS	GPS REPAIRS	171.91
347146 SCOTTOS AUTO BODY INC	AUTO BODY SHOP SERVICES	2,400.00
347156 SUPERIOR AUTO PARTS	STARTER	140.97
347169 WALNUT CREEK FORD	RIMS & SENSORS	2,250.80
347172 XEROX CORPORATION	COPIER LEASE/USAGE	57.23
920121 UNLIMITED GRAPHIC & SIGN NETWORK	DECALS	113.82
920143 GRAINGER INC	SUPPLIES	77.99

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920151	UNLIMITED GRAPHIC & SIGN NET WORK	DECALS	933.10
920176	COAST OIL COMPANY	MOTOR OIL	1,844.38
920231	KIMBALL MIDW EST	SUPPLIES	1,257.37

**573 Information Services Fund**

**Non Departmental**

347020	BANK OF AMERICA	COMPUTER PURCHASE	1,207.59
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**Information Services**

346718	AT AND T MCI	PHONE	117.30
346968	MUNICIPAL POOLING AUT HORITY	LIABILITY PREMIUM	3,714.00
346971	NEXTEL SPRINT	CELL PHONE	56.48
347167	VERIZON WIRELESS	AIR CARD	91.52

**Network Support & PCs**

346640	BARTON, T ALAN	EXPENSE REIMBURSEMENT	204.61
346648	COMCAST	INTERNET SERVICE	78.27
346649	COMCAST	CONNECTION SERVICE	1,026.55
346685	OFFICE MAX INC	OFFICE SUPPLIES	59.66
346718	AT AND T MCI	PHONE	186.72
346874	AMS DOT NET INC	COMPUTER SOFTWARE	1,842.18
346880	AT AND T MCI	PHONE	714.64
346904	COMCAST	INTERNET SERVICE	116.39
346919	DIGITAL SERVICES	WEBSITE MAINTENANCE	2,600.00
346968	MUNICIPAL POOLING AUT HORITY	LIABILITY PREMIUM	5,844.00
346971	NEXTEL SPRINT	CELL PHONE	120.81
347040	COMCAST	CONNECTION SERVICE	1,026.55
920178	COMPUTERLAND	COMPUTER SUPPLIES	151.45
920203	GRAINGER INC	SUPPLIES	85.77

**Telephone System**

202260	AMERICAN MESSAGING	PAGER	39.41
346718	AT AND T MCI	PHONE	1.24
346878	AT AND T MCI	PHONE	17.75
346879	AT AND T MCI	PHONE	183.54
346880	AT AND T MCI	PHONE	2,154.65
346968	MUNICIPAL POOLING AUT HORITY	LIABILITY PREMIUM	398.00

**GIS Support Services**

346732	CA SURVEYING & DRAFT ING SUPPLY	SUPPLIES	178.02
346968	MUNICIPAL POOLING AUT HORITY	LIABILITY PREMIUM	5,390.00

**Office Equipment Replacement**

346632	AMS DOT NET INC	COMPUTER SOFTWARE	365.99
347076	HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	731.50
347132	QUICK PC SUPPORT	YEARLY MAINTENANCE SERVICE	12,500.00
920178	COMPUTERLAND	COMPUTER EQUIPMENT	198.22

**577 Post Retirement Medical-Police Fund**

**Non Departmental**

346979	PERS	MEDICAL AFT ER RETIREMENT	3,683.45
347028	RETIREE	MEDICAL AFT ER RETIREMENT	1,219.06
347031	RETIREE	MEDICAL AFT ER RETIREMENT	177.58

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347095	RETIREE	MEDICAL AFT ER RETIREMENT	842.00
347111	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
347142	RETIREE	MEDICAL AFT ER RETIREMENT	219.32
347148	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
347161	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
347171	RETIREE	MEDICAL AFT ER RETIREMENT	461.74
920152	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
920153	RETIREE	MEDICAL AFT ER RETIREMENT	219.32
920160	RETIREE	MEDICAL AFT ER RETIREMENT	1,111.84
920163	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
920172	RETIREE	MEDICAL AFT ER RETIREMENT	1,088.53
920173	RETIREE	MEDICAL AFT ER RETIREMENT	513.06
920175	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
920179	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
920190	RETIREE	MEDICAL AFT ER RETIREMENT	1,090.04
920195	RETIREE	MEDICAL AFT ER RETIREMENT	810.00
920196	RETIREE	MEDICAL AFT ER RETIREMENT	219.32
920211	RETIREE	MEDICAL AFT ER RETIREMENT	173.37
920214	RETIREE	MEDICAL AFT ER RETIREMENT	219.32
920217	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
920218	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
920219	RETIREE	MEDICAL AFT ER RETIREMENT	130.73
920232	RETIREE	MEDICAL AFT ER RETIREMENT	173.37
920250	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
920253	RETIREE	MEDICAL AFT ER RETIREMENT	553.63
920267	RETIREE	MEDICAL AFT ER RETIREMENT	352.26
920268	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
920270	RETIREE	MEDICAL AFT ER RETIREMENT	887.95
920280	RETIREE	MEDICAL AFT ER RETIREMENT	553.63
920291	RETIREE	MEDICAL AFT ER RETIREMENT	173.32
920296	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
920300	RETIREE	MEDICAL AFT ER RETIREMENT	553.63
920310	RETIREE	MEDICAL AFT ER RETIREMENT	553.63
920312	RETIREE	MEDICAL AFT ER RETIREMENT	193.61
920314	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26

**578 Post Retirement Medical-Misc Fund**

***Non Departmental***

346979	PERS	MEDICAL AFT ER RETIREMENT	6,099.64
347025	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
347052	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
347057	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
347059	RETIREE	MEDICAL AFT ER RETIREMENT	387.26
347060	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
347083	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
347103	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
347118	RETIREE	MEDICAL AFT ER RETIREMENT	121.69

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347131	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
347137	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
347140	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
347145	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
347168	RETIREE	MEDICAL AFT ER RETIREMENT	519.26
920155	RETIREE	MEDICAL AFT ER RETIREMENT	255.43
920156	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920157	RETIREE	MEDICAL AFT ER RETIREMENT	146.32
920159	RETIREE	MEDICAL AFT ER RETIREMENT	358.51
920162	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920166	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
920168	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
920170	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920177	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920180	RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920184	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920186	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
920189	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920192	RETIREE	MEDICAL AFT ER RETIREMENT	173.37
920194	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920198	RETIREE	MEDICAL AFT ER RETIREMENT	173.37
920202	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920204	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920206	RETIREE	MEDICAL AFT ER RETIREMENT	531.64
920207	RETIREE	MEDICAL AFT ER RETIREMENT	163.02
920213	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920216	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920225	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
920226	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920230	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920234	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
920236	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920240	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920243	RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920245	RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920249	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920262	RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920263	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920272	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
920275	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
920279	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920284	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920294	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920297	RETIREE	MEDICAL AFT ER RETIREMENT	255.43
920299	RETIREE	MEDICAL AFT ER RETIREMENT	173.37
920303	RETIREE	MEDICAL AFT ER RETIREMENT	709.38

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920309 RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920311 RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920313 RETIREE	MEDICAL AFT ER RETIREMENT	84.28
920315 RETIREE	MEDICAL AFT ER RETIREMENT	121.69

**579 Post Retirement Medical-Mgmt Fund**

***Non Departmental***

346979 PERS	MEDICAL AFT ER RETIREMENT	8,939.70
347021 RETIREE	MEDICAL AFT ER RETIREMENT	239.69
347034 RETIREE	MEDICAL AFT ER RETIREMENT	964.95
347048 RETIREE	MEDICAL AFT ER RETIREMENT	179.69
347069 RETIREE	MEDICAL AFT ER RETIREMENT	121.69
347074 RETIREE	MEDICAL AFT ER RETIREMENT	239.69
347080 RETIREE	MEDICAL AFT ER RETIREMENT	400.00
347097 RETIREE	MEDICAL AFT ER RETIREMENT	358.38
347104 RETIREE	MEDICAL AFT ER RETIREMENT	759.38
347122 RETIREE	MEDICAL AFT ER RETIREMENT	121.69
347134 RETIREE	MEDICAL AFT ER RETIREMENT	255.43
347158 RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920161 RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920164 RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920165 RETIREE	MEDICAL AFT ER RETIREMENT	256.89
920167 RETIREE	MEDICAL AFT ER RETIREMENT	179.70
920169 RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920171 RETIREE	MEDICAL AFT ER RETIREMENT	898.90
920174 RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920181 RETIREE	MEDICAL AFT ER RETIREMENT	625.86
920182 RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920185 RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920187 RETIREE	MEDICAL AFT ER RETIREMENT	474.38
920188 RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920191 RETIREE	MEDICAL AFT ER RETIREMENT	255.43
920197 RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920199 RETIREE	MEDICAL AFT ER RETIREMENT	898.90
920201 RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920205 RETIREE	MEDICAL AFT ER RETIREMENT	1,184.56
920209 RETIREE	MEDICAL AFT ER RETIREMENT	408.20
920210 RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920212 RETIREE	MEDICAL AFT ER RETIREMENT	461.74
920221 RETIREE	MEDICAL AFT ER RETIREMENT	315.64
920228 RETIREE	MEDICAL AFT ER RETIREMENT	724.38
920229 RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920233 RETIREE	MEDICAL AFT ER RETIREMENT	255.43
920235 RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920238 RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920239 RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920241 RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26

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920242	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
920244	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
920246	RETIREE	MEDICAL AFT ER RETIREMENT	159.02
920247	RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920248	RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920252	RETIREE	MEDICAL AFT ER RETIREMENT	964.95
920254	RETIREE	MEDICAL AFT ER RETIREMENT	173.37
920256	RETIREE	MEDICAL AFT ER RETIREMENT	255.43
920259	RETIREE	MEDICAL AFT ER RETIREMENT	146.32
920260	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920261	RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920264	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920265	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920269	RETIREE	MEDICAL AFT ER RETIREMENT	1,222.26
920271	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920273	RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920274	RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920276	RETIREE	MEDICAL AFT ER RETIREMENT	239.69
920277	RETIREE	MEDICAL AFT ER RETIREMENT	146.32
920278	RETIREE	MEDICAL AFT ER RETIREMENT	379.69
920281	RETIREE	MEDICAL AFT ER RETIREMENT	898.90
920282	RETIREE	MEDICAL AFT ER RETIREMENT	594.38
920283	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920285	RETIREE	MEDICAL AFT ER RETIREMENT	255.43
920286	RETIREE	MEDICAL AFT ER RETIREMENT	625.86
920288	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920289	RETIREE	MEDICAL AFT ER RETIREMENT	386.40
920290	RETIREE	MEDICAL AFT ER RETIREMENT	759.38
920293	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920298	RETIREE	MEDICAL AFT ER RETIREMENT	255.43
920301	RETIREE	MEDICAL AFT ER RETIREMENT	2,051.22
920302	RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920304	RETIREE	MEDICAL AFT ER RETIREMENT	358.38
920305	RETIREE	MEDICAL AFT ER RETIREMENT	1,111.84
920306	RETIREE	MEDICAL AFT ER RETIREMENT	121.69
920307	RETIREE	MEDICAL AFT ER RETIREMENT	1,623.44
920308	RETIREE	MEDICAL AFT ER RETIREMENT	255.43

**611 Water Fund**

***Non Departmental***

201590	GOLOGO PROMOT IONS	UNIFORM LOGOS	92.23
346641	BAY AREA BARRICADE	SUPPLIES	5,886.02
346644	BISHOP CO	SUPPLIES	1,501.93
346657	E M HUNDLEY	SUPPLIES	493.34
346701	STATEWIDE SAFETY AND SIGNS INC	SUPPLIES	655.90
346709	WILCO SUPPLY	SUPPLIES	608.04
346712	AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	761.35

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346804	OFFICE MAX INC	SUPPLIES	1,608.29
346928	FASTENAL CO	SUPPLIES	1,933.22
346983	ROBERTS AND BRUNE CO	SUPPLIES	1,044.86
347006	WESCO RECEIVABLES CORP	SUPPLIES	490.23
347027	BISHOP CO	SUPPLIES	3,360.72
347067	FASTENAL CO	SUPPLIES	1,425.53
347078	HORIZON	SUPPLIES	1,045.51
347138	ROBERTS AND BRUNE CO	SUPPLIES	7,465.89
920113	GOLDEN WEST BETTERWAY UNIFORMS	SUPPLIES	420.18
920115	HAMMONS SUPPLY COMPANY	SUPPLIES	1,248.92
920143	GRAINGER INC	SUPPLIES	205.07
920144	HAMMONS SUPPLY COMPANY	SUPPLIES	1,036.55
920203	GRAINGER INC	SUPPLIES	1,798.20
920208	HAMMONS SUPPLY COMPANY	SUPPLIES	1,033.61

**Water Supervision**

346968	MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	104,167.00
346971	NEXTEL SPRINT	CELL PHONE	84.72
347053	DAVIS, CARRIE	SAME DAY FEE REFUND	175.00
347144	RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	730.44

**Water Production**

202884	USA BLUE BOOK	TUBE FITTINGS	61.15
202885	GENERAL PLUMBING SUPPLY CO	SUPPLIES	36.15
202891	LESLIES POOL SUPPLIES	BRUSH	33.10
346626	ACE HARDWARE, ANTIOCH	SUPPLIES	136.60
346636	BANK OF AMERICA	SUPPLIES	43.38
346661	ENVIRONMENTAL RESOURCE ASSOC	TESTING SERVICES	435.21
346664	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	245.33
346666	HONEYWELL INTERNATIONAL INC	HVAC SERVICE AND REPAIR	9,871.58
346678	MCCAMPBELL ANALYTICAL INC	MONITORING	2,243.00
346690	POLYDYNE INC	POLYMER	5,060.00
346698	SHUTE MIHALY AND WEINBERGER LLP	LEGAL SERVICES	63.00
346705	UNITED PARCEL SERVICE	SHIPPING	30.67
346706	UNIVAR USA INC	CAUSTIC	6,231.31
346711	ALL INDUSTRIAL ELECTRIC SUPPLY INC	GENERATOR REBUILD	5,773.00
346713	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL SERVICE	125.00
346716	APEX GRADING	DISKING SERVICES	1,890.00
346718	AT AND T MCI	PHONE	1,514.62
346736	CMC INCORPORATED	NOZZLE ASSEMBLY	2,402.16
346763	ELAP BRANCH	LAB FEES	2,811.00
346765	ENVIRONMENTAL RESOURCE ASSOC	PROFICIENCY STUDY	290.90
346783	KARL NEEDHAM ENTERPRISES INC	RENTAL EQUIPMENT	30,201.08
346811	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	857.00
346812	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	379,518.56
346839	S AND S SUPPLIES AND SOLUTIONS	SAFETY SERVICES	1,351.00
346866	WESCO RECEIVABLES CORP	SUPPLIES	2,472.23
346869	ACE HARDWARE, ANTIOCH	HINGE	157.59

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346875	ANTIOCH AUTO PARTS	SUPPLIES	26.58
346879	AT AND T MCI	PHONE	126.84
346880	AT AND T MCI	PHONE	66.80
346891	BORGES AND MAHONEY	CHLORINE SENSOR	1,584.59
346911	CONTRA COSTA WATER DISTRICT	RAW WATER	863,319.90
346928	FASTENAL CO	FASTENERS	29.39
346934	GRAPHIC CONT ROLS LLC	CHARTS	861.31
346971	NEXTEL SPRINT	CELL PHONE	61.74
346972	OFFICE MAX INC	OFFICE SUPPLIES	79.10
346974	PACIFIC GAS AND ELECT RIC CO	ELECTRIC	19.71
346983	ROBERTS AND BRUNE CO	SUPPLIES	471.98
346992	STEWARTS TREE SERVICE	TREE SERVICE	3,200.00
347009	ACE HARDWARE, ANTIOCH	SUPPLIES	343.77
347015	ANTIOCH AUTO PARTS	FAN BELT	116.90
347029	BORGES AND MAHONEY	CHLORINATOR PARTS	12.95
347068	FLOW SCIENCE INCORPORATED	PROFESSIONAL SERVICES	2,723.50
347075	HACH CO	LAB SUPPLIES	95.14
347084	KELLY MOORE PAINT CO	PAINT	158.61
347090	KRUGER INC	SAND	804.89
347092	LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	4,070.00
347100	LOWES COMPANIES INC	VALVES	206.40
347102	MCCAMPBELL ANALYTICAL INC	TESTING & MONITORING	261.90
347107	MT DIABLO LANDSCAPE CENTERS INC	CONCRETE	109.22
347119	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,571.00
347127	POLYDYNE INC	POLYMER	5,060.00
347130	QUESADA CHIROPRACTIC	DMV PHYSICAL	75.00
347135	REINHOLDT ENGINEERING CONST R	INSPECTION SERVICES	350.00
347138	ROBERTS AND BRUNE CO	PIPE & FITTINGS	8,203.80
347151	SPAULDING, ANN B	CONSULTING SERVICES	4,507.91
347170	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	550.00
920112	GENERAL CHEMICAL CORP	ALUM	12,192.29
920114	GRAINGER INC	SUPPLIES	26.33
920117	IDEXX LABORATORIES INC	SUPPLIES	3,777.34
920120	OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	11,814.46
920125	EUROFINS EATON ANALYTICAL INC	MONITORING SERVICES	2,300.00
920126	GENERAL CHEMICAL CORP	ALUM	9,176.40
920137	AIRGAS SPECIALTY PRODUCTS	AMMONIA	4,546.80
920142	GENERAL CHEMICAL CORP	ALUM	9,126.35
920143	GRAINGER INC	SUPPLIES	179.95
920149	SIERRA CHEMICAL CO	CHLORINE	13,238.82
920150	THYSSEN KRUPP ELEVATOR CORP	ELEVATOR SERVICE	243.60
920154	AIRGAS SPECIALTY PRODUCTS	AMMONIA	2,308.50
920193	EUROFINS EATON ANALYTICAL INC	MONITORING	100.00
920200	GENERAL CHEMICAL CORP	ALUM	27,265.75
920237	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	658.60
920257	NTU TECHNOLOGIES INC	POLYMER	2,700.00

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920258 OLIN CHLOR ALKALI PRODUCT S	CAUSTIC	46,817.27
920287 SIERRA CHEMICAL CO	CHLORINE	4,412.94
<b>Water Distribution</b>		
346632 AMS DOT NET INC	COMPUTER SOFTWARE	1,504.63
346636 BANK OF AMERICA	SUPPLIES	216.98
346658 EAST BAY WELDING SUPPLY	WELDING SUPPLIES	148.86
346662 FASTENAL CO	SUPPLIES	216.00
346675 LOWES COMPANIES INC	SUPPLIES	171.42
346678 MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	261.90
346685 OFFICE MAX INC	OFFICE SUPPLIES	111.14
346693 RED WING SHOE STORE	SAFETY SHOES-HANBERG	215.93
346695 ROBERTS AND BRUNE CO	SUPPLIES	318.70
346705 UNITED PARCEL SERVICE	SHIPPING	107.83
346718 AT AND T MCI	PHONE	31.86
346758 DELTA DIABLO SANITATION DISTRICT	HOUSEHOLD HAZARDOUS WASTE	10,056.57
346804 OFFICE MAX INC	OFFICE SUPPLIES	536.85
346835 ROBERTS AND BRUNE CO	SUPPLIES	1,356.25
346838 ROYAL BRASS INC	SUPPLIES	201.86
346875 ANTIOCH AUTO PARTS	PIPE & FITTING	406.52
346876 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	8,515.69
346928 FASTENAL CO	SUPPLIES	37.49
346971 NEXTEL SPRINT	CELL PHONE	352.74
346983 ROBERTS AND BRUNE CO	SUPPLIES	2,152.64
346996 UNITED PARCEL SERVICE	SHIPPING	44.73
347000 VERIZON WIRELESS	AIR CARDS	605.78
347010 ALL PRO PRINTING SOLUTIONS	ENVELOPES	520.46
347015 ANTIOCH AUTO PARTS	SUPPLIES	72.56
347051 CWEA SFBS	RENEWAL-BROOKS	140.00
347054 DELTA DIABLO SANITATION DISTRICT	RECYCLED WATER	9,426.82
347056 DELTA GRINDING CO INC	EQUIPMENT RENTAL	656.25
347096 LEIGHTON STONE CORP	PRESSURE GAUGES	546.12
347100 LOWES COMPANIES INC	SUPPLIES	562.09
347107 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE	418.89
347115 OFFICE MAX INC	OFFICE SUPPLIES	74.23
347117 ORCHARD SUPPLY HARDWARE	TOOLS	50.62
347138 ROBERTS AND BRUNE CO	PIPE & FITTINGS	9,995.70
347162 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
347172 XEROX CORPORATION	COPIER LEASE/USAGE	145.68
920111 COMPUTERLAND	ADOBE ACROBAT	86.26
920143 GRAINGER INC	SUPPLIES	115.93
920203 GRAINGER INC	SUPPLIES	422.22
920227 KARSTE CONSULTING INC	CONSULTING SERVICES	1,200.00
920266 QUENVOLDS	SAFETY SHOES-HICKS	431.84
<b>Water Meter Reading</b>		
346971 NEXTEL SPRINT	CELL PHONE	47.13
920138 BADGER METER INC	SUPPLIES	9,583.81

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920158 BADGER METER INC	REGISTERS	31,786.85
<b>Public Buildings &amp; Facilities</b>		
346773 HDR ENGINEERING INC	CONSULTING SERVICES	5,403.39
346892 BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	13,050.50
346960 LOZANO SMITH LLP	LEGAL SERVICES	24,567.82
346974 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	4,398.10
920119 NICHOLS CONSULTING ENGINEERS	CONSULTING SERVICES	2,131.69
920255 NICHOLS CONSULTING ENGINEERS	CONSULTANT SERVICES	573.00
<b>Warehouse &amp; Central Stores</b>		
346705 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	4.00
346971 NEXTEL SPRINT	CELL PHONE	53.15
346996 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.00
347163 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	13.00
347172 XEROX CORPORATION	COPIER LEASE/USAGE	141.92
<b>615 APFA 93/03 Water Rfd Bonds Fund</b>		
<b>Water Systems</b>		
346683 NBS LOCAL GOVERNMENT SOLUTIONS	FINAL ARBITRAGE FEE	1,200.00
<b>621 Sewer Fund</b>		
<b>Sewer-Wastewater Supervision</b>		
346693 RED WING SHOE STORE	SAFETY SHOES-CHALK	160.00
346968 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	39,327.00
346971 NEXTEL SPRINT	CELL PHONE	9.55
347030 BROWN, JAMES	LIABILITY CLAIM	210.00
347144 RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	730.44
347172 XEROX CORPORATION	COPIER LEASE/USAGE	145.68
<b>Sewer-Wastewater Collection</b>		
346626 ACE HARDWARE, ANTIOCH	FLASH LIGHTS	85.82
346632 AMS DOT NET INC	COMPUTER SOFTWARE	1,504.63
346636 BANK OF AMERICA	SUPPLIES	368.81
346645 BKF ENGINEERS INC	ENGINEERING SERVICES	12,238.09
346675 LOWES COMPANIES INC	SUPPLIES	209.84
346685 OFFICE MAX INC	OFFICE SUPPLIES	33.79
346693 RED WING SHOE STORE	SAFETY SHOES-HUGHES	420.62
346718 AT AND T MCI	PHONE	125.67
346758 DELTA DIABLO SANITATION DISTRICT	HOUSEHOLD HAZARDOUS WASTE	10,056.58
346789 LAWSON, JOHN A	LICENSE FEE REIMBURSEMENT	64.00
346804 OFFICE MAX INC	OFFICE SUPPLIES	139.23
346832 RAMIREZ, ROSALIE E	LICENSE FEE REIMBURSEMENT	64.00
346838 ROYAL BRASS INC	SUPPLIES	7.21
346876 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	6,313.02
346917 CWEA SFBS	TRAINING-STOUT	277.00
346931 FURBER SAW INC	SUPPLIES	107.25
346946 JEFFERSON, PHILLIP J	LICENSE FEE REIMBURSEMENT	64.00
346971 NEXTEL SPRINT	CELL PHONE	162.90
347000 VERIZON WIRELESS	AIR CARDS	295.53
347004 WECO INDUSTRIES INC	EQUIPMENT REPLACEMENT	1,347.02

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347009	ACE HARDWARE, ANTIOCH	LIGHT	7.80
347010	ALL PRO PRINTING SOLUTIONS	ENVELOPES	525.04
347011	ALL STAR RENTS	EQUIPMENT RENTAL	653.08
347100	LOWES COMPANIES INC	SUPPLIES	10.28
347107	MT DIABLO LANDSCAPE CENTERS INC	CONCRETE	332.79
347115	OFFICE MAX INC	OFFICE SUPPLIES	74.23
347150	SOFTCHOICE CORPORAT ION	MS OFFICE SOFT WARE	381.63
347162	TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
920109	3T EQUIPMENT COMPANY	EQUIPMENT	604.12
920111	COMPUTERLAND	ADOBE ACROBAT	86.26
920124	COMPUCOM SYST EMS INC	EQUIPMENT	656.71
920127	GRAINGER INC	SUPPLIES	28.48
<b>Wastewater Collection</b>			
920119	NICHOLS CONSULT ING ENGINEERS	CONSULTING SERVICES	2,131.69
920255	NICHOLS CONSULT ING ENGINEERS	CONSULTING SERVICES	573.00
<b>622 Sewer Facilities Expansion Fund</b>			
<b>Wastewater Collection</b>			
346982	RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	6,929.09
<b>631 Marina Fund</b>			
<b>Non Departmental</b>			
346729	BO, JOHN	BERTH DEPOSIT REFUND	161.00
346822	PFAND, RICHARD	BERTH DEPOSIT REFUND	207.00
346858	TRIMMER, JOHNNY	BERTH DEPOSIT REFUND	184.00
347008	STATE BOARD OF EQUALIZAT ION	SALES TAX	444.71
<b>Marina Administration</b>			
202776	MAPCO MARKET ING	MAPS	86.03
346718	AT AND T MCI	PHONE	149.32
346725	BAY AREA NEW S GROUP	LEGAL AD	57.74
346812	PACIFIC GAS AND ELECT RIC CO	ELECTRIC	5,813.22
346968	MUNICIPAL POOLING AUT HORITY	LIABILITY PREMIUM	5,247.00
347172	XEROX CORPORATION	PRINT CARTRIDGE	248.71
<b>Marina Maintenance</b>			
346775	HENDERSON MARINE SUPPLY	DOCK SUPPLIES	807.64
346803	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	890.00
346981	REINHOLDT ENGINEERING CONST R	REPAIR SERVICE	1,866.84
920116	ICR ELECTRICAL CONT RACTORS	ELECTRICAL SERVICES	9,012.87
920130	ICR ELECTRICAL CONT RACTORS	ELECTRICAL SERVICES	303.21
920143	GRAINGER INC	SUPPLIES	91.66
920237	LEES BUILDING MAINT ENANCE	JANITORIAL SERVICES	1,355.14
<b>641 Prewett Water Park Fund</b>			
<b>Non Departmental</b>			
346719	BALDWIN, PAT	DEPOSIT REFUND	500.00
346734	CHICO, JUAN	DEPOSIT REFUND	840.00
346778	HUB INTERNATIONAL CA INSURANCE	LIABILITY INSURANCE	503.92
346802	ODESANYA, YEMI	DEPOSIT REFUND	500.00
346816	PARKER, BRITTANY	DEPOSIT REFUND	500.00

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346836	ROBINSON, CHERYL	DEPOSIT REFUND	500.00
346926	ESPINOSA, MARIA	DEPOSIT REFUND	1,000.00
346951	KENNEDY, DELORA	DEPOSIT REFUND	500.00
346967	MUNENE, GRACE	DEPOSIT REFUND	1,000.00
347016	ARONGORIN, JEFFERSON	DEPOSIT REFUND	500.00
347120	PARKER, BRITTANY	DEPOSIT REFUND	500.00
<b>Rec - Prewett Admin</b>			
920127	GRAINGER INC	SUPPLIES	388.64
<b>Recreation Aquatics</b>			
203015	AUNAGHISE, JANET	CLASS REFUND	90.00
203016	OWITI, HOLLY	CLASS REFUND	38.00
203017	ABBITT, JAELYN	CLASS REFUND	38.00
203018	RADIO SHACK	SUPPLIES	28.73
203019	STEELE, STACIE	CLASS REFUND	55.00
203020	MATHIAS, ERIN	CLASS REFUND	65.00
203023	NASH, STACEY	CLASS REFUND	48.00
346630	AMERICAN RED CROSS	SWIM LESSONS	135.00
346788	KRAMES STAYWELL LLC	RED CROSS TRAINING	4,085.38
346796	MUIR, ROXANNE	WATER AEROBIC INSTRUCTOR	70.00
346968	MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	2,273.00
347108	MUIR, ROXANNE	WATER AEROBIC INSTRUCTOR	70.00
<b>Recreation Water Park</b>			
203013	WALMART	SUPPLIES	12.41
203014	PRAXAIR DISTRIBUTION INC	OXYGEN	47.50
346628	AMERICAN LOCKER SECURITY	REPAIR SERVICES	238.89
346629	AMERICAN PLUMBING INC	PLUMBING SERVICES	187.50
346638	BANK OF AMERICA	SUPPLIES	95.99
346647	COLE SUPPLY CO INC	JANITORIAL SUPPLIES	1,760.92
346650	COMMERCIAL POOL SYSTEMS INC	SENSOR	2,242.05
346665	HILLYARD INDUSTRIES	SUPPLIES	358.17
346675	LOWES COMPANIES INC	SUPPLIES	125.76
346700	STATE OF CALIFORNIA	SLIDE INSPECTION	415.00
346706	UNIVAR USA INC	CHEMICALS	2,058.32
346718	AT AND T MCI	PHONE	94.61
346727	BIG SKY LOGOS AND EMBROIDERY	UNIFORMS	563.36
346728	BMI GENERAL LICENSING	MUSIC BROADCAST LICENSE	1,043.00
346737	COAST RADIO COMPANY INC	ADVERTISING	2,025.00
346741	COMMERCIAL POOL SYSTEMS INC	SUPPLIES	1,269.94
346766	EWING IRRIGATION PRODUCTS	IRRIGATION SERVICES	94.72
346786	KING DJ COMPANY	EVENT ENTERTAINMENT	590.00
346801	OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	150.00
346804	OFFICE MAX INC	OFFICE SUPPLIES	439.45
346810	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,758.32
346812	PACIFIC GAS AND ELECTRIC CO	GAS	28,048.94
346861	UNIVAR USA INC	CHEMICALS	726.46
346872	AMERICAN PLUMBING INC	PLUMBING SERVICES	1,190.97

Prepared by: Georgina Meek  
 Finance Accounting

9/5/2013

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 AUGUST 8 - SEPTEMBER 4, 2013  
 FUND/CHECK#

346902 COLE SUPPLY CO INC	SUPPLIES	752.77
346953 KING DJ COMPANY	EVENT ENTERTAINMENT	295.00
346968 MUNICIPAL POOLING AUTHORITY	LIABILITY PREMIUM	9,095.00
347020 BANK OF AMERICA	COUNTERFEIT BILL DETECTOR	116.02
347024 BAY AREA PARENT - 637	ADVERTISING	306.00
347035 COAST RADIO COMPANY INC	ADVERTISING	675.00
347037 COLE SUPPLY CO INC	SUPPLIES	584.62
347039 COMCAST	DMX SERVICE	53.25
347041 COMMERCIAL POOL SYSTEMS INC	SUPPLIES	17,295.15
347066 FAST SIGNS	SIGNS	499.32
347086 KELLY MOORE PAINT CO	SUPPLIES	30.74
347089 KNORR SYSTEMS INC	CARBON DIOXIDE	276.40
347100 LOWES COMPANIES INC	SUPPLIES	554.59
347115 OFFICE MAX INC	OFFICE SUPPLIES	161.51
347126 PITCHER, JUSTIN WILLIAM	EXPENSE REIMBURSEMENT	13.01
347128 PRAXAIR DISTRIBUTION INC	OXYGEN TANK REPLACEMENT	134.68
347164 UNIVAR USA INC	CHEMICALS	4,209.57
347172 XEROX CORPORATION	COPIER LEASE/USAGE	433.97
920114 GRAINGER INC	SUPPLIES	1,228.22
920127 GRAINGER INC	SUPPLIES	388.64
920143 GRAINGER INC	SUPPLIES	1,063.32
920146 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,368.30
<b>Recreation Community Center</b>		
347120 PARKER, BRITTANY	DEPOSIT REFUND	220.00
<b>Rec Prewett Concessions</b>		
203021 FOODMAXX	SUPPLIES	20.38
203022 PARTY CITY	SUPPLIES	90.99
346654 COSTCO	SUPPLIES	307.13
346674 LISTEK ENTERPRISES INC	PARTY PIZZA	899.72
346718 AT AND T MCI	PHONE	92.40
346738 COCA COLA BOTTLING CO	CONCESSION SUPPLIES	880.05
346864 US FOODSERVICE INC	CONCESSION SUPPLIES	15,701.17
346997 US FOODSERVICE INC	SUPPLIES	3,684.39
347036 COCA COLA BOTTLING CO	CONCESSION SUPPLIES	427.42
347099 LISTEK ENTERPRISES INC	PARTY PIZZA	815.18
<b>721 Employee Benefits Fund</b>		
<b>Non Departmental</b>		
346692 PERS	PAYROLL DEDUCTIONS	292,251.06
346735 CLAYTON FITNESS CENTER	PAYROLL DEDUCTIONS	35.99
346748 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
346749 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
346759 DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00
346760 DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
346781 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	942.00
346790 LINA	PAYROLL DEDUCTIONS	4,654.62
346797 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,460.16

Prepared by: Georgina Meek  
 Finance Accounting

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 AUGUST 8 - SEPTEMBER 4, 2013  
 FUND/CHECK#

346807 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,223.00
346808 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	1,187.20
346817 PARS	PAYROLL DEDUCTIONS	6,745.00
346820 PERS LONG TERM CARE	PAYROLL DEDUCTIONS	56.90
346826 PERS	PAYROLL DEDUCTIONS	297,485.92
346827 PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,062.56
346842 SOLAR SWIM AND GYM	PAYROLL DEDUCTIONS	27.00
346844 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	1,073.10
346845 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	181.00
346846 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
346847 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	214.00
346848 STATE OF FLORIDA DISBURSE UNIT	PAYROLL DEDUCTIONS	150.00
346855 TEXAS CHILD SUPPORT DISBURSE UNIT	PAYROLL DEDUCTIONS	422.77
346859 RECIPIENT	PAYROLL DEDUCTIONS	112.15
346862 US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	258.76
346868 XTREME FITNESS	PAYROLL DEDUCTIONS	104.00
346870 AFLAC	PAYROLL DEDUCTIONS	7,719.78
346889 BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	2,019.72
346918 DELTA DENTAL	PAYROLL DEDUCTIONS	26,213.07
346979 PERS	PAYROLL DEDUCTIONS	272,204.70
347044 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
347116 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	1,158.29
347121 PARS	PAYROLL DEDUCTIONS	4,718.72
347123 PERS LONG TERM CARE	PAYROLL DEDUCTIONS	56.90
347129 PERS	PAYROLL DEDUCTIONS	288,417.69
347152 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
347153 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	214.00
347157 TEXAS CHILD SUPPORT DISBURSE UNIT	PAYROLL DEDUCTIONS	422.77
347160 RECIPIENT	PAYROLL DEDUCTIONS	112.15
347166 US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	326.55
920122 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	536.75
920123 APOA	PAYROLL DEDUCTIONS	11,858.67
920133 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	37,113.91
920135 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	4,867.13
<b>752 Storm Drain Deposits Fund</b>		
<b>Non Departmental</b>		
347043 CONTRA COSTA COUNTY	DRAINAGE FEES	5,974.45
<b>755 Fire Protection Fund</b>		
<b>Non Departmental</b>		
346753 CCC FIRE PROTECTION DISTRICT	STATION REIMBURSEMENT	141,118.42



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

SUBMITTED BY: Donna Conley, City Treasurer

DATE: September 4, 2013

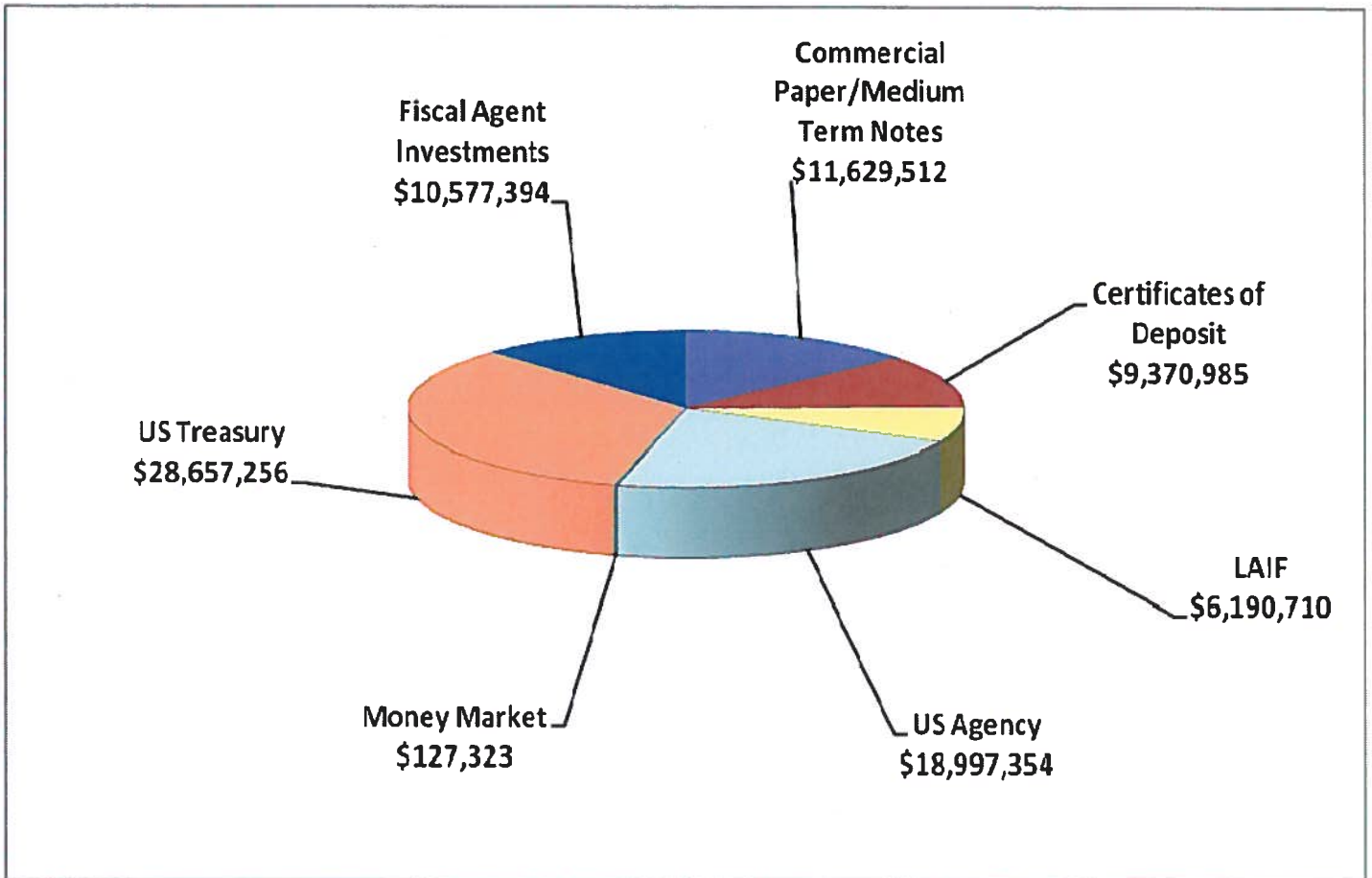
SUBJECT: Treasurer's Report – JULY 2013

RECOMMENDATION: Review and file.

9-10-2013

**CITY OF ANTIOCH  
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

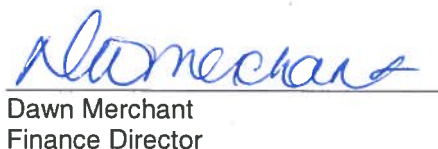
**JULY 31, 2013**



**Total of City and Fiscal Agent Investments = \$85,550,534**

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

  
Donna Conley  
Treasurer

  
Dawn Merchant  
Finance Director

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

	<u>Amount</u>
Antioch Public Financing Authority 2003 Water Revenue Bonds	649,070
Antioch Public Financing Authority 2002 Lease Revenue Bonds	285,527
Antioch Public Financing Authority 1998 Reassessment Revenue Bonds	8,980,149
Antioch Development Agency 2009 Tax Allocation Bonds	146,045
Antioch Development Agency 2000 Tax Allocation Bonds	83,029
ABAG Lease Revenue Bonds	<u>433,574</u>
	<u><u>\$10,577,394</u></u>





CITY OF ANTIOCH, CA - 04380500

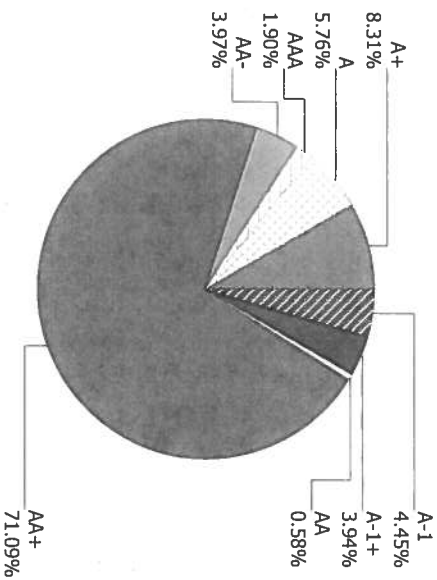
Managed Account Issuer Summary

For the Month Ending July 31, 2013

Issuer Summary

Issuer	Market Value of Holdings	Percent
APPLE INC	634,869.76	0.93
BANK OF NEW YORK	1,441,617.02	2.10
BANK OF NOVA SCOTIA	1,350,221.40	1.97
CA ST DEPT OF WATER REV BONDS	500,575.00	0.73
CATERPILLAR INC	251,987.50	0.37
CREDIT SUISSE GROUP	1,699,250.30	2.48
DEERE & COMPANY	452,724.30	0.66
FANNIE MAE	7,105,970.20	10.37
FEDERAL HOME LOAN BANKS	3,025,488.00	4.42
FREDDIE MAC	7,053,529.86	10.30
GENERAL ELECTRIC CO	2,214,600.34	3.23
IBM CORP	305,415.72	0.45
JP MORGAN CHASE & CO	2,693,128.94	3.93
MET WATER DISTRICT OF SOUTHERN CA	800,409.50	1.17
RABOBANK NEDERLAND	1,692,724.00	2.47
SKANDINAVISKA ENSKILDA BANKEN SA	1,705,457.00	2.49
STANDARD CHARTERED BANK	1,000,320.00	1.46
STATE OF CALIFORNIA	549,593.00	0.80
SVENSKA HANDELSBANKEN	1,701,004.70	2.48
TOYOTA MOTOR CORP	723,097.60	1.06
UNITED STATES TREASURY	28,648,399.60	41.84
WAL-MART STORES INC	399,940.00	0.58
WELLS FARGO & COMPANY	2,543,537.45	3.71
<b>Total</b>	<b>\$68,493,861.19</b>	<b>100.00%</b>

Credit Quality (S&P Ratings)



PFM Asset Management LLC



CITY OF ANTIOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending July 31, 2013

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bond / Note</b>												
US TREASURY NOTES	DTD 05/16/2011 1.000% 05/15/2014	9128280W5	650,000.00	AA+	Aaa	03/27/12	03/29/12	658,582.03	0.38	1,377.72	653,184.21	654,468.75
US TREASURY NOTES	DTD 09/15/2011 0.250% 09/15/2014	912828RG7	1,150,000.00	AA+	Aaa	10/12/11	10/14/11	1,140,701.17	0.53	1,085.94	1,146,409.95	1,151,123.55
US TREASURY NOTES	DTD 12/15/2011 0.250% 12/15/2014	912828RV4	1,200,000.00	AA+	Aaa	01/05/12	01/06/12	1,195,312.50	0.38	385.25	1,197,806.72	1,200,937.20
US TREASURY NOTES	DTD 02/15/2012 0.250% 02/15/2015	912828SE1	1,500,000.00	AA+	Aaa	02/22/12	02/27/12	1,492,207.03	0.43	1,729.97	1,495,946.52	1,500,468.00
US TREASURY NOTES	DTD 03/01/2010 2.375% 02/28/2015	912828MR8	1,500,000.00	AA+	Aaa	06/20/12	06/21/12	1,578,457.03	0.42	14,908.29	1,546,184.49	1,550,683.50
US TREASURY NOTES	DTD 03/01/2010 2.375% 02/28/2015	912828MR8	2,500,000.00	AA+	Aaa	04/30/12	05/01/12	2,639,453.13	0.39	24,847.15	2,578,081.28	2,584,472.50
US TREASURY NOTES	DTD 03/15/2012 0.375% 03/15/2015	912828SK7	170,000.00	AA+	Aaa	03/13/12	03/15/12	169,428.91	0.49	240.79	169,690.16	170,345.27
US TREASURY NOTES	DTD 03/15/2012 0.375% 03/15/2015	912828SK7	825,000.00	AA+	Aaa	06/27/12	06/28/12	824,355.47	0.40	1,168.56	824,614.23	826,675.58
US TREASURY NOTES	DTD 08/02/2010 1.750% 07/31/2015	912828NP1	325,000.00	AA+	Aaa	10/23/12	10/26/12	337,098.63	0.39	15.46	333,757.52	334,242.35
US TREASURY NOTES	DTD 08/02/2010 1.750% 07/31/2015	912828NP1	465,000.00	AA+	Aaa	08/22/12	08/23/12	483,418.36	0.39	22.11	477,546.47	478,223.67
US TREASURY NOTES	DTD 08/02/2010 1.750% 07/31/2015	912828NP1	3,625,000.00	AA+	Aaa	09/06/12	09/10/12	3,772,832.03	0.33	172.38	3,727,370.11	3,728,087.75
US TREASURY NOTES	DTD 11/30/2010 1.375% 11/30/2015	912828PJ3	1,735,000.00	AA+	Aaa	11/01/12	11/05/12	1,786,372.27	0.40	4,041.22	1,774,078.05	1,773,901.95
US TREASURY NOTES	DTD 11/30/2010 1.375% 11/30/2015	912828PJ3	2,550,000.00	AA+	Aaa	11/29/12	12/05/12	2,627,595.70	0.35	5,939.55	2,610,625.92	2,607,175.78
US TREASURY NOTES	DTD 05/02/2011 2.000% 04/30/2016	912828OF0	950,000.00	AA+	Aaa	03/27/13	03/28/13	997,277.34	0.38	4,801.63	992,044.66	988,000.00



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending July 31, 2013

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Par Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value	
<b>U.S. Treasury Bond / Note</b>												
US TREASURY NOTES	DTD 06/30/2009 3.250%	06/30/2016	912828KZ2	AA+	Aaa	05/10/13	05/15/13	2,200,000.00	0.41	6,217.39	2,381,005.99	2,369,125.00
US TREASURY NOTES	DTD 06/30/2009 3.250%	06/30/2016	912828KZ2	AA+	Aaa	05/22/13	05/24/13	2,950,000.00	0.44	8,336.96	3,189,348.72	3,176,781.25
US TREASURY NOTES	DTD 06/30/2009 3.250%	06/30/2016	912828KZ2	AA+	Aaa	05/24/13	05/31/13	3,300,000.00	0.53	9,326.09	3,559,560.97	3,553,687.50
<b>Security Type Sub-Total</b>								<b>27,595,000.00</b>	<b>0.41</b>	<b>84,616.46</b>	<b>28,657,255.97</b>	<b>28,648,399.60</b>
<b>Municipal Bond / Note</b>												
METRO WTR DIST AUTH, CA TXBL REV BONDS	DTD 06/28/2012 0.616%	07/01/2014	59266THP9	AAA	Aa1	06/21/12	06/28/12	575,000.00	0.62	295.17	575,000.00	575,155.25
METRO WTR DIST AUTH, CA TXBL REV BONDS	DTD 06/28/2012 0.943%	07/01/2015	59266THO7	AAA	Aa1	06/21/12	06/28/12	225,000.00	0.94	176.81	225,000.00	225,254.25
CA ST DEPT OF WATER TXBL REV BONDS	DTD 09/27/2012 0.650%	12/01/2015	13066KX87	AAA	Aa1	09/19/12	09/27/12	500,000.00	0.65	541.67	500,000.00	500,575.00
CA ST TXBL GO BONDS	DTD 03/27/2013 1.050%	02/01/2016	13063BN73	A	A1	03/13/13	03/27/13	550,000.00	0.93	1,989.17	551,635.23	549,593.00
<b>Security Type Sub-Total</b>								<b>1,850,000.00</b>	<b>0.76</b>	<b>3,002.82</b>	<b>1,851,635.23</b>	<b>1,850,577.50</b>
<b>Federal Agency Bond / Note</b>												
FNMA NOTES	DTD 07/18/2011 0.875%	08/28/2014	3135G0BY8	AA+	Aaa	09/29/11	09/30/11	575,000.00	0.66	2,110.33	576,334.09	579,257.30
FHLMC NOTES	DTD 08/12/2011 0.500%	09/19/2014	3134G2YJ5	AA+	Aaa	09/20/11	09/21/11	1,600,000.00	0.55	2,933.33	1,599,187.47	1,605,481.60
FREDDIE MAC GLOBAL NOTES	DTD 08/05/2011 0.750%	09/22/2014	3134G2WG3	AA+	Aaa	09/28/11	09/30/11	910,000.00	0.68	2,445.63	910,702.14	915,715.71





CITY OF ANTIOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending July 31, 2013

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Federal Agency Bond / Note</b>												
FREDDIE MAC GLOBAL NOTES	DTD 08/05/2011 0.7500% 09/22/2014	313462WG3	2,450,000.00	AA+	Aaa	08/30/11	08/31/11	2,462,838.00	0.58	6,584.38	2,454,817.90	2,465,388.45
FHLB NOTES	DTD 11/08/2010 0.8750% 12/12/2014	313371PC4	3,000,000.00	AA+	Aaa	01/19/12	01/19/12	3,028,170.00	0.55	3,572.92	3,013,316.94	3,025,488.00
FANNIE MAE GLOBAL NOTES	DTD 04/19/2012 0.5000% 05/27/2015	313560KM4	1,380,000.00	AA+	Aaa	04/17/12	04/19/12	1,376,011.80	0.59	1,226.67	1,377,650.69	1,383,670.80
FNMA NOTES (CALLABLE)	DTD 08/07/2012 0.5000% 08/07/2015	313560NG4	3,400,000.00	AA+	Aaa	08/02/12	08/07/12	3,399,660.00	0.50	8,216.67	3,399,770.91	3,398,368.00
FREDDIE MAC GLOBAL NOTES	DTD 07/11/2012 0.5000% 08/28/2015	313463ZA1	1,825,000.00	AA+	Aaa	07/30/12	07/31/12	1,827,129.78	0.46	3,827.43	1,826,440.67	1,827,801.38
FANNIE MAE GLOBAL NOTES	DTD 11/16/2012 0.3750% 12/21/2015	313560SB0	950,000.00	AA+	Aaa	11/14/12	11/16/12	947,786.50	0.45	395.83	948,289.83	946,274.10
FANNIE MAE GLOBAL NOTES	DTD 02/15/2013 0.5000% 03/30/2016	313560VA8	800,000.00	AA+	Aaa	02/14/13	02/15/13	799,088.00	0.54	1,344.44	799,221.22	798,400.00
FREDDIE MAC GLOBAL NOTES	DTD 03/07/2013 0.5000% 05/13/2016	3137EAD09	240,000.00	AA+	Aaa	03/06/13	03/07/13	239,985.60	0.50	260.00	239,987.25	239,142.72
<b>Security Type Sub-Total</b>			<b>17,130,000.00</b>					<b>17,168,941.36</b>	<b>0.54</b>	<b>32,917.63</b>	<b>17,145,719.11</b>	<b>17,184,988.06</b>
<b>Corporate Note</b>												
JP MORGAN CHASE & CO NOTES	DTD 05/18/2009 4.6500% 06/01/2014	46625HHN3	1,010,000.00	A	A2	12/19/11	12/22/11	1,062,853.30	2.43	7,827.50	1,028,380.37	1,043,808.74
GENERAL ELEC CAP CORP GLOBAL NOTES	DTD 01/09/2012 2.1500% 01/09/2015	36962G5M2	865,000.00	AA+	A1	05/23/12	05/29/12	874,419.85	1.72	1,136.51	870,246.05	883,048.23
IBM CORP GLOBAL NOTES	DTD 02/06/2012 0.5500% 02/06/2015	459200HB0	305,000.00	AA-	Aa3	02/01/12	02/06/12	303,508.55	0.72	815.45	304,243.39	305,415.72
BANK OF NEW YORK MELLON (CALLABLE) NOTES	DTD 02/21/2012 1.2000% 02/20/2015	06406HCC1	375,000.00	A+	Aa3	02/13/12	02/21/12	374,658.75	1.23	2,012.50	374,821.64	377,995.13



PFM Asset Management LLC



CITY OF ANTIPOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending July 31, 2013

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>												
CATERPILLAR FIN CORP NOTES	DTD 05/30/2012 1.100% 05/29/2015	14912L5D9	250,000.00	A	A2	05/22/12	05/30/12	249,920.00	1.11	473.61	249,950.90	251,987.50
JOHN DEERE CAPITAL CORP GLOBAL NOTES	DTD 06/29/2012 0.950% 06/29/2015	24422ERS0	450,000.00	A	A2	06/26/12	06/29/12	449,878.50	0.96	380.00	449,922.20	452,724.30
WELLS FARGO & COMPANY	DTD 06/27/2012 1.500% 07/01/2015	94974BFE5	750,000.00	A+	A2	03/26/13	03/28/13	762,978.08	0.73	937.50	761,029.66	759,351.75
WELLS FARGO & COMPANY	DTD 06/27/2012 1.500% 07/01/2015	94974BFE5	750,000.00	A+	A2	03/27/13	03/28/13	762,757.50	0.74	937.50	760,842.50	759,351.75
JPMORGAN CHASE & CO GLOBAL NOTES	DTD 10/18/2012 1.100% 10/15/2015	46623EIR1	1,650,000.00	A	A2	10/15/12	10/18/12	1,649,323.50	1.11	5,344.17	1,649,498.86	1,649,320.20
BANK OF NEW YORK MELLON (CALLABLE)	DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	425,000.00	A+	Aa3	10/18/12	10/25/12	424,562.25	0.73	809.86	424,673.43	424,450.05
BANK OF NEW YORK MELLON (CALLABLE)	DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	640,000.00	A+	Aa3	12/17/12	12/20/12	638,067.20	0.81	1,219.56	638,481.89	639,171.84
WAL-MART STORES INC GLOBAL NOTES	DTD 04/11/2013 0.600% 04/11/2016	931142DE0	400,000.00	AA	Aa2	04/04/13	04/11/13	399,716.00	0.62	733.33	399,744.70	399,940.00
APPLE INC GLOBAL NOTES	DTD 05/03/2013 0.450% 05/03/2016	037833AH3	640,000.00	AA+	Aa1	04/30/13	05/03/13	638,841.60	0.51	704.00	638,935.39	634,869.76
TOYOTA MOTOR CREDIT CORP	DTD 05/17/2013 0.800% 05/17/2016	89236TAL9	725,000.00	AA-	Aa3	05/14/13	05/17/13	724,702.75	0.81	1,192.22	724,722.91	723,097.60
GENERAL ELEC CAP CORP (FLOATING)	DTD 07/12/2013 0.919% 07/12/2016	36962G7A6	1,330,000.00	AA+	A1	07/09/13	07/12/13	1,330,000.00	0.93	679.11	1,330,000.00	1,331,552.11
WELLS FARGO & COMPANY	DTD 07/29/2013 1.250% 07/20/2016	94974BFL9	1,025,000.00	A+	A2	07/22/13	07/29/13	1,024,016.00	1.28	71.18	1,024,017.79	1,024,833.95
<b>Security Type Sub-Total</b>			<b>11,590,000.00</b>					<b>11,670,203.83</b>	<b>1.11</b>	<b>25,274.00</b>	<b>11,629,511.68</b>	<b>11,660,918.63</b>

Certificate of Deposit



PFM Asset Management LLC



CITY OF ANTIOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending July 31, 2013

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Certificate of Deposit</b>												
STANDARD CHARTERED BK NY LT CD (FLOAT)	03/18/2013 0.351% 03/18/2014	85325BVS0	1,000,000.00	A-1+	P-1	03/18/13	03/18/13	1,000,000.00	0.37	136.32	1,000,000.00	1,000,320.00
SVENSKA HANDELSBANKEN NY FLOATING LT CD	04/05/2013 0.451% 10/06/2014	86958CVF8	1,700,000.00	A-1+	P-1	04/03/13	04/05/13	1,699,741.11	0.48	532.79	1,699,760.44	1,701,004.70
CREDIT SUISSE NEW YORK CERT DEPOS (FLOAT)	07/15/2013 0.668% 01/15/2015	22549TDK1	1,700,000.00	A-1	P-1	07/11/13	07/15/13	1,700,000.00	0.68	536.34	1,700,000.00	1,699,250.30
BANK OF NOVA SCOTIA HOUS CERT DEPOS (FLT)	03/06/2013 0.500% 03/06/2015	06417FPL8	1,350,000.00	A-1	P-1	03/04/13	03/06/13	1,350,000.00	0.59	1,078.50	1,350,000.00	1,350,221.40
SKANDINAVISKA ENSKILDA NY CERT DEPOS/FLT	04/16/2013 0.643% 04/16/2015	83051HJH0	1,700,000.00	A+	A1	04/11/13	04/16/13	1,700,000.00	0.66	485.52	1,700,000.00	1,705,457.00
RABOBANK NEDERLAND NV NY CD	04/29/2013 0.600% 04/29/2015	21684BEP5	1,700,000.00	AA-	A2	04/25/13	04/29/13	1,700,000.00	0.61	2,663.33	1,700,000.00	1,692,724.00
<b>Security Type Sub-Total</b>			<b>9,150,000.00</b>					<b>9,149,741.11</b>	<b>0.58</b>	<b>5,432.80</b>	<b>9,149,760.44</b>	<b>9,148,977.40</b>
<b>Managed Account Sub-Total</b>			<b>67,315,000.00</b>					<b>68,717,409.16</b>	<b>0.60</b>	<b>151,243.71</b>	<b>68,433,882.43</b>	<b>68,493,861.19</b>
<b>Securities Sub-Total</b>			<b>\$67,315,000.00</b>					<b>\$68,717,409.16</b>	<b>0.60%</b>	<b>\$151,243.71</b>	<b>\$68,433,882.43</b>	<b>\$68,493,861.19</b>
<b>Accrued Interest</b>												<b>\$151,243.71</b>
<b>Total Investments</b>												<b>\$68,645,104.90</b>



PFM Asset Management LLC



CITY OF ANTIOCH, CA - 04380500

Managed Account Security Transactions & Interest

For the Month Ending July 31, 201

Transaction Type	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
BUY	07/09/13	GENERAL ELEC CAP CORP (FLOATING)	36962G7A6	1,330,000.00	(1,330,000.00)	0.00	(1,330,000.00)			
		DTD 07/12/2013 0.919% 07/12/2016								
	07/11/13	CREDIT SUISSE NEW YORK CERT	22549TDK1	1,700,000.00	(1,700,000.00)	0.00	(1,700,000.00)			
		DEPOS (FLOAT								
		DTD 07/15/2013 0.668% 01/15/2015								
	07/22/13	WELLS FARGO & COMPANY	94974BFL9	1,025,000.00	(1,024,016.00)	0.00	(1,024,016.00)			
		DTD 07/29/2013 1.250% 07/20/2016								
<b>Transaction Type Sub-Total</b>					<b>4,055,000.00</b>	<b>(4,054,016.00)</b>	<b>0.00</b>	<b>(4,054,016.00)</b>		
<b>INTEREST</b>										
	07/01/13	WELLS FARGO & COMPANY	94974BFE5	750,000.00	0.00	5,625.00	5,625.00			
		DTD 06/27/2012 1.500% 07/01/2015								
	07/01/13	MONEY MARKET FUND	MONEY0002	0.00	0.00	0.90	0.90			
	07/01/13	WELLS FARGO & COMPANY	94974BFE5	750,000.00	0.00	5,625.00	5,625.00			
		DTD 06/27/2012 1.500% 07/01/2015								
	07/01/13	METRO WTR DIST AUTH, CA TXBL REV BONDS	59266THP9	575,000.00	0.00	1,771.00	1,771.00			
		DTD 06/28/2012 0.616% 07/01/2014								
	07/01/13	METRO WTR DIST AUTH, CA TXBL REV BONDS	59266THO7	225,000.00	0.00	1,060.88	1,060.88			
		DTD 06/28/2012 0.943% 07/01/2015								
	07/08/13	SVENSKA HANDELSBANKEN NY FLOATING LT CD	86958CVF8	1,700,000.00	0.00	2,046.77	2,046.77			
		DTD 04/05/2013 0.451% 10/06/2014								
	07/09/13	GENERAL ELEC CAP CORP GLOBAL NOTES	36962G5M2	1,115,000.00	0.00	11,986.25	11,986.25			
		DTD 01/09/2012 2.150% 01/09/2015								
	07/09/13	GENERAL ELEC CAP CORP GLOBAL NOTES	36962G5M2	1,050,000.00	0.00	11,287.50	11,287.50			
		DTD 01/09/2012 2.150% 01/09/2015								
	07/16/13	SKANDINAVISKA ENSKILDA NY CERT DEPOS/FLT	83051HJH0	1,700,000.00	0.00	2,802.22	2,802.22			
		DTD 04/16/2013 0.643% 04/16/2015								



PFM Asset Management LLC



CITY OF ANTIPOCH, CA - 04380500

Managed Account Security Transactions & Interest

For the Month Ending July 31, 2015

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST	07/18/13	07/18/13	STANDARD CHARTERED BK NY LT CD (FLOAT)	85325BVS0	1,000,000.00	0.00	293.75	293.75			
			DTD 03/18/2013 0.351% 03/18/2014								
	07/22/13	07/22/13	MONEY MARKET FUND	MONEY0002	0.00	0.00	0.83	0.83			
	07/31/13	07/31/13	US TREASURY NOTES	912828NP1	455,000.00	0.00	4,068.75	4,068.75			
	07/31/13	07/31/13	DTD 08/02/2010 1.750% 07/31/2015								
	07/31/13	07/31/13	US TREASURY NOTES	912828NP1	3,625,000.00	0.00	31,718.75	31,718.75			
	07/31/13	07/31/13	DTD 08/02/2010 1.750% 07/31/2015								
	07/31/13	07/31/13	US TREASURY NOTES	912828NP1	325,000.00	0.00	2,843.75	2,843.75			
			DTD 08/02/2010 1.750% 07/31/2015								
<b>Transaction Type Sub-Total</b>					<b>13,280,000.00</b>	<b>0.00</b>	<b>81,131.35</b>	<b>81,131.35</b>			

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
SELL	07/09/13	07/12/13	GENERAL ELEC CAP CORP GLOBAL NOTES	36962G5M2	1,115,000.00	1,136,575.25	199.77	1,136,775.02	22,734.85	22,161.26	SPEC LOT
			DTD 01/09/2012 2.150% 01/09/2015								
	07/09/13	07/12/13	GENERAL ELEC CAP CORP GLOBAL NOTES	36962G5M2	185,000.00	188,579.75	33.15	188,612.90	1,565.10	2,416.98	SPEC LOT
			DTD 01/09/2012 2.150% 01/09/2015								
	07/12/13	07/15/13	BERKSHIRE HATHAWAY INC (FLOATING) NOTES	084670BAS	850,000.00	856,256.00	1,404.41	857,660.41	6,256.00	6,256.00	SPEC LOT
			DTD 08/15/2011 0.975% 08/15/2014								
	07/12/13	07/15/13	PROCTER & GAMBLE CO CORP NOTES	742718DU0	500,000.00	501,885.00	1,458.33	503,343.33	3,940.00	2,632.94	SPEC LOT
			DTD 08/15/2011 0.700% 08/15/2014								
	07/23/13	07/29/13	US TREASURY NOTES	912828P13	1,000,000.00	1,022,070.31	2,216.53	1,024,286.84	(7,539.06)	(531.93)	SPEC LOT
			DTD 11/30/2010 1.375% 11/30/2015								
<b>Transaction Type Sub-Total</b>					<b>3,650,000.00</b>	<b>3,705,366.31</b>	<b>5,312.19</b>	<b>3,710,678.50</b>	<b>26,956.89</b>	<b>32,935.25</b>	
<b>Managed Account Sub-Total</b>						<b>(348,649.69)</b>	<b>86,443.54</b>	<b>(262,206.15)</b>	<b>26,956.89</b>	<b>32,935.25</b>	
<b>Total Security Transactions</b>						<b>(\$348,649.69)</b>	<b>\$86,443.54</b>	<b>(\$262,206.15)</b>	<b>\$26,956.89</b>	<b>\$32,935.25</b>	



**STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE MEETING OF SEPTEMBER 10, 2013**

**Prepared by:** Victor Carniglia, City Consultant 

**Approved by:** Jim Jakel, City Manager 

**Date:** August 29, 2013

**Subject:** Updates to Previously Adopted City Council Resolutions Directing Staff to Submit Revised Reorganization Applications for Northeast Antioch to Include Detachment from County Community Service Areas (CSA's) L-100 and CSA P-6 for Annexation Areas 1 and 2b, and Detachment from CSA P-6 for Annexation Area 2a. All Three Areas are Located in Northeast Antioch.

**RECOMMENDATION**

Staff recommends that the City Council adopt the Resolutions directing staff to submit revised Reorganization Applications for Northeast Antioch to include detachment from County Community Service Areas (CSA's) L-100 and CSA P-6 for Annexation Areas 1 and 2b, and detachments from CSA P-6 for Annexation Area 2a. All three areas are located in Northeast Antioch.

**BACKGROUND / ANALYSIS:**

When City Council directed staff to submit to LAFCO reorganization applications to annex Areas 1, 2a, and 2b to the City and to the Delta Diablo Sanitation District (DDSD), neither City nor LAFCO staff were aware at the time that Areas 1, 2a, and 2b were in existing Community Service Areas (CSA's) under the County. It was subsequently determined by LAFCO staff that Areas 1 and 2b were within CSA L-100, which is a County landscape lightening district, and CSA P-6, which is a public safety services district. Area 2a is within CSA P-6, but not CSA L-100. While such County districts have no force and effect once an area is annexed to the City, nevertheless LAFCO staff determined it was necessary for the City to modify the Council resolutions in order to explicitly call for detachment from the existing County CSA's.

**FISCAL ANALYSIS**

There is no fiscal impact to the City in requesting detachment from County service districts as part of the annexation process. Property owner and residents in the three annexation areas will have their taxes reduced by the amount of the levies they are currently paying under these two County CSA's once annexation to the City occurs.

## **OPTIONS**

City Council could choose not to modify the Resolutions initiating annexation. Depending on the position of LAFCO, such an action could delay the annexation process.

## **ATTACHMENTS**

None.

**RESOLUTION NO. 2013/\*\***

**RESOLUTION OF APPLICATION OF THE ANTIOCH CITY COUNCIL INITIATING PROCEEDINGS FOR THE REORGANIZATION OF NORTHEAST ANTIOCH AREA 1 TO THE CITY OF ANTIOCH AND THE DELTA DIABLO SANITATION DISTRICT (DDSD), AND DETACHMENT OF AREA 1 FROM COUNTY SERVICE AREA (CSA) P-6 AND CSA L-100. AREA 1 CONSISTS OF APPROXIMATELY 481 ACRES LOCATED GENERALLY NORTH OF THE BURLINGTON NORTHERN RAILROAD, WEST OF AREA 2A, EAST OF THE EXISTING ANTIOCH CITY LIMITS, AND SOUTH OF THE SAN JOAQUIN RIVER**

**WHEREAS**, the City Council in June 2007 adopted a resolution initiating the reorganization of Area 1 to the City of Antioch and DDSD, and

**WHEREAS**, LAFCO staff subsequently determined an amended resolution was necessary for Area 1 to explicitly include detachments for County Service Areas L-100 and P-6, and

**WHEREAS**, the City desires to initiate a proceeding for the reorganization of boundaries specified herein, and delegate to City staff the authority to file such applications.

**NOW, THEREFORE**, the City of Antioch City Council does hereby resolve and order as follows:

1. This proposal is made, and it is requested that proceedings be taken, pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code.
2. This proposal is a Reorganization and consists of the following changes of organization:
  - a. The Reorganization of Area 1 consisting of approximately 481 acres to the City of Antioch and DDSD, including Detachments from CSA P-6 and L-100.
3. A map depicting the locations of the affected territories, Area 1 is set forth in Exhibit A, attached hereto and by reference incorporated herein.
4. The primary reasons for the proposed Reorganization is, 1) to enhance the economic development potential of the area being Reorganized through the availability of needed City Services, including the ability to hook development up to the City's water treatment system, the City's sewer collection system, and DDSD's waste water treatment facilities, 2) to address the infrastructure needs of existing development in the area, and 3) to increase the total tax base of the City.

**RESOLUTION NO. 2013/\*\***

September 10, 2013

Page 2

5. While the City is not requesting that the proposed Reorganization for Area 1 be subject to any specific terms and conditions, the City is requesting that LAFCO, as a procedural matter, consider and take action on the City's separate Reorganization Applications for Annexation Areas 1 and 2b concurrently, and that if approved, that LAFCO staff be directed to record the two Reorganizations concurrently.

6. The proposed reorganization is consistent with both the Sphere of Influence and Urban Limit Line of the City of Antioch, and the Sphere of Influence of the Delta Diablo Sanitation District.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of September, 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

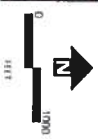
# EXHIBIT A



Source: Google Earth, 2009

Project Location

Figure



**RESOLUTION NO. 2013/\*\***

**RESOLUTION OF APPLICATION OF THE ANTIOCH CITY COUNCIL INITIATING PROCEEDINGS FOR THE REORGANIZATION OF NORTHEAST ANTIOCH AREAS 2A AND 2B TO THE CITY OF ANTIOCH AND THE DELTA DIABLO SANITATION DISTRICT (DDSD), AND DETACHMENT OF AREA 2A FROM COUNTY SERVICE AREA (CSA) P-6, AND THE DETACHMENT OF AREA 2B FROM CSA P-6 AND CSA L-100. AREA 2A CONSISTS OF APPROXIMATELY 94 ACRES LOCATED NORTH OF WILBUR AVENUE IMMEDIATELY WEST OF STATE ROUTE 160, AND 2B CONSISTS OF APPROXIMATELY 103 ACRES LOCATED IN THE VICINITY OF VIERA AVENUE NORTH OF EAST 18<sup>TH</sup> STREET**

**WHEREAS**, the City Council on June 12, 2012 adopted a resolution initiating the reorganization of Areas 2a and 2b to the City of Antioch and the Delta Diablo Sanitation District (DDSD), and

**WHEREAS**, the City Council Resolution of June 12, 2012 initiating Reorganization of Areas 2a and 2b was in response to a letter from LAFCO dated May 11, 2012 recommending that the City submit Reorganization applications for Areas 2a and 2b in addition to the Reorganization application previously submitted by the City for Area 1, and

**WHEREAS**, LAFCO staff subsequently determined an amended resolution was necessary for the City's Reorganization applications for Areas 2a and 2b to explicitly include detachments for County Service Areas L-100 and P-6, and

**WHEREAS**, the City desires to initiate a proceeding for the reorganization of boundaries specified herein, and delegate to City staff the authority to file such applications.

**NOW, THEREFORE**, the City of Antioch City Council does hereby resolve and order as follows:

1. This proposal is made, and it is requested that proceedings be taken, pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code.

2. This proposal is a reorganization and consists of the following changes of organization:

a. The Reorganization of Area 2a consisting of approximately 94 acres to the City of Antioch and DDSD, including Detachment of Area 2a from CSA P-6.

b. The Reorganization of Area 2b consisting of approximately 103 acres to

**RESOLUTION NO. 2013/\*\***

September 10, 2013

Page 2

the City of Antioch and DDSD, including the Detachment of Area 2b from CSA P-6 and L-100

3. A map depicting the locations of the affected territories, Areas 2a and 2b is set forth in Exhibit A, attached hereto and by reference incorporated herein.

4. The primary reasons for the proposal are 1) to enhance the economic development potential of the areas being annexed through the provision of needed City Services, including water and sewer, and 2) to address the needs of existing development in the area, in particular the existing residential community in Area 2b, by providing access to sewer and water to properties that currently rely on aging and in some cases substandard well and septic systems,

5. While the City is not requesting that the proposed Reorganization for Area 1 be subject to any specific terms and conditions, the City is requesting that LAFCO, as a procedural matter, consider and take action on the City's separate Reorganization Applications for Annexation Areas 1 and 2b concurrently, and that if approved, that LAFCO staff be directed to record the two Reorganizations concurrently.

6. The proposal is consistent with the Sphere of Influence and Urban Limit Line of the City of Antioch, and the Sphere of Influence of DDSD.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of September, 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

# EXHIBIT A



Project Location

Figure



**STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE MEETING OF SEPTEMBER 10, 2013**

**Prepared by:** Ken Warren, Assistant Engineer *kw*  
**Approved by:** Ron Bernal, Public Works Director/City Engineer *REB*  
**Date:** August 26, 2013  
**Subject:** Resolution Approving a Street Name Change for Sunset Drive, East of Hillcrest Avenue, to Slatten Ranch Road

**RECOMMENDATION**

It is recommended that the City Council adopt the attached resolution approving the requested street name change for Sunset Drive, east of Hillcrest Avenue, to Slatten Ranch Road.

**BACKGROUND INFORMATION**

Sunset Drive is located east of Hillcrest Avenue and currently extends from Bryan Avenue near 'A' Street approximately one and one quarter miles to approximately 800 feet east of Hillcrest Avenue. Slatten Ranch Road is shown on the 2003 General Plan as a major collector road from Hillcrest Avenue to Laurel Road. From Laurel Road to Lone Tree Way, it is shown as an arterial roadway named Slatten Ranch Road. The existing portion of Sunset Drive east of Hillcrest Avenue proposed to be renamed Slatten Ranch Road is shown as Attachment "A".

When the Slatten Ranch Commercial Center was proposed for development in the early 2000's, the extension of Sunset Lane to Lone Tree Way was proposed to be named Slatten Ranch Road. During the subdivision of this area, the Planning Commission approved the name Slatten Ranch Road for this section of roadway with the understanding that the balance of the road, both existing and future would have the same name. Although the west end of this proposed road at Hillcrest Avenue already had a short section named Sunset Drive, the intention has been to change this to Slatten Ranch Road to create a continuous street between two of Antioch's primary arterial streets.

With the new eBART station and the need to establish an address for this project as well as the street name signage for the Highway 4 widening and Hillcrest Avenue interchange improvements, now is the appropriate time to make this name change official to eliminate the high cost of making such a change in the future.

The Planning Commission considered this application on August 21, 2013 and recommended that the City Council approve the request per Resolution 2013-11. An existing house located at 1072 Sunset Drive has been removed for construction of new on-

and off-ramps from the State Route 4 (SR4) Segment 3B (Hillcrest Avenue) Widening Project to the new eBART station and parking lot currently under construction. The Tri-Delta Transit Park and Ride lot located at the southeast corner of Hillcrest Avenue and Sunset Drive will be similarly relocated. Approval of this name change will not affect the street address of any existing business or property on Sunset Drive.

As part of SR4 and eBART construction activities, Slatten Ranch Road improvements will be extended from Hillcrest Avenue east across the eBART parking lot, where they will terminate approximately 1,800 feet east of the existing cul-de-sac bulb terminus of Sunset Drive into a private road that will serve the eBART service yard. As development proceeds to the east the street will continue to be extended up to the ultimate plan of having it connect to the existing portion of the street which terminates just north of Wicklow Way. SR4 highway signage will identify the new roadway improvements as Slatten Ranch Road.

According to Government Code §34091.1 the City Council must adopt a resolution when approving street name changes. A public hearing is not required at the meeting. Should the Council approve the resolution, Government Code §34092 requires that the City Clerk forward a copy of the resolution to the Board of Supervisors.

By approval of the attached resolution, the street name of Sunset Drive east of Hillcrest Avenue will be changed to Slatten Ranch Road.

**FINANCIAL IMPACT**

Staff time to prepare this report will be paid for by Measure J Funds.

**OPTIONS**

None considered.

**ATTACHMENTS**

A: Vicinity Map

**RESOLUTION NO. 2013/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
THE STREET NAME CHANGE OF SUNSET DRIVE EAST OF HILLCREST AVENUE  
TO SLATTEN RANCH ROAD**

**WHEREAS**, the City Council has been provided a request from City staff to change the street name of Sunset Drive, east of Hillcrest Avenue, to Slatten Ranch Road; and

**WHEREAS**, on August 21, 2013, the Planning Commission held a public hearing wherein it received and considered evidence, both oral and documentary; and

**WHEREAS**, the Planning Commission recommended that the City Council approve the request (Resolution 2013-11); and

**WHEREAS**, on September 10, 2013 the City Council considered this application and received and considered evidence, both oral and documentary;

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Antioch does hereby approve the request to change the street name of Sunset Drive east of Hillcrest Avenue to Slatten Ranch Road.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of September, 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

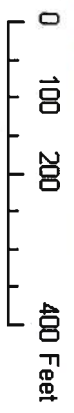
---

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



# ATTACHMENT "A"



Proposed Street Name Change: Slatten Ranch Road



**STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE MEETING OF SEPTEMBER 10, 2013**

**Prepared by:**  Mike Bechtholdt, Deputy Public Works Director  
**Approved by:** Ron Bernal, Public Works Director/City Engineer   
**Date:** August 16, 2013  
**Subject:** Approval of Purchase Order for Water Distribution and Service Materials

**RECOMMENDATION**

It is recommended that City Council authorize the City Manager to execute contracts for the Water Distribution and Service Materials, Bid No. 658-0613-13F to each of the responding bidders: Roberts & Brune Company for \$300,000 and PACE Supply Corporation for \$125,000 for a period of three years with the option to extend this contract an additional two years.

**BACKGROUND**

The Warehouse & Central Stores operation is responsible for the procurement, storage and distribution of stock and non-stock items used by the City's various departments and is the receiving and distribution point for all supplies purchased. The majority of operations for the Warehouse are accounted for in the Enterprise Funds.

The Public Works Department distributed the request for quotations to vendors on June 13, 2013. The bid closed on July 9, 2013. Two qualifying bids were received from Roberts & Brune, Company of Antioch, CA and PACE Supply of Stockton, CA; (bid tabulation attached). Due to the closeness of the bids and the volume of inventory we use on a regular basis, staff is requesting approval to enter into agreements with both vendors. This approach will allow the City maximum flexibility to choose the supplier that offers the best parts at the lowest cost for each job or project.

This is an annual purchase order to maintain inventory in support of daily operations in the Water division of Public Works.

**FISCAL IMPACTS**

Beginning in FY2013/14 \$425,000 has been allocated in the Central Stores Inventory Account 6110000 14000. This contract is effective for a period of three years; Council would approve subsequent fiscal years of the contract from the same accounts.

**OPTIONS**

None recommended at this time.

**ATTACHMENT**

Bid tabulation.



2-A	100	Ea	\$43.00	\$4,300.00	\$43.65	\$4,365.00
2-B	100	Ea	\$22.00	\$2,200.00	\$22.75	\$2,275.00
2-C	100	Ea	\$10.75	\$1,075.00	\$10.40	\$1,040.00
2-D	100	Ea	\$8.75	\$875.00	\$9.45	\$845.00
2-E	200	Ea	\$17.55	\$3,510.00	\$16.85	\$3,370.00
2-F	100	Ea	\$22.05	\$2,205.00	\$21.17	\$2,117.00
2-G	1,000	Ea	\$12.65	\$12,650.00	\$12.13	\$12,130.00
2-H	200	Ea	\$18.50	\$3,700.00	\$17.76	\$3,552.00
				<u>\$30,515.00</u>		<u>\$29,694.00</u>
						\$0.00

3-A	100	Ea	\$1.75	\$175.00	\$1.83	\$183.00
3-B	100	Ea	\$5.00	\$500.00	\$4.71	\$471.00
3-C	100	Ea	\$14.50	\$1,450.00	\$13.57	\$1,357.00
3-D	100	Ea	\$2.30	\$230.00	\$2.37	\$237.00
3-E	100	Ea	\$5.90	\$590.00	\$5.48	\$548.00
3-F	100	Ea	\$18.00	\$1,800.00	\$17.03	\$1,703.00
3-G	100	Ea	\$6.55	\$655.00	\$6.18	\$618.00
3-H	100	Ea	\$8.35	\$835.00	\$7.86	\$786.00
3-I	100	Ea	\$50.45	\$5,045.00	\$47.64	\$4,764.00
3-J	100	Ea	\$4.75	\$475.00	\$4.45	\$445.00
3-K	100	Ea	\$8.45	\$845.00	\$7.94	\$794.00
3-L	100	Ea	\$23.75	\$2,375.00	\$22.39	\$2,239.00
3-M	100	Ea	\$1.15	\$115.00	\$1.08	\$108.00
3-N	100	Ea	\$2.45	\$245.00	\$2.28	\$228.00
3-O	50	Ea	\$8.35	\$417.50	\$7.86	\$393.00
3-P	100	Ea	\$16.25	\$1,625.00	\$8.66	\$866.00
3-Q	100	Ea	\$14.30	\$1,430.00	\$16.22	\$1,622.00
3-R	50	Ea	\$61.00	\$3,050.00	\$63.98	\$3,199.00
3-S	100	Ea	\$1.15	\$115.00	\$1.17	\$117.00
3-T	100	Ea	\$2.75	\$275.00	\$2.86	\$286.00
3-U	100	Ea	\$13.05	\$1,305.00	\$12.30	\$1,230.00
3-V	50	Ea	\$2.05	\$102.50	\$2.14	\$107.00
3-W	50	Ea	\$7.00	\$350.00	\$6.61	\$330.50
3-X	100	Ea	\$23.00	\$2,300.00	\$21.73	\$2,173.00
3-Y	300	Ft	\$4.15	\$1,245.00	\$3.38	\$1,014.00
3-Z	500	Ft	\$5.55	\$2,775.00	\$4.51	\$2,255.00
3-AA	500	Ft	\$13.60	\$6,800.00	\$11.04	\$5,520.00
3-BB	8,000	Ft	\$5.30	\$42,400.00	\$3.81	\$30,480.00
3-CC	50	Rl	\$40.00	\$2,000.00	\$18.95	\$947.50
3-DD	50	Bt	\$7.00	\$350.00	\$3.09	\$154.50
3-EE	144	Ea	\$0.20	\$28.80	\$0.23	\$33.12
3-FF	50	Ea	\$37.45	\$1,872.50	\$39.95	\$1,997.50





6-X	50	Ea	\$6.50	\$325.00	\$6.71	\$335.50
6-Y	50	Ea	\$10.75	\$537.50	\$11.45	\$572.50
6-Z	10	Ea	\$19.00	\$190.00	\$19.12	\$191.20
6-AA	10	Ea	\$23.40	\$234.00	\$24.87	\$248.70
6-BB	20	Ea	\$40.00	\$800.00	\$41.12	\$822.40
6-CC	20	Ea	\$7.20	\$144.00	\$7.64	\$152.80
6-DD	50	Ea	\$11.70	\$585.00	\$12.44	\$622.00
6-EE	20	Ea	\$37.75	\$755.00	\$40.14	\$802.80
6-FF	25	EA	\$16.20	\$405.00	\$17.22	\$430.50
6-GG	144	Rl	\$1.00	\$144.00	\$0.36	\$51.84
6-HH	24	Cn	\$9.85	\$236.40	\$7.80	\$187.20
6-II	50	Ea	\$44.20	\$2,210.00	\$35.40	\$1,770.00
6-JJ	50	Ea	\$24.50	\$1,225.00	\$23.19	\$1,159.50
6-KK	25	Ea	\$30.00	\$750.00	\$31.15	\$778.75
6-LL	25	30	\$30.00	\$750.00	\$33.68	\$842.00
				\$46,767.15		\$42,029.44
						\$0.00

7-A	100	Ea	\$65.00	\$6,500.00	\$63.05	\$6,305.00
7-B	200	Ea	\$48.75	\$9,750.00	\$35.54	\$7,108.00
7-C	20	Ea	\$171.00	\$3,420.00	\$167.00	\$3,340.00
7-D	25	Ea	\$22.50	\$562.50	\$22.25	\$556.25
7-E	100	Ea	\$48.15	\$4,815.00	\$33.70	\$3,370.00
7-F	200	Ea	\$41.50	\$8,300.00	\$40.45	\$8,090.00
7-G	50	Ea	\$42.25	\$2,112.50	\$41.20	\$2,060.00
				\$35,460.00		\$30,829.25
						\$0.00

8-A	20	Ea	\$42.60	\$852.00	\$30.85	\$617.00
8-B	20	Ea	\$55.20	\$1,104.00	\$39.03	\$780.60
8-C	20	Ea	\$113.95	\$2,279.00	\$82.68	\$1,653.60
8-D	20	Ea	\$30.00	\$600.00	\$15.10	\$302.00
8-E	20	Ea	\$37.50	\$750.00	\$19.28	\$385.60
8-F	20	Ea	\$146.60	\$2,932.00	\$80.78	\$1,615.60
				\$8,517.00		\$5,354.40
						\$0.00

9-A	2,000	Ft	\$3.40	\$6,800.00	\$2.02	\$4,040.00
9-B	30	Ea	\$4.75	\$142.50	\$4.36	\$130.80
9-C	30	Ea	\$6.25	\$187.50	\$5.73	\$171.90
9-D	30	Ea	\$8.45	\$253.50	\$7.76	\$232.80
9-E	50	Ea	\$13.15	\$657.50	\$12.07	\$603.50
9-F	30	Ea	\$9.05	\$271.50	\$8.32	\$249.60
9-G	50	Ea	\$8.40	\$420.00	\$7.73	\$386.50
9-H	50	Ea	\$19.85	\$992.50	\$18.27	\$913.50
9-I	100	Ea	\$3.70	\$370.00	\$3.71	\$371.00
						\$0.00

9-J	50	Ea	\$4.00	\$200.00	\$4.01	\$200.50
9-K	200	Ea	\$3.70	\$740.00	\$4.01	\$802.00
9-L	50	Ea	\$39.00	\$1,950.00	\$28.93	\$1,446.50
9-M	50	Ea	\$30.00	\$1,500.00	\$17.00	\$850.00
9-N	50	Ea	\$9.00	\$450.00	\$7.87	\$393.50
9-O	50	Ea	\$8.69	\$432.50	\$7.67	\$383.50
9-P	50	Ea	\$9.00	\$450.00	\$8.66	\$433.00
9-Q	50	Ea	\$9.85	\$492.50	\$9.33	\$466.50
				<u>\$16,310.00</u>		<u>\$12,075.10</u>

\$0.00

\$0.00

10-A	8	Ea	\$330.00	\$2,640.00	\$324.80	\$2,598.40
10-B	8	Ea	\$320.00	\$2,560.00	\$312.77	\$2,502.16
10-C	8	Ea	\$335.00	\$2,680.00	\$327.80	\$2,622.40
10-D	8	Ea	\$440.00	\$3,520.00	\$434.19	\$3,473.52
10-E	8	Ea	\$425.00	\$3,400.00	\$418.11	\$3,344.88
10-F	8	Ea	\$425.00	\$3,400.00	\$418.11	\$3,344.88
10-G	5	Ea	\$688.00	\$3,440.00	\$678.50	\$3,392.50
10-H	5	Ea	\$662.00	\$3,310.00	\$653.36	\$3,266.80
10-I	5	Ea	\$675.00	\$3,375.00	\$665.92	\$3,329.60
10-J	5	Ea	\$1,095.00	\$5,475.00	\$1,078.21	\$5,391.05
10-K	5	Ea	\$1,055.00	\$5,275.00	\$1,038.30	\$5,191.50
10-L	5	Ea	\$1,055.00	\$5,275.00	\$1,038.30	\$5,191.50
10-M	3	Ea	\$1,325.00	\$3,975.00	\$1,301.78	\$3,905.34
10-N	3	Ea	\$1,275.00	\$3,825.00	\$1,253.56	\$3,760.68
10-O	3	Ea	\$1,335.00	\$4,005.00	\$1,313.82	\$3,941.46
				<u>\$56,155.00</u>		<u>\$55,256.67</u>

\$0.00

\$0.00

**GRAND TOTALS ALL SECTIONS \$448,052.05**

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL  
FOR CONSIDERATION AT THE MEETING OF SEPTEMBER 10, 2013**

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

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

**DATE:** August 27, 2013

**SUBJECT:** Consideration of Bids for the Marina Boat Launch Facility Restroom, P.W. 523-16R

**RECOMMENDATION**

It is recommended City Council reject all bids for this project.

**BACKGROUND INFORMATION**

In March of 2012, the City of Antioch entered into a grant funding agreement with the State of California Department of Parks and Recreation, Division of Boating and Waterways (DBW) for the construction of a third boarding float and restroom at the Marina Boat Launch Facility. Funding from DBW for these amenities was to be through the Ramp Repair and Modification (RRM) Grant program in the amount of \$495,000.

Bids for the construction of the Marina Boat Launch Facility restroom facility were originally opened on February 5, 2013. Due to various irregularities in the bidding procedure, all bids were rejected at that time.

This project was bid for a second time on June 18, 2013. In accordance with the grant funding agreement, all project contract documents were presented to DBW for review.

DBW informed Staff that RRM Grant funds were intended for funding low water ramp repairs and other emergency boat ramp modifications and should have never been offered to the City for assistance in constructing the restroom facility. Despite having previously agreed to provide RRM Grant funding for this project, DBW concluded that the construction of a restroom facility did not comply with the approved purposes of the RRM Grant program funding and terminated the grant.

Due to the loss of the grant funding for this project, it is recommended that all bids be rejected at this time. Staff intends to solicit grant funding through the DBW Marina Boat Launch Facility Grant program in early 2014 to fund and construct the restroom facility.

**FINANCIAL IMPACT**

None

**OPTIONS**

None

**ATTACHMENTS**

A: Grant Termination Letter

# ATTACHMENT "A"



State of California • Natural Resources Agency

Edmund G. Brown Jr., Governor

DEPARTMENT OF PARKS AND RECREATION

Division of Boating and Waterways

One Capitol Mall, Suite 410

Sacramento, California 95814

Major General Anthony L. Jackson, USMC (Ret.), Director

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

## **Antioch Marina RRM Grant #10-101-314 (1024), Termination of Grant**

Dear Mr. Bernal:

Pursuant to Exhibit A, ARTICLE 19, subpart B of the Grant Agreement, this letter is to serve as 30 day advance written notice to the City of Antioch that the Department of Parks and Recreation, Division of Boating and Waterways (DBW) is terminating the above grant contract.

The City has until September 15, 2013 to remit all outstanding eligible invoices accrued from March 19, 2012 (the beginning of the grant) to July 23, 2013 for reimbursement.

Upon further review of the project, DBW became aware of several items of concern and on July 23, 2013 DBW directed the City not to move forward with awarding the construction contract on this project.

Since then, DBW has reviewed the purpose of the RRM Grant program and discovered that this project does not comply with the approved purpose of this program's funding.

DBW recognizes the importance of having access to restroom facilities at the Antioch Marina BLF and encourages the City to apply for restroom funding under the appropriate program designated for such improvements, the Local Assistance Boat Launching Facility Grant Program. The application deadline for this program is April 1, 2014. We look forward to working with the City to complete the final component at the Antioch Marina BLF.

Feel free to contact Keren Dill of my staff with any questions at (916) 327-1817, or email her at [keren.dill@parks.ca.gov](mailto:keren.dill@parks.ca.gov).

Sincerely,

A handwritten signature in blue ink that reads "Sylvia Ortega Hunter".

Sylvia Ortega Hunter  
Deputy Director

Cc: Steve Watanabe, Supervising Civil Engineer, Department of Parks and Recreation  
Kathy Amann, Assistant Deputy Director, Department of Parks and Recreation

**STAFF REPORT TO THE CITY COUNCIL FOR  
CONSIDERATION AT THE MEETING OF SEPTEMBER 10, 2013**

**PREPARED BY:** Scott Buenting, Associate Engineer, Capital Improvements Division *SB*  
**REVIEWED BY:** Ron Bernal, Public Works Director/City Engineer *RB*  
**DATE:** September 4, 2013  
**SUBJECT:** First Amendment to the Design Consultant Service Agreement with Beals Alliance, Inc. in the amount of \$69,443 for the Antioch Community Park Synthetic Turf Fields Project (P.W. 394-7F)

**RECOMMENDATION**

It is recommended that City Council approve the First Amendment to the Design Consultant Service Agreement with Beals Alliance, Inc. for additional design services, construction support, geotechnical testing and observation and to authorize the Director of Finance to amend the 2013-2014 Capital Improvement Budget to increase WW Grant funding for this project in the amount of \$452,867 for the Antioch Community Park Synthetic Turf Fields project.

**BACKGROUND**

On May 12, 2009, the City Council directed Staff to commence design of a synthetic turf soccer field facility at the Antioch Community Park. A total of twelve (12) proposals were solicited from various firms to provide project design and engineering services for the project. The services request included preliminary planning, project design, contract document development and engineering construction support. Based on the content of the proposals and discussions with the consultants, Beals Alliance, Inc. (Beals) was selected to perform the work and a contract in the amount of \$190,980 was negotiated.

As part of the land use agreement between the City and United States Bureau of Reclamation (Bureau) for the Community Park Complex, the Bureau must review any improvements proposed to the site. The Bureau's review of this project resulted in significant design changes and extensive environmental analysis. Furthermore, additional modifications to the design were included to assist maintenance and improve security of the facility. Due to the criticalness of the synthetic turf base construction, additional geotechnical services were required.

Staff is recommending an amendment to the Design Consultant Service Agreement with Beals that includes additional design services, construction support and geotechnical observation and testing, at a cost not to exceed \$69,443. Additional funding in the amount of \$383,424 is also requested to fully fund the engineering, environment compliance and construction of this project. These tasks are necessary for the construction of the facilities and fulfillment of the project's permit requirements.

**FISCAL IMPACT**

The approval of this amendment will increase the total project budget to \$3,060,000. Additional WW Grant funding in the amount of \$452,867 is requested to fully fund this project.

**ATTACHMENTS**

A: Amendment No. 1 to the Agreement

# ATTACHMENT "A"

**AMENDMENT NO. 1 TO AGREEMENT  
FOR DESIGN CONSULTANT SERVICES FOR THE  
COMMUNITY PARK SYNTHETIC TURF SOCCER FIELDS (P.W. 394-7F)**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 11th day of September, 2013, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and BEALS ALLIANCE, INC., their address is 75 Iron Point Circle, Suite 175, Folsom, CA 95630 ("Consultant").

## R E C I T A L S

**WHEREAS**, on October 12, 2011, CITY and BEALS ALLIANCE, INC. entered into an Agreement for Professional Consultant Services for the Community Park Synthetic Turf Soccer Fields Project ("Agreement") in the amount of \$190,980.00; and

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

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

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

The term of the contract is extended until December 31, 2013.

Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein.

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

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

CITY shall increase the compensation for Beals Alliance, Inc. for actual costs in the amount of \$69,422.93 bringing the total compensation to an amount not to exceed \$260,422.93.

CITY OF ANTIOCH:

BEALS ALLIANCE, INC.:

By: \_\_\_\_\_  
Jim Jakel, City Manager

By: \_\_\_\_\_  
William J. Beals, III, President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lynn Tracy Nerland, City Attorney



August 15, 2012

Lonnie Karste  
Karste Consulting  
P.O. Box 954  
Antioch, Ca 94509

Regarding: Antioch Community Park-Re-Design

Dear Lonnie,

Based on the comments and suggestion from the US Bureau of Reclamation (USBR), our plans require a Re-Design to comply with the USBR limits of construction. To modify the plans and to keep all new construction within the already developed footprint of the site, we will need to do a partial re-design of all systems, plans and about half the details.

We have estimated the following costs for the Re-Design to maintain the already developed footprint. We estimate that the plans and specifications will be ready for the USBR to review by the end of the month.

<b>Beals Alliance</b>	\$12,150
<b>Sousa Engineering</b>	\$7,250
<b>Mars Burnside Engineering</b>	\$3,460
<hr/>	
	\$22,860

If you have any questions regarding this additional service invoice, please give me a call.  
Respectfully,

William J. Beals III  
President and CEO  
Beals Alliance, Inc  
916-342-1198  
[jay@bealsalliance.com](mailto:jay@bealsalliance.com)

CC: Chris Chisam, Beals Alliance



November 26, 2012  
Mr. Lonnie Karste  
Karste Consulting, Inc.  
Project Consultant  
City of Antioch

Subject: Post 100% Revisions

Dear Lonnie,

As you are aware as an attendee of the meeting, we met on Monday November 19, 2012 with Scott Buenting, Associate Engineer with the City of Antioch to receive post 100% comments from the City. We were a bit surprised at the comments and changes provided to us at that meeting. It is our opinion that there was significant time to review these comments earlier in the process or parallel with the environmental review.

Though some of the comments may seem simple such as "just add a mow band at the outside of the natural preserve area to make it 12 inches wide", and "change the trench drain to catch basins" in the areas adjacent to this mow band extension requires changes to our base sheets, reference, layout, grading, drainage, details and detail call outs impacting a total of 9 sheets. It is important to know that each sheet needs to be redlined by the PM, opened, modified, closed by a drafts person and rechecked by the PM to make sure the changes are correct.

The changes to the specifications are relatively minor such as typos or clarifications to City procedure, but it certainly would have been better to have received these earlier in the process. We worked on modifying these comments Tuesday and Wednesday of last week, I redlined them with Seth on Friday to ensure completeness and we reviewed those redlines with Chris this morning. We believe it will still take at least two more days to finish the drawing edits and another half day to complete the specifications.

We estimate that it will take 4 days of drafting (\$4,320) plus another 6-8 hours of PM time (\$ 810) to complete these changes. The amount requested for this change order is \$5,000. We should have them for the City by the end of the week, November 30<sup>th</sup>, 2012. We will not charge for the modifications to the specification since the majority of those appear to be typos on our account.

We are proceeding on the basis that this request for change order for \$5,000 will be approved.

Respectfully,

William J. Beals III  
Principal  
Beals Alliance, Inc.





June 7, 2012

Lonnie Karste  
Karste Consulting  
P.O. Box 954  
Antioch, Ca 94509

Regarding: Antioch Community Park-Additional services

Dear Lonnie,

As you are aware, the Antioch Community Park project was originally scheduled to go out to bid early May 2012. The following three items have changes:

1. The NEPA review period had been passed between multiple reviewers. This caused significant additional work in phone calls, emails, response to an agency who could not read plans, etc. The result to this is both additional work and our schedule has been pushed back contingent on final NEPA documentation review.
2. The city also decided to add security cameras to the project, which will influence further change to the 100% drawings already completed.
3. Due to change in city personnel including the project lead, review of the plans has resulted in additional comments which will result in further change to the 100% plans.

Pursuant to our discussion, Beals estimates that we will spend an additional \$6,000-\$10,000 on this project in additional time spent to date and additional time required to modify the 100% construction documents based on the above items. We are requesting to proceed with the desired changes on a T&M basis not to exceed \$10,000.

If you have any questions regarding this additional service invoice, please give me a call.

Respectfully,

A handwritten signature in blue ink, appearing to read "WJ Beals III", is written over a blue circular stamp or watermark.

William J. Beals III  
President and CEO  
Beals Alliance, Inc  
916-342-1198  
[jay@bealsalliance.com](mailto:jay@bealsalliance.com)

CC: Chris Chisam, Beals Alliance

# EXHIBIT "A"



**BEALS**  
ALLIANCE

Mr. Lonnie Karste  
Project Consultant  
City of Antioch  
PO Box 5007  
Antioch, CA 94531-5007

August 1, 2013

PROJECT: Antioch Community Park Synthetic Turf Soccer Fields  
Project #: 120411 - Geotechnical Engineering (testing, analysis, consultation)

Invoice Period: May 3<sup>rd</sup> through July 26, 2013  
Invoice #: Progress Bill No. 1  
Client Contact: Lonnie Karste [ikarste@ci.antioch.ca.us](mailto:ikarste@ci.antioch.ca.us)

Beals Alliance Project Manager: Jay Beals [jay@bealsalliance.com](mailto:jay@bealsalliance.com)  
Contact Information: C: (916) 342-1198

Signed By: William J. Beals, III

Phase of Work	Fee	Previously Billed	Bill This Invoice	Total Amount Billed
Geotechnical Engineering	T & M	\$ -	\$ 28,711.75	\$ 28,711.75
Sub-consultant Mark-up	10%	\$ -	\$ 2,871.18	\$ 2,871.18
TOTAL 120411		\$ -	\$ 31,582.93	\$ 31,582.93
TOTAL		\$ -	\$ 31,582.93	\$ 31,582.93

**CURRENT AMOUNT DUE IN 30 DAYS \$ 31,582.93**

**Remit Payment To:**

Beals Alliance  
75 Iron Point Circle, Suite 175  
Folsom, CA 95630

**Outstanding Invoice Summary**

Current 0-30	Past Due 31-60	Past Due 61-90	Past Due 91-120	TOTAL
\$31,582.93	\$0.00	\$0.00	\$0.00	\$31,582.93

75 Iron Point Circle, Suite 175 Folsom, CA 95630  
t 916.496.8000 f 916.496.8100 [www.bealsalliance.com](http://www.bealsalliance.com)

1006 6th Street Modesto, CA 95354  
7036 Cliff Avenue Bodega Bay, CA 94923

♻️ Printed on recycled paper

# Hultgren-Tillis Engineers

Beals Alliance  
75 Iron Point Circle, Suite 175  
Folsom, California 95630  
Attention: Mr. Jay Beals

Invoice No. 4029  
Project No. 782.01  
Fed Tax ID 68-0311878  
July 31, 2013

*use 7/25/13*

INVOICE for the period through July 26, 2013 for **Antioch Community Park Synthetic Turf Soccer Fields, Antioch, California**. Our services were provided in accordance with the proposal dated May 3, 2013 as Addendum 1 to the Agreement for Professional Sub-Consulting Services, Project No. 120011.

DESCRIPTION: Services covered by this invoice includes observation and testing of sidewalk subgrade and soccer field permeable stone fill; infiltration testing, laboratory compaction curves and permeability testing, on-site meeting attendance, engineering analysis, and engineering consultation.

### Professional/Technical Services

Associate Engineer	35.50 hrs	@	\$ 185.00	\$6,567.50
Project Engineer	7.50 hrs	@	\$ 145.00	\$1,087.50
Staff Engineer	30.50 hrs	@	\$ 130.00	\$3,965.00
Word Processor	0.25 hrs	@	\$ 80.00	\$ 20.00
				<b>\$11,640.00</b>


### Reimbursable Expenses

Laboratory - Outside				\$1,496.00
Truck	37.00 hrs	@	\$ 17.00	\$ 629.00
				<b>\$ 2,125.00</b>

### TOTAL OF THIS INVOICE

**\$13,765.00**

*Invoices are due upon receipt and past due after 30 days*

*120411*  *120011 Antioch  
Consultant Hultgren-Tillis  
7525 CON. DIR. COST*

*ENTERED JUL 31  
TO BILL 7/25/13*

RECEIVED

JUN 18 2013

Hultgren - Tillis Engineers

INVOICE

Construction Materials Testing, Inc.  
5143 Port Chicago Highway, Suite A  
Concord, CA 94520  
(925) 825-2840 fax (925) 682-7953

Hultgren-Tillis Engineers  
4085 Nelson Avenue, Suite A  
Concord, CA 94520-1257  
(925) 685-6300 phone  
(925) 685-6768 fax

Invoice No: 37254  
Date: 6/9/13  
Amount Due: \$ 480.00

Project: 99780 General Lab

D1557B,C Compaction Curve  
Hultgren-Tillis #214.13  
Holland Tract  
Curve No. 3

1 Test(s) @ \$255.00 / Test 255.00

D1557A Compaction Curve  
Hultgren-Tillis #782.01  
Antioch Soccer Field  
Curve No. 6

1 Test(s) @ \$225.00 / Test 225.00

TOTAL NOW DUE ... \$ 480.00

Please remit to:

MARBLE BRIDGE FUNDING GROUP, INC.  
P.O. Box 8195  
Walnut Creek, CA 94596

Handwritten notes and signatures:   
✓  A 214.13 \$255  
✓  A 782.01 \$225  
*[Signature]*

Terms: Net 30 days. A late payment charge of 1.5% per month will be charged on all invoices not paid within terms of sale. This is an annual percentage rate of 18%.

RKT  
 JAH

RECEIVED

JUL 11 2013

Hultgren - Tillis Engineers

INVOICE

Construction Materials Testing, Inc.  
5143 Port Chicago Highway, Suite A  
Concord, CA 94520  
(925) 825-2840 fax (925) 682-7953

Hultgren-Tillis Engineers  
4085 Nelson Avenue, Suite A  
Concord, CA 94520-1257  
(925) 685-6300 phone  
(925) 685-6768 fax

Invoice No: 37327  
Date: 6/30/13  
Amount Due: \$ 390.00

Project: 99780 General Lab

Sieve Analysis w/#200 Wash  
Hultgren-Tillis #249.03  
Grand Island Seepage Berm  
Sample No. 5



1 Test(s) @ \$135.00 / Test

135.00

D1557B,C Compaction Curve

Hultgren-Tillis #782.01  
Antioch Soccer Fields  
Curve No. 7



1 Test(s) @ \$255.00 / Test

255.00

TOTAL NOW DUE ...

\$ 390.00

Please remit to:

MARBLE BRIDGE FUNDING GROUP, INC.  
P.O. Box 8195  
Walnut Creek, CA 94596

A  
782.01  
\$ 255

A  
249.03  
\$ 135

Terms: Net 30 days. A late payment charge of 1.5% per month will be charged on all invoices not paid within terms of sale. This is an annual percentage rate of 18%.

# Cooper Testing Lab

937 Commercial Street  
 Palo Alto, CA 94303  
 650 213-8436

# Invoice

Date	Invoice #
7/1/2013	20130685

Bill To

Hultgren-Tillis Engineers  
 4085 Nelson Avenue, Suite A  
 Concord, CA 94520  
 Attn: Accounts Payable

**Balance Due                      \$880.00**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT  
 OR REFERENCE INVOICE NUMBER ON CHECK.

**Cooper Testing Lab**  
 937 Commercial Street  
 Palo Alto, CA 94303  
 www.coopertestinglabs.com

P.O. No.	Terms	CTL#	Project Manager	Project
	Net 30	212-119	Greg Olsen	Antioch Soccer Fields/782.01
Qty	Description	Rate	Amount	
1	Sieve Analysis Bulk	170.00	170.00	
1	Permeability on drain rock	400.00	400.00	
1	Max Index Density	230.00	230.00	
1	Sample pick-up	80.00	80.00	
<p><b>RECEIVED</b></p> <p>JUL 08 2013</p> <p>Hultgren - Tillis Engineers</p>				

Thank you for your business.  
 Past due balances may be subject to a 18% APR finance charge and collection fees.

<b>Total</b>	<b>\$880.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$880.00</b>

782.01, JAH, 7/8/13

A  
 782.01

# Hultgren-Tillis Engineers

Beals Alliance  
75 Iron Point Circle, Suite 175  
Folsom, California 95630  
Attention: Mr. Jay Beals

Invoice No. 3977  
Project No. 782.01  
Fed Tax ID 68-0311878  
June 7, 2013

INVOICE for the period through May 31, 2013 for **Antioch Community Park Synthetic Turf Soccer Fields, Antioch, California**. Our services were provided in accordance with the proposal dated May 3, 2013 as Addendum 1 to the Agreement for Professional Sub-Consulting Services, Project No. 120011.

DESCRIPTION: Services covered by this invoice includes **13 site visits** to observe and test trench backfill, building and sidewalk subgrade, lime-treated soil and observe drilled pier shafts. **Laboratory testing** included 4 compaction curves, 1 particle size distribution of Class 2 permeable gravel, and 1 lime-treated soil compaction curve.

### Professional/Technical Services

Associate Engineer	22.50 hrs	@	\$ 185.00	\$4,162.50
Staff Engineer	65.25 hrs	@	\$ 130.00	\$8,482.50
Word Processor	1.75 hrs	@	\$ 80.00	\$ 140.00

**\$12,785.00**

### Reimbursable Expenses


Laboratory - Outside				\$1,452.00
Truck	41.75 hrs	@	\$ 17.00	\$ 709.75

**\$ 2,161.75**

### TOTAL OF THIS INVOICE

**\$14,946.75**

*Invoices are due upon receipt and past due after 30 days*

120411  120011 Antioch  
Consultant Hultgren-Tillis  
7525 Con. Dir. Cost  
ENTERED JUL 10

Construction Materials Testing, Inc.  
5143 Port Chicago Highway, Suite A  
Concord, CA 94520  
(925) 825-2840 fax (925) 682-7953

Hultgren-Tillis Engineers  
4085 Nelson Avenue, Suite A  
Concord, CA 94520-1257  
(925) 685-6300 phone  
(925) 685-6768 fax

Project: 99780 General Lab

RECEIVED

MAY 16 2013

Hultgren - Tillis Engineers

putz 5/16/13

INVOICE

Invoice No: 37145  
Date: 5/5/13  
Amount Due: \$ 1,380.00

**D1557B,C Compaction Curve**

Hultgren-Tillis #685.03  
Cordelia Road Widening  
Curve No. 3

1 Test(s) @ \$255.00 / Test

255.00

**D1557A Compaction Curve**

Hultgren-Tillis #782.01  
Antioch Soccer Field  
Curves No. 1 & 2

2 Test(s) @ \$225.00 / Test

450.00

**D1557A Compaction Curve**

Hultgren-Tillis #792.01  
Solano Logistics Center  
Curves No. 1, 2 & 3

3 Test(s) @ \$225.00 / Test

675.00

TOTAL NOW DUE ...

\$ 1,380.00

MARBLE BRIDGE FUNDING GROUP, INC.

P.O. Box 8195  
Walnut Creek, CA 94596

Please remit to:

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
685.03	782.01	792.01
\$ 255	\$ 450	\$ 675
		SDC

Terms: Net 30 days. A late payment charge of 1.5% per month will be charged on all invoices not paid within terms of sale. This is an annual percentage rate of 18%.



RKT  
 JAH

Page 1 of 2  
No. 37188

*dc post*  
*re 5/21/13*

Construction Materials Testing, Inc.  
5143 Port Chicago Highway, Suite A  
Concord, CA 94520  
(925) 825-2840 fax (925) 682-7953

### INVOICE

RECEIVED

MAY 21 2013

Hultgren - Tillis Engineers

Invoice No: 37188  
Date: 5/19/13  
Amount Due: \$ 1,605.00

Hultgren-Tillis Engineers  
4085 Nelson Avenue, Suite A  
Concord, CA 94520-1257  
(925) 685-6300 phone  
(925) 685-6768 fax

Project: 99780 General Lab

#### D1557B,C Compaction Curve

Hultgren-Tillis #113.18  
Webb Tract sta. 50 - 225  
Curve No. 6

1 Test(s) @ \$255.00 / Test 255.00

#### D1557B,C Compaction Curve

Hultgren-Tillis #641.04  
ISD Pond Backfill  
Curve No. 2

1 Test(s) @ \$255.00 / Test 255.00

#### D1557B,C Compaction Curve

Hultgren-Tillis #782.01  
Antioch Soccer Fields  
Curves No. 3 & 5

2 Test(s) @ \$255.00 / Test 510.00

#### D1557A Compaction Curve

Hultgren-Tillis #782.01  
Antioch Soccer Fields  
Curves No. 4

1 Test(s) @ \$225.00 / Test 225.00

#### Sieve Analysis w/ #200 Wash

Hultgren-Tillis #782.01  
Antioch Soccer Fields

	<input checked="" type="checkbox"/> A	<input checked="" type="checkbox"/> A	<input checked="" type="checkbox"/> A	<input checked="" type="checkbox"/> A
	113.18	641.04	782.01	792.01
(continued)	\$ 255	\$ 255	\$ 870	\$ 225
				SDC

Construction Materials Testing, Inc.

Invoice No: 37188  
Page 2

Sieve Analysis w/#200 Wash (cont)

Sample No. 3

1 Test(s) @ \$135.00 / Test 135.00

---

D1557A Compaction Curve  
Hultgren-Tillis #792.01  
Solano Logistics Center  
Curves No. 4

1 Test(s) @ \$225.00 / Test 225.00

TOTAL NOW DUE ... \$ 1,605.00

MARBLE BRIDGE FUNDING GROUP, INC.  
P.O. Box 8195  
Walnut Creek, CA 94596

*Please remit to:*

Terms: Net 30 days. A late payment charge of 1.5% per month will be charged on all invoices not paid within terms of sale. This is an annual percentage rate of 18%.

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT  
THE COUNCIL MEETING OF SEPTEMBER 10, 2013**

**FROM:** Michelle Fitzer, Human Resources/Economic Development Director



**DATE:** September 3, 2013

**SUBJECT: RESOLUTION APPROVING THE CLASS SPECIFICATION FOR  
MARINA LEADWORKER/PROPERTY MANAGER AND ESTABLISHING  
AN ASSOCIATED SALARY RANGE**

---

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution approving the class specification for Marina Leadworker/Property Manager, and establishing an associated salary range.

**BACKGROUND**

- ***Classification***

As Council is aware, several years ago the City hired Johnson Associates to conduct a comprehensive classification review and update. When the economy began to deteriorate, this project was discontinued and left incomplete. Since that time, staff has brought updated class specifications to the Council for review and approval on an as-needed basis, usually when a recruitment was going to be initiated. Staff is currently working on completing the comprehensive classification update project and hope to have all of the remaining descriptions to Council for consideration soon.

At this time, the Public Works Department needs to initiate a recruitment to fill the vacant Marina Leadworker/Property Manager, which is budgeted as a regular position. As this is a new classification, the class specification must be approved before this recruitment can be initiated.

This classification is within Operating Engineers Local 3's bargaining unit. City staff has meet with OE3 representatives and agreed on the attached description.

- ***Salary***

The Marina Leadworker/Property Manager classification is not in the classification plan, and therefore does not have an established salary range. The proposed salary range is \$4537 - \$5515 per month for full time, which matches the majority of the other Leadworker classifications in the Public Works Department. Of course, the City remains on a 36 hour workweek, so any employee hired into this classification will actually earn ten percent (10%) less than this amount.

## **FINANCIAL IMPACT**

Approving the class specification has no financial impact.

Establishing the Marina Leadworker/Property Manager salary range as proposed will place it at the same as other Lead classifications within Public Works. In addition, the Harbormaster classification in the Management Unit will be removed from the classification plan and salary schedule when Council takes action on that Unit's comprehensive update. The Harbormaster classification currently has a much higher salary range than the proposal for Marina Leadworker.

This position is budgeted in the Marina Fund (631), and is included in the FY 2013/14 approved budget.

## **ATTACHMENTS**

- A. Resolution Approving Amendments to the Classification and Compensation Plans
- B. Marina Leadworker/Property Manager Draft Job Description

**RESOLUTION NO. 2013/XX**

**RESOLUTION APPROVING A CLASS SPECIFICATION FOR  
MARINA LEADWORKER/PROPERTY MANAGER,  
AND ESTABLISHING AN ASSOCIATED SALARY RANGE**

**WHEREAS**, the City has an interest in updating the class specifications for classifications Citywide; and

**WHEREAS**, staff is working on completing a comprehensive update of the classification system; and

**WHEREAS**, Council has considered updated class specifications on a case-by-case basis as needed for recruitments; and

**WHEREAS**, the Public Works Department needs to conduct a recruitment to fill the budgeted vacancy in the Marina Leadworker/Property Manager classification; and

**WHEREAS**, the Marina Leadworker/Property Manager classification is new to the classification plan and therefore does not have an established salary range.

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

**Section 1.** That the class specification for the classification Marina Leadworker/Property Manager, attached hereto as Exhibit "B", be approved and added to the City of Antioch Employees' Classification System; and

**Section 2.** That the salary range for Marina Leadworker/Property Manager is established as \$4537 - \$5515 per month for full time service; and

**Section 3.** That copies of this resolution be certified to all holders of the City of Antioch Employees' Classification System.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of September, 2013, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**MARINA LEADWORKER/PROPERTY MANAGER**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

**SUMMARY DESCRIPTION**

Under direction, directs, supervises, and coordinates the activities and operations of the Antioch Marina within the Public Works Department including ensuring the safety of visitors, ensuring proper charges and payments are made for services rendered, and overseeing facility and facility landscape maintenance; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Public Works Director or designee.

**REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Assume responsibility for assigned services and activities of the Antioch Marina including visitor safety and service, marina maintenance, and leasehold management.
2. Recommend and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
4. Plan, direct, coordinate, and review the work plan for marina staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
5. Train, motivate, and evaluate marina service personnel; provide or coordinate staff training; work with employees to correct deficiencies; in the absence of the Operations Supervisor, may be required to supervise the operation of the facilities and assigned personnel.
6. Lead, plan, train, contract, and review the work of vendors and staff responsible for the maintenance, repair, and construction of City facilities including plumbing, carpentry, electrical, remodeling, painting, and a variety of other related craft work; discuss work to be performed with management staff; plan and implement assignments; assist maintenance staff in troubleshooting and performing the more complex maintenance and repair activities.
7. Recommend and participate in the development and administration of the division's annual budget; work within a budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; code invoices for payment; implement adjustments.
8. Verify the work of assigned employees and vendors for accuracy, proper work methods, techniques and compliance with applicable standards, code, regulations, and specifications; ensure adherence to safe work practices and procedures.

**CITY OF ANTIOCH**  
**MARINA LEADWORKER/PROPERTY MANAGER (CONTINUED)**

9. Manage marina tenant accounts; arrange for berthing and slip rentals for the boating public; prepare and execute various rental agreements; collect cash and maintain daily logs; may operate a cash register and balance cash receipts; collect fees and bills.
10. Provide on-site guidance for all construction and repair activities by staff related to the marina complex; oversee and participate in installing, maintaining, and repairing a variety of plumbing fixtures and fittings including sinks, toilets, faucets, and related equipment; repair leaks and stoppages.
11. Coordinate work activities related to the design, construction and maintenance contracts with other City employees.
12. Provide customer service to marina berthers; respond to issues, questions, and requests; enforce marina rules and regulations; may be required to handle and/or respond to various emergencies.
13. Recommend marketing and other advertising programs promoting the use of marina and marina-related facilities; prepare and manage marina promotions.
14. Oversee fuel dock operation; monitor fuel sales; order fuel.
15. Operate various maintenance equipment and hand and power tools in a safe and efficient manner; maintain tools and assigned equipment; perform preventative maintenance on equipment.
16. Inspect marina facilities for safety-related problems.
17. Serve as the liaison for the marina with other divisions, departments, and outside agencies; assist in negotiating and resolving sensitive and controversial issues.
18. Serve as staff on a variety of committees; draft staff reports and other necessary correspondence.
19. Provide responsible staff assistance to the Operations Supervisor; participate in a variety of organizational studies, investigations, and operational studies; recommend modifications to marina programs, policies, and procedures as appropriate.
20. May oversee the City's RV storage facility.
21. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of marina operations; recommend new developments as appropriate.
22. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
23. Read electric meters and record monthly usage.
24. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Operational characteristics, services, and activities of a municipal marina.
- Principles and practices of marina operations and property management.
- Principles and practices of program development and administration.
- Methods and techniques of safe boating.
- Modern methods, practices and procedures related to the management of marine and dock facilities.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations, especially those related to boating and waterway environmental issues.

**Ability to:**

- Oversee and participate in the management of a municipal marina.
- Oversee, direct, and coordinate the work of lower level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Read and interpret working blueprints.
- Promote and enforce safe work and boating practices.
- Minimize public and employee safety hazards by conforming to required codes.
- Successfully operate various software programs as required using computers or other types of hand held devices.
- Develop boating related promotional activities and programs.
- Operate and have basic knowledge of a variety of boats, both sail and power.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work, including the ability to interact effectively and courteously with the public, coworkers, and vendors.

**Education and Experience Guidelines**

**Education/Training:**

Equivalent to the completion of the twelfth grade supplemented by college level course work in business administration, public administration, or a related field.

**Experience:**

Five years of increasingly responsible property management and/or marina operations and maintenance experience including two years of administrative and supervisory responsibility.

**License or Certificate:**

Possession of, an appropriate, valid driver's license.



CITY OF ANTIOCH  
MARINA LEADWORKER/PROPERTY MANAGER (CONTINUED)

Possession of required First Aid Certificate and CPR Certificate within 6 months of appointment.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting with exposure to an outdoor marina environment; may work in or around water. Incumbents may be required to work alternate shifts, including evenings, nights, weekends, and holidays.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: September 2013

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT  
THE COUNCIL MEETING OF SEPTEMBER 10, 2013**

**FROM:** Michelle Fitzer, Human Resources/Economic Development Director



**DATE:** September 3, 2013

**SUBJECT: RESOLUTION APPROVING CLASS SPECIFICATIONS FOR FLEET  
LEADWORKER, LEAD COLLECTIONS SYSTEMS WORKER, AND  
LEAD WATER DISTRIBUTION OPERATOR, AND ESTABLISHING  
ASSOCIATED SALARY RANGES**

---

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution approving the class specifications for Fleet Leadworker, Lead Collections Systems Worker, and Lead Water Distribution Operator, and establishing associated salary ranges.

**BACKGROUND**

- ***Classifications***

As Council is aware, several years ago the City hired Johnson Associates to conduct a comprehensive classification review and update. When the economy began to deteriorate, this project was discontinued and left incomplete. Since that time, staff has brought updated class specifications to the Council for review and approval on an as-needed basis, usually when a recruitment was going to be initiated. Staff is currently working on completing the comprehensive classification update project and hope to have all of the remaining descriptions to Council for consideration soon.

At this time, the Public Works Department needs to initiate recruitments to fill vacancies for Fleet Leadworker, Lead Collections System Worker, and Lead Water Distribution Operator, all of which are budgeted as regular positions. There is one (1) Fleet Leadworker position, two (2) Lead Collections, and three (3) Lead Water positions. These are new classifications, so the class specifications must be approved before the recruitments can be initiated.

These classifications are within Local 1's bargaining unit. City staff has meet with Local 1 representatives and agreed on the attached descriptions for these classifications.

- ***Salaries***

The Fleet Leadworker classification is not in the classification plan, and therefore does not have an established salary range. In keeping with the current practice of a ten percent (10%) spread between a Lead classification's salary range and the line classification's salary range, the proposed salary for Fleet Leadworker is \$5150 - \$6260 per month full time. Of course, the City remains on a 36 hour workweek, so any

employee hired into this classification will actually earn ten percent (10%) less than this amount.

The salary ranges for Lead Collection Systems Worker and Lead Water Distribution Operator will remain the same as other Lead classifications in the Public Works series represented by Local 1, at \$4537 - \$5515 per month for full time.

### **FINANCIAL IMPACT**

Approving the class specifications has no financial impact.

Establishing the Fleet Leadworker salary range is actually a slight reduction from the former Fleet Supervisor classification. The Fleet Supervisor class is in the Management Unit and will be removed from the classification plan and salary schedule when all of the Management classification updates are brought to Council. The Lead Collections System Worker and Lead Water Distribution Operator salaries will be the same as other Lead classifications within Public Works represented by Local 1.

Most of the costs for these positions are budgeted outside of the General Fund, and all were included in the FY 2013/14 approved budget.

### **ATTACHMENTS**

- A. Resolution Approving Amendments to the Classification and Compensation Plans
- B. Fleet Leadworker Draft Job Description
- C. Lead Collection Systems Worker Draft Job Description
- D. Lead Water Distribution Operator Draft Job Description

**RESOLUTION NO. 2013/XX**

**RESOLUTION APPROVING CLASS SPECIFICATIONS FOR  
FLEET LEADWORKER, LEAD COLLECTIONS SYSTEMS WORKER, AND LEAD  
WATER DISTRIBUTION OPERATOR,  
AND ESTABLISHING ASSOCIATED SALARY RANGES**

**WHEREAS**, the City has an interest in updating the class specifications for classifications Citywide; and

**WHEREAS**, staff is working on completing a comprehensive update of the classification system; and

**WHEREAS**, Council has considered updated class specifications on a case-by-case basis as needed for recruitments; and

**WHEREAS**, the Public Works Department needs to conduct recruitments to fill the budgeted vacancies in these classifications; and

**WHEREAS**, the Fleet Leadworker, Lead Collections Systems Worker and Lead Water Distribution Operator classifications currently do not have established salary ranges.

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

**Section 1.** That the class specifications for the classifications of Fleet Leadworker, Lead Collection Systems Worker, and Lead Water Distribution Operator, attached hereto as Exhibits "B", "C", and "D", be approved and added to the City of Antioch Employees' Classification System; and

**Section 2.** That the salary range for Fleet Leadworker is established as \$5150 - \$6260 per month for full time service; and

**Section 3.** That the salary range for Lead Collections System Worker and Lead Water Distribution Operator is established as \$4537 - \$5515 per month for full time service; and

**Section 4.** That copies of this resolution be certified to all holders of the City of Antioch Employees' Classification System.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of September, 2013, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**FLEET LEADWORKER**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**SUMMARY DESCRIPTION**

Under direction, leads, assigns, reviews, and participates in the work of staff responsible for performing a variety of skilled duties involved in minor and major repairs to and maintaining of automobiles, trucks, buses, motorcycles, tractors, mowers, and other heavy and light equipment; schedules all maintenance and repairs to City vehicles and equipment; recommends scheduled replacement and purchasing of new equipment; ensures work quality and adherence to established policies and procedures; coordinates assigned activities with other divisions and outside agencies; maintains appropriate work records including time cards and work orders; serves as a technical resource for assigned work crews; and performs the more technical and complex tasks relative to assigned area of responsibility.

**REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Plan, prioritize, assign, lead, review, and participate in the work of staff responsible for performing a variety of skilled duties involved in minor and major repairs to and maintaining of automobiles, trucks, buses, motorcycles, tractors, mowers, and other heavy and light equipment; diagnose mechanical difficulties, prioritize work, and recommend required repair measures; dispatch mechanics to emergency repair jobs as necessary.
2. Identify resource needs; review needs with appropriate management staff; allocate resources accordingly.
3. Work within a budget; code invoices for payment; verify completion of work and recommend payment.
4. Participate in the development of goals and objectives as well as policies and procedures; make recommendations for changes and improvements to existing standards, policies, and procedures; participate in the implementation of approved policies and procedures; monitor work activities to ensure compliance with established policies and procedures.
5. Provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
6. Coordinate and prepare materials for safety meetings; ensure safety training of all staff and ensure work environment is in compliance with government, safety and environmental standards.
7. Participate in the preparation and recommendation of assigned program budget; submit budget recommendations; monitor expenditures.
8. Perform the more technical and complex tasks of the work unit including recommendations of planning and coordinating the purchase, utilization, replacement, and disposal of City

CITY OF ANTIOCH  
FLEET LEADWORKER (CONTINUED)

owned cars, trucks, and equipment; assist with developing and preparing vehicle and equipment specifications for purchase as necessary; analyze and track vehicle replacement/repair costs.

9. Coordinate and schedule all federal, state, and county inspections including CHP bus inspections, Bit inspections, smoke check inspections, and smog inspections.
10. Oversee and participate in performing fuel island pump maintenance and vapor recovery system repair and testing.
11. Maintain the Division's computerized maintenance management system and automated fuel system.
12. Prepare or review and maintain a wide variety of written reports and records including time sheets, work orders, and maintenance requests; input information into a computer system; prepare statistical and/or analytical reports on operations and activities as necessary.
13. Maintain inventory for the fleet maintenance section; participate in ordering equipment and supplies as necessary.
14. Respond to and resolve difficult and sensitive citizen inquiries and complaints in an efficient and timely manner; respond to emergency situations as necessary.
15. Coordinate assigned maintenance activities with those of other divisions and outside agencies and organizations.
16. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of fleet maintenance; recommend new developments as appropriate into programs.
17. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Operations, services, and activities of a fleet services program.
- Advanced principles and practices of vehicle and equipment maintenance and repair.
- Theories, principles, techniques and equipment used in vehicle and equipment maintenance and repair.
- Methods and techniques of performing preventive maintenance including preventive maintenance inspection methods.
- Advanced methods and techniques of performing diagnostic troubleshooting services.
- Advanced methods and techniques of metal fabrication and welding.
- Computerized fleet maintenance management systems.
- Principles, practices, rules and codes relating to work safety management.
- Acquisition and disposal practices of vehicles and equipment.
- Principles of supervision, training, and performance evaluation.
- Basic principles and practices of municipal budget preparation and administration.

CITY OF ANTIOCH  
FLEET LEADWORKER (CONTINUED)

- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- Occupational hazards and standard safety procedures.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent local, state and federal laws, ordinances and rules.

**Ability to:**

- Coordinate and direct operations and activities of fleet maintenance.
- Select, train, and evaluate staff.
- Recommend and implement goals, objectives, policies and procedures for providing street maintenance programs.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
- Prepare clear and concise reports.
- Participate in the preparation and administration of assigned budgets.
- Analyze a complex issue and develop and implement an appropriate response.
- Analyze and evaluate new and existing service delivery methods and standard operating procedures.
- Identify and interpret technical and numerical information.
- Maintain required work logs, record-related operational and maintenance data with use of various computer software programs.
- Prepare clear and concise written reports.
- Learn, interpret, and apply City, Department, and Division rules, regulations, policies and practices.
- Follow written and oral directions.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Safely and effectively operate a variety of equipment, tools, and materials.
- Plan and organize work to meet changing priorities and deadlines.
- Minimize public and employee safety hazards by conforming to required codes.
- Successfully operate various software programs as required using computers or other types of hand held devices.
- Effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the unit.
- Work cooperatively with other departments, City officials, and outside agencies.
- Take coaching, instruction, and feedback with a cooperate and positive attitude.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work, including the ability to interact effectively and courteously with the public, coworkers, and vendors.

**Education and Experience Guidelines:**

**Education/Training:**

Equivalent to the completion of the twelfth grade supplemented by specialized training or college level course work in fleet maintenance or a related field.



**Experience:**

Five years of increasingly responsible, journey level experience in fleet maintenance including one year of lead supervisory responsibility.

**License or Certificate:**

Possession of an appropriate Class A driver's license within six (6) months of appointment.

Possession of an ASE Master Mechanic Certification.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting and shop environment; travel from site to site; exposure to noise, dust, grease, smoke, fumes, noxious odors, gases, and all types of weather and temperature conditions; exposure to hazardous traffic conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; incumbents may be required to respond to emergency and public calls after hours including evenings and weekends.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting and in a shop environment; to walk, stand, and sit for prolonged periods of time; to frequently stoop, bend, kneel, crouch, crawl, climb, reach, twist, grasp, and make repetitive hand movement in the performance of daily duties; to climb unusual heights on ladders; to lift, carry, push, and/or pull moderate to heavy amounts of weight; to operate assigned equipment and vehicles; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: September 2013

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

## LEAD COLLECTION SYSTEMS WORKER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

### **SUMMARY DESCRIPTION**

Under direction, leads, oversees, reviews, and participates in the more complex and difficult work of staff responsible for performing a variety of duties involved in the maintenance, operation, and repair of the City's wastewater collection system and lift stations; operates a variety of maintenance and construction equipment including a pressurized hydrocleaner and/or sewer vacuum truck; and performs a variety of technical tasks relative to assigned areas of responsibility.

When assigned to NPDES, also plans, assigns, reviews and evaluates the work of crews engaged in storm channel and storm drain maintenance activities, including: construction, maintenance and repair; oversees contract work; participates in actual work performed and performs related work as assigned.

### **DISTINGUISHING CHARACTERISTICS**

This is the advanced journey level class in the Collection Systems Worker series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series including providing lead supervision to assigned staff. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility. This class is distinguished from the Collection Systems Supervisor in that the Collection Systems Supervisor is the first-line supervisory level.

### **REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Lead, plan, train, and review the work of staff responsible for performing a variety of semi-skilled and skilled duties involved in the maintenance, operation, and repair of the City's wastewater collection system and lift stations, storm channel, detention basin, and storm drain construction, maintenance, and repairs; discuss work to be performed with supervisors; plan and implement crew assignments; assist maintenance staff in troubleshooting and performing the more complex maintenance and repair activities.
2. Train assigned employees in their areas of work including collection systems maintenance methods, procedures, and techniques.
3. Supervise the use, care, and operation of collection systems equipment including trucks, power tools, and equipment.
4. Request and organize bids from vendors.

**CITY OF ANTIOCH**  
**LEAD COLLECTIONS SYSTEM WORKER (CONTINUED)**

5. Work within a budget; code invoices for payment; verify completed work and recommend payment.
6. Verify the work of assigned employees for accuracy, proper work methods, techniques and compliance with applicable standards and specifications; ensure adherence to safe work practices and procedures.
7. Oversee and participate in marking and/or locating City utilities including water, collection, storm, and electrical lines; communicate with USA and outside utilities for routine and emergency evacuations.
8. Oversee and participate in cleaning wastewater collection system, storm drains, culverts, and catch basins; operate hydrocleaner and/or sewer vacuum truck to flush system; open clogs in lines; clean manholes and lift stations; operate electrical snake to unplug mains and laterals.
9. Oversee and participate in operating a variety of sewer cleaners, jet rodders, pressure washers, and TV inspection equipment in the inspection, maintenance, and construction of sewer lines and laterals.
10. Oversee and participate in responding to sanitary sewer overflows; perform necessary maintenance in order to minimize severity of overflows.
11. Respond to emergency calls as needed; locate problems and operate sewer cleaning equipment to clear stoppages.
12. Oversee and participate in inspecting sewage and storm water lift and pump stations; remove debris; disassemble and clean pumps when necessary.
13. Inspect, maintain, and operate a variety of heavy construction and maintenance equipment including a backhoe, dump truck, and other related equipment; perform daily inspection of trucks and related equipment and perform minor maintenance as necessary.
14. Oversee and participate in locating City sewer and storm drain assets; perform line locating and marking of collection systems throughout the City.
15. Assist in inspection of new construction as necessary.
16. Oversee and participate in retrofitting and replacing storm drain grates and install storm drain markers as necessary.
17. Oversee and participate in the performance of a variety of general maintenance and clean up duties as necessary including weed abatement and flood and erosion control.
18. Oversee and participate in the conduct of traffic control when working in high traffic areas of the City; install street barricades and cones prior to the performance of maintenance or repair activities; direct and control traffic around work sites.
19. Respond to public inquiries in a courteous manner; provide information within the area of assignment including explaining collection maintenance procedures; resolve complaints in an efficient and timely manner.

**CITY OF ANTIOCH**  
**LEAD COLLECTIONS SYSTEM WORKER (CONTINUED)**

20. Oversee and participate in preparing, maintaining, and/or submitting a variety of written records and reports.
21. Read maps and interpret plans, blue prints, specifications, and maintenance manuals.
22. Perform after-hours emergency work and on-call duties as assigned.
23. Estimate time, materials and equipment required for jobs assigned; requisitions materials as required.
24. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of Wastewater, N.P.D.E.S/Stormwater maintenance; incorporate new developments as appropriate into programs.
25. Follow and comply with pertinent federal, state, and local laws, codes, and regulations including laws and regulations relating to the City's Wastewater collection system, pesticide, and related hazardous materials management.
26. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Operational characteristics of the City's wastewater collection system.
- Principles of lead supervision and training.
- Advanced wastewater collection system preventative maintenance techniques and procedures.
- Tools and equipment used in the maintenance and repair of wastewater collection systems including jet rodder, televising equipment, vacuum truck, and chemical application equipment.
- Proper methods for cleaning heads, pipes, and fittings.
- Practices and procedures of traffic control including proper placement of cones, barricades and warning devices.
- Codes, permits and environmental protection regulations applicable to the work.
- Safety requirements for operation of trucks and other equipment.
- Industry mathematics.
- Basic principles and practices of record keeping.
- Occupational hazards and standard safety procedures.
- Pertinent federal, state, and local codes, laws, and regulations, particularly related to the City's Wastewater collection system, pesticide, and related hazardous materials management.

**Ability to:**

- Lead, organize, and review the work of staff.
- Instruct and direct proper work methods.
- Identify and implement effective courses of action to complete assigned work.
- Interpret, explain, and enforce department policies and procedures.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.

**CITY OF ANTIOCH  
LEAD COLLECTIONS SYSTEM WORKER (CONTINUED)**

- Participate in the recommendation and administration of assigned budgets.
- Plan and organize work to meet changing priorities and deadlines.
- Effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the unit.
- Provide input on employee performance.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Oversee and perform a variety of semi-skilled and skilled duties involved in the maintenance, operation, and repair of the City's wastewater collection system and lift stations.
- Use and operate vehicles and equipment, hand tools, and power tools and equipment required for the work in a safe and efficient manner.
- Perform minor mechanical repairs.
- Respond to collection system maintenance/repair emergencies.
- Perform a variety of tasks and heavy manual labor for extended periods of time and in unfavorable weather conditions.
- Operate an office computer and a variety of word processing and software applications.
- Estimate material and labor needs for maintenance projects.
- Read and interpret plans, maps, specifications, manuals, drawings, and blueprints.
- Ensure adherence to safe work practices and procedures including safety around work areas in high traffic.
- Set up a safe work site including cones, signs and directing traffic.
- Minimize public and employee safety hazards by conforming to required codes.
- Successfully operate various software programs as required using computers or other types of hand held devices.
- Work with the GIS mapping system and input finished work orders into the maintenance management system.
- Prepare and maintain records including time, material, and equipment use records.
- Exercise independent judgment and initiative without close supervision.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work, including the ability to interact effectively and courteously with the public, coworkers, and vendors.

**Education and Experience Guidelines**

**Education/Training:**

Equivalent to the completion of the twelfth grade supplemented by specialized training in collection system maintenance.

**Experience:**

Two years of journey level experience in the maintenance and repair of wastewater collection systems comparable to a Collection Systems Worker II with the City of Antioch.

**License or Certificate:**

Possession of an appropriate, valid Class B driver's license within 6 months of appointment.

Possession of a Grade II Collection System Maintenance certificate issued by the California Water Environment Association within one year of appointment.

Possession of a California Pest Control Applicators Certificate, Categories B & C with Aquatics Endorsement within one year of appointment.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in an outdoor field environment; travel from site to site; exposure to noise, dust, grease, smoke, fumes, noxious odors, gases, mechanical and electrical hazards, and all types of weather and temperature conditions; work in or around water; exposure to hazardous traffic conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; work at heights; incumbents may be required to respond to emergency and public calls after hours including evenings and weekends.

**Physical:** Primary functions require sufficient physical ability and mobility to work in a field environment; to walk, stand, and sit for prolonged periods of time; to frequently stoop, bend, kneel, crouch, crawl, climb, reach, twist, grasp, and make repetitive hand movement in the performance of daily duties; to climb unusual heights on ladders; to lift, carry, push, and/or pull moderate to heavy amounts of weight; to operate assigned equipment and vehicles; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Revised: September 2013

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

## LEAD WATER DISTRIBUTION OPERATOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### **SUMMARY DESCRIPTION**

Under direction, leads, oversees, reviews, and participates in the more complex and difficult work of staff responsible for the installation, maintenance, and repair of the water distribution system and non-potable water system; ensures an uninterrupted supply of quality potable and non-potable water to the customers of the City; operates and maintains a variety of heavy equipment and hand and power tools and equipment; ensures work quality and adherence to established policies and procedures; and performs a variety of technical tasks relative to assigned areas of responsibility.

### **DISTINGUISHING CHARACTERISTICS**

This is the advanced journey level class in the Water Distribution Operator series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series including providing lead supervision to assigned staff. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility. This class is distinguished from the Water Distribution Supervisor in that the Water Distribution Supervisor is the first-line supervisory level.

### **REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Lead, plan, train, and review the work of staff responsible for installation, maintenance, and repair of the water distribution system and non-potable water system; discuss work to be performed with supervisors; plan and implement crew assignments; assist maintenance staff in troubleshooting and performing the more complex maintenance and repair activities.
2. Train assigned employees in their areas of work including water distribution maintenance methods, procedures, and techniques.
3. Supervise the use, care, and operation of water distribution equipment including trucks, power tools and equipment.
4. Verify the work of assigned employees for accuracy, proper work methods, techniques and compliance with applicable standards and specifications; ensure adherence to safe work practices and procedures.
5. Oversee and participate in the installation, repair, and maintenance of the water distribution system and non-potable water system including system mains, valves, service lines, pipes, meters, hydrants, fittings, and other related apparatus; monitor and ensure compliance with City, state, and federal regulations regarding water system operations.
6. Oversee and participate in the installation of cathodic protection on copper service lines.

**CITY OF ANTIOCH**  
**LEAD WATER DISTRIBUTION OPERATOR (CONTINUED)**

7. Oversee and participate in marking and/or locating City utilities including water, collection, storm, and electrical lines; communicate with USA and outside utilities for routine and emergency evacuations.
8. Oversee and participate in exercising and maintaining distribution system valves using a variety of manual and motorized tools and equipment; modify and maintain air relief and blow off valves.
9. Oversee and participate in recording and performing unidirectional flushing of water distribution system water mains.
10. Oversee and participate in installing, inspecting, repairing, and maintaining all backflow devices; test devices as assigned.
11. Operate and maintain a variety of tools and equipment including backhoes, dump trucks, jack hammers, pavement saws, compressors, locaters, pneumatic tools, and hand and power tools; loads and unloads vehicles and equipment.
12. Oversee and participate in excavating and backfilling trenches; cut, break, and remove surfaces; dig, shovel, hauls, loads, and unloads materials.
13. Oversee and participate in assessing soil, trench, and surrounding conditions and installing proper shoring when required.
14. Create and implement traffic control plans; conduct traffic control when working in high traffic areas of the City; install street barricades and cones prior to the performance of maintenance or repair activities; direct and control traffic around work sites.
15. Coordinate and perform system shut downs for contract work and emergency situations; notify public with service interruption information.
16. May remove and make minor repairs to fences, landscaping, brick and concrete, and other private property affected by City easement work.
17. Perform emergency repairs as necessary; respond to emergency calls at irregular hours.
18. Respond to public inquiries and request in a courteous manner; provide information within the area of assignment including explaining water distribution procedures; resolve complaints in an efficient and timely manner.
19. Oversee and participate in preparing, maintaining, and/or submitting a variety of written records and reports.
20. Read maps and interpret plans, specifications, and maintenance manuals.
21. Perform after-hours emergency work and on-call duties as assigned.
22. Estimate time, materials and equipment required for jobs assigned; requisitions materials as required.
23. Work within a budget; code invoices for payment.



24. Perform related duties as required.

### **QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

#### **Knowledge of:**

- Operational characteristics of the City's water distribution systems.
- Principles of lead supervision and training.
- Advanced materials, methods, techniques, and terminology used in maintenance and repair activities related to the maintenance, installation, and repair of water distribution infrastructure.
- City construction details as they pertain to AWWA and/or other applicable standards.
- Tools and equipment used in the maintenance and repair of water distribution systems.
- Practices and procedures of traffic control including proper placement of cones, barricades and warning devices.
- Safety requirements for operation of trucks and other equipment.
- Industry mathematics.
- Basic principles and practices of record keeping.
- Occupational hazards and standard safety procedures.
- Pertinent federal, state, and local codes, laws, and regulations.

#### **Ability to:**

- Lead, organize, and review the work of staff.
- Instruct and direct proper work methods.
- Identify and implement effective courses of action to complete assigned work.
- Interpret, explain, and enforce department policies and procedures.
- Provide input on employee performance.
- Oversee and perform a variety of semi-skilled and skilled duties involved in the maintenance, installation, and repair of the City's water distribution infrastructure.
- Use and operate vehicles and equipment, hand tools, and power tools and equipment required for the work in a safe and efficient manner.
- Respond to distribution system maintenance/repair emergencies.
- Perform a variety of tasks and heavy manual labor for extended periods of time and in unfavorable weather conditions.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Estimate material and labor needs for maintenance projects.
- Read and interpret plans, maps, specifications, manuals, drawings, and blueprints.
- Ensure adherence to safe work practices and procedures including safety around work areas in high traffic.
- Set up a safe work site including cones, signs and directing traffic.
- Minimize public and employee safety hazards by conforming to required codes.
- Successfully operate various software programs as required using a computer or other types of hand held electronic devices.
- Prepare and maintain records including time, material, and equipment use records.
- Exercise independent judgment and initiative without close supervision.
- Understand and follow oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.

- Establish and maintain cooperative working relationships with those contacted in the course of work, including the ability to interact effectively and courteously with the public, coworkers and vendors.

### **Education and Experience Guidelines**

#### **Education/Training:**

Equivalent to the completion of the twelfth grade supplemented by specialized training in the maintenance and repair of water distribution systems.

#### **Experience:**

Two years of journey level experience in the installation, maintenance, and repair of water distribution systems comparable to a Water Distribution Operator II with the City of Antioch.

#### **License or Certificate:**

Possession of a D2 Water Distribution Operator Certificate issued by the Department of Public Health.

Possession of an appropriate, valid Class B driver's license.

Possession of a Backflow Prevention Devices Tester certificate issued by the American Water Works Association, or other City recognized Tester Certification.

Possession of a Traffic Control Certificate.

### **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in an outdoor field environment; travel from site to site; exposure to noise, dust, grease, smoke, fumes, noxious odors, gases, mechanical and electrical hazards, and all types of weather and temperature conditions; work in or around water; exposure to hazardous traffic conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; work at heights; incumbents may be required to respond to emergency and public calls after hours including evenings and weekends.

**Physical:** Primary functions require sufficient physical ability and mobility to work in a field environment; to walk, stand, and sit for prolonged periods of time; to frequently stoop, bend, kneel, crouch, crawl, climb, reach, twist, grasp, and make repetitive hand movement in the performance of daily duties; to climb on ladders; to lift, carry, push, and/or pull moderate to heavy amounts of weight; to operate assigned equipment and vehicles; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Revised: September 2013

CITY OF ANTIOCH  
LEAD WATER DISTRIBUTION OPERATOR (CONTINUED)

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

DRAFT

**STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE MEETING OF SEPTEMBER 10, 2013**

**Prepared by:** Ryan Graham, Community Development & Recreation Deputy Director 

**Date:** September 3, 2013

**Subject:** Amendment to the Fiscal Year 13/14 Master Fee Schedule

**RECOMMENDATION**

It is recommended that the City Council approve an amendment to the 13/14 Master Fee Schedule to include rental pricing for the new turf fields at Antioch Community Park.

**DISCUSSION**

The City of Antioch received grant funding from Measure WW to replace grass playing fields with synthetic turf fields at Antioch Community Park. These fields are flat open areas that can be used for soccer, football, and other similar uses.

Since the City has never had turf fields, a rental structure needs to be established for their use. Revenues from the use of these fields will be used for maintenance and eventual replacement of the turf.

Staff has surveyed other cities with turf fields and had discussions with user groups and recommends the following rental rates:

Youth Use NO Lights	Resident \$50.00/Hr.	Non-Resident \$60.00/Hr.
Youth Use With Lights	Resident \$65.00/Hr.	Non-Resident \$75.00/Hr.
Adult Use NO Lights	Resident \$60.00/Hr.	Non-Resident \$70.00/Hr.
Adult Use With Lights	Resident \$75.00/Hr.	Non-Resident \$85.00/Hr.

**FISCAL IMPACT**

Revenues from the use of these fields will be used for maintenance and eventual replacement of the turf.

**OPTIONS**

None identified.

**ATTACHMENTS**

A: Synthetic Playfield Survey

**RESOLUTION NO. 2013/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING THE MASTER FEE SCHEDULE TO INCLUDE RENTAL PRICING FOR THE NEW TURF FIELDS AT ANTIOCH COMMUNITY PARK**

**WHEREAS**, the City of Antioch received grant funding from Measure WW to replace grass playing fields with synthetic turf fields at Antioch Community Park

**WHEREAS**, it is determined that a rental structure needs to be established for use of the fields in order to provide a fund for maintenance and eventual replacement of the turf.

**WHEREAS**, the City Council considered this item at a regularly scheduled public meeting on September 10, 2013.

**NOW THEREFORE BE IT RESOLVED**, that the City Council hereby approves an amendment to the 13/14 Master Fee Schedule to include rental pricing for the new turf fields at Antioch Community Park.

Youth Use NO Lights	Resident \$50.00/Hr.	Non-Resident \$60.00/Hr.
Youth Use With Lights	Resident \$65.00/Hr.	Non-Resident \$75.00/Hr.
Adult Use NO Lights	Resident \$60.00/Hr.	Non-Resident \$70.00/Hr.
Adult Use With Lights	Resident \$75.00/Hr.	Non-Resident \$85.00/Hr.

\* \* \* \* \*

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of September, 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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

# ATTACHMENT "A"

## Synthetic Playfield Survey Hourly Rates with and without Lights

### City of Davis

Resident Fee:	\$52 per hour	*With lights \$69 per hour
Non-Resident Fee:	\$57 per hour	*With lights \$74 per hour
Youth Leagues:	\$26 per hour	*With lights \$43 per hour

### City of Dublin

Resident Fee:	\$58 per hour	*With lights \$91 per hour
Non-Resident:	\$96 per hour	*With lights \$136 per hour
Youth Leagues:	\$23 per hour	*With lights \$48 per hour

### City of Fremont

Resident Fee:	\$40 per hour	*With lights \$80 per hour
Non-Resident:	\$80 per hour	*With lights \$140 per hour
Youth Leagues:	\$20 per hour	*With lights \$40 per hour

### City of Elk Grove

Resident or Non-Resident Fee:	\$100 per hour	*With lights \$130
Non Profit Fee:	\$80 per hour	*With lights \$110 per hour

### City of Mountain View

Resident Fee:	\$70 per hour	
Non-Resident:	\$88 per hour	<u>*This facility does not have lights</u>

### City of Pittsburg

Adult Fees:	\$59 per hour	*With lights \$74 per hour
Youth Fees:	\$48 per hour	*With lights \$63 per hour

\*Additional Fees: \$10/Hour for profit groups

**STAFF REPORT TO THE ANTIOCH CITY COUNCIL FOR CONSIDERATION AT THE MEETING OF SEPTEMBER 10, 2013**

Prepared By: Dawn Merchant, Finance Director  
Date: September 3, 2013  
Subject: Loan and Reimbursement Agreement with the City of Antioch as Successor Agency to the Antioch Development Agency for Maintenance of Successor Agency Properties

**RECOMMENDATION**

Staff recommends that the City Council approve the Loan and Reimbursement Agreement with the City of Antioch as Successor Agency to the Antioch Development Agency for maintenance of Successor Agency properties and authorize the City Manager to sign the agreement.

**DISCUSSION**

Please see staff report and attachments for **Item N** on the Successor Agency agenda for discussion of this item.

**OPTIONS**

- A.** Approve the Loan and Reimbursement Agreement with City of Antioch as Successor Agency to the Antioch Development Agency for maintenance of Successor Agency properties and authorize the City Manager to sign the agreement.
- B.** Provide other direction to staff

**STAFF REPORT TO THE CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTI-IOCH DEVELOPMENT AGENCY  
Housing Successor to the Antioch Development Agency  
Consideration at the Meeting of September 10, 2013**

Prepared By: Dawn Merchant, Finance Director  
Date: August 29, 2013  
Subject: Recognized Obligation Payment Schedule for the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency

**RECOMMENDATION**

Staff recommends that the City as Successor Agency and Housing Successor to the Antioch Development Agency adopt the resolution approving the Recognized Obligation Payment Schedule for the period of January 2014 through June 2014 (ROPS 13-14B).

**DISCUSSION**

As a result of the passage of Assembly Bill 1X26, or Dissolution Act, as amended by Assembly Bill 1484, the City as Successor Agency to the Antioch Development Agency (Successor Agency) is required to prepare a Recognized Obligation Payment Schedule (ROPS) that outlines administrative, contractual and bonded indebtedness expenses of the Successor Agency every six months until all obligations of the former Antioch Development Agency are satisfied. The ROPS incorporates obligations on the Enforceable Obligations Schedule as approved by the City of Antioch as Successor Agency in January 2012.

The ROPS 13-14B for the period of January 2014 through June 2014 is required to be submitted to the Department of Finance (DOF) by October 1, 2013. A draft ROPS for this period is attached (Attachment A). The ROPS 13-14B will be used by the County Auditor-Controller to allocate property tax increment to the City as Successor Agency to pay the obligations listed on the ROPS due for the six month period. The ROPS 13-14B is subject to certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS 13-14B (Attachment A), detailing the continuing obligations of the former Antioch Development Agency with payments from January through June 2014. The ROPS is segregated into five pages, with the first page providing a summary of funding requested. The second page provides fund balance totals (which outlines any funds retained or being set aside for future approved obligations); the third page details all obligations of the City as Successor Agency and Housing Successor to be reimbursed either from the Redevelopment Property Tax Trust Fund established at the County level or the former low and moderate income housing fund of the Antioch Development Agency (shown in the Reserve Balance column); the fourth page provides a



reconciliation of authorized to actual expenditures for the approved January through June 2013 ROPS; and the fifth page provides notes to the obligations listed that the City wants to provide further clarification for.

An obligation has been added to this ROPS for the maintenance of Successor Agency properties that the DOF ordered to be returned to the Successor Agency by the City. The properties were conveyed to the City by the Antioch Development Agency in March 2011 prior to redevelopment dissolution. All transfers that occurred after January 1, 2011 were subject to review and approval by the DOF, and the DOF subsequently ruled that all but four out of 25 properties needed to be returned to the Successor Agency. These properties will be included in a Long Range Property Management Plan required to be completed under the legislation but until the properties are approved for ultimate disposition to the City or a third party, the City will continue providing maintenance on behalf of the Successor Agency which needs to be memorialized with a formal agreement with funding requested on a ROPS.

## **S U C C E S S O R A G E N C Y P R O P E R T I E S**

### **Due Diligence Review – Other Funds**

The Due Diligence Review for the remaining funds of the former development agency was approved by the Oversight Board on January 14, 2013 and submitted to the DOF. The DOF review subsequently determined that unallowable transfers were made to the City from the former Antioch Development and ordered the return of \$871,458 (representing \$831,458 in Marina Fund transfers and \$40,000 for a Monitoring Wells Capital Improvement Project) to the Successor Agency. Additionally, the DOF denied \$12,705 requested to retain for obligations that occurred after the first ROPS reporting period, and another \$1M in 2002 Lease Revenue Bond proceeds (which are secured by the former Antioch Development Agency) used for the Markley Creek Culvert project with the premise that those funds be returned and submitted on a future ROPS as an enforceable obligation. The letter also ordered the return of 25 former redevelopment agency parcels transferred to the City (see the next section for a discussion of the properties). The review resulted in \$884,163 in funds ordered to be returned to the Successor Agency to be remitted to the County Auditor-Controller. Staff requested a meet and confer on the decision and had a conference call with the DOF on April 10, 2013 to voice objections to the reversal of the transfers and provide additional justification. On May 1<sup>st</sup>, a determination letter regarding the meet and confer was received. The DOF reduced the unallowable amounts to \$803,883. Successor Agency staff has been in contact with the DOF since the last decision asking for further discussion regarding the transfers. We have received no communication from the DOF regarding our request since June 2013, and as such, the funds have not been returned by the City and remitted to the County. The \$1M will be requested on a future ROPS once the Successor Agency receives a finding of completion from the DOF. The finding of completion cannot be given until the issues regarding the DDR are resolved and funds, if applicable, are remitted.

## Property Transfers

In March 2011, the Antioch Development Agency transferred 25 parcels to the City. Nineteen of the 25 parcels are considered by the City to be in governmental use and the remaining six are considered to be held for redevelopment and subject to the property tax disposition plan requirements of the Dissolution Act. In August 2012, the Oversight Board confirmed the transfer of the 19 governmental use parcels from the Agency to the City. All Oversight Board actions are subject to the approval of the DOF. On November 2, 2012, the DOF sent a letter denying the transfer on the basis that the nineteen properties are not for governmental use (this includes parking for City Hall, Nick Rodriguez Senior Center, Waldie Plaza; the intermodal Amtrak station/bus stop; municipal boat launch; and the Hard House). A meet and confer request was submitted and the DOF agreed to a conference call with the City on February 14<sup>th</sup> to discuss the decision as the meet and confer process is not available for oversight board actions overturned by the DOF.

After several discussions and correspondence with the DOF and our legislators, the DOF sent a letter dated July 12<sup>th</sup> allowing the transfer of four properties to the City (Barbara Price Park/Marina Boat Launch, Amtrak station/bus stop, and Pier and Tidelands at the foot of I Street) and ordering the return of all remaining properties. Twenty-one properties in total have been moved by book entry from the City's property records to the Successor Agency's property records as of June 2013 and will be included in a Long Range Property Management Plan as discussed in the next section.

## Property Management Plan

Under AB 1484, successor agencies must submit a long-range property management plan for real property of the dissolved redevelopment agency within six months after a receipt of a Finding of Completion by the DOF (which has yet to be received for the City as Successor Agency). The plan must include an inventory of all property and address the use or disposition of each property. The consultant hired by the Successor Agency is currently working on the plan. The plan cannot be finalized until a Finding of Completion is received, and then it will be subject to DOF approval. A draft plan will be brought to the Successor Agency and Oversight Board once completed.

## Asset Transfer Review

Pursuant to Health and Safety Code section 34167.5, the State Controller's Office (SCO) is conducting asset transfer reviews of all former redevelopment agencies in the state. The purpose of the review is to determine whether any asset transfers occurred after January 1, 2011 between the city or any other public agency and the former redevelopment agency, whether any transfers made were allowable, and if the assets should be returned to the successor agency. The SCO conducted a review of the Antioch Development Agency at the end of August. Preliminary findings reported by the SCO to Successor Agency staff mirror the DOF findings regarding unallowable transfers: \$1M of 2002 Lease Revenue Bond proceeds transferred to the City for the Markley Creek Culver project; \$768,958 transferred to the Marina Fund to meet Department of Boating and Waterways loan conditions; and \$40,000 transferred to the City for the Monitoring Wells project (the DOF ultimately approved \$18,000 of this transfer but the SCO is disallowing the full amount). A draft report detailing the findings will be provided to the Successor Agency in approximately 30 days at which time, a written response will

be due from the Successor Agency within 10 days to be included in the final report issued by the SCO. Staff has provided the SCO preliminary written communication regarding the validity of the transfers that will be considered in drafting the report. The SCO has stated that they will conduct another review in approximately a year to determine the status of the findings and complete additional compliance testing under AB1484.

**ATTACHME TS**

- A** Resolution Approving the Recognized Obligation Payment Schedule for the Period of January 2014 through June 2014 (ROPS 13-14B).

SA RESOLUTION NO. 2013/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AS THE SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (“ROPS”) FOR THE SUCCESSOR AGENCY AND HOUSING SUCCESSOR FOR THE PERIOD OF JANUARY 2014 THROUGH JUNE 2014 (ROPS 13-14B)**

**Whereas**, pursuant to the Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq.*), on July 15, 1975, the City Council of the City of Antioch (“City”) adopted the Antioch Community Redevelopment Plan (as amended) , which set forth the Redevelopment Plan of the Antioch Community Redevelopment Project Area to be implemented by the Antioch Development Agency (“Agency”); and

**Whereas**, in June 2011, as part of the 2011-2012 State budget bill, the California State Legislature enacted, and the Governor signed, Assembly Bill 1X 26 to dissolve redevelopment agencies; and

**Whereas**, given the State-mandated dissolution of the Antioch Development Agency on February 1, 2012 pursuant to Assembly Bill 1x 26, the City Council adopted a resolution confirming its intention to serve as the Successor Agency to the Antioch Development Agency (“Successor Agency”) and as Housing Successor (“Housing Successor”), pursuant to California Health and Safety Code section 34173(d); and

**Whereas**, Health and Safety Code section 34177(1)(1) provides that Successor Agencies are required to prepare a Recognized Obligation Payment Schedule (“ROPS”) before each six-month fiscal period identifying enforceable obligations and sources of payment; and

**NOW THEREFORE BE IT RESOLVED THAT** the City Council of the City of Antioch as the Successor Agency and Housing Successor to the Antioch Development Agency hereby approves the attached Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency and Housing Successor for the period of January 2014 through June 2014 (ROPS 13-14B).

\* \* \* \* \*

The foregoing resolution was passed and adopted by the City Council of the City of Antioch as the Successor Agency and Housing Successor to the Antioch Development Agency at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2013 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**

\_\_\_\_\_  
ARNE SIMONSEN, RECORDING SECRETARY

**Recognized Obligation Payment Schedule (ROPS 13-14B) - Summary**

Filed for the January 1, 2014 through June 30, 2014 Period

Name of Successor Agency: Antioch  
 Name of County: Contra Costa

<u>Current Period Requested Funding for Outstanding Debt or Obligation</u>	<u>Six-Month Total</u>
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPPTF) Funding</b>	
<b>A Sources (B+C+D):</b>	<b>\$ 2,400</b>
B Bond Proceeds Funding (ROPS Detail)	-
C Reserve Balance Funding (ROPS Detail)	2,400
D Other Funding (ROPS Detail)	-
<b>E Enforceable Obligations Funded with RPPTF Funding (F+G):</b>	<b>\$ 1,751,833</b>
F Non-Administrative Costs (ROPS Detail)	1,626,833
G Administrative Costs (ROPS Detail)	125,000
<b>H Current Period Enforceable Obligations (A+E):</b>	<b>\$ 1,754,233</b>

<b>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPPTF Requested Funding</b>	
I Enforceable Obligations funded with RPPTF (E):	1,751,833
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column U)	-
<b>K Adjusted Current Period RPPTF Requested Funding (I-J)</b>	<b>\$ 1,751,833</b>

<b>County Auditor Controller Reported Prior Period Adjustment to Current Period RPPTF Requested Funding</b>	
L Enforceable Obligations funded with RPPTF (E):	1,751,833
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AB)	-
<b>N Adjusted Current Period RPPTF Requested Funding (L-M)</b>	<b>1,751,833</b>

Certification of Oversight Board Chairman:  
 Pursuant to Section 34.177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

_____ Name	_____ Title
_____ /s/	_____ Date
_____ Signature	_____ Date









### Recognized Obligation Payment Schedule 13-14B - Notes

January 1, 2014 through June 30, 2014

Item #	Notes/Comments
12	Amount reported for six month period estimate of amount to be paid, based on one half of maximum allowable allowance that may be claimed.
6	Amount reported for six month period estimate of amount to be paid.
8	The original source of funds were funds allowed to be retained per LMHIF DDR. This is now reported under reserves balance. This is also reported in the Fund Balances sheet detailing remaining amount held for enforceable obligation.
5	\$276,749 of this amount had been claimed on ROPS 13-14A but County remittance of funds was not sufficient to cover this obligation, therefore included in 13-14B reporting period.
16	This project was paid for with bond proceeds from the 2002 Lease Revenue Bonds. Transfer of funds took place after January 1, 2011. DOF determination on transfer stated that this can be requested on a subsequent ROPS after a finding of completion is received. This is being added as an obligation but no funding requested pending a finding of completion. There are three contracts associated with project, with June 15, 2011 being earliest date.
15	The DOF overturned Oversight Board action approving this enforceable obligation stating that it may be requested beginning with ROPS 14-15A once a finding of completion is received and residual tax amounts are known for both the ROPS 13-14A and ROPS 13-14B distributions. This obligation is currently pending.
13, 14	Items should be removed from ROPS as DOF determined should be paid out of administrative allowance and obligations have been paid.
9-11	Items should be removed from ROPS as for LMHIF obligations now with Housing Successor. Funds were not allowed to be retained to pay for.
3	Bonds fully matured as of 1/1/14. Obligation should be removed from ROPS.
17	Loan and reimbursement agreement with City of Antioch for maintenance of successor agency properties. Amount claimed represents reimbursement for costs already incurred and expected to incur through 6/30/14. Amounts may be advanced in the future beyond current obligation listed until properties disposed of.

**STAFF REPORT TO THE CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE  
ANTIOCH DEVELOPMENT AGENCY FOR CONSIDERATION AT THE MEETING OF  
SEPTEMBER 10 2013**

Prepared By: Dawn Merchant, Finance Director  
Date: August 29, 2013  
Subject: Loan and Reimbursement Agreement with the City of Antioch for  
Maintenance of Successor Agency properties

**REC MME DATA**

Staff recommends that the City as Successor Agency adopt a resolution approving the loan and reimbursement agreement with the City of Antioch for maintenance of Successor Agency properties and authorize the Mayor to sign the agreement.

**DISC SSI**

In March 2011, the Antioch Development Agency transferred 25 parcels to the City through a property conveyance agreement. Subsequently, the Department of Finance (“DOF”) directed that those 25 parcels be transferred to the City as Successor Agency so that they could be sold to generate revenue from the State and taxing entities (e.g. School District, Fire District, County) as part of the dissolution of redevelopment agencies statewide. DOF took this position despite the local Oversight Board composed of members of the local taxing entities agreeing that the properties were in governmental use and should stay in City ownership. The City tried repeatedly to have DOF reconsider its position and allow the properties to remain in governmental use, such as the Lynn House/Hard House, parking lots for City Hall, the Senior Center and Waldie Plaza, and the Marina boat launch, as evidenced by the attached letters to DOF. In July 2013, DOF eventually ordered the return of 21 of those parcels to the Successor Agency to be included in a long-range property management plan required to be completed under the Redevelopment Dissolution Act. The DOF determined that four of the parcels met the definition of “governmental purpose” and were allowed to be transferred to the City. Unfortunately, the four parcels did not include the Lynn House/Hard House or any parking lots including those for City Hall, Waldie Plaza or the Nick Rodriguez/Senior Center.

Pursuant to the Dissolution Act, the Successor Agency assumed all of the former Antioch Development Agency’s assets and obligations, and with the return of the parcels previously conveyed to the City prior to dissolution, the Successor Agency has, and will continue to incur costs associated with maintaining the 21 properties which include maintenance, security and other similar costs until such time that the properties can be disposed of in accordance with the requirements of the Dissolution Act.

As the Successor Agency has no revenue stream other than payment from the Contra Costa County Auditor-Controller for enforceable obligations as listed on approved Recognized Obligation Payment Schedules (ROPS), the only option to pay for the maintenance of the properties is to enter into an agreement with the City to pay for the maintenance and be reimbursed. The agreement is structured as a loan from the City to

the Successor Agency to pay for the maintenance costs incurred. This will create an enforceable obligation of the Successor Agency which can then be claimed on the next ROPS (13-14B) for repayment of the loan for the actual maintenance costs paid by the City on behalf of the Successor Agency. This agreement will be taken to the Oversight Board to the Successor Agency to request approval on September 16<sup>th</sup>. Even if the Oversight Board approves the agreement, DOF still considers that it has final approval regarding the agreement.

**PTI S**

- A** Adopt resolution approving Loan and Reimbursement Agreement with City of Antioch for maintenance of Successor Agency properties
- B** Provide other direction to staff

**ATTACHMENTS**

- 1** Resolution approving Loan and Reimbursement Agreement with the City of Antioch for Maintenance of Successor Agency Properties
- 2** Letters dated March 5, 2013 and July 23, 2013 to the Department of Finance regarding the Governmental Use of the former Redevelopment Agency Properties
- 3** Letter dated July 12, 2013 from Department of Finance

SA RESOLUTION NO. 2013/

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AS THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY APPROVING A LOAN AND REIMBURSEMENT AGREEMENT WITH THE CITY OF ANTIOCH FOR THE MAINTENANCE OF SUCCESSOR AGENCY PROPERTIES**

**Whereas**, pursuant to the Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq.*), on July 15, 1975, the City Council of the City of Antioch (“City”) adopted the Antioch Community Redevelopment Plan (as amended) , which set forth the Redevelopment Plan of the Antioch Community Redevelopment Project Area to be implemented by the Antioch Development Agency (“Agency”); and

**Whereas**, in June 2011, as part of the 2011-2012 State budget bill, the California State Legislature enacted, and the Governor signed, Assembly Bill 1X 26 to dissolve redevelopment agencies; and

**Whereas**, given the State-mandated dissolution of the Antioch Development Agency on February 1, 2012 pursuant to Assembly Bill 1x 26, the City Council adopted a resolution confirming its intention to serve as the Successor Agency to the Antioch Development Agency (“Successor Agency”) pursuant to California Health and Safety Code section 34173(d); and

**Whereas**, the Successor Agency has assumed all of the former Antioch Development Agency’s assets and obligations, including property; and

**Whereas**, the Successor Agency has incurred certain costs associated with maintaining the former redevelopment agency’s properties and will continue to incur such costs until the properties can be disposed of in accordance with a long-range property management plan as required under Assembly Bill 1X 26; and

**Whereas**, the City of Antioch has agreed to advance the cost of maintenance of the properties to the Successor Agency pursuant to the attached Loan and Reimbursement Agreement; and

**NOW THEREFORE BE IT RESOLVED THAT** the City Council of the City of Antioch as the Successor Agency to the Antioch Development Agency hereby approves the attached Loan and Reimbursement Agreement with the City of Antioch for the maintenance of Successor Agency properties.

\* \* \* \* \*

The foregoing resolution was passed and adopted by the City Council of the City of Antioch as the Successor Agency to the Antioch Development Agency at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2013 by the following vote:

**ATTACHMENT 3**

**AYES:**

**NOES:**

**ABSENT:**

---

ARNE SIMONSEN, RECORDING SECRETARY

**L A A D REIMB RSME T AGREEME T  
City Advance to Successor Agency**

This Loan and Reimbursement Agreement (the "Loan Agreement") is made and entered into as of \_\_\_\_\_, 2013, by and between the City of Antioch, a municipal corporation (the "City"), and the Antioch Successor Agency, the successor to the former Antioch Development Agency ("Successor Agency").

**RECITALS**

WHEREAS, pursuant to AB1x 26 (the "Dissolution Act"), the Successor Agency assumed all of the former Antioch Development Agency's ("Former RDA") assets and obligations, including all property previously owned by the Former RDA ("Former RDA Property") which was composed of 25 parcels prior to July 12, 2013 as more specifically set forth in Exhibit A attached and composed of 21 parcels after July 12, 2013 as more specifically set forth in Exhibit B attached hereto and incorporated herein.

WHEREAS, the Successor Agency has incurred certain costs associated with maintaining the Former RDA's properties which costs include maintenance, security and other associated costs.

WHEREAS, the City has previously advanced to the Successor Agency funds to pay the costs associated with maintaining the Former RDA Properties and the City is prepared to make a cash flow loan to the Successor Agency for those costs incurred in the future related to the Former RDA Properties until such time as the Successor Agency can dispose of the Former RDA Properties provided such fund are reimbursed by the Successor Agency upon receipt by the Successor Agency of Redevelopment Property Tax Trust Funds ("RPTTF").

WHEREAS, the Successor Agency prepared a ROPS for the period between January 1, 2014 and June 30, 2014 (the "ROPS 13-14B"); and

WHEREAS, the Dissolution Act created an oversight board ("Oversight Board") to oversee the wind down of the Antioch Community Development Agency; and

WHEREAS, on \_\_\_\_\_, 2013, the Oversight Board approved the ROPS 13-14B; and

WHEREAS, on September 10, 2013, the Successor Agency further requested that the Oversight Board approve this proposed loan and reimbursement agreement

between the City and the Successor Agency pursuant to Health & Safety Code Section 34173(h), (the "Loan") for the purpose of reimbursing the City of costs incurred to maintain the Former RDA Properties; and

WHEREAS, pursuant to Health & Safety Code Section 34173(h), the ROPS 13-14B reflected the receipt of the Loan from the City and the use of the Loan to pay certain obligations of the Successor Agency; and

WHEREAS, at its \_\_\_\_\_, 2013 meeting the Oversight Board authorized the Successor Agency to enter into this Loan Agreement with the City pursuant to the authority granted by Health & Safety Code Sections 34173(h) and 34180(h); and

WHEREAS, the City and the Successor Agency have determined that entering into this Loan Agreement is in the best interests of the City and the Successor Agency.

**W THEREF RE**, in consideration of the promises and the mutual agreements herein contained, the parties hereto do hereby agree as follows. The foregoing recitals are hereby incorporated by reference and made part of this Loan Agreement.

**ARTICLE I**

**L A P R V I S I S**

**Section 1 01**            **Loan.** The City has previously advanced to the Successor Agency funds in the principal amount of \$116,629 related to maintenance of the Former RDA Properties and further agrees to lend to the Successor Agency the principal amount of \$192,092 (the "Loan") for the purposes set forth in Section 1.03. The City further agrees to provide additional advances on the Loan to pay costs associated with the maintenance of the Former RDA Properties as such costs are incurred by the Successor Agency.

**Section 1 02**            **Interest.**

(a)    Interest. Interest on the Loan shall accrue as of the Effective Date, continuing until such time as the Loan is repaid in full, at a rate equal to the interest rate applicable to funds on deposit in the Local Agency Investment Fund, compounded annually.

(b)    Default Interest. In the event of a Default, interest on the Loan shall begin to accrue as of the date of Default and continuing until such time as the Loan is repaid in full or the Default is cured, at the default rate of the lesser of eight

percent (8%) per annum, compounded annually (the "Default Rate") or the highest rate permitted by law.

**Section 1 03                    se of Loan Funds** The Successor Agency shall use the Loan for the for the purpose of paying costa associated with maintaining the Former RDA Properties until such time as the Former RDA Properties can be disposed of in accordance with the requirements of the Dissolution Act. .

**Section 1 04                    Repayment of Loan.**

(a) Pursuant to Health & Safety Code Section 34173(h), the Loan is an enforceable obligation of the Successor Agency and is payable on January 2 and June 1 of each year from the RPTTF maintained by the Contra Costa County Auditor-Controller for the purpose of paying enforceable obligations of the Successor Agency.

(b) The Loan shall be set forth in full as an enforceable obligation of the Successor Agency on the ROPS for the period from January 1, 2014 through June 30, 2014 (the "ROPS 13-14B"). Additional advances on the Loan pursuant to Section 1.01 shall be listed on the ROPS prepared and approved subsequent to such advance being made by the City. The Loan shall be due and payable in full from the Successor Agency's Redevelopment Obligation Retirement Fund ("RORF") following the January 2, 2014 payment to the RORF by the Contra Costa County Auditor-Controller. However, should the Successor Agency receive insufficient funds from the RPTTF to pay all costs shown on the ROPS 13-14B, then the amount due and payable on the Loan shall equal the amount deposited into the RORF less all other approved costs shown on the ROPS 13-14B, and the balance of any principal and interest due on the Loan shall be due and payable in full on the next ROPS. Any future advance on the Loan shall be due and payable in full from the RORF following the payment to the RORF by the Contra Costa County Auditor-Controller associated with the ROPS on which such future advance was listed.

(c) The procedure described in subsection (b) of this Section shall continue to be followed for each ROPS until the principal and interest due on the Loan are paid in full. Any remaining principal and interest due on the Loan shall continue to be shown as an enforceable obligation on each ROPS until the Successor Agency has received sufficient funds to pay all principal and interest due on the Loan.

(d) All Loan payments shall first be used to pay all accrued interest and then to reduce the principal balance.

**Section 1 05                    ptional Prepayment of the Loan.** The Successor Agency shall have the right to prepay the unpaid principal and interest of the Loan at any time.

**Section 1 06                    Books and Accounts Financial Statements.** The Successor Agency will keep, or cause to be kept, proper books of record and accounts



showing the use of the Loan funds, the amount of any future advances on the Loan, interest due on the Loan, Loan repayments, and principal and interest outstanding.

## ARTICLE II

### DEFAULT REMEDIES

**Section 2 01**            **Event of Default.** Failure by the Successor Agency to pay the principal or interest on the Loan when due and payable shall constitute a Default. The City shall be entitled to exercise any and all remedies at law and equity in the event of a Default.

**Section 2 02**            **o Waiver** A waiver of any Default by the City shall not affect any subsequent Default or impair any rights or remedies on the subsequent default.

**Section 2 03**            **Remedies not Exclusive** No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

## ARTICLE III

### MISCELLANEOUS

**Section 3 01**            **o Merger.** In entering into this Loan Agreement, the City is acting in its capacity as a municipal corporation, and, pursuant to Health & Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City; and both the City and the Successor Agency are acting pursuant to the specific authority granted by the Oversight Board and by Health & Safety Code Sections 34173(h) and 34180(h) authorizing agreements between the City and the Successor Agency. In consequence, the parties to this Loan Agreement are not merged.

**Section 3 02**            **Successor is Deemed Included in All References to Predecessor.** Whenever in this Loan Agreement either the Successor Agency or the City is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Loan Agreement contained by or on behalf of the Successor Agency or the City shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**Section 3 03**            **Amendment.** This Loan Agreement may be amended by the parties hereto but only by a written instrument signed by both parties and with the approval of the Oversight Board.

**Section 3 04**            **Effective Date** This Loan Agreement shall take effect upon approval by the Oversight Board and, following that approval, at the time and in the manner prescribed in Health & Safety Code Section 34179(h) (the "Effective Date").

**Section 3 05**            **Severability** If any Section, paragraph, sentence, clause or phrase of this Loan Agreement shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Loan Agreement. The City and the Successor Agency hereby declare that they would have adopted this Loan Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the Loan irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Loan Agreement may be held illegal, invalid or unenforceable.

I WITNESS WHEREOF the City of Antioch and the Successor Agency have caused this Agreement to be signed by their respective officers.

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

Approved:

Date:

\_\_\_\_\_  
Jim Jakel, City Manager

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynn Tracy Nerland, City Attorney

\_\_\_\_\_

**ANTIOCH SUCCESSOR AGENCY**  
**the successor to the former Antioch Development Agency**  
**SUCCESSOR AGENCY**

Approved:

Date:

\_\_\_\_\_  
Title

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, Successor Agency Attorney

\_\_\_\_\_

**E HIBIT A****S CCESS R AGE C PARCELS PRI R T L 12 2013****Future Development Parcels 6 Parcels**

APN	Address	Description
065-010-006	209 Fulton Shipyard Rd.	Vacant parcel near existing Boat Ramp known as "Rodger's Point"
066-051-001	"F" St., west of Birthplace of Antioch monument	Vacant parcel
066-051-002	500 W. Second St., corner of W. Second and "F" Streets	Vacant parcel
066-092-001	801 W. Second St.	Vacant parcel known as "Old Hotel" site
066-092-014	W. Second St.	Vacant parcel known as "Old Hotel" site
066-102-010	Prospects Way	Wetlands behind former Antioch Radiator Shop at intersection of W. Second St. and Prospects Way

**Redeveloped Parcels 19 Parcels**

APN	Address	Description
066-010-006	"L" St. and Marina Plaza	Formerly Barbara Price Park, in progress Boat Launch Facility
066-010-007	"L" St. and Marina Plaza	Formerly Barbara Price Park, in progress Boat Launch Facility
066-010-014	W. First St.	Amtrak Train Station/Public Bus Stop.
066-020-010	None	Public Access – Pier at Riverview Lodge
066-052-003	W. Second and "E" St.	Senior Center overflow parking lot primarily used for City of Antioch Senior Center employees, members, volunteers.
066-053-002	W. Third St.	Nick Rodriguez Community Center parking lot primarily used for employees, officials and visitors to the Nick Rodriguez Community Center, as well as overflow parking for the City of Antioch Senior Center.
066-061-009	"I" St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.
066-061-010	W. Third St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.

E HIBIT A Continued

## S CCESS R AGE C PARCELS PRI R T L 12 2013

## Redeveloped Parcels 19 Parcels Continued

APN	Address	Description
066-062-016	W. Third St.	Public parking in lieu of dedicated on-site parking (per Parking District No. 1 adopted in 1957 as a means of encouraging Downtown development by eliminating both the burdensome cost and parcel square footage reduction caused by on-site parking requirements).
066-071-005	W. Second St.	City Hall overflow parking lot and patron parking for the El Campanil Theatre, primarily used for employees, officials and visitors to both City Hall and the El Campanil Theatre.
066-072-020	608 W. Third St.	City Hall parking lot primarily used for employees, officials and visitors to City Hall.
066-082-005	101 "I" St.	Waldie Plaza Park parking lot primarily used by park visitors.
066-082-006	"I" St.	Waldie Plaza Park parking lot primarily used by park visitors.
066-082-007	"I" St.	Waldie Plaza Park parking lot primarily used by park visitors.
066-091-015	809 W. First St.	Lynn/Hard House parcel that houses the Arts & Cultural Foundation of Antioch's <i>Lynn House Gallery</i> and the state- and federally-registered historic <i>Roswell Butler Hard House</i> .
066-107-001	308 "I" St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.
066-107-003	314 "I" St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.
066-107-010	807 W. Third St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.
066-107-011	302 W. "I" St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.

**E HIBIT B****S CCESS R AGE C PARCELS AFTER L 12 2013****Future Development Parcels 6 Parcels**

APN	Address	Description
065-010-006	209 Fulton Shipyard Rd.	Vacant parcel near existing Boat Ramp known as "Rodger's Point"
066-051-001	"F" St., west of Birthplace of Antioch monument	Vacant parcel
066-051-002	500 W. Second St., corner of W. Second and "F" Streets	Vacant parcel
066-092-001	801 W. Second St.	Vacant parcel known as "Old Hotel" site
066-092-014	W. Second St.	Vacant parcel known as "Old Hotel" site
066-102-010	Prospects Way	Wetlands behind former Antioch Radiator Shop at intersection of W. Second St. and Prospects Way

**Redeveloped Parcels 15 Parcels**

APN	Address	Description
066-052-003	W. Second and "E" St.	Senior Center overflow parking lot primarily used for City of Antioch Senior Center employees, members, volunteers.
066-053-002	W. Third St.	Nick Rodriguez Community Center parking lot primarily used for employees, officials and visitors to the Nick Rodriguez Community Center, as well as overflow parking for the City of Antioch Senior Center.
066-061-009	"I" St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.
066-061-010	W. Third St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.
066-062-016	W. Third St.	Public parking in lieu of dedicated on-site parking (per Parking District No. 1 adopted in 1957 as a means of encouraging Downtown development by eliminating both the burdensome cost and parcel square footage reduction caused by on-site parking requirements).

E HIBIT B Continued

## S CCESS R AGE C PARCELS AFTER L 12 2013

## Redeveloped Parcels 15 Parcels Continued

APN	Address	Description
066-071-005	W. Second St.	City Hall overflow parking lot and patron parking for the El Campanil Theatre, primarily used for employees, officials and visitors to both City Hall and the El Campanil Theatre.
066-072-020	608 W. Third St.	City Hall parking lot primarily used for employees, officials and visitors to City Hall.
066-082-005	101 "I" St.	Waldie Plaza Park parking lot primarily used by park visitors.
066-082-006	"I" St.	Waldie Plaza Park parking lot primarily used by park visitors.
066-082-007	"I" St.	Waldie Plaza Park parking lot primarily used by park visitors.
066-091-015	809 W. First St.	Lynn/Hard House parcel that houses the Arts & Cultural Foundation of Antioch's <i>Lynn House Gallery</i> and the state- and federally-registered historic <i>Roswell Butler Hard House</i> .
066-107-001	308 "I" St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.
066-107-003	314 "I" St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.
066-107-010	807 W. Third St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.
066-107-011	302 W. "I" St.	City Hall overflow parking lot primarily used for employees, officials and visitors to City Hall.



March 5, 2013

Steve Szalay  
Local Government Consultant  
California Department of Finance  
915 L Street  
Sacramento, CA 95814-3706

Evelyn Suess  
Local Government Unit  
California Department of Finance  
915 L Street  
Sacramento, CA 95814-3706

**Re: Department of Finance's Objection to Oversight Board Action**

Dear Mr. Szalay and Ms. Suess:

The City of Antioch is responding to the phone discussion on February 14, 2013 and follow-up email on February 21, 2013 from Ms. Suess requesting further documentation that the 19 parcels conveyed from the Antioch Development Agency to the City of Antioch, including parking lots for City Hall, Nick Rodriguez Community Center/Senior Center and Waldie Plaza Park, the Amtrak/Bus Depot and municipal boat ramp, are indeed in governmental use. In particular, Ms. Suess requested agreements and resolutions related to the construction and use of each of the 19 parcels, in addition to the title reports and parcel information already provided.

As we discussed, in March 2011, the Antioch Development Agency conveyed 25 parcels to the City of Antioch pursuant to a Property Conveyance Agreement (already provided to the Department of Finance). Many of these parcels had been in governmental operation for years, maintained by the City, operated by the City with the City handling any claims from these properties and transferred from the Agency's financial books; but the final step of recording a deed to transfer title had simply not occurred. Accordingly, of the 25 parcels conveyed, 19 were considered developed properties in City use. The other 6 parcels were deemed for redevelopment with the Property Conveyance Agreement calling for any future funds paid for these 6 parcels to be returned to the Agency, and now presumably the taxing entities.

In August 2012, the Successor Agency requested the Oversight Board's confirmation of the transfer of the 19 developed properties to the City. Title reports and parcel reports were provided to the Oversight Board (and the Department of Finance). The Oversight Board, being familiar with the properties including the City Hall parking lot in question, unanimously confirmed the transfer of the 19 parcels as assets in governmental use, pursuant to the language and non-exclusive examples provided in California Health and Safety Code section 34181(a).

Nonetheless, the Department of Finance disregarded the opinion of the representatives of the local taxing entities and sent a short letter dated November 2, 2012 stating that the Oversight Board was wrong and the 19 parcels "are currently not being used for a governmental purpose."



Letter to Steve Szalay and Evelyn . . . re: Transfer of Property  
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With the assistance of Senator DeSaulnier's Office, a phone conference with you was held on February 14, 2013, which Lupe Schoenberger and Malcom Brudigam also attended. As we started going through the list of 19 parcels, we understood that Mr. Szalay agreed that the parking lots for City Hall and the Nick Rodriguez Community Center/Senior Center and the Amtrak train station/bus stop were in governmental use. Rather than go through the remaining 13 parcels over the phone, Mr. Szalay indicated that his staff would review the matter further and respond to the City in two weeks. Ms. Sues then sent her email seeking further documentation.

City staff understands that the State decided to dissolve redevelopment and spend those funds on other obligations. We are trying to comply with these new laws and procedures in good faith, despite a 40% reduction in staff here and ongoing weekly furloughs not helped by the State's dissolution of redevelopment. Nonetheless, I enclose staff reports, resolutions and minutes that from the 1970s and 1980s, which are segregated by parcel number/address.

I am also enclosing a copy of the initial Antioch Redevelopment Plan adopted in 1975 and amended in 1979. You will see that a major theme in this Plan was the creation of a Civic Center (not just a City Hall) that would include parking, parks and historic buildings like the Lynn House and Hard House, as well as waterfront facilities like the Marina Boat Launch:

Section 202 (Page 11-1): "New public facilities called for by the Community Facilities Element include a Civic Center and a historic building. However, it is the intent of the Plan to develop, wherever appropriate, small public and private mini-parks or plazas."

Section 502 (Page V-1) ". . . a high priority for the redevelopment area is the construction of a new Civic Center site. . . The complex would be provided with adequate parking and would house both the administrative and legislative functions of the City . . ."

Section 503 (Page V-1) "In addition to the Civic Center Complex as set forth above, it is anticipated that certain other public improvements may be desirable in the future for the purpose of benefitting the Project Area. Such improvements may include, but are not necessarily limited to, other public service buildings; construction or reconstruction of major streets necessary for proper circulation; grade separations and traffic controls for improved traffic movement; off-street parking facilities; pedestrian malls; landscaping and streetscapes; waterfront facilities' and other public facilities which serve and benefit the Project Area."

Section 1001 (Page X-1) "Real property may be conveyed by the Agency to the City or any other public body without charge."

It is evident from these provisions and the entire Redevelopment Plan that a key goal of the Plan was the Agency developing the Civic Center complex downtown to be ultimately owned, operated and maintained by the City. Although a specific, separate written agreement between the City and Agency from the 1970s has not been found, the Agency Board Members and City Council Members were the same individuals and the City would also approve Redevelopment Plan actions, pursuant to the Redevelopment laws in the California Health and Safety Code.

Letter to Steve Szalay and Evelyn      ss re: Transfer of Property  
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Accordingly, there was an understanding that these properties being developed into the Civic Center complex downtown including the waterfront/marina improvements, public parking and historic houses/museums would be ultimately owned, operated and maintained by the City.

The enclosed Implementation Plan for the City of Antioch Development Agency for fiscal years 1995-1999 reflects the progress in meeting this key goal of the Redevelopment Plan for which tax increment revenues were spent including improvements to the Marina and Marina Park, acquiring the Lynn and Hard Houses (historical houses); developing the Amtrak/bus station; developing 6 public parking lots; building a City Hall; and building a community center.

These parking lots (which have no meters or charge) are particularly important to the older downtown area. In addition to serving as the only parking lots for various governmental facilities envisioned as part of the Civic Center (City Hall, Community Center, Amtrak/bus intermodal transportation center, historic houses/arts center, Waldie Plaza Park, public boat launch), the City adopted reduced parking requirements for other uses in the downtown area starting in the 1950s to spur redevelopment in the older downtown portion of Antioch. For 60 years, other uses have been approved downtown with limited or no on-site parking on the premise that parking would be available at the various public parking lots maintained by the City (and presumed owned by the City until the recent dissolution of redevelopment revealed that title was still held in the name of the Antioch Development Agency).

It is evident from this historical record as well as current knowledge that the representatives of the taxing entities who sit on the Oversight Board were correct in determining that the 19 parcels conveyed to the City have been, and currently are, in governmental use. Therefore, the City of Antioch as Successor Agency again respectfully requests that the Department of Finance allow these 19 parcels to remain in governmental use and not force the City to sell off the parking lot to City Hall, the parking lot for the Nick Rodriguez Community Center/Senior Center, the Amtrak train and bus station, the historic Lynn House and Hard House, the Municipal Boat Launch Facility and the remaining parcels described above and in more detail in the enclosed materials.

Sincerely yours,



LYNN TRACY NERLAND

City Attorney

Enc.

cc: Lupe Schoenberger, Senator Mark DeSaulnier's Office  
Malcom Brudigam, Senator Mark DeSaulnier's Office

Mayor and City Council Members  
Jim Jakel, City Manager  
Dawn Merchant, Finance Director

Oversight Board of the City of Antioch as Successor Agency to the Antioch  
Development Agency



July 23, 2013

Steve Szalay  
Local Government Consultant  
California Department of Finance  
915 L Street  
Sacramento, CA 95814-3706

Justyn Howard  
Assistant Program Budget Manager  
California Department of Finance  
915 L Street  
Sacramento, CA 95814-3706

Re: **Department of Finance's Objection to Oversight Board Action**

Dear Mr. Szalay and Mr. Howard:

The City of Antioch received your letter of July 12, 2013 (attached) responding to City's letter of March 5, 2013 (attached) regarding 19 parcels conveyed from the Antioch Development Agency to the City of Antioch in March 2011, including the parcel housing the Antioch Arts and Cultural Foundation/Lynn House Art Gallery/ Hard House, the Amtrak/Bus Depot, municipal boat ramp and parking lots for City Hall, the Senior Center and Waldie Plaza Park.

As we understand your letter, despite the unanimous determination of the Oversight Board (composed of representatives of the local taxing entities) that the 19 parcels are assets in governmental use pursuant to the language and non-exclusive examples provided in California Health and Safety Code section 34181(a), the Department of Finance has determined: 1) that it has the authority to overrule the Oversight Board and local interests; and 2) that only 4 of the 19 parcels are in governmental use and can remain in the ownership of the City of Antioch.

More specifically, the Department of Finance has determined at this point that only the following four parcels may remain in the City's ownership: Barbara Price Park/Marina Boat Launch (APN 066-010-006 and 066-010-007); Amtrak Train Station/Public Bus Stop (APN 066-010-014); and the Pier and Tidelands at the foot of I Street (APN 066-020-010). We are grateful that the Department has deemed these four parcels to be in governmental use. However, as to the other 15 parcels, the Department is directing the City to engage a consultant to prepare a long-range property management plan for the Department's approval that addresses the sale of the 15 properties, along with "compensation agreements" with the various taxing entities "to provide payments to them in proportion to their shares of the base property tax." All of this effort is required even though the representatives for the taxing entities have indicated that the properties are in governmental use and should remain with the City of Antioch.

Therefore, it appears to be the opinion of the Department of Finance that the parcel containing the Antioch Arts and Cultural Foundation/Lynn House Art Gallery (funded in large part by the City's transient occupancy tax) and the National Historic Register Hard House (APN 066-091-015) is not in governmental use and must be sold in order to provide payments to the

Letter to Steve Szalay and Justyn Howard re: Transfer of Property  
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taxing entities. The Department reached this conclusion despite the Arts and Cultural Foundation/Lynn House receiving City funds to provide community cultural programs. Further, the Department reached this determination contrary to Health and Safety Code section 34167.5 and the fact that the City has an agreement with a nonprofit to restore the deteriorating Hard House (home to Antioch's first Mayor) to be used as the Mayor's ceremonial office, for school tours and other public functions.

Further, as to the parking lots for City Hall, Waldie Plaza Park and the Senior Center, the Department of Finance has also deemed those parcels not in governmental use. Although the July 12, 2013 letter provides no explanation for the Department of Finance's determination, prior comments from Department staff indicated that the Department does not recognize shared parking arrangements whereby a citizen can use a City Hall parking lot to pay his water bill and then go across the street and have lunch or pay his PG&E electric bill. This is inconsistent with the City's documented land use actions over half a century ago to encourage this very use of shared parking to revitalize the City's older downtown waterfront area by not requiring parking on-site. This determination also appears to run counter to standard urban planning and the State Legislature's own goals and statutes to address land use and climate change. Nonetheless, can we assume that if the parking lots are posted with signs indicating: "Pursuant to the order of the State Department of Finance, these parking areas can only be used by persons visiting City Hall, the Senior Center or Waldie Plaza Park" then the parking lots can remain in the ownership of the City of Antioch and not be subject to the required property management plan?

We recognize that the State decided to dissolve redevelopment and spend those funds on other obligations. We are trying to comply with these new laws and procedures in good faith, while struggling to provide basic services to our community in light of a 40% reduction in staff and ongoing weekly furloughs. Yet, the Department of Finance still deems it appropriate, regardless of the wishes of the local taxing entities, to sell off parking for the Senior Center (and likely companionship and meals because the seniors are not well enough to walk to the Center), for Waldie Plaza Park (green space that hosts events to try to bring a diverse community of 100,000 residents together) and for City Hall, along with the Arts and Cultural Foundation/Lynn House gallery/federally-registered historic Hard House.

I have spent much of my career in public service and working on public policy and this has been one of the most bizarre and frustrating exercises in bureaucracy I have ever witnessed. Once again, I would invite either of you or your staff to visit Antioch, so you can personally see the ramifications of your determination. It seems, at the least, that the parcel housing the Antioch Arts and Cultural Foundation/Lynn House Art Gallery/federally-registered historic Hard House and the parking lots for City Hall, Nick Rodriguez Community Center/Senior Center and Waldie Plaza Park should not be sold off to the highest bidder but remain in the governmental and community use. I look forward to your response.

Sincerely yours,



JIM JAKEL  
City Manager

Letter to Steve Szalay and Justyn Howard re: Transfer of Property  
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Enc.

cc: State Senator Mark DeSaulnier

State Assembly Member Frazier's office

Mayor and City Council Members

Members of the Oversight Board to the City of Antioch as Successor Agency to the  
Antioch Development Agency

Lynn Tracy Nerland, City Attorney

Dawn Merchant, Finance Director

Tina Wehrmeister, Community Development Director

Ron Bernal, Public Works Director/City Engineer

Diane Gibson-Gray, Antioch Arts and Cultural Foundation

David Brink, Friends of the Roswell Butler Hard House

Judy Norseen, Antioch Senior Citizen's Club



EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

REVISED

July 12, 2013

Ms. Dawn Merchant, Finance Director  
City of Antioch  
PO Box 5007  
Antioch, CA 94531-5007

Dear Ms. Merchant:

Subject: Objection to Oversight Board Action

This letter supersedes our November 2, 2012 Oversight Board (OB) resolution 2012-05 determination letter. The City of Antioch Successor Agency (Agency) notified the California Department of Finance (Finance) on August 21, 2012 of its OB action on August 20, 2012. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

HSC section 34181 (a) lists governmental purpose assets to include roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings. Based on our review and application of the law, OB Resolution 2012-05, which authorizes the Agency to transfer 19 redeveloped parcels to the City of Antioch (City), is partially allowed. The 19 properties previously conveyed to the City in an agreement dated March 9, 2011 include 15 public parking lots, the condemned and uninhabitable Roswell Butler Hard House (Hard House) building parcel, two parcels in the Barbara Price Marina Park, and a parcel used for the Amtrak/public bus stop and park/public walkway.

Based on additional information and documentation provided to Finance subsequent to our November 2, 2013 letter, Finance has made the following determinations:

- The four parcels related to the Barbara Price Marina Park, the Amtrak/public bus stop and park/public walkway, and the pier/state tidelands are being used as parks, which is considered governmental purpose, and may be transferred to the City.
- The parcel with the Hard House is a registered historic site and is planned to be used as a public museum once renovated. The City Council approved the City to enter into a Purchase and Sale Agreement with the nonprofit Friends of the Roswell Butler Hard House in July 2012 to sell the site for no monetary consideration on the condition that the nonprofit restores the Hard House as a public museum. However, the Hard House is currently not used for a governmental purpose and should be included in the Agency's long-range property management plan for transfer to the City and sale to a third-party.
- The 14 parcels with public parking lots are not being used for governmental purposes.

Ms. Dawn Merchant  
July 12, 2013  
Page 2

HSC section 34191.3 suspended the successor agency's ability to dispose of assets for non-governmental purposes until Finance has issued a finding of completion and has approved a long-range property management plan. To the extent the City would like to retain the parcels for government use in the Agency's long-range property management plan, HSC section 34180 (f) (1) states that the city, county, or city and county must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to HSC section 34188, for the value of the property retained.

HSC section 34177 (e) directs successor agencies on the steps to dispose of non-governmental purpose assets. Because the Agency has not met all statutory requirements, the transfer of 15 of the 19 redeveloped parcels to the City is not permitted.

The process and guidelines related to the disposition of former RDA assets are available at Finance's website below:

[http://www.dof.ca.gov/redevelopment/property\\_disposition/](http://www.dof.ca.gov/redevelopment/property_disposition/)

Furthermore, as authorized in HSC section 34167.5, the State Controller may audit asset transfers that occurred after January 1, 2011 between the RDA and the city that created the RDA, and may order the return of the assets if they are not contractually committed to a third party for the encumbrance or expenditures of these assets.

As authorized by HSC section 34179 (h), Finance is returning your OB action to the board for reconsideration.

Please direct inquiries to Justyn Howard, Assistant Program Budget Manager, at (916) 445-1546.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Szalay', with the word 'for' written below it.

STEVE SZALAY  
Local Government Consultant

cc: Ms. Lynn Tracy Nerland, City Attorney, City of Antioch  
Mr. Bob Campbell, Auditor-Controller, Contra Costa County  
Honorable Mark DeSaulnier, California State Senate

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR  
CONSIDERATION AT THE MEETING OF SEPTEMBER 10, 2013**

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

**DATE:** September 5, 2013

**SUBJECT:** Amendment No. 1 to the April 11, 1968 Agreement between the State of California and the City of Antioch regarding Payment by the State for Antioch's Use of Water from the San Joaquin River

**RECOMMENDATION**

It is recommended that City Council adopt a resolution (Attachment A) approving Amendment No. 1 to the April 11, 1968 Agreement between the State of California and the City of Antioch, authorizing the City Manager in consultation with the City Attorney to approve minor modifications to the final version of Amendment No. 1, and authorizing the City Manager to execute Amendment No. 1.

**BACKGROUND**

The City of Antioch has been diverting water from the San Joaquin River since the 1860s and has what are known as Pre-1914 Appropriative Rights to the San Joaquin (and Sacramento Rivers). These rights were validated by the California Supreme Court in the 1920 *Town of Antioch v. Williams Irrigation District* case. The City does not require a permit from the State to divert water and for this reason, enjoy what is considered "superior" water rights.

During the 1920's through the 1960's, the State of California planned and constructed the State Water Development System which included both Federal and State water projects. It was acknowledged that these projects created salinity impacts to the City's intake. In 1968, to mitigate the impacts of the State water projects, the Department of Water Resources (DWR) and the City of Antioch entered into an Agreement (1968 Agreement – Exhibit 1 to Attachment A) whereby the State 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. Through the 1968 Agreement, the City is guaranteed water quality at or below 250 mg/liter 208 days per year. The initial 40-year term expired in 2008 and has continued on an annual basis with either party having the ability to terminate the agreement with a one-year notice.

**DWR Negotiations**

Since the expiration of the initial term of the 1968 Agreement, the City has been negotiating with DWR in an effort to arrive at a mutually acceptable extension. This has resulted in a fair amount of disagreement over the interpretation of several terms of the 1968 Agreement as it relates to a "me too" clause which should provide Antioch with similar terms entered into between DWR and other water agencies. In order to preserve the City's legal rights under the 1968 Agreement, the City entered into a tolling agreement with DWR while negotiations continued. The tolling agreement "freezes" the statute of limitations for bringing a legal action over the 1968 Agreement as of the date in the tolling agreement.



## **Proposed Amendment No. 1 Terms**

Amendment No. 1 will result in several changes to the 1968 Agreement:

1. Term—The term of the agreement will be extended 15 years until September 30, 2028.
2. Salinity readings—Salinity readings will be taken at 2-hours after daily higher high tide for the purpose of determining when the 250 ppm level has been exceeded, which is more consistent with the 1968 Agreement.
3. Volume of Substitute Water—The volume of substitute water introduced into the system will include water diverted and substituted water purchased by the City for delivery within the City's service area which is redefined to be the most expansive of the City's boundaries, Urban Limit Line or Sphere of Influence.
4. Waiver of Claims – Both parties waive any claims (and thus any possible monetary damages) to prior under payments or over payments under the 1968 Agreement.

Although for the most part, DWR staff has made themselves available for discussions and negotiations with the City, DWR is a large complex State agency that answers to many powerful Delta stakeholders. The 15-year extension provides the City with more time to pursue options while providing some level of guarantee that we will be compensated when salinity levels warrant.

Additionally, and probably most importantly, entering into this amendment with DWR is independent of the BDCP (Bay Delta Conservation Plan) process and does not obligate the City to support the project, including any out-of-Delta water conveyance system, or other elements of the plan. This is very important since impacts from the BDCP will need to be fully analyzed and then mitigated by the project.

After a significant amount of research and analysis, staff believes that an extension of the 1968 Agreement for 15 years with a more favorable interpretation of when salinity readings are taken will result in the City receiving compensation from the DWR while still giving the City the ability to pursue other mitigation for the impacts to water quality and quantity and recreational and other amenities that the San Joaquin River affords the City of Antioch.

Although the Amendment has not been executed by DWR as of the date of this report, staff expects to have an executed version of the by the September 10<sup>th</sup> Council meeting.

## **FINANCIAL IMPACT**

Future financial impacts to the City are not fully known at this time; however, based on the additional 15-year term and more favorable interpretation of the agreement, the City will be assured of a level of compensation by the State. Should the City choose to not enter into this amendment, the parties will continue on a year- to-year arrangement with the potential to have the current compensation terminated and possible prolonged legal battle with the State. The City could spend millions of dollars more each water year purchasing supplemental water supplies from local water districts. These losses would have to be recovered through our existing water rate structure.

## **OPTIONS**

Council may choose not approve this amendment and direct staff to continue negotiations with DWR.

## **ATTACHMENTS**

### A: Resolution

Exhibit 1 - Existing 1968 Agreement

Exhibit 2 – Proposed Amendment No. 1 to the 1968 Agreement

ATTACHMENT A

RESOLUTION NO. 2013 / xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING  
AMENDMENT NO. 1 TO THE APRIL 11, 1968 AGREEMENT  
BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF ANTIOCH**

**WHEREAS**, on April 11, 1968, the State of California Department of Water Resources (DWR) and the City of Antioch (City) entered into an Agreement (Exhibit 1) for the purpose of compensating City when certain conditions exist that prohibit City from diverting San Joaquin River water for municipal and industrial uses; and

**WHEREAS**, the effective date of the original forty (40) year term of the 1968 Agreement was September 30, 2008 and since that time has continued in effect until terminated by either party with at least twelve (12) month notice; and

**WHEREAS**, both DWR and the City see the mutual benefit of extending the term of the 1968 Agreement as defined in Amendment No. 1 (Exhibit 2); and

**WHEREAS**, in addition to clarifying and updating several terms of the Agreement, Amendment No. 1 does not require the City to support an out-of-Delta water conveyance system;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch does hereby approve the attached Amendment No. 1 (Exhibit 2) to the April 11, 1968 Agreement between DWR and City and authorizes the City Manager to execute said amendment.

**BE IT FURTHER RESOLVED** that the City Manager in consultation with the City Attorney is authorized to approve any minor changes or modifications to the final version of Amendment No. 1 to the April 11, 1968 Agreement between DWR and City without further approval of the City Council, but any modifications to the final version that are deemed material and significant by the City Manager and City Attorney will be presented to the City Council for consideration.

**I, HEREBY CERTIFY** that the above and foregoing resolution was duly and regularly passed and adopted at a meeting of the City Council of the City of Antioch on the \_\_\_ day of September 2013, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

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

EXHIBIT 1

AGREEMENT

THIS AGREEMENT made this 11th day of April, 196<sup>8</sup>7,  
between the STATE OF CALIFORNIA, acting by and through its Depart-  
ment of Water Resources, hereinafter referred to as the "State"  
and the CITY OF ANTIOCH, a municipal corporation, hereinafter  
referred to as the "City",

WITNESSETH:

WHEREAS, for over 100 years water has been diverted from  
the San Joaquin River for municipal and industrial use in and  
around the area which is now in the corporate limits of the City,  
and

WHEREAS, since 1904 such water has been diverted at a  
pumping plant located near the foot of A Street and has been  
treated and distributed to users by the City, and

WHEREAS, the City diverts such water whenever the chloride  
ion content in the surface zone at slack current after daily higher  
high tide (HHT) is 250 parts per million or less, hereinafter  
called "usable river water", and

WHEREAS, the average number of days per water year  
(October 1 to September 30, hereinafter referred to as "year")  
that usable river water has been available to the City at said  
point of diversion is 208 and the median period of said availability  
is from December 9 to July 5, both days inclusive, and

WHEREAS, during each day usable river water has been and  
will in the future be available to the City the quantity thereof  
has been and will be adequate to meet the water requirements of

---

the City during such day, and

WHEREAS, in the future the average number of days per year that usable river water will be available to the City will be caused to decrease, and such decrease will be due in part to operation of the State Water Resources Development System, as defined in Section 12931 of the Water Code, and

WHEREAS, it is contemplated that the Contra Costa Canal, supplemented by the Kellogg Unit or other facilities to be constructed by the Bureau of Reclamation, will meet the City's future water requirements which are not met by usable river water. If such facilities are not constructed by the Bureau of Reclamation, water supply facilities will have to be constructed by another agency or agencies to meet the City's future requirements including a substitute water supply equal to the City's water deficiency entitlement as defined in this agreement.

NOW, THEREFORE, the parties agree as follows:

1. The term of this agreement shall begin on the first day of October 1968, and shall continue in effect until terminated by either party by written notice to the other party given at least 12 months prior to the effective date of such termination. The effective date of termination shall be the last day of a year (September 30) and no termination shall be effective prior to September 30, 2008.

2. The State shall reimburse the City in a manner hereinafter provided for any decrease in availability to the City of usable river water during the term of this agreement caused by

operation of the State Water Resources Development System. Such decrease in availability of usable river water is hereinafter referred to as the City's "water deficiency entitlement".

3. The quantity of the City's water deficiency entitlement shall be determined for each year during the term of this agreement by the formula

$$E = \frac{(208-D)}{3} \frac{(V)}{208}$$

where E is the City's water deficiency entitlement for such year in acre-feet, D is the number of days during such year that usable river water is available to the City in the San Joaquin River at its pumping plant, and V is the total quantity of water in acre-feet introduced into the City's transmission facilities for delivery within the City's service area as shown on Exhibit "A" attached hereto and by this reference made a part hereof from 8:00 a.m. on December 9, to 8:00 a.m. on July 6: Provided, That  $\frac{V}{208}$  shall not exceed the maximum diversion rate of the City's San Joaquin River diversion facility in acre-feet/day as such facility exists in such year. If in any year D exceeds 208, the City shall have no water deficiency entitlement for such year and the amount of such excess shall offset any water deficiency entitlement of the City for an equal number of days in the next succeeding year or years when D is less than 208.

4. For the purpose of computing the City's water deficiency entitlement, the City at no cost to the State, shall provide:

- (a) A covered facility or facilities wherein

the State can install devices to measure the chloride ion content of water in the San Joaquin River at or in the vicinity of the City's pumping plant,

(b) Sufficient power to operate all necessary measuring devices, and

(c) Sufficient right-of-way to such facilities to enable the State to install, service, remove, and take readings from any such devices.

The size of such facilities and the amount and type of power to be supplied shall be as mutually agreed upon.

The State shall be responsible for the actual measuring of the chloride ion content; all such measurements will be made available to the City.

Such measurements will be made at such intervals as shall be reasonably necessary and as mutually agreed upon.

The City shall have the right, at its expense, to verify the accuracy of the State's measurements and any inaccuracy thus disclosed shall be corrected by the State.

5. Each year during the term of this agreement that the City has a water deficiency entitlement it shall purchase substitute water from a project or projects constructed by an agency or agencies to supply the supplemental water requirements of an area including the City. For the purposes of this agreement, substitute water shall be deemed to have been purchased during the period beginning at 8:00 a.m. on December 9 and ending

at 8:00 a.m. on July 6 of such year and the price paid by the City for substitute water shall be deemed to be the average price per acre-foot paid by the City for all untreated water purchased by it for introduction into its water transmission facilities during said period.

6. Each year during the term of this agreement that the City purchases substitute water for its water deficiency entitlement, the State will pay the City an amount of money computed in accordance with the formula  $M = E (C_w + C_e - 4.90)$  where M is the amount in dollars to be paid by the State, E is the City's water deficiency entitlement for such year determined in the manner provided in Section 3 hereof,  $C_w$  is the amount per acre-foot paid by the City for substitute water delivered to the City as provided in Section 5 hereof, and  $C_e$  is the average amount (if any) per acre-foot paid by the City for electric energy to transport substitute water from the point of delivery thereof to the City to a storage reservoir or treatment plant operated by the City. The State shall pay said amount to the City not later than October 31 of the following year. Such payments are hereby determined to be reasonable costs of the annual maintenance and operation of the State Water Resources Development System and shall be disbursed from the California Water Resources Development Bond Fund pursuant to subsection (b) (1) of Section 12937 of the Water Code.

7. The City, in consideration of the payments by the State herein provided,

releases the State from any liability due to



any change in regimen of flows of water in the Delta or the San Joaquin River and the effects of such changes caused by operation of the State Water Resources Development System: Provided,

That nothing herein shall be deemed to be a release of State liability resulting from the utilization by the State of any facilities for removal of drainage water from the San Joaquin Valley.

8. The obligations of the State herein shall not be affected by any modification of the City's facilities to divert river water, except as provided in Section 3 hereof.

9. Nothing herein shall be deemed to be a release or waiver of any right of the City to purchase supplemental water supplies from the State with the priorities established by Water Code Sections 11460, 12201 to 12204 inclusive, and 12931.

10. State agrees that other municipal and industrial entities in the Delta will not be granted compensation for damages caused by the State Water Resources Development System under substantially more favorable terms than those used to Compensate the City hereunder.

IN WITNESS WHEREOF, the parties hereto have executed  
this agreement by their respective officers thereunto duly  
authorized on the date first above written.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

By W. Gianelli  
Director

Approved as to legal form  
and sufficiency:

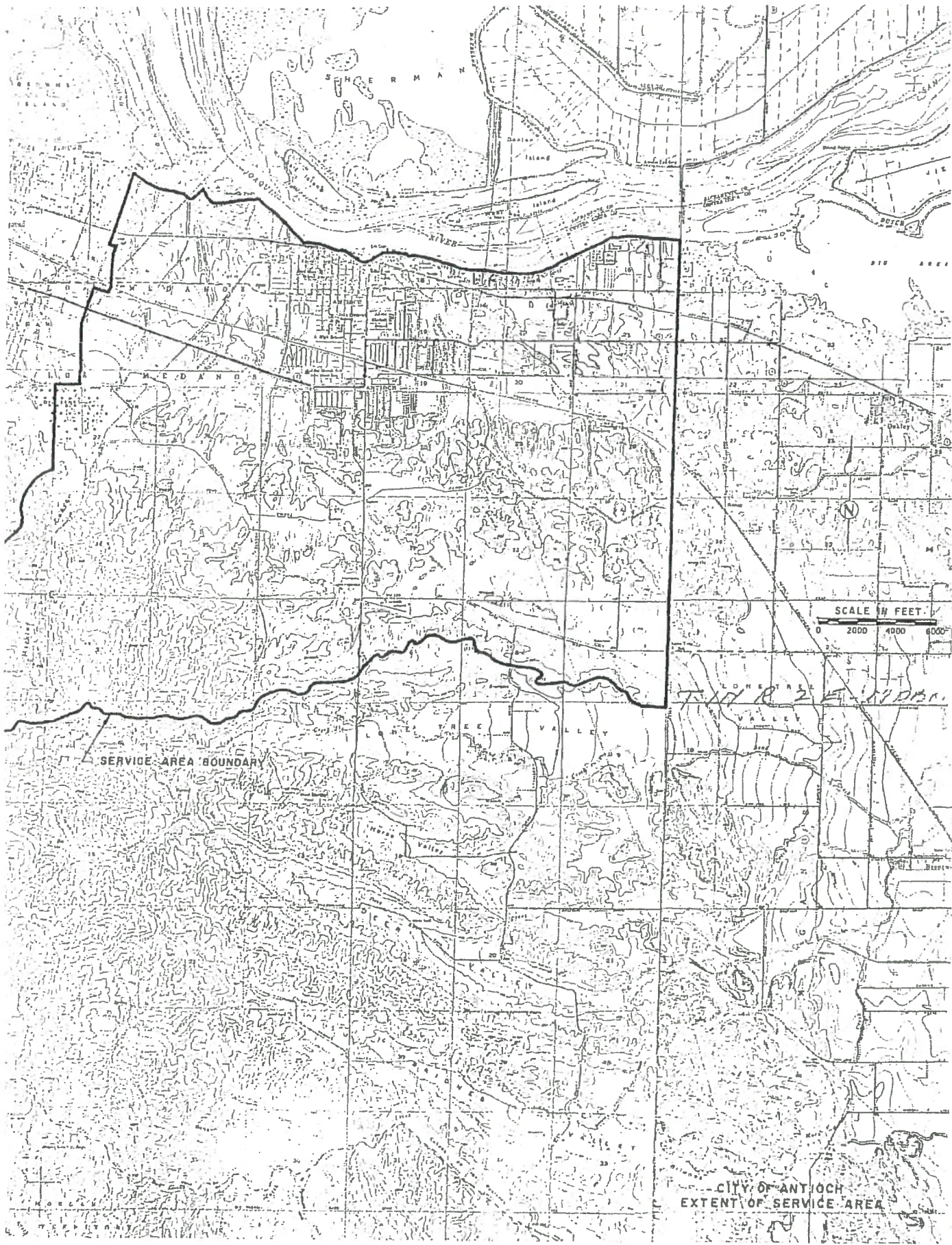
By J. C. Tourner  
Chief Counsel

CITY OF ANTIOCH

By Phil Lopez  
Mayor

ATTEST:

Jean Fashbough  
City Clerk



SERVICE AREA BOUNDARY

SCALE IN FEET  
0 2000 4000 6000

CITY OF ANTIOCH  
EXTENT OF SERVICE AREA

## EXHIBIT 2

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

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AMENDMENT NO. 1  
TO THE APRIL 11, 1968 AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA  
AND  
THE CITY OF ANTIOCH

THIS AMENDMENT is made and entered into this 1<sup>st</sup> day of September, 2013, by the Department of Water Resources ("State" or "DWR"), and the City of Antioch (City).

### AGREEMENT

1. The 1968 Agreement between DWR and the City is amended as follows:

Article 1 is amended to read in its entirety: "The term of this agreement shall begin on the first day of October 1968, and shall continue in effect until terminated by either party by written notice to the other party given at least 12 months prior to the effective date of such termination. The effective date of termination shall be the last day of a year (September 30) and no termination shall be effective prior to September 30, 2028."

Article 3 is amended to read: "V is the total quantity of water in acre-feet introduced into the City's transmission facilities, including water diverted by the City and substitute water purchased by the City, for delivery within the City's service area, which shall be the most expansive of the City's

boundaries, Urban Limit Line (ULL) or Sphere of Influence ("SOI"), from 8:00 a.m. on December 9, to 8:00 a.m. on July 6."

Article 4 is amended to read: "Such measurements will be made at such intervals as shall reasonably be necessary and as mutually agreed upon.

On September 1, 2013, DWR and the City negotiated and agreed that such measurements will be made at slack current two hours after daily higher high tide effective January 1, 2013."

2. The parties waive any and all claims either one may have against the other for past actions or activities arising out of this 1968 Agreement.

3. The existing Tolling Agreement, effective May 22, 2013, terminates upon the date of full execution of this Amendment.

4. All other provisions of the 1968 Agreement, except those modified by this Amendment, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Amendment No. 1 to the to the April 11, 1968 Agreement between the State of California and the City of Antioch, which Amendment becomes effective on the date first set forth above.

Approved as to legal form  
and sufficiency

STATE OF CALIFORNIA  
DEPARTMENT OF WATER  
RESOURCES

\_\_\_\_\_  
Chief Counsel  
Department of Water Resources

\_\_\_\_\_  
Mark W. Cowin  
Director

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to legal form  
and sufficiency

CITY OF ANTIOCH

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date \_\_\_\_\_

Date \_\_\_\_\_

**STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE MEETING OF SEPTEMBER 10, 2013**

**Prepared by:** Ron Bernal, Public Works Director/City Engineer *RB*  
**Date:** August 29, 2013  
**Subject:** Third Amendment to the Joint Exercise of Power Agreement for East Contra Costa Regional Fee and Financing Authority.

**RECOMMENDATION**

Adopt a Resolution approving the Third Amendment to Joint Exercise of Powers Agreement for East Contra Costa Regional Fee and Financing Authority (Exhibit 1), authorizing the City Manager in consultation with the City Attorney to approve minor modifications to the final version of the Third Amendment, and authorizing the City Manager to execute the Third Amendment.

**BACKGROUND**

Measure J and Regional Transportation Mitigation Program

The Measure J Transportation Improvement and Growth Management Program, approved by the voters of Contra Costa County in 2004, requires that all transportation planning regions in the County develop a Regional Transportation Mitigation Program (RTMP). RTMP establishes fees, exactions, assessments, or other mitigation measures to fund regional transportation improvements to mitigate the impact of planned development. The Measure J ordinance gives TRANSPLAN sole authority to establish the RTMP in the East County region. TRANSPLAN members include elected officials and planning commissioners. TRANSPLAN has determined that the regional fee program of the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) is the RTMP for East County and that all East County jurisdictions must participate in the ECCRFFA regional fee program.

ECCRFFA

In 1994 the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) was created by the Cities of Antioch, Brentwood, Pittsburg and Contra Costa County to implement a regional fee program intended to improve the regional East County roadway network. Upon incorporation, Oakley joined ECCRFFA. The Authority currently administers the Regional Transportation Development Impact Mitigation Program (RTDIM) which funds, among other things, construction and improvement of the Highway 4 Bypass, State Route 4, and eBART.

The purpose of ECCRFFA is to identify and prioritize regional transportation projects and establish a uniform regional transportation development impact fee for project funding. In addition, ECCRFFA sets funding goals and project implementation schedules. To date, ECCRFFA has been successful in funding \$250 million towards construction of initial phases of the three segments of the State Route 4 Bypass ("Bypass"), which creates a regional link between the Bay Area, San Joaquin Valley and the Tri Valley.

## Pittsburg's Withdrawal from ECCRFFA

In September of 2010, the City of Pittsburg formally withdrew as a participating member of ECCRFFA because they disagreed with project priorities; specifically the timing of the James Donlon Extension connecting Somersville Road and Railroad Avenue in Pittsburg. This was the second time Pittsburg had withdrawn from ECCRFFA since its founding. This time, ECCRFFA and Transplan sued Pittsburg to force it to rejoin ECCRFFA and contribute regional transportation fees to the regional projects approved for East County. ECCRFFA and Transplan later dismissed the lawsuit after attempts to settle were unsuccessful and it was determined that it would be better not to force Pittsburg to rejoin.

Since that time, the Contra Costa Transportation Authority (CCTA), TRANSPLAN and ECCRFFA have been discussing options to allow Pittsburg back into ECCRFFA and the RTDIM program. On June 11, 2013, the Antioch City Council endorsed two options to address the issue: 1) allow Pittsburg to rejoin under certain conceptual conditions; or 2) not object to Pittsburg remaining outside of ECCRFFA and let Pittsburg determine how it might still be in compliance with Measure J requirements. A similar consensus was reached by the other ECCRFFA members. On August 19, 2013, the Pittsburg City Council voted unanimously to rejoin ECCRFFA pursuant to the terms of the attached Third Amendment to the JEPA.

## Third Amendment to the JEPA

In an effort to maintain consistency and multi-jurisdictional regional transportation funding for the East County, staffs for the ECCRFFA members and the City of Pittsburg have negotiated revisions to the JEPA in an attempt to address the project funding priority dispute; although, like any negotiated settlement not all of the concerns raised by Antioch staff were addressed in a way that would be in Antioch's best interest.

In addition to the major substantive terms with the proposed Amendment to the Joint Exercise of Powers Agreement regarding ECCRFFA, City staff had also raised questions in June about the language of the Amendment to try to avoid ambiguities and possible disputes among the parties in the future, particularly given the history of prior disputes with the City of Pittsburg. However, staff did not receive a response until mid August. The issues included complete attachments, clear indemnification provisions, the validity of Pittsburg's MOUs with developers, the super-quorum provisions for certain fee revisions, and the obligation to collect fees. Some clarifications were made, but in other cases, ECCRFFA staff and legal counsel have indicated that they do not believe that the proposed revisions are necessary or it is too late in the process to make revisions.

Consistent with the information presented in the staff report of June 11<sup>th</sup>, highlights of Antioch's understanding of the JEPA amendment include:

- Pittsburg to rejoin ECCRFFA, and members will collect an equalized fee (Pittsburg did not temporarily reduce their fee similar to ECCRFFA, so they are allowed to implement a temporary reduction in the first few years of being back in the program). Pittsburg is required to make up any shortfall in the regional transportation fees that it has collected or will collect;



- Pittsburg is required to defend, indemnify and hold harmless the other parties from legal actions related to the MOUs that Pittsburg entered into unilaterally with developers regarding regional transportation fees;
- ECCRFFA JEPAs shall be extended until 2030, with all parties obligated to participate through this date. Fees are to be collected with building permit issuance and contributed to ECCRFFA through December 31, 2030;
- ECCRFFA fees are capped at the amounts set in MOUs that Pittsburg unilaterally entered into with developers in Pittsburg;
- Pittsburg's fees for "other" types of uses shall be determined according to the schedule in Section A of Attachment 1 to the Amendment;
- Pittsburg will not use regional transportation fees for environmental clearance, design or construction of private development projects; however, Pittsburg is being allowed to use regional transportation fees to pay their legal bills incurred when it withdrew from ECCRFFA;
- ECCRFFA project funding priorities shall be as follows, which may only be changed with a unanimous vote of the full ECCRFFA Board:
  - State Route 4 East
  - eBart extension to Hillcrest
  - State Route 4 Bypass, including SR160 connectors, Sand Creek Road Interchange, Balfour Road Interchange and widening between Lone Tree Way and Balfour Road.
  - Outstanding ECCRFFA commitments to previous projects
  - eBart extension beyond Hillcrest environmental review
  - James Donlon Boulevard extension; and
- Pittsburg shall use the fees they collected from 2010 to the date they rejoin ECCRFFA to fund eligible expenses for the James Donlon Extension and the Bart station at Railroad Avenue.

The City of Pittsburg adopted the Third Amendment to the JEPAs on August 19, 2013 and the City of Brentwood at their August 27<sup>th</sup> meeting. The City of Oakley and Contra Costa County have scheduled this item for action at their September 10<sup>th</sup> Council/Board meetings. Each ECCRFFA member agency must approve the JEPAs amendment for it to become effective.

### **FISCAL IMPACTS**

The Third Amendment to the JEPAs caps the ECCRFFA fees at the amounts set in MOUs that Pittsburg unilaterally entered into with developers in Pittsburg. This means that ECCRFFA will not be able to collect as much in regional transportation fees as it might have if Pittsburg did not rejoin ECCRFFA. The lesser amount of fees being collected will primarily impact the James Donlon Extension project as it will be the primary recipient of ECCRFFA funds once the projects under design or construction are complete.

ECCRFFA fees collected by all member agencies remain prioritized to fund widening and interchanges along State Route 4 from Loveridge Road through Balfour Road. The Third Amendment does allow Pittsburg to use some regional fees now for its legal fees incurred in withdrawing from ECCRFFA and for its desired projects: James Donlon Extension and the BART station at Railroad Avenue. In the future, the James Donlon Extension has a higher funding priority than other regional projects such as improvements to the Pittsburg-Antioch Highway.

### **OPTIONS**

Council may choose to not approve the JEPA Third Amendment or modify the Amendment. The proposed resolution does authorize the City Manager in consultation with the City Attorney to approve minor modifications to the final version of the Amendment.

### **ATTACHMENTS**

- A. Resolution  
Exhibit 1- Third Amendment to Joint Exercise of Powers Agreement for ECCRFFA

ATTACHMENT A

RESOLUTION NO. 2013 / xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE  
THIRD AMENDMENT  
TO THE JOINT EXERCISE OF POWERS AGREEMENT  
FOR EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY**

**WHEREAS**, in 1994, Contra Costa County and the cities of Antioch, Brentwood and Pittsburg entered into an agreement for the formation of the East Contra Costa Regional Fee and Financing Authority ("ECCRFFA") as a joint powers agency; and

**WHEREAS**, subsequently, various amendments have added the City of Oakley as an ECCRFFA member and amended the fee schedule and list of transportation projects; and

**WHEREAS**, in 2010, the City of Pittsburg withdrew as an ECCRFFA member; and

**WHEREAS**, in an effort to maintain consistency in multi-jurisdictional regional transportation planning and funding for the East County, efforts were made to reach a settlement readmit the City of Pittsburg as a member;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch does hereby approve the Third Amendment to Joint Exercise of Powers Agreement for East Contra Costa Regional Fee and Financing Authority attached hereto as 'Exhibit 1' and authorizes the City Manager to execute said amendment.

**BE IT FURTHER RESOLVED** that the City Manager in consultation with the City Attorney is authorized to approve any minor changes or modifications to the final version of the Third Amendment to Joint Exercise of Powers Agreement for East Contra Costa Regional Fee and Financing Authority without further approval of the City Council, but any modifications to the final version that are deemed material and significant by the City Manager and City Attorney will be presented to the City Council for consideration.

**I, HEREBY CERTIFY** that the above and foregoing resolution was duly and regularly passed and adopted at a meeting of the City Council of the City of Antioch on the \_\_\_ day of September 2013, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

# EXHIBIT 1

## **THIRD AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT FOR EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY**

### **1. EFFECTIVE DATE AND PARTIES**

Effective September \_\_\_\_\_, 2013, the CITY OF ANTIOCH, a municipal corporation duly organized and existing under the laws of the State of California ("Antioch"), the CITY OF BRENTWOOD, a municipal corporation duly organized and existing under the laws of the State of California ("Brentwood"), the CITY OF OAKLEY, a municipal corporation duly organized and existing under the laws of the State of California ("Oakley"), the CITY OF PITTSBURG, a municipal corporation duly organized and existing under the laws of the State of California ("Pittsburg"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), mutually agree as follows:

### **2. PURPOSE**

Effective August 9, 1994, Antioch, Brentwood, Pittsburg, and the County formed the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), a separate joint powers agency, by entering into a written agreement entitled "EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT" (referred to as the "Agreement"). ECCRFFA was formed to assist in establishing and administering a uniform regional development fee program and in funding and implementing regional road improvement projects in the East County area. The Agreement has previously been amended as follows: First Amendment dated October 4, 1999 (added Oakley as additional party) and Second Amendment dated July 11, 2005 (coordinated activities of ECCRFFA and East County Transportation Improvement Authority (ECTIA) and revised ECCRFFA regional fee schedule). In addition, effective September 7, 2010, the City of Pittsburg withdrew as a party to ECCRFFA. The remaining parties (Antioch, Brentwood, Oakley, and the County) now wish to further amend the Agreement by re-admitting Pittsburg as a member of ECCRFFA, by revising the provisions for withdrawal from ECCRFFA and for the appointment of representatives to the ECCRFFA Board, and by providing for uniformity of the regional fees collected by Pittsburg and the other ECCRFFA members, including equalization of any fee shortfall between September 7, 2010 and the end of the current, two-year Pittsburg fee rebate program (December 31, 2014).

### **3. AMENDMENTS TO AGREEMENT**

- A. In the first paragraph of the Agreement, add the CITY OF PITTSBURG, a municipal corporation duly organized and existing under the laws of the State of California, to the parties listed in that paragraph.

- B. In the Agreement, Section 1, DEFINITIONS, change or add the following definitions to read:

“‘City’ and ‘Cities,’ individually and collectively, mean the City of Antioch, the City of Brentwood, the City of Oakley, and the City of Pittsburg, each an existing municipal corporation under the laws of the State of California.

“‘Project Sponsor’ means the party that assumes responsibility for the implementation of a Project, including, as applicable, the securing of funding, environmental clearance, right-of-way acquisition, design, construction, and other necessary Project tasks.”

- C. Section 3.A is revised in its entirety to read:

“This Agreement shall become effective as of the date hereof and shall expire on December 31, 2030.”

- D. Section 3.B is revised in its entirety to read:

“Prior to the expiration date, no party to this Agreement may withdraw from the Authority without mutual written consent from all parties to this Agreement. Absent mutual consent, any purported withdrawal shall be void, and the party in question shall remain responsible for performing all obligations under this Agreement, including without limitation its obligation to levy, collect, and forward Regional Transportation-Development Mitigation Fees to the Authority in the amount approved by the Authority and its obligation to pay its proportional share of the cost of completing all existing and future projects approved by the Authority. Notwithstanding the expiration or termination of this Agreement, the indemnification and insurance provisions of Section B (last paragraph only) and Section D of Attachment 2 shall remain in full force and effect.

“Upon termination of this Agreement, all Authority assets will be transferred to the local jurisdiction in which they are located.”

- E. The first paragraph of Section 4.B is revised in its entirety to read:

“B. Governing Board. The Authority shall be administered by the Board, which shall be composed of elected board or council members from the Cities and the County. Each party shall have one representative appointed by the governing body of the party that such member represents. Alternate directors may be designated and appointed by each party from the membership of its respective governing body. An alternate shall be authorized to act only in the absence of his or her corresponding Board member. Board members and alternates shall serve at the pleasure of their respective governing bodies. In any event, the term of office of each Board member or alternate shall terminate when such member or alternate ceases to be an elected official of the governing body of the appointing party or when such member or alternate is replaced by the governing body of the appointing party.”

- F. Section 4.D(3) and (4) is revised in its entirety to read:

“(3) The County Treasurer is hereby designated as Treasurer of the Authority. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties, and responsibilities specified in Section 6505.5 of the Law.

“(4) The County Auditor-Controller, who performs the functions of auditor and controller for the County, is hereby designated as Controller of the Authority, and, as such, shall have the powers, duties, and responsibilities specified in Section 6505.5 of the Law. The Controller shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.”

G. Attachment 1 (2005 Amendment) is replaced in its entirety with Attachment 1 (2013 Amendment) attached to this Amendment.

H. Attachment 2 (2005 Amendment) is replaced in its entirety with Attachment 2 (2013 Amendment) attached to this Amendment.

4. **REMAINING PROVISIONS**

Subject to the changes made by this and previous Amendments, all provisions of the Agreement shall remain in full force and effect.

5. **COUNTERPARTS**

This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original instrument.

6. **SIGNATURES**

These signatures attest the parties' agreement to this Amendment:

CITY OF ANTIOCH

FORM APPROVED:  
Lynn Tracy Nerland, City Attorney

By: \_\_\_\_\_  
Jim Jakel, City Manager

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

CITY OF BRENTWOOD

FORM APPROVED:  
Damien Brower, City Attorney

By: \_\_\_\_\_  
Paul Eldredge, City Manager

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

CITY OF OAKLEY

FORM APPROVED:  
Cota Cole LLP, City Attorney

By: \_\_\_\_\_  
Bryan H. Montgomery, City  
Manager

By: \_\_\_\_\_  
William R. Galstan

CITY OF PITTSBURG

FORM APPROVED:  
Meyers, Nave, Riback, Silver & Wilson,  
City Attorney

By: \_\_\_\_\_  
Joe Sbranti, City Manager

By: \_\_\_\_\_  
Ruthann G. Ziegler

COUNTY OF CONTRA COSTA

FORM APPROVED:  
Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
David J. Twa, County  
Administrator

By: \_\_\_\_\_  
Thomas L. Geiger, Assistant  
County Counsel

Attachment 1 – 2013 Amendment  
to  
East Contra Costa Regional Fee and Financing Authority  
Joint Exercise of Powers Agreement

**IMPLEMENTATION OF REGIONAL TRANSPORTATION-DEVELOPMENT IMPACT  
MITIGATION (RTDIM) FEE PROGRAM**

A. Imposition of RTDIM Fees by Antioch, Brentwood, Oakley, and County. In order to fund the Program and Projects of the Authority, the parties agree that the following Regional Transportation Development Impact Fees (“RTDIM Fees”), which were originally adopted in 2005, shall continue to be implemented by Antioch, Brentwood, Oakley, and the County.

Regional Transportation-Development Impact Mitigation (RTDIM) Fees			
Type of Use	Fee Units	Fee Schedule	
		2005	2013*
Single family residential units, duet homes, and residential condominiums	Per dwelling unit	\$15,000	\$18,972 (\$9,486)
Multiple family residential	Per dwelling unit	\$9,207.92	\$11,646 (\$5,823)
Commercial	Per square foot of gross floor area	\$1.25	\$1.58
Office	Per square foot of gross floor area	\$1.10	\$1.38
Industrial	Per square foot of gross floor area	\$1.10	\$1.38
Other	Per peak hour trip as determined	\$15,000	\$18,972

\* The 2013 fee schedule includes the annual adjustments specified in the Authority’s Resolution No. 2005/06. The figures in parentheses reflect the net residential fee amounts payable under the Authority’s fee rebate program approved December 2011, which provides for a 50% rebate applicable to residential fee rates through December 31, 2013 (see Section B below).

The above fee schedule is based on the June 2005 East Contra Costa Regional Fee Program Update (referred to as the “Report”) prepared by Fehr & Peers, which has been approved by the Authority’s Board. The Report was previously adopted as the governing program of the Authority and is incorporated in this Agreement by reference. The fee schedule is subject to annual adjustment as provided below and in the fee ordinances and/or resolutions adopted by the parties. In addition to the listed amounts, each party may collect and retain an administrative charge up to 1% of the listed amounts.



B. Adoption of Revised RTDIM Fees by the Authority. On August 8, 2013, the Authority approved a revision to its current fee rebate program, which revision resulted in the following net residential fees payable for the period through December 31, 2015:

August 8, 2013 through December 31, 2013

Single family \$18,972 - 50% rebate = \$9,486

Multiple family \$11,646 - 50% rebate = \$5,823

January 1, 2014 through December 31, 2014

Single family \$18,972 + annual adjustment - 38% rebate

Multiple family \$11,646 + annual adjustment - 38% rebate

January 1, 2015 through December 31, 2015

Single family \$18,972 + annual adjustments - 29% rebate

Multiple family \$11,646 + annual adjustments - 29% rebate

C. Imposition of PRTDIM Fees by Pittsburg. In order to fund the Program and Projects of the Authority, the parties agree that the following Pittsburg Regional Transportation Development Impact Fees ("PRTDIM Fees"), which were originally adopted in 2010, shall continue to be implemented by Pittsburg as follows:

- (1) Within thirty days of the effective date of this Amendment, Pittsburg shall revise its commercial, office, and industrial fee rates to match and collect the Authority's commercial, office, and industrial fee rates listed in Section A above, including the annual adjustment specified in Section F below. Up to that time, Pittsburg shall collect at least the following amounts:

Commercial -- \$1.35/square foot of gross floor area

Office -- \$1.18/square foot of gross floor area

Industrial -- \$1.18/square foot of gross floor area

Should a valid Memorandum of Understanding (MOU) signed prior to September 11, 2010 prevent Pittsburg from collecting commercial, office, or industrial fees at the rates listed above, Pittsburg shall make up the shortfall from its own separate funds and shall forward the full amount to the Authority per the terms of this Agreement.

- (2) Pittsburg shall revise its residential fee collection as follows:

- (a) At the same time as the other Authority Members, Pittsburg shall apply fee rebates to match and collect the same net residential fee amounts collected by the other Member Agencies under the ECCRFFA fee rebate program (see Section B above). Up to that time, Pittsburg shall continue collecting the following residential fees: Single family residential -- \$16,176/dwelling unit; and multiple family residential -- \$9,934/dwelling unit.
  - (b) In the event that the Authority approves a revised fee schedule or a new or revised fee rebate program pursuant to Section D below, at the same time as the other Authority Members, Pittsburg shall adopt and collect the revised fee schedule or shall apply the new or revised fee rebates to match and collect the same net residential fee amounts as the other Member Agencies, including the annual adjustment specified in Section F below.
  - (c) The residential fees collected by Pittsburg under this under this Subsection C(2) shall apply uniformly to all development in Pittsburg, except as provided otherwise for MOUs in Subsection C(3) below.
- (3) During the current Pittsburg fee rebate program, which ends on or before December 31, 2014, should a valid Memorandum of Understanding (MOU) signed prior to September 11, 2010 prevent Pittsburg from collecting residential fees at the rates specified in Subsection C(2) above, Pittsburg may collect the rebated fees specified in the MOU, in which case Pittsburg's collection of such rebated fees shall be subject to Subsection C(4) below. Following termination of the current Pittsburg fee rebate program on or before December 31, 2014, Pittsburg shall apply fee rebates and collect the same net residential fee amounts approved by the Authority pursuant to Section B above, which rates shall apply uniformly to all development in Pittsburg, without exception for MOUs or otherwise.
- (4) The Authority and Pittsburg will calculate the total fees collected by Pittsburg between September 7, 2010 and the end of the current, two-year Pittsburg fee rebate program (December 31, 2014) and compare it with the total fees that Pittsburg would have collected during that same period if Pittsburg had charged the same fee rates as the other Member Agencies. If there is a shortfall, Pittsburg shall eliminate the shortfall by collecting increased fees (up to \$16,176/single family dwelling unit and \$9,934/multiple family dwelling unit, subject to the annual adjustment specified in Section F below) for the next 150 single family residential and/or multiple family residential permits issued by Pittsburg after

December 31, 2014, or if the shortfall has not been eliminated through Pittsburg collecting the maximum rates for 150 permits, for such additional permits as are required to completely eliminate the shortfall.

- (5) Pittsburg shall defend (with counsel selected by Pittsburg), indemnify, save, and hold harmless the Authority, the other Member Agencies, and their officers, agents, and employees from any litigation, claims, costs, expenses, or liability arising from or in any way related to Pittsburg's fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(3) or C(4) above. The Authority and the other Member Agencies shall not be required to defend, indemnify, save, or hold harmless Pittsburg under Section B of Attachment 2 or otherwise for claims related to the Pittsburg fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(3) or C(4) above.

D. Subsequent Approval of Revised Fee Schedule or New or Revised Fee Rebate Program by the Authority. Between January 1, 2016 and December 31, 2030, the Authority may approve a revised fee schedule or a new or revised fee rebate program, which shall be subject to the following limitations unless otherwise approved unanimously by the full Authority Board, with all Board members present:

- (1) Any revised residential fees shall not exceed the following maximum rates, subject to the annual adjustment specified in Section F below: Single family residential \$16,176/dwelling unit; Multiple family residential \$9,934/dwelling unit; Other \$16,176/peak hour trip.
- (2) Any new or revised residential fee rebates shall result in net residential fee amounts at least 50% of the maximum rates listed in Subsection D(1) above.

Within 60 days of such approval, each of the parties (Antioch, Brentwood, Oakley, Pittsburg, and the County) shall adopt a fee ordinance or resolution implementing the revised fee schedule or shall promptly apply the new or revised fee rebates. This procedure does not apply to annual fee adjustments, which are automatic and do not require further approval or action.

E. Fees for Uses Not Listed. The fees for uses not listed shall be determined by the Member Agency with land use authority through information generated by appropriate traffic studies conducted in accordance with ITE standards and applicable Authority policies. These traffic studies shall be approved by the Authority Board.

F. Annual Fee Adjustment. Every January 1, the fee rates listed above, including any maximum fee rates, shall be automatically adjusted by the amount of the increase or decrease in

the Engineering News-Record Construction Cost Index for the San Francisco Bay Area for the one-year period ending September 30 of the preceding year.

G. Credit for Construction Costs or Land Acquisition. Subject to the priority order set forth in Section E of Attachment 2, with approval of the Authority Board, credit may be granted against the payment of the fee for construction of a usable portion of any Project. The amount of credit shall be the cost of construction of the portion of the Project and the cost of the land acquired to complete the portion as determined by the Authority Board. No credit shall be granted for any lands that are required to be dedicated as specified in Attachment 2, Section B.

H. Fee Collection and Management. Except for approximately \$5.5 million of PRDIM fees used by Pittsburg as described in the last paragraph of Section E of Attachment 2, all fee revenues received or collected by the parties, together with any separate funds and increased fees to eliminate a shortfall (see Subsections C(1) and (4) above), shall be disbursed monthly by the parties to the Authority. Fees and other revenues shall be held by the Authority in a general fund account; bond proceeds shall be held in accordance with the applicable indenture and may be invested, consistent with the provisions of the applicable indenture, in accounts such as the CAMP or LAIF fund. Subject to any provision in an applicable indenture, interest accruing on funds held in such accounts and accrued interest on funds held in the general fund account shall be deemed general funds available for any lawful purpose of the Authority. Unless otherwise agreed by the parties, the total obligation of each party shall be the contribution of fees collected by that party from owners seeking issuance of building permits as provided for in this Section. The obligation to contribute fees to the Authority shall terminate on December 31, 2030 (i.e., the termination date specified in Section 3 of the Agreement).

Attachment 2 – 2013 Amendment  
to  
East Contra Costa Regional Fee and Financing Authority  
Joint Exercise of Powers Agreement

**PROJECTS; FUNDING COMMITMENTS AND ELIGIBLE COSTS;**  
**IMPLEMENTATION SCHEDULE**

A. **Current List of Projects.** The fees provided for in the above fee schedule shall be used for project development, right-of-way acquisition, and construction for the following regional Projects:

- (1) State Route 4 freeway widening from Railroad Avenue to the State Route 4 Bypass, including reconstruction of interchanges as necessary.
- (2) State Route 4 Bypass, Segment 1 from State Route 4 to Lone Tree Way, including interchanges at Laurel Road and Lone Tree Way.
- (3) State Route 4 Bypass, Segment 2 from Lone Tree Way to Balfour Road, including an interchange at Sand Creek Road.
- (4) State Route 4 Bypass, Segment 3 from Balfour Road to Vasco Road, including interchanges at Balfour Road, Marsh Creek Road, and Vasco Road.
- (5) Laurel Road Extension from State Route 4 Bypass to Empire Avenue.
- (6) State Route 239/84 Connector, consisting of the Armstrong Road extension (formerly Byron Airport Road).
- (7) State Route 239 corridor study and preliminary design.
- (8) State Route 4 (Main Street or Brentwood Boulevard) widening from Vintage Parkway in Oakley to Marsh Creek bridge in Brentwood and Chestnut Street to Balfour Road in south Brentwood.
- (9) Balfour Road widening from Deer Valley Road to Brentwood city limits.
- (10) Marsh Creek Road and Deer Valley Road safety enhancements from Walnut Boulevard to Clayton and from Balfour Road to Marsh Creek Road.
- (11) Route 84/Vasco Road widening to County line.

***Northern Parallel Arterials***

- (12) Pittsburg-Antioch Highway from Somersville Road to Loveridge Road.

- (13) Ninth and Tenth Streets couple improvements from A Street to L Street.
- (14) California Avenue from Railroad Avenue to Loveridge Road.
- (15) Willow Pass Road from Range Road to Loftus Road and Bailey Road to city limits.

***Southern Parallel Arterials***

- (16) Buchanan Bypass (new arterial) or Buchanan Road from Railroad Avenue to Somersville Road.
- (17) West Tregallas Road/Fitzuren Road from Lone Tree Way to Buchanan Road.
- (18) West Leland Road or Evora Road from San Marco to Avila Road and from Willow Pass Road (Bay Point) to Willow Pass Road (Concord).

***New Regional Arterial Projects***

- (19) Wilbur Avenue from Minaker Drive to State Route 160.
- (20) Neroly Road from Oakley Road to Laurel Road.
- (21) Deer Valley Road from Antioch city limits to Balfour Road.
- (22) Walnut Boulevard from Brentwood city limits to State Route 4 Bypass.
- (23) John Muir Parkway (new roadway between Balfour Road and Fairview Avenue).
- (24) Byron Highway safety enhancements from Delta Road to State Route 4.

***Regional Transit Projects***

- (25) East County express bus.
- (26) Commuter rail (eBART).

**B. Funding Commitments and Eligible Costs.** Program revenues shall be available for all necessary Project costs through completion of construction. Costs include, but are not limited to, environmental clearance, conceptual engineering, traffic studies, design, right-of-way acquisition, utility relocation, litigation and settlement costs, and costs of construction. The commitment to each Project shall be considered complete when the Project is accepted by the sponsor or sponsors.

The Authority's administrative costs shall not exceed 1% of program revenues. Administrative costs include the development of the JPA as well as the administration of duties included in this Agreement.

Eligible Project costs will be determined by the Authority based on cost guidelines and other criteria to be developed by the Authority. Where the Authority deems it advisable in order to avoid undue burdens on Project sponsors, the Authority may advance fund Project expenses on a monthly, quarterly, or other basis. Project costs otherwise will be reimbursed pursuant to procedures to be determined by the Authority.

Project sponsors, as a condition of Project funding through regional fees, commit to protect Project rights-of-way, by, among other things, requiring dedication of right-of-way as a condition of land use entitlement approval or otherwise, pending Project commencement. Project sponsors further commit not to take actions that could adversely impact the cost of Projects, including, but not limited to, utility location or relocation, public development, and the granting of easements in a proposed right-of-way.

The right-of-way dedication policy for the State Route 4 Bypass is as follows. Properties along or fronting the Projects identified in this Agreement shall be required to dedicate right-of-way up to 110 feet wide as measured from the centerline of the adopted precise alignment with no credit or compensation from the regional fee. Any additional right-of-way in excess of the 110-foot width may be either credited toward the regional fee or compensated. However, in circumstances where the allowable density has been transferred off the right-of-way area, then no compensation or credit will be granted for the right-of-way dedicated. The Authority shall develop policies that will encourage the early dedication of lands that are required under this provision.

Any costs of defense and any liability incurred in connection with implementation of the regional fee proposal shall be borne by the Authority. The Authority agrees to the fullest extent permitted to indemnify and hold harmless the parties to this Agreement from any liability, loss, costs, and claims related to the adoption or implementation of the regional fee program. Fee revenues and any other revenues transferred to the Authority by the parties pursuant to this Agreement may be used for this purpose.

**C. Implementation Schedule.** Subject to environment clearance, right-of-way acquisition and dedication, utility relocation, and other factors, the timing of which may be beyond the control of the Authority, and subject to the availability of regional fee and other funding sources as may be required, the following implementation guidelines shall apply to Project development:

(i) The parties intend that funding will be provided to support steady progress in construction of the State Route 4 Bypass.

(ii) The Authority shall prepare, adopt, and periodically update a Strategic Plan for implementation of the Projects, reflecting current information on Project costs and schedules, the Project sponsor(s) for the various Projects, the availability of other revenue sources, the pace of fee collection, the schedule for and the costs associated with the sale of bonds to advance funds, and other relevant factors.

**D. Indemnification.** As a condition of funding for Projects in this Program, Project sponsors shall enter into an agreement with the Authority that shall provide indemnification and insurance coverage for the Authority and the parties to this Agreement during design and construction. The indemnification and insurance shall be subject to approval by the Authority.

**E. Project and Funding Priorities.** The following priority order shall hereafter apply to funding and implementation of the Authority's regional Projects:

First Priority:

Initial projects and ECCRFFA existing commitments:

- (a) SR4 East widening (for project description, see CCTA's Measure J Strategic Plan);
- (b) eBART extension to Hillcrest Avenue, which excludes Railroad Avenue station, with ECCRFFA to provide \$1.2 million to BART by 12/31/2013 (for project description, see CCTA's Measure J Strategic Plan);
- (c) SR4 Bypass projects, including the following:
  - (1) SR4/SR160 Connector Ramps (project involves constructing direct connectors between SR4 Bypass and SR160);
  - (2) Sand Creek Road Interchange (project includes a partial cloverleaf configuration on west side and a tight diamond on east side);
  - (3) Balfour Road Interchange – Phase 1 (project includes partial cloverleaves on both east and west sides and a single bridge over Balfour Road with two-directional traffic);
  - (4) 4-Laning between Lone Tree Way and Balfour Road; and
- (d) Outstanding ECCRFFA commitments (\$13.0 million), consisting of the following:
  - (1) Reimburse Contra Costa County Proposition 1B funds – \$3.0 million;
  - (2) John Muir Parkway – Brentwood: \$2.9 million;
  - (3) Vasco Road – Alameda County: up to \$3.0 million (final amount to be determined based on actual bids received); and
  - (4) Old SR4 relinquishment costs: \$4.1 million.

Second Priority:

eBART extension beyond Hillcrest Avenue – environmental review for the eBART extension (up to \$3.0 million).

Third Priority:

James Donlan Extension (JDE; project includes a 2.7-mile (approximate) extension from Somersville Road to Kirker Pass Road, consisting of a four-lane road for approximately 0.72 mile through Black Diamond Estates and Sky Ranch II Subdivisions (western edge), then a two-lane road for approximately 1.7 miles



through an undeveloped area, then expanded to four lanes for the remaining 0.28 mile (approximate) near Kirker Pass Road (east end), and realignment of a portion of Kirker Pass Road to match project grades and to conform the project to existing topography).

The above priority order cannot be changed unless both of the following conditions are met: (1) there are extenuating circumstances regarding regional priorities or difficulties in implementing one of the priority projects listed above and (2) there is a unanimous vote by the full ECCRFFA Board, with all Board members present, to change the above priority order.

Pittsburg shall use PRTDIM fees collected between September 7, 2010 and the effective date of this Amendment (approximately \$5.5 million) as follows: approximately \$5.3 million for JDE (i.e., environmental clearance, right-of-way acquisition, and project design) and the Railroad Avenue eBART station; and up to \$196,000 for legal fees incurred by Pittsburg in the TRANSPLAN/ECCRFFA lawsuit.”

**F. Cooperation among ECCRFFA Member Agencies.** ECCRFFA and each of its Member Agencies agree to cooperate so as to maximize all regional, state, and federal funding available to complete construction of the Priority Projects, as set forth in Section E above, as soon as reasonably possible, unless the Priority Projects would not compete as well as other candidate projects in East County, due to project readiness or other funding criteria required for project selection. For clarity, the intent is to ensure that the Priority Projects receive priority for available outside funding, while balancing the goal of maximizing funding/delivery of all transportation projects in East County.”

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR  
CONSIDERATION AT THE MEETING OF SEPTEMBER 10, 2013**

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

**DATE:** September 10, 2013

**SUBJECT: *Supplemental Staff Report:***  
Amendment No. 1 to the April 11, 1968 Agreement between the State of California and the City of Antioch regarding Payment by the State for Antioch's Use of Water from the San Joaquin River

Since the Staff Report was finalized, staff for the Department of Water Resources ("DWR") made some minor modifications on the attached Amendment, including reference to a map showing the City's water service area. DWR staff has indicated that a final signed version is forthcoming, but we did not receive it before the meeting tonight.

Staff's recommendation remains to adopt the resolution approving Amendment No. 1 to the April 11, 1968 Agreement between the State of California and the City of Antioch (as attached), and authorizing the City Manager in consultation with the City Attorney to approve minor modifications to the final version of Amendment No. 1, and authorizing the City Manager to execute Amendment No. 1.

**ATTACHMENTS**

***Revised*** Exhibit 2 – Proposed Amendment No. 1 to the 1968 Agreement

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

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AMENDMENT NO. 1  
TO THE APRIL 11, 1968 AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA  
AND  
THE CITY OF ANTIOCH

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the Department of Water Resources (DWR), and the City of Antioch (City).

**AGREEMENT**

1. The 1968 Agreement between DWR and the City is amended as follows:

Article 1 is amended to read in its entirety: "The term of this agreement shall begin on the first day of October 1968, and shall continue in effect until terminated by either party by written notice to the other party given at least 12 months prior to the effective date of such termination. The effective date of termination shall be the last day of a year (September 30) and no termination shall be effective prior to September 30, 2028."

Article 3 is amended to read: "V is the total quantity of water in acre-feet introduced into the City's transmission facilities, including water diverted by the City and substitute water purchased by the City, for delivery within the City's service area, which shall be the most expansive of the Antioch City Boundary or Antioch Urban Growth Boundary or Antioch

Sphere of Influence ("SOI") as shown on Exhibit "A" attached hereto and by this reference made a part hereof from 8:00 a.m. on December 9, to 8:00 a.m. on July 6."

Article 4 is amended to read: "Such measurements will be made at such intervals as shall reasonably be necessary and as mutually agreed upon. DWR and the City have negotiated and agreed that such measurements will be made at slack current, which shall be deemed to occur two hours after daily higher high tide, effective January 1, 2013."

Exhibit A is replaced with attached map "City of Antioch Boundary, SOI, and Urban Growth Boundary" as created by the Contra Costa County Community Development, GIS group on 7/13/2009.

2. The parties waive any and all claims either one may have against the other for past actions or activities arising out of this 1968 Agreement.
3. The existing Tolling Agreement, effective May 22, 2013, terminates upon the date of full execution of this Amendment.
4. All other provisions of the 1968 Agreement, except those modified by this Amendment, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Amendment No. 1 to the to the April 11, 1968

Agreement between the State of California and the City of Antioch, which

Amendment becomes effective on the date first set forth above.

Approved as to legal form  
and sufficiency

STATE OF CALIFORNIA  
DEPARTMENT OF WATER  
RESOURCES

\_\_\_\_\_  
Chief Counsel  
Department of Water Resources

\_\_\_\_\_  
Mark W. Cowin  
Director

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to legal form  
and sufficiency

CITY OF ANTIOCH

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

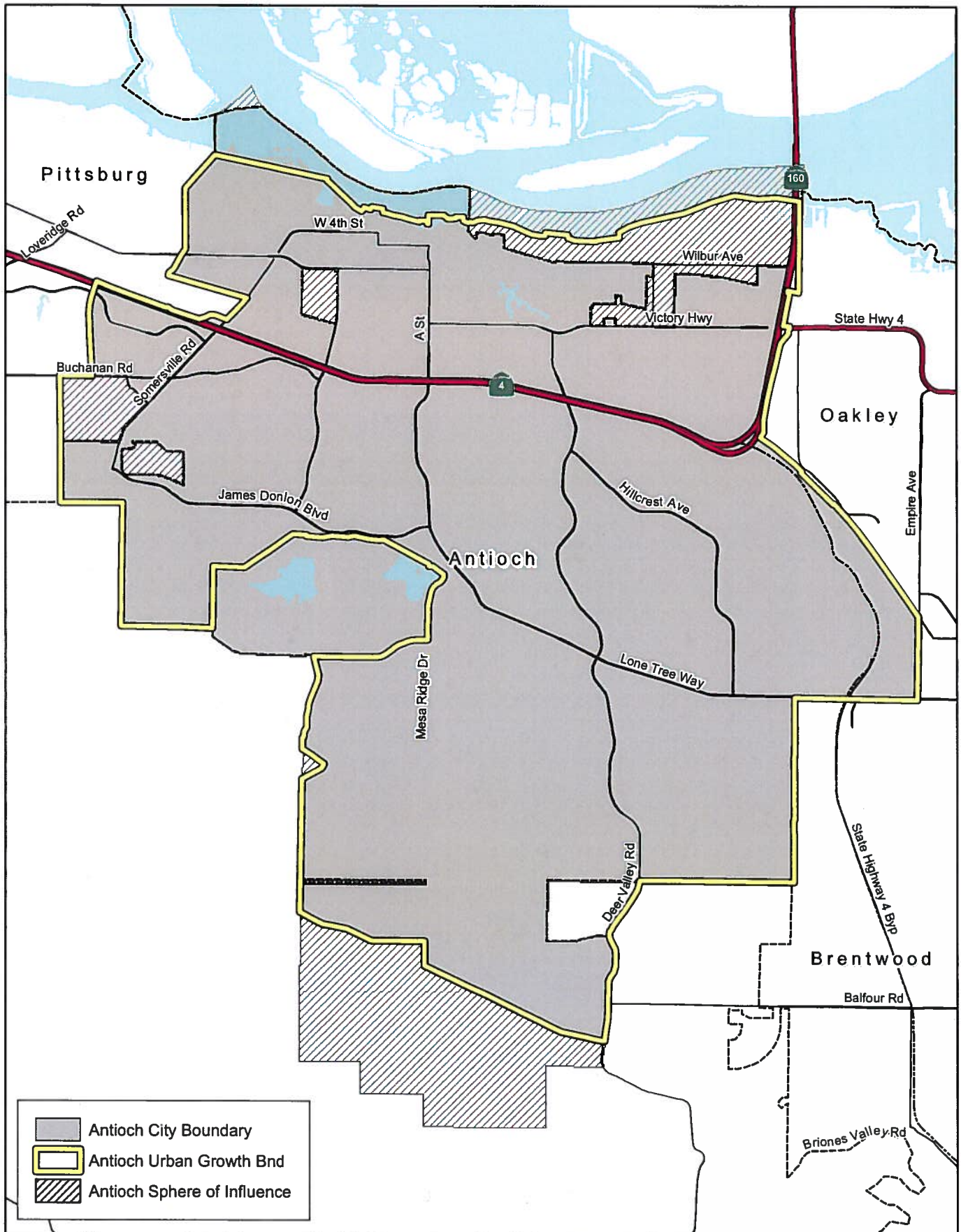
\_\_\_\_\_  
Title

Date \_\_\_\_\_

Date \_\_\_\_\_

# Exhibit A

## City of Antioch Boundary, SOI, and Urban Growth Boundary



Map created 7/13/2009  
by Contra Costa County Community Development, GIS Group  
651 Pine Street, 4th Floor, North Wing, Martinez, CA 94553-0025  
37-59-48.452N 122-06-35.384W

This map was created by the Contra Costa County Community Development Department with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.



0 0.5 1 Miles

